

AGENDA

Henika District Library
Board of Trustees Meeting
May 10th, 2022 at 6:30 pm

I. Call to Order

Members Present:
Members Absent:
Staff Present:
Guests:

II. Approval of Agenda

III. Community Opportunity to Address the Board

IV. Approval of Meeting Minutes

A. April 2022 Regular Meeting Minutes

V. Financial Reports

- A. April 2022
- Approval of Paid Bills
 - Credit Card Detail Report
 - YTD Budget vs Actual
 - United Bank Accounts Overview

VI. Director's Report

- A. Monthly Statistics
B. Youth Report
C. Adult Report
D. Circulation Report

VII. Committee Reports

A. Building Committee

VIII. Unfinished Business

IX. New Business

- A. Building Insurance
- Decker Agency Proposal from Ryan Brown
- B. Copy, Fax, and Book Sale Donations
C. Security Cameras

X. Around the table

XI. Adjournment

Henika District Library
Meeting Minutes

Henika District Library
Board of Trustees Meeting
April 12, 2022 at 6:30 pm

Members Present: Meghan Augustin, Suzy Byville, Sara Lefevre, Tami Fryling, Jacqui Kuhn, Gary Marsh, Danielle Simmons

Members Absent: Maria Musgrave

Staff Present: Cierra Bakovka – Director

Guests:

- I. Call to Order: Meeting called to order at 6:32 pm by Augustin.
- II. Approval of Agenda motioned by Marsh and seconded by Kuhn. All yes, motion passed.
- III. Community Opportunity to Address the Board: The Friends of the Library box has been returned. The PO box key was not returned and is assumed to be lost. The post office changes the lock when a PO box changes customers.
- IV. Approval of March 2022 Regular Meeting Minutes motioned by Augustin and seconded by Lefevre. All yes, motion passed.
- V. Financial Reports for March 2022
 - a. Supplies are being purchased for summer reading. There is now a new interior return bin by the side door. The accounting expense includes the cost of the audit, which is approximately \$4500 each year. The work on the porch is planned to start mid to late June.
 - b. Credit Card Detail Report was reviewed.
 - c. YTD Budget vs. Actuals was reviewed.
 - d. United Bank accounts were reviewed.
 - e. Approval of paid bills motioned by Byville and seconded by Fryling. All yes, motion passed.
- VI. Director's Report
 - a. The official census data puts Henika District Library at 10th highest for population growth in the entire cooperative. Our population grew by about 12% (almost 1000 new residents). If the Yankee Springs ballot measure passes to add the residents of Yankee Springs Township who live in the Wayland Union School District, Henika will probably move up a library class size in the next year or two.

- b. Monthly Statistics were reviewed.
- c. The Youth Services report was reviewed. Becky is coordinating with local schools and other area libraries to coordinate events and library visits.
- d. The Adult Services report was reviewed. The seed library has been very popular. The seed holder is a card catalog, original to Henika District Library, that Faith refinished.
- e. The Circulation report was reviewed. Circulation continues to improve. Computer sessions and board game usage have increased.

VII. Unfinished Business

- a. Yankee Springs Amendment / Resolution 2022-2
 - i. The City of Wayland and Wayland Township boards passed the amendment unanimously. The Yankee Springs Township board is meeting on Thursday. If all board approvals are obtained, the plan is to go to ballot in August.
 - ii. Augustin motioned to adopt Resolution 2022-2, Resolution to Amend the Henika District Library Agreement. Seconded by Kuhn. Roll call vote. Motion approved.
 - 1. Kuhn YES
 - 2. Byville YES
 - 3. Fryling YES
 - 4. Lefevre YES
 - 5. Simmons YES
 - 6. Marsh YES
 - 7. Augustin YES
 - 8. Musgrave ABSENT
- b. Board Bylaws / Resolution 2022-3
 - i. Bakovka made the changes as recommended at the last meeting. The lawyer reviewed the document and suggested a change to Article VI Section 8. All reviewed the updates.
 - ii. Byville motioned to adopt Resolution 2022-3, Resolution to Approve Board Bylaws. Seconded by Lefevre. Roll call vote. Motion approved.
 - 1. Kuhn YES
 - 2. Byville YES
 - 3. Fryling YES
 - 4. Lefevre YES
 - 5. Simmons YES
 - 6. Marsh YES
 - 7. Augustin YES
 - 8. Musgrave ABSENT

VIII. New Business

- a. 2021 Audit Report

- i. The audit report was reviewed. The auditors were impressed with the new accounting firm, noting there were less discrepancies than previous years. Minor adjustments provided to Bakovka from the auditors have been forwarded to the accounting firm.
 - b. ACLA Training Day
 - i. The Allegan County Library Association offers a training opportunity for Allegan County libraries and staff approximately every three years. Training will include topics such as programming, circulation, customer services, and more. Bakovka has been asked to run a focus group on programming, and Henika is being used as an example on Special Collections. This is an inexpensive professional development opportunity (no cost aside from paying lunch for our staff) and would require the library to close for the day. All employees except Ashley would attend. Lefevre motioned to approve closing Henika District Library on October 10, 2022 to allow the staff to attend the ACLA training day. Seconded by Augustin. All yes, motion approved.

IX. Around the Table

- a. Byville sent her daughter and husband to Kitty Café on Saturday – daughter enjoyed it. Love all the programs!
- b. Fryling nothing to add.
- c. Lefevre is happy with how everything is going and having fun coming to the library. Planning Committee will meet Wednesday May 4 from 10-11:30. Excited to review the results of the survey that is finishing up on April 15. Love the idea of outdoor signage for the building. Bakovka looking into the digital signs; Marsh suggested a lockable one with the ability to change letters.
- d. Simmons nothing to add.
- e. Bakovka is getting a quote for another option for building insurance. Excited about Yankee Springs, summer reading, and spring activities. “An ocean of possibilities” is the summer reading theme. Rumors that hot spot funding might be extended for another year.
- f. Marsh is continually amazed at the competence of our director. Loves that we are getting things done!
- g. Kuhn is proud of what we have gotten done. Love the staff and the programs.
- h. Augustin is feeling good about what we have gotten done. The programs are great. Proud of Bakovka and of the board. Trying to learn more and implement what was learned at the recent training. Looking forward to summer reading and hoping to find people interested in FOTL. Building Committee to set a date to meet soon for a building walkthrough.

X. Adjournment of the meeting motioned by Augustin and seconded by Fryling. Meeting adjourned at 7:46 pm.



April 2022 Statement

Open Date: 03/16/2022 Closing Date: 04/13/2022



Account: [REDACTED]
Cardmember Service (1-866-552-8855
BUS 30 ELN 8 9

Visa® Business Cash Card
HENIKADISTRICTLIBRARY [REDACTED]

New Balance	\$2,772.12
Minimum Payment Due	\$28.00
Payment Due Date	05/10/2022

Reward Points	
Earned This Statement	2,792
Reward Center Balance	64,506
as of 04/12/2022	
For details, see your rewards summary.	

Activity Summary		
Previous Balance	+	\$2,202.02
Payments	-	\$2,202.02 ^{CR}
Other Credits	-	\$117.14 ^{CR}
Purchases	+	\$2,889.26
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$2,772.12
Past Due		\$0.00
Minimum Payment Due		\$28.00
Credit Line		\$10,500.00
Available Credit		\$7,727.88
Days in Billing Period		29

Payment Options:



Mail payment coupon with a check



Pay online at myaccountaccess.com



Pay by phone 1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service CPN 001910551



24-Hour Cardmember Service: 1-866-552-8855

- to pay by phone
- to change your address

Account Number	[REDACTED]
Payment Due Date	5/10/2022
New Balance	\$2,772.12
Minimum Payment Due	\$28.00

Amount Enclosed \$ _____

HENIKADISTRICTLIBRARY
ACCOUNTS PAYABLE
149 S MAIN ST
WAYLAND MI 49348-1208

Cardmember Service
P.O. Box 790408
St. Louis, MO 63179-0408



What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ Account information: Your name and account number.
- ▶ Dollar amount: The dollar amount of the suspected error.
- ▶ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
 - ▶ We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - ▶ The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - ▶ While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - ▶ We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

1. INTEREST CHARGE: Method of Computing Balance Subject to Interest Rate: We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees, Annual Fees and/or Travel Membership Fees (as applicable) are charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation.

2. Payment Information: You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. The payment date is the day we receive your check or money order at Cardmember Service, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your electronic or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Mailed payments that do not include the payment coupon and/or are mailed to a different address will be processed within 5 banking days of receipt and credited to your Account on the day of receipt. In addition, if you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account. Internet and telephone payment options are available, and crediting times vary (but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made). If you are making an internet or telephone payment, please contact Cardmember Service for times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.

3. Credit Reporting: We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.



April 2022 Statement 03/16/2022 - 04/13/2022
 HENIKADISTRICTLIBRARY [REDACTED]

Cardmember Service ☎ 1-866-552-8855



Business Cash

Rewards Center Activity as of 04/12/2022	
Rewards Center Activity*	0
Rewards Center Balance	64,506

*This Item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on All Purchases	2,773	6,867
2 Extra Points - Telecom & Office Supply	0	412
1 Extra Point - Restaurants & Gas	19	259
Total Earned	2,792	7,538

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Transactions [REDACTED] CIERRA J Credit Limit \$10000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Other Credits					
04/01	03/30	3064	THE HOME DEPOT #2748 GRANDVILLE MI MERCHANDISE/SERVICE RETURN	\$117.14cr	BC
Purchases and Other Debits					
03/17	03/17	2646	AMERLIBASSOC ECOMMERCE 866-746-7252 IL	\$175.00	Mem?T
03/21	03/17	0373	AMER LIB ASSOC-CAREER 3122804237 IL	\$990.00	Mem?T
03/21	03/17	1921	SOUTHWES 5261496343542 800-435-9792 TX FETTY/FAITH 06/23/22 GRAND RAPIDS TO CHGO MIDWAY CHGO MIDWAY TO WASHINGTON WASHINGTON TO CHGO MIDWAY CHGO MIDWAY TO GRAND RAPIDS	\$342.95	Mem?T
03/21	03/17	1939	SOUTHWES 5261496343543 800-435-9792 TX BAKOVKA/CIERRA 06/23/22 GRAND RAPIDS TO CHGO MIDWAY CHGO MIDWAY TO WASHINGTON WASHINGTON TO CHGO MIDWAY CHGO MIDWAY TO GRAND RAPIDS	\$342.95	Mem?T
03/22	03/21	5362	WHENIWORK.COM WHENIWORK.COM MN	\$20.00	Supply
04/01	03/30	3010	THE HOME DEPOT #2748 GRANDVILLE MI	\$150.00	Big G
04/01	03/30	4550	THE HOME DEPOT 2748 GRANDVILLE MI	\$278.69	Big G
04/01	03/30	7750	MARATHON PETRO90563 GRANDVILLE MI	\$19.09	Big G

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April 2022 Statement 03/16/2022 - 04/13/2022

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HENIKADISTRICTLIBRARY [REDACTED]

Cardmember Service ☎ 1-866-552-8855

Transactions [REDACTED] **GIERRA J** Credit Limit \$10000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
04/04	03/31	3934	THE HOME DEPOT #2748 GRANDVILLE MI	\$37.16	blc
04/04	04/01	8120	DOLLAR TREE JENISON MI	\$5.30	1.25 Ad 2.50 A.P. 1.55 supp
04/08	04/06	6237	THE HOME DEPOT #2748 GRANDVILLE MI	\$24.65	blc
04/08	04/07	2481	DOLLAR TREE JENISON MI	\$5.30	Supply blc
04/13	04/11	1985	THE HOME DEPOT #2761 GRAND RAPIDS MI	\$20.82	blc
04/13	04/12	5854	Etsy.com - YANovelDesi 718-8557955 NY	\$87.97	NA
Total for Account [REDACTED]				\$2,382.74	

Transactions [REDACTED] **FAITH** Credit Limit \$2000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
03/18	03/17	5855	eBay O*24-08406-89527 San Jose CA	\$21.15	Prog
03/21	03/18	4353	DOLLAR-GENERAL #9954 WAYLAND MI	\$25.45	Prog
03/21	03/19	0632	B2 OUTLET HUDSONVILLE HUDSONVILLE MI	\$2.11	Prog
03/25	03/23	7936	DOLLAR-GENERAL #9954 WAYLAND MI	\$4.92	Prog
03/31	03/29	4367	HARDING'S MARKET #3 WAYLAND MI	\$10.68	Prog
04/08	04/06	6169	DOLLAR-GENERAL #9954 WAYLAND MI	\$7.00	Prog
04/11	04/09	5885	HARDING'S MARKET #3 WAYLAND MI	\$43.96	Prog
04/11	04/09	7967	DOLLAR-GENERAL #9954 WAYLAND MI	\$21.59	All Prog
Total for Account [REDACTED]				\$136.86	

Transactions [REDACTED] **REBEKAH** Credit Limit \$2000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
03/16	03/15	9133	USA*PBS Pub Brd Svc 800-5314727 OH	\$9.99	Mat
03/18	03/16	8271	DOLLAR-GENERAL #9954 WAYLAND MI	\$7.25	Prog
03/21	03/19	3349	HARDING'S MARKET #3 WAYLAND MI	\$11.98	Prog
04/05	04/04	3044	SQ *MOLLY CUNNINGHAM gosq.com MI	\$100.00	Prog
04/06	04/04	9053	HARDING'S MARKET #3 WAYLAND MI	\$57.89	Prog
04/06	04/04	4964	DOLLAR-GENERAL #9954 WAYLAND MI	\$23.06	Prog
04/11	04/08	5064	DOLLAR-GENERAL #9954 WAYLAND MI	\$8.60	Prog
04/12	04/11	4977	TEACHERSPAYTEACHERS.CO 646-588-0910 NY	\$3.00	Prog
04/13	04/12	8976	AMZN MKTP US*1H0MT2W72 AMZN.COM/BILL WA	\$30.75	Prog
Total for Account [REDACTED]				\$252.52	



April 2022 Statement 03/16/2022 - 04/13/2022

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HENIKADISTRICTLIBRARY [REDACTED]

Cardmember Service (1-866-552-8855



Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
03/30	03/28	0131	PAYMENT THANK YOU	\$2,202.02	CR
Total for Account [REDACTED]				\$2,202.02	CR

2022 Totals Year-to-Date	
Total Fees Charged in 2022	\$0.00
Total Interest Charged in 2022	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	20.24%	
**PURCHASES	\$2,772.12	\$0.00	YES	\$0.00	20.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	24.24%	

Contact Us



Voice: 1-866-552-8855
TDD: 1-888-352-6455
Fax: 1-866-807-9053



Questions
Cardmember Service
P.O. Box 6353
Fargo, ND 58125-6353



Mail payment coupon with a check
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P.O. Box 790408
St. Louis, MO 63179-0408



Online
myaccountaccess.com



ACCOUNTANTS' COMPILATION REPORT

To The Board
Henika District Library
Wayland, MI

The Board is responsible for the accompanying financial statements of Henika District Library, a nonprofit organization, which comprise the Statement of Financial Position as of April 30, 2022, and the related Statements of Activities for the one month and four months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the Board. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

The Board has elected to omit substantially all the disclosures ordinarily required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Henika District Library.

Walker, Fluke & Sheldon, PLLC
Hastings, Michigan
May 4, 2022

**Henika District Library
Statement of Financial Position
As of April 30, 2022**

ASSETS

Current Assets:

Cash-Checking	\$ 287,992.15
Cash-Savings	464,817.31
Certificate of Deposit - 740	51,919.67
Certificate of Deposit - 090	5,349.51
Certificate of Deposit - 104	5,349.51
Certificate of Deposit - 112	5,349.51
Certificate of Deposit - 120	5,349.51
Certificate of Deposit - 139	5,349.51
Certificate of Deposit - 344	1,012.78
Building Fund 171	3,070.34
Savings - Building Fund	101,699.11
Certificate of Deposit - 943	11,260.65
Property Taxes Receivable	331,103.06
Due from Other Units of Government	<u>2,072.78</u>

Total Current Assets \$ 1,281,695.40

Total Assets \$ 1,281,695.40

**Henika District Library
Statement of Financial Position
As of April 30, 2022**

LIABILITIES AND NET ASSETS

Current Liabilities:

Due to the Federal Government	\$ (205.95)
Accrued Payroll	4,110.00
Deferred Property Taxes	<u>331,103.06</u>

Total Current Liabilities \$ 335,007.11

Net Assets:

Fund Balance-Unrestricted	<u>760,924.54</u>
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Total Net Assets-Beginning 760,924.54

Change in Net Assets 185,763.75

Total Net Assets 946,688.29

Total Liabilities and Net Assets \$ 1,281,695.40

Henika District Library
Statements of Activities
For the 1 Month and 4 Months Ended April 30, 2022

	<u>Total Year Budget</u>	<u>1 Month Ended Apr. 30, 2022</u>	<u>4 Months Ended Apr. 30, 2022</u>	<u>Year-To-Date Variance</u>
Revenues:				
Township Revenue	\$ 190,000.00	\$ 13,149.65	\$ 195,338.90	\$ 5,338.90
City Revenue	170,000.00	2,323.65	155,232.84	(14,767.16)
State Aid	10,000.00	0.00	5,661.83	(4,338.17)
Penal Fines	30,000.00	2,798.73	8,987.74	(21,012.26)
Copier & Fax Income	1,900.00	226.62	1,154.63	(745.37)
Fines	0.00	65.00	164.23	164.23
Interest Income	600.00	90.08	340.15	(259.85)
Memorial Donations	0.00	105.06	7,540.49	7,540.49
Book Sales	0.00	26.42	73.13	73.13
Federal E-Rate	1,500.00	1,144.46	1,791.26	291.26
Miscellaneous Income	0.00	8.00	604.12	604.12
Total Revenues	<u>404,000.00</u>	<u>19,937.67</u>	<u>376,889.32</u>	<u>(27,110.68)</u>
Employee Expenses:				
Wages	178,000.00	13,105.99	59,461.88	118,538.12
Employee Benefits	26,000.00	2,847.83	8,280.95	17,719.05
FICA Expense	15,000.00	1,002.63	4,548.85	10,451.15
State Unemployment Tax	0.00	(17.88)	26.51	(26.51)
Total Employee Expenses	<u>219,000.00</u>	<u>16,938.57</u>	<u>72,318.19</u>	<u>146,681.81</u>
Operating Expenses:				
Employee Training	5,300.00	1,850.90	1,999.63	3,300.37
Bank Charges	50.00	0.00	0.00	50.00
Insurance & Bonds	3,900.00	0.00	0.00	3,900.00
Programming	12,000.00	1,362.20	3,606.95	8,393.05
Office Supplies	7,000.00	302.76	4,160.71	2,839.29
Furnishings	4,000.00	762.57	2,056.83	1,943.17
Equipment	13,000.00	87.50	7,467.27	5,532.73
Materials	30,000.00	2,287.68	13,972.66	16,027.34
Accounting	11,000.00	1,452.70	6,578.67	4,421.33
Contractual Services	26,000.00	4,326.08	12,019.79	13,980.21
Communications	2,000.00	204.98	979.66	1,020.34
Technology Support	3,000.00	285.00	1,090.00	1,910.00
Advertising	2,850.00	89.22	400.99	2,449.01
Postage	200.00	0.00	58.00	142.00
Utilities	6,000.00	353.50	2,577.84	3,422.16

See Accountants' Compilation Report

Henika District Library
Statements of Activities
For the 1 Month and 4 Months Ended April 30, 2022

	<u>Total Year Budget</u>	<u>1 Month Ended Apr. 30, 2022</u>	<u>4 Months Ended Apr. 30, 2022</u>	<u>Year-To-Date Variance</u>
Maintenance-Building/Grounds	16,700.00	1,348.82	7,511.30	9,188.70
Maintenance-Equipment	2,000.00	0.00	477.50	1,522.50
Miscellaneous	0.00	0.00	120.39	(120.39)
Capital Outlay	<u>150,000.00</u>	<u>0.00</u>	<u>53,729.19</u>	<u>96,270.81</u>
Total Operating Expenses	<u>295,000.00</u>	<u>14,713.91</u>	<u>118,807.38</u>	<u>176,192.62</u>
Total Expenses	<u>514,000.00</u>	<u>31,652.48</u>	<u>191,125.57</u>	<u>322,874.43</u>
Change in Net Assets	<u>\$ 0.00</u>	<u>\$ (11,714.81)</u>	<u>\$ 185,763.75</u>	<u>\$ 185,763.75</u>


See Accountants' Compilation Report



Home

Alerts

 [Manage Alerts](#)

 **Online banking password was changed**

Your online banking password was changed on Apr 04, 2022.

Sent Apr 04, 2022

 **Online banking login locked out**

Your online banking username was locked on Apr 03, 2022.

Sent Apr 04, 2022

 **Online banking login locked out**

Your online banking username was locked on Apr 01, 2022.

Sent Apr 02, 2022

Accounts

 [Edit Accounts](#)

 [Print](#)

PUBLIC FUND CASH MANAGEMENT CHECKING	Current balance
XXXX7152	\$287,999.70

BUSINESS HIGH YIELD SAVINGS	Current balance
XXX013	\$464,817.31

BUILDING FUND	Current balance
XXX212	\$101,744.04

CONTINGENCY FUND	Current balance
XXX740	\$51,988.42

BUILDING FUND	Current balance
XXX090	\$5,353.94

BUILDING FUND	Current balance
XXX104	\$5,353.94

\$0,000.00

BUILDING FUND
XXX112
Current balance
\$5,353.94

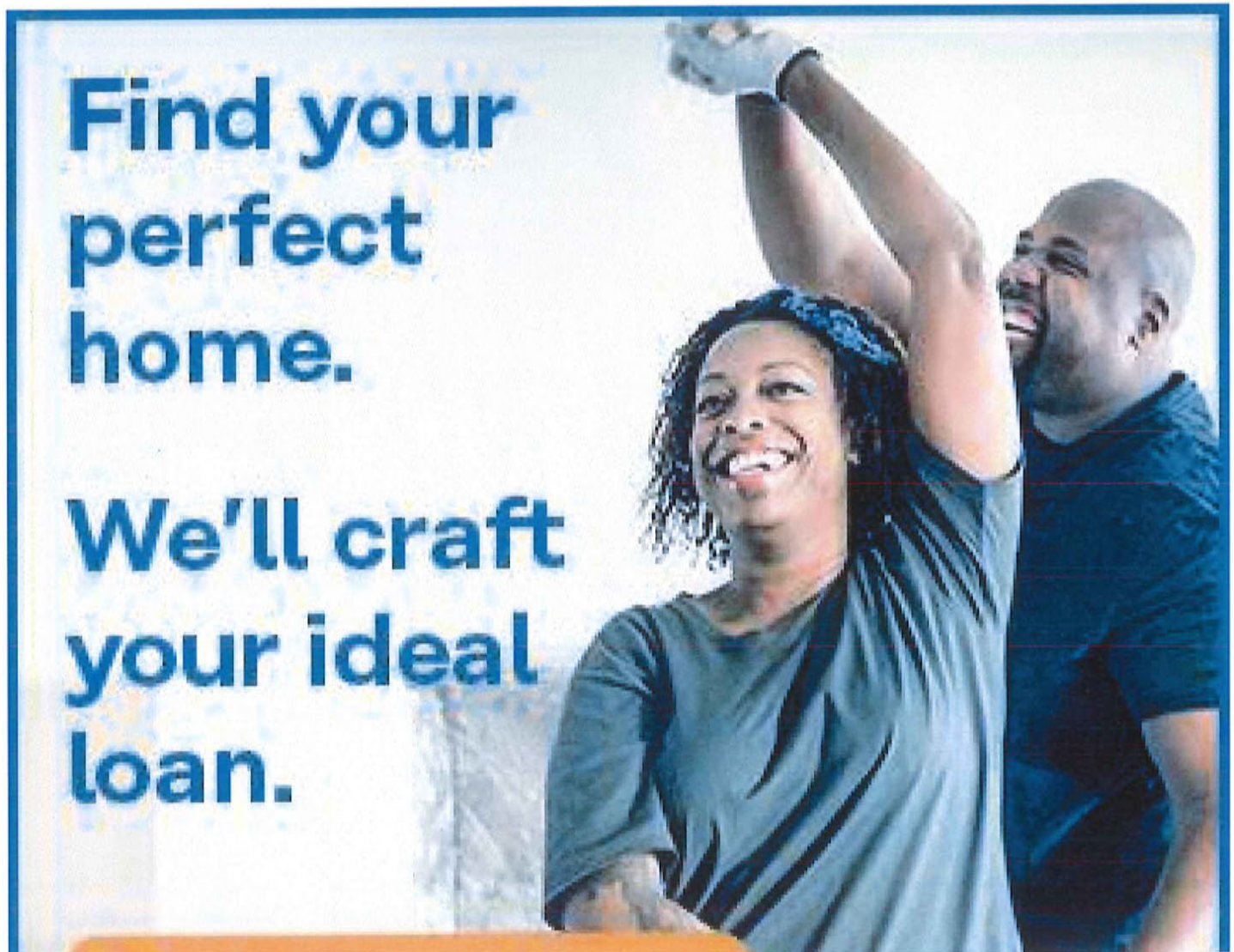
BUILDING FUND
XXX120
Current balance
\$5,353.94

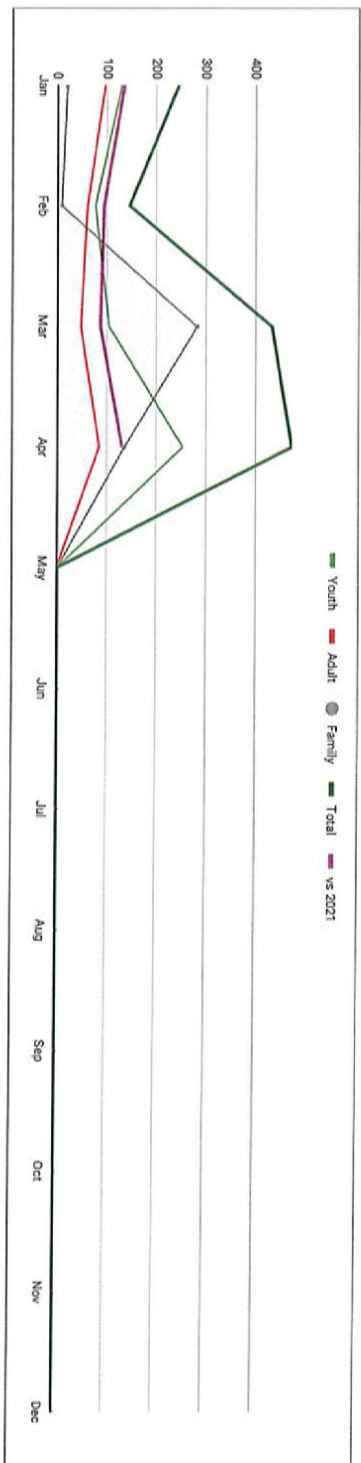
BUILDING FUND
XXX139
Current balance
\$5,353.94

BUILDING FUND
XXX171
Current balance
\$3,072.37

BUILDING FUND
XXX344
Current balance
\$1,015.63

LAVERNE JOHNSON BOOK FUND
XXX943
Current balance
\$11,269.98





Summary

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Average
Youth	129	76	104	254	0	0	0	0	0	0	0	0	563	141
Adult	96	61	48	85	0	0	0	0	0	0	0	0	290	73
Family	19	8	282	135	0	0	0	0	0	0	0	0	444	111
Total [1]	244	145	434	474	0	0	0	0	0	0	0	0	1,297	324
vs 2021	135	94	87	131										

Program Types

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Average
Youth - In Person	87	76	103	254	0	0	0	0	0	0	0	0	520	43
Youth Take-Home / Online	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth Reading Programs	42	0	1	0	0	0	0	0	0	0	0	0	43	4
Adult In-Person	29	17	13	42	0	0	0	0	0	0	0	0	101	8
Adult Take-Home / Online	42	44	35	43	0	0	0	0	0	0	0	0	164	14
Adult Reading Programs	25	0	0	0	0	0	0	0	0	0	0	0	25	2
Family Take-Home / Online	19	0	65	79	0	0	0	0	0	0	0	0	163	15
Family In-Person	0	8	217	56	0	0	0	0	0	0	0	0	281	23

April 2022

Youth Services Report

Becky Butler, Youth Services Librarian

Spring break! School visits have started again! Wahoo!

Storytime (ages 0-5): 16 people over 3 storytimes. We had a guest from a credit union for a special money-themed storytime because of our partnership with the \$mart Money: MI Kids Read program.

Family Fun (all ages): 7 people attended the Costuming event on the 16th. I had 15 people registered – only one family who pre-registered came. I think this is likely a result of having to shut down for a couple days immediately before the event.

After-School Art (ages 8-18ish): 70 attendees over 4 weeks. We made stained glass jars (a couple times since kids missed out on it over spring break), colored scales for my giant Rainbow Fish, made unicorn headbands and dragon masks, and made paper suncatchers.

Take-and-Makes: Fun with Fake Money (25 taken) and Velvet Coloring (18 taken). The Fun with Fake Money kit contained a book that was donated by the \$mart Money: MI Kids Read program. It proved popular!

Henika Pokemon Trainers: 7 attendees for our fourth monthly event. We traded cards and made perler bead Pokeballs.

LEGO Club: 23 attendees. We made a LEGO tower that touched the ceiling!

STEM Club: Not held as we were closed due to illnesses. I'm bummed to have to keep skipping or rescheduling this!

So You Want to Play D&D?: 4 attendees! My first teen event that had attendees! We created a couple characters, then one of the teens offered to lead us through a short adventure. The parents cut us off after playing for 2.5 hours. I took down the teens' contact info because I think they would enjoy a similar event with a guest DM so everyone can play next time.

Cupcake Wars: 26 attendees! Kids decorated cupcakes and then voted on the cutest, the most creative, and the spookiest designs. Good fun!

Real Life Among Us: 19 attendees scrambled around the library performing tasks and killing each other. Everyone had fun, but I'll definitely ask for back-up next time – this was a tough event to run on my own.

Encanto Singalong: 13 attendees. I think in future, I'll hold outdoor movie events and look into finding some interactive movie experiences (think Rocky Horror Picture Show but for children).

Other activities: St. Therese started making regular visits to the library. All classes will come every two weeks. We saw a little surge of parents renewing old cards to accommodate their kids' visits as a result. I plan to visit Pine Street classes during their media classes throughout May to promote the summer reading program (I'm working with Jill Terrell, the literacy coach over there). We had two classes of preschoolers from Baker visit the library on the 27th for a craft and to enjoy the Storywalk. I'll spend a morning over in Baker on May 23rd reading to kids and promoting the summer reading program. I'm still working on getting a contact at Steeby, so if you know someone, please let me know!

Looking forward:

I'm attempting to schedule a few less events this next month so I can focus on school visits. Storytimes and After-School Art will be held on the usual schedule through May. We'll have a special Star Wars-themed After-School Art on May 4th (May the Fourth be with you!). I'll be hosting the Microgreens event May 2nd at 6pm. Kids will get to make a little character using microgreens. 2 more classes of preschoolers at Baker will visit May 18. Family Fun will be held May 28th at 11:30 (we're having a gardening event with seed planting and pot decorating). The Take-and-Make will be Bubble Painting. The Teen Take-and-Make will be Paint by Sticker.

STEM Club (ages 6-13) will (theoretically) be May 19th at 4:00 pm. We're going to be learning about physics in playgrounds. On May 17th at 4 pm, I'm hosting another Pokemon night (ages 8-18). Lego Club (6-18, but families with younger folks welcome) will meet May 24th at 4 pm. I'll be in Hawaii May 6-15. I'm off to find the sun!

APRIL 2022

Adult Services Report

Faith Fetty, Adult Services Librarian

Programs & Attendance

Bunny Wreaths (In-Person): 14

Bunny Wreaths went well, it was a little rocky at the start because some patrons started early and then my instructions got a little out of whack, but everyone ended up in the same place and their wreaths looked good! If I could redo something about this program it would be to add more color elements, but assembly and painting went well!

Kitten Cafe (In-Person/Family): 48

Patrons loved this program! It was a huge draw for families with younger children and it garnered a lot of interest in the Country Cat Lady Rescue. Kids read a book about cats to one of the cats and they got to learn how to handle animals gently and with respect during the program. If we did this again I believe it would be helpful to have a third person on staff as it had a high attendance and I was busy handling one of the cats while Bethany was the only one at the desk.

Green Acres: Fluffy Slime (In-Person): 8

For my first visit at Green Acres I think this went very well! The seniors were hesitant to touch/play with the slime at first, but by the end a couple of them asked me how to store it so they could play with it later! I also read some short stories from a Chicken Soup for the Soul book and explained some of the science behind non-Newtonian fluids like this slime and ooblek.

Sawmill Estates: DIY Stress Balls (In-Person): 2

My lowest attendance at Sawmill Estates for sure. I think it had a little bit to do with the later time as I visited at 2pm instead of 12pm or 1pm as I have done in the past. The seniors who did attend enjoyed this activity more than the crafts we've done in the past. They also play tested the balloon game I will be playing with them next month and told me they were looking forward to playing with a group!

Tiny Terrariums (In-Person): 13

I wish I had had more little jars so more people could attend, but this program was thought up to use some stragglers I had down in the basement to clear up space. I will definitely be running a similar program in the future, but most likely outside so I can have more attendees. We had a lot of people on the waitlist, so I'm confident I could have had a much larger turnout if I had had the supplies for it.

Parent's Only Club (In-Person): 0

The flop of the month. Unfortunately, no one showed for the Parent's Only Club to learn about kid friendly science experiments. I do have another planned for art skills in May, so I will see if that one gets any attendance. I have geared this towards families with younger children, so it is in the middle of the day which hasn't historically worked well with my other programs either.

Mixology 101 (In-Person): 5

This program is not going as well as I had hoped it would. I had thought that by eliminating the book club portion of this program we might see more attendees, but only Gary attended this event on purpose (thank you Gary!). My other attendees were patrons who happened to be in the library at the same time as the program and sampled the drink. Next month will be my last Mixology 101 (we will be making Frozen Strawberry Mockaritas) and then I may do a special mixology event in the future, but Mixology 101/Mocktails and Murder will no longer be a monthly event.

Seed Library (Passive): 25 people/140 Packets

The seed library is still doing amazing! So far we've had about half of our total seed packets have been "checked out" by patrons and we continue to hear praise for this program.

Stoned! A Crash Course in Crystal & Stone Healing (Virtual): 18

This was the best turnout we've had for a virtual program yet! We did not have anyone join to watch with us in the library, but patrons logging in from home were very engaged and participated in the Q&A at the end of the program. The presenters from Grounded Goodwife were great at holding their audience's attention and adding humor to their presentation. I would love to have them back again in the future.

Grow Your Own Geode (Take-&-Make): 25

I had more interest in Grow Your Own Geode than I thought I would and that's very exciting! This is the first time that everyone who registered picked up their kits on time and I did not have to place any extras on the display to get rid of them. It was very labor intensive on my end as I had to grow the seed crystals needed for the project kits, but it was a lot of fun and I'm excited to hear how it turned out for everyone!

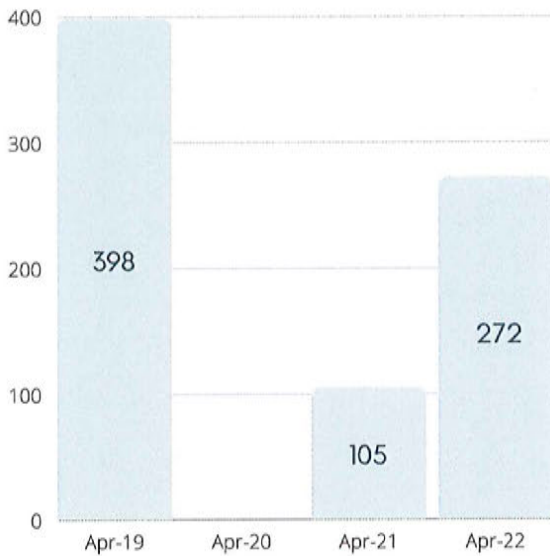
Total Program Attendees/Registrants: 158

April 2022

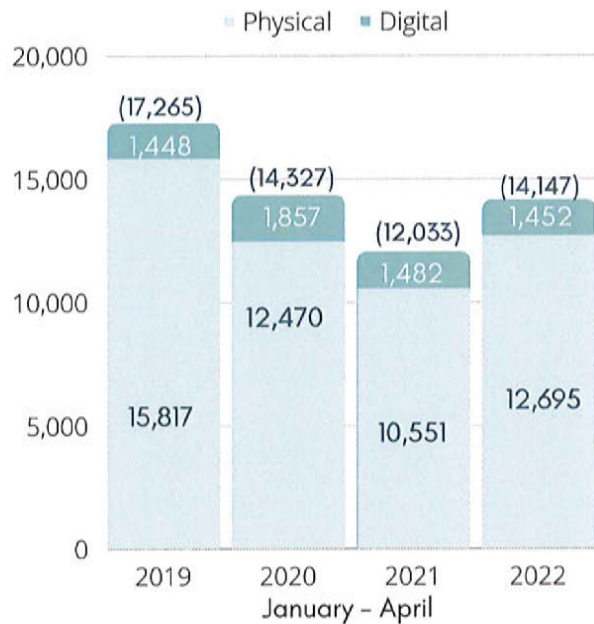
It is so exciting to see our circulation numbers continue to improve! Henika was closed for the entirety of April 2020 and had reduced hours in 2021, so I included 2019 stats as a comparison for pre-COVID. Year to date numbers are *almost* caught up to 2020 and have exceeded 2021! Notable stats once again include video games, board games, and the special collection - all of which have been seeing increased usage among patrons.

Bethany Sanford - Circulation Clerk

Computer Sessions



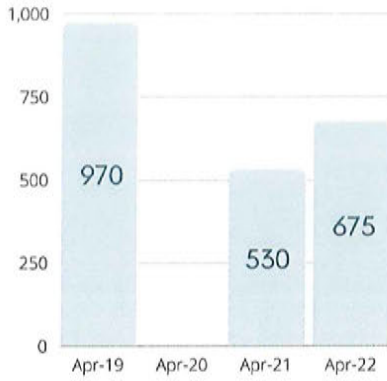
Circulation YTD:



Henika has 3,006 total patron accounts. 363 of these accounts are active (not expired). Most expiration dates are set for 3 years upon renewal.

- 56 Patron accounts added YTD
 20 Patron accounts added in April
- 12 Wayland City
 - 8 Wayland Township
 - 0 Non-Resident

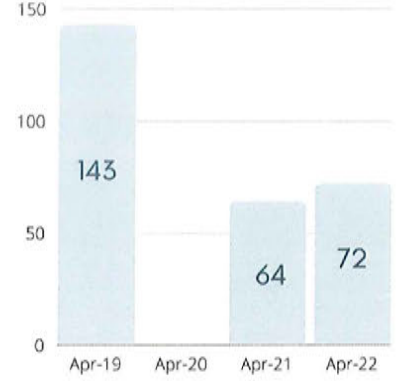
Adult Print



Teen Print



Tween Print

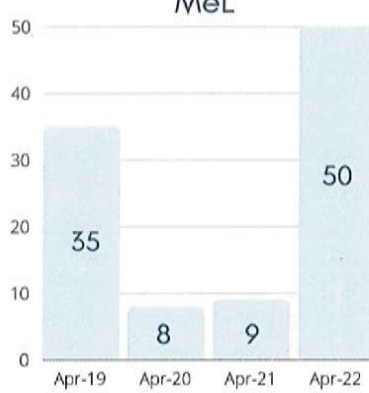


Juv Print



*pictures books, readers, chapter, juv graphic, juv NF

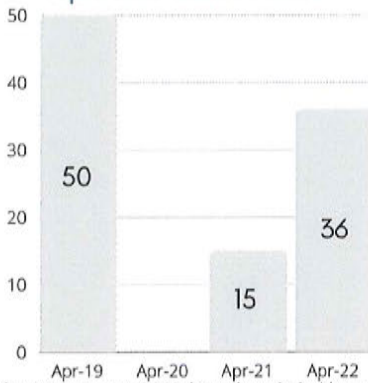
MeL



Games

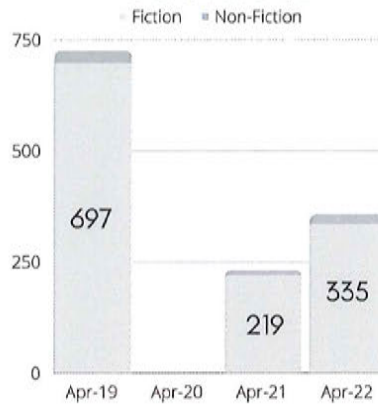


Special Collection

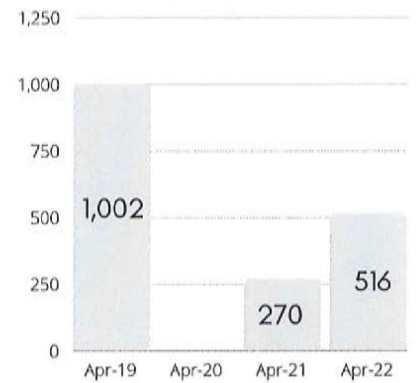


*prior to August 2021 this only included launchpads

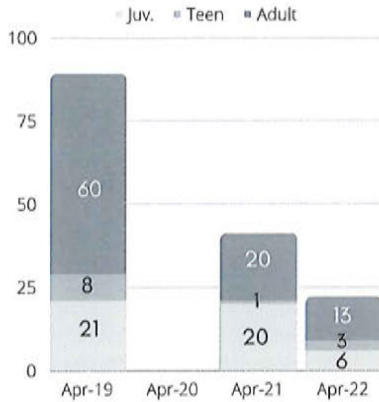
General DVD



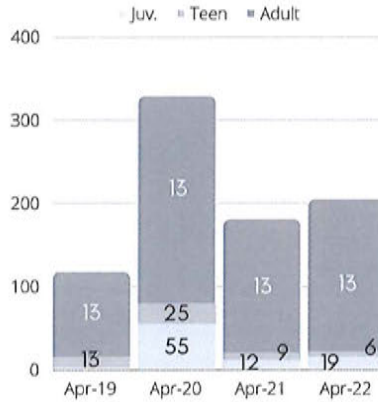
Youth DVD



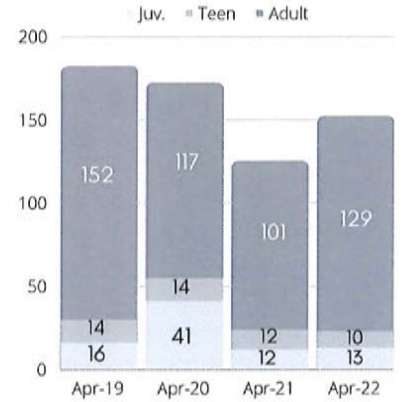
Audiobooks



eBooks



eAudio





Acuity, A Mutual Insurance Company

Total Premium
\$ 3,824 /yr

**COMMERCIAL PROPERTY
COVERAGE PART**

Renewal Declarations

First Named Insured and Address:

HENIKA DISTRICT LIBRARY
149 S MAIN ST
WAYLAND MI 49348

Agency Name and Number:

RENO AGENCY
6814-AA

Policy Number: X45285

Policy Period: Effective Date: 07-01-21
Expiration Date: 07-01-22

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

COVERAGES PROVIDED AND COVERAGE PREMIUMS

Coverage is provided where a Limit of Insurance is shown.

Coverage Item	Premises Number	Building Number	Limit of Insurance	Covered Causes of Loss	Coinsurance Percentage	Premium
Building	001	001	\$ 702,710	Special		\$ 1,512.00
Your Business Personal Property	001	001	358,524	Special	90%	554.00
Business Income and Extra Expense	001	001	50,000	Special		76.00
Valuable Papers and Records - (Other Than Electronic Data)	001	001	100,000	Special		113.00
Total Property Coverage Premium						\$ 2,255.00

COVERAGE FORMS AND ENDORSEMENT PREMIUMS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CP-0090F (07-88)	Commercial Property Conditions	\$
CP-7078 (11-13)	Equipment Breakdown Coverage	260.00
IL-0017F (11-98)	Common Policy Conditions	
CP-0010R (10-16)	Building and Personal Property Coverage Form	
CP-0030F (12-13)	Business Income and Extra Expense Coverage Form	
CP-0140F (07-06)	Exclusion of Loss Due to Virus or Bacteria	
CP-1030F (09-14)	Causes of Loss - Special Form	
CP-1218R (06-07)	Loss Payable Provisions	
CP-7051 (09-17)	Michigan Changes	
CP-7062 (08-10)	Water Backup and Sump Overflow	75.00

Policy Number: X45285
 Effective Date: 07-01-21

Form Number	Form Title	Premium
CP-7088 (10-01)	Michigan Changes - Business Income and Extra Expense Coverage Form	
CP-7094 (09-14)	ACUITY Advantages	
IL-0935F (07-02)	Exclusion of Certain Computer-Related Losses	
IL-7032 (04-17)	Michigan Changes - Cancellation and Nonrenewal	
IL-7084 (01-09)	Michigan Filing Exemption	
CP-0438R (11-18)	Functional Building Valuation	
IL-0995R (01-15)	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Act)	
CP-1532F (06-07)	Civil Authority Changes	
IL-7080 (01-15)	Cap on Losses from Certified Acts of Terrorism	68.00
IL-7082 (12-20)	Disclosure Pursuant to Terrorism Risk Insurance Act	
Total Endorsement Premium		\$ 403.00

PREMIUM SUMMARY

Total Property Coverage Premium	\$ 2,255.00
Total Endorsement Premium	403.00
Total Advance Premium	\$ 2,658.00

DESCRIPTION OF PREMISES

Premises Number	Building Number	Construction, Occupancy and Location
001	001	JOISTED MASONRY LIBRARIES 149 S MAIN ST WAYLAND MI

MORTGAGE HOLDER NAME AND ADDRESS

NONE

OPTIONAL COVERAGES INCLUDED

Applicable only when entries are made in the Schedule below:

Coverage Item	Premises Number	Building Number	Deductible	Agreed Value		Inflation Guard Percentage
				Expiration Date	Amount	
Building	001	001	\$ 1,000	07-01-22	\$ 702,710	2%
Your Business Personal Property	001	001	\$ 1,000	07-01-22	358,524	2%

Policy Number: X45285
 Effective Date: 07-01-21

Coverage Item	Premises Number	Building Number	Deductible	Agreed Value		Inflation Guard Percentage
				Expiration Date	Amount	
Business Income and Extra Expense	001	001				

Premises Number	Building Number	Replacement Cost ¹⁵			Business Income Indemnity			Business Income		
		Building	Personal Property	Including Stock	Monthly Limit	Maximum Period	Extended Period	Including Rent	Excluding Rent	Rental Value
001	001		X	X	1/3				X	

¹⁵ Extension of Replacement Cost to Personal Property of Others Applies

ADDITIONAL NAMED INSURED

WHO IS AN INSURED includes the following Additional Named Insureds:

NONE



**COMMERCIAL GENERAL LIABILITY
COVERAGE PART**

Acuity, A Mutual Insurance Company

Renewal Declarations

First Named Insured and Address:

HENIKA DISTRICT LIBRARY
149 S MAIN ST
WAYLAND MI 49348

Agency Name and Number:

RENO AGENCY
6814-AA

Policy Number: X45285

Policy Period: Effective Date: 07-01-21
Expiration Date: 07-01-22

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CG-0001R (12-11)	Commercial General Liability Coverage Form	\$
CG-0068F (05-09)	Recording and Distribution of Material or Info in Violation of Law Exclusion	
CG-2147F (12-07)	Employment - Related Practices Exclusion	
CG-2167F (12-04)	Fungi or Bacteria Exclusion	
CG-2292F (12-07)	Snow Plow Operations Coverage	
CG-7096 (09-02)	Commercial General Liability - Amendment - Michigan	
CG-7264 (12-19)	Waiver of Transfer of Rights of Recovery Against Others to Us - Automatic Status	50.00
CG-7300 (04-08)	Acuity Advantages - General Liability	
IL-0017F (11-98)	Common Policy Conditions	
IL-0021F (03-14)	Nuclear Energy Liability Exclusion - Broad Form	
IL-7012 (01-18)	Asbestos Exclusion	
IL-7032 (04-17)	Michigan Changes - Cancellation and Nonrenewal	
IL-7084 (01-09)	Michigan Filing Exemption	
CG-2187R (01-15)	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Act)	
CG-7321 (01-15)	Cap on Losses from Certified Acts of Terrorism	
CG-7323 (01-15)	Exclusion of Punitive Damages Related to a Certified Act of Terrorism . . .	
IL-7082 (12-20)	Disclosure Pursuant to Terrorism Risk Insurance Act	
CG-2106F (05-14)	Exclusion-Access of Confidential or Personal Info/Data with Limited BI . .	
CG-2109F (06-15)	Exclusion - Unmanned Aircraft	
Advance Endorsement Premium		\$ 50.00

Policy Number: X45285
 Effective Date: 07-01-21

PREMIUM SUMMARY

Advance Schedule Premium	\$ 200.00
Advance Endorsement Premium	50.00
Total Advance Premium	\$ 250.00

The Total Advance Premium shown above is based on the exposures you told us you would have when this coverage part began. We will audit this coverage part in accordance with Section IV - Conditions, item 5 Premium Audit at the close of the audit period.

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
Products-Completed Operations Aggregate Limit	2,000,000
Personal and Advertising Injury Limit (Any One Person or Organization)	1,000,000
Each Occurrence Limit	1,000,000
Damage to Premises Rented to You Limit (Any One Premises)	100,000
Medical Expense Limit (Any One Person)	10,000
Acuity Advantages - General Liability	See CG-7300

SCHEDULE OF LIABILITY CLASSIFICATIONS

Unit No.	Classification Description	Class Code	Premium Basis ¹	Rates Premises	Products	Advance Premium
001	Libraries - Products - completed operations for this classification are subject to the General Aggregate Limit	66309	2,544 AR	16.637	Included	\$ 200.00 ²
Advance Schedule Premium						\$ 200.00

¹ AR = Area/Square Feet - Rates Apply Per 1,000

² Minimum premium applies.

AUDIT PERIOD

Annual

FIRST NAMED INSURED IS:

ORGANIZATION OTHER THAN PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY



COMMERCIAL EXCESS LIABILITY
COVERAGE PART

Renewal Declarations

First Named Insured and Address:

HENIKA DISTRICT LIBRARY
149 S MAIN ST
WAYLAND MI 49348

Agency Name and Number:

RENO AGENCY
6814-AA

Policy Number: X45285

Policy Period: Effective Date: 07-01-21

Expiration Date: 07-01-22

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CU-7008(11-05)	Asbestos Exclusion	
CU-7010(3-03)	Nuclear Energy Liability Exclusion Endorsement	
CU-7036(4-17)	Michigan Changes	
CU-7037(5-05)	Commercial Excess Liability Coverage Form	
CU-7054(3-03)	Fungi or Bacteria Exclusion	
CU-7067(3-03)	War Liability Exclusion	
CU-7072(1-15)	Conditional Exclusion of Terrorism (Relating to Disposition of Fed. Act)	
CU-7085(1-15)	Cap on Losses from Certified Acts of Terrorism	
CU-7087(1-15)	Exclusion of Punitive Damages Related to a Certified Act of Terrorism	
IL-7082(12-20)	Disclosure Pursuant to Terrorism Risk Insurance Act	
IL-7084(1-09)	Michigan Filing Exemption	

Advance Endorsement Premium

PREMIUM SUMMARY

Advance Premium	\$500.00
Advance Endorsement Premium	
Total Advance	\$500.00

ADDITIONAL NAMED INSUREDS

WHO IS AN INSURED includes the following Additional Named Insureds:

NONE

LIMITS OF INSURANCE

General Aggregate	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

PREMIUM COMPUTATION

Not Subject to Audit	
Estimated Advance Premium	\$500.00

SCHEDULE OF UNDERLYING INSURANCE - GENERAL LIABILITY

Policy Number: CG-X45285
 Name of Insurer: ACUITY, A Mutual Insurance Company
 Policy Period: 07-01-21 To 07-01-22

Occurrence Coverage

Limits or Amounts of Insurance

General Aggregate Limit (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit (Any One Person or Organization)	\$1,000,000
Each Occurrence Limit	\$1,000,000

SCHEDULE OF UNDERLYING INSURANCE - EMPLOYERS' LIABILITY

Policy Number: CWC-X45285-00
 Name of Insurer: ACUITY, A Mutual Insurance Company
 Policy Period: 07-01-21 To 07-01-22

Limits or Amounts of Insurance

Bodily Injury by Accident (Each Accident)	\$500,000
Bodily Injury by Disease (Policy Limit)	\$500,000
Bodily Injury by Disease (Each Employee)	\$500,000



Acuity, A Mutual Insurance Company

WORKERS' COMPENSATION

Information Page

1. Named Insured and Address:

HENIKA DISTRICT LIBRARY
 149 S MAIN ST
 WAYLAND MI 49348

Agency Name and Number:

RENO AGENCY
 6814-AA
 120 W SUPERIOR ST
 WAYLAND MI 49348
 Insured Policy Number: X45285
 Policy Number: CWC-X45285-00

Identification Number:
 FEIN: 383415125

MI Risk ID: 3045773A

The Named Insured is:
 CORPORATION

2. Policy Period: Inception 07-01-21 Expiration 07-01-22
 12:01 A.M. standard time at the address of the insured stated herein.

3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:

Michigan

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	Each Accident	\$	500,000
Bodily Injury by Disease	Policy Limit		500,000
Bodily Injury by Disease	Each Employee		500,000

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except North Dakota, Ohio, Washington and Wyoming and States designated in Item 3.A. above.

D. Endorsements:

Form Number	Form Title	Premium
WC 00 04 06 (08-84)	Premium Discount Endorsement	\$
WC 00 04 24 (01-17)	Audit Noncompliance Charge Endorsement	
WC 00 04 04 (04-84)	Pending Rate Change Endorsement	
WC 00 04 14 A(01-19)	90-Day Reporting Requirement-Notification of Change in Ownership Endorsement	
WC 21 03 03 (06-01)	Michigan Notice to Policyholder Endorsement	
WC 21 03 04 (04-84)	Michigan Law Endorsement	
WC 00 00 00 C(01-15)	Workers' Compensation and Employers' Liability Insurance Policy	

Insured Renewal or Replacement Number: X45285

Renewal or Replacement Number: CWC-X45285-00

Insured Policy Number: X45285
 Policy Number: CWC-X45285-00
 Effective Date: 07-01-21

Form Number	Form Title	Premium
IL-7084 (01-09)	Michigan Filing Exemption	
WC 00 04 03 (04-84)	Experience Rating Modification Factor Endorsement	
WC 00 04 22 C(01-21)	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement	
WC 00 04 21 E(01-21)	Catastrophe (Other than Certified Acts of Terrorism) Premium Endorsement	

4. **Premium:** The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification of Operations	Unit No.	Code No.	Premium Basis (Estimated Total Annual Remuneration)	Rates (Per \$100 of Remuneration)	Estimated Annual Premiums
Michigan					
Public Library or Museum - Professional Employees	001	8810	136,276	\$.08	\$ 109.00
Employers' Liability With Work Comp - Incr. Limits 500,000 BI per Accident, 500,000 Disease per Employee, 500,000 Aggregate Disease Limit	002	9807			50.00
					159.00
Plus Schedule Amount					16.00
Expense Constant		0900			200.00
Provisions for Terrorism	003	9740	136,276	.02	27.00
Provisions for Catastrophe (Other than Certified Acts of Terrorism)	004	9741	136,276	.01	14.00
					416.00
			Total Estimated Annual Premium	\$	416.00
			Annual Minimum Premium	\$	210.00

Named Insured
 HENIKA DISTRICT LIBRARY
Federal Employer Identification Number: 383415125
State Unemployment Number:

**PROPOSAL OF COVERAGES
For
HENIKA DISTRICT LIBRARY**

1) Municipal General Liability Coverage	INCLUDED
2) Public Officials Wrongful Acts Liability Coverage	INCLUDED
3) Auto Liability Coverage	INCLUDED
4) Property Coverage	INCLUDED
5) Outdoor and Portable Equipment Coverage	INCLUDED
6) Electronic Data Processing Equipment	INCLUDED
7) Valuable Papers & Records Coverage	INCLUDED
8) Broad Form Crime Coverage	INCLUDED
9) Public Official & Employee Bond Coverage	INCLUDED
10) Workers Compensation (quoted through Accident Fund)	\$429.00
MTPP (Par Plan) PREMIUM	\$2400.00
Total Package + Workers' Compensation	\$2829.00



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DKRagency.com

Henika District Library

Proposal of Coverages

May 1, 2022

Ryan Brown
Risk Manager

****NOTE****

As with all proposals and summaries, this is not to be construed as a complete disclosure of the following coverages being offered or provided. As with all insurance, please refer to the actual contracts, documents, and policies for the complete wording of terms, conditions, definitions, and exclusions. This supersedes all other "explanations" of the coverages whether oral or written.

Coverage/Service Companies: Michigan Township Participating Plan, HCC Public Risk, Provident, Accident Fund, Amerisure, Liberty Mutual, Colonial Life, Mid-America Appraisal Company, Metropolitan Appraisal Company



FEATURED PRODUCTS

Cyber Liability Insurance *Available limits begin at \$100,000 with premiums starting at \$1,000*

“Cyber” Liability is insurance coverage specifically designed to protect a business or organization from:

- ❖ Liability claims involving the unauthorized release of information for which the organization has a legal obligation to keep private or confidential
- ❖ Security breach response including the cost of IT forensics and credit monitoring
- ❖ Extortion expenses and ransom payments to third party to avert potential damage, system interruption, data corruption or dissemination of confidential information

Workers Compensation Insurance *Offering municipal group discounts & dividend plans*

Workers’ compensation insurance is a specific type of insurance that helps employers provide wages and medical benefits to teammates who have been injured on the job.

Accident Insurance *Protect your Essential Workers & First Responders*

We offer injury and illness coverage for boards, fire departments and law enforcement. These policies provide additional benefits to employees and can provide coverage on or off duty. Plan limits and premiums available to fit every need.

ADDITIONAL SOLUTIONS

- | | |
|---|---|
| <input type="checkbox"/> Health Insurance | <input type="checkbox"/> Fiduciary Liability |
| <input type="checkbox"/> Employee Benefits | <input type="checkbox"/> Pollution Coverage |
| <input type="checkbox"/> Dental & Vision Care Programs | <input type="checkbox"/> Storage Tank Coverage |
| <input type="checkbox"/> Life Insurance | <input type="checkbox"/> Excess Limits |
| <input type="checkbox"/> Higher Liability Limits | <input type="checkbox"/> Volunteer Accident |



**Features
of the
Decker Agency Public Entity Program**

- Dedicated Service Team, One Phone Number To Call.
- No Pooling - 100% Of Covered Risk Is Placed With Insurance Companies.
- Non-Assessable.
- Independent Liability Limits.
- "True" Occurrence Form Liability - **No Claims Made Liability Forms.**
- Higher Limits for Most Coverage Sections Are Available Upon Request.
- **Group Experience Dividend Plan** - No other non-pool program offers this feature.
- **Risk Reduction Grant Program** - visit: www.theparplan.com for additional information.
- **HR Muni - Human Resources risk management services provided free to members.**

*working to
add sexual
liability
training
free background
checks*

Over \$5,000,000 in Grants & Dividends

*1 yr to
quality
\$5,000 + 2
yr
April
Nov
libraries
get good
chance*

INDEX OF COVERAGE SECTIONS

- I) MUNICIPAL GENERAL LIABILITY COVERAGE
- II) PUBLIC OFFICIALS LIABILITY COVERAGE (Wrongful Acts)
- III) AUTO LIABILITY & PHYSICAL DAMAGE COVERAGE
- IV) PROPERTY COVERAGE
- V) OUTDOOR & PORTABLE EQUIPMENT COVERAGE (Inland Marine)
- VI) ELECTRONIC & DATA PROCESSING EQUIPMENT COVERAGE
- VII) VALUABLE PAPERS & RECORDS COVERAGE
- VIII) BROAD FORM CRIME COVERAGE
- IX) PUBLIC OFFICIAL & EMPLOYEE BOND COVERAGE
- X) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY
- XI) CYBER & PRIVACY LIABILITY POLICY

PROPERTY, VEHICLE & INLAND MARINE SCHEDULES

DECKER AGENCY

info@dkragency.com

Local 269.327.2700

Toll Free 800.678.4100

Fax 269.327.8578

SUPPORT COMPANIES

CLAIMS ADMINISTRATION

1700 Opdyke Ct.
Auburn Hills MI 48326
Toll Free 800.225.6561
Fax 248.371.3091

TECHNICAL ADMINISTRATION

1700 Opdyke Ct.
Auburn Hills MI 48326
Toll Free 800.783.1370
Fax 248.371.3069

RISK CONTROL ADMINISTRATION

1700 Opdyke Ct.
Auburn Hills MI 48326
Toll Free 800.225.6561
Fax 248.371.3069

I) MUNICIPAL GENERAL LIABILITY COVERAGE

Per-Occurrence Liability Limit (Occurrence Form Liability)	\$1,000,000
Policy Period Maximum Limit	UNLIMITED
Section I Deductible	\$ - 0 -

- A) Bodily Injury Included.
- B) Personal Injury Included.
- C) Property Damage Included.

Additionally Named:

The "Persons Covered" provision of the Comprehensive Municipal Liability coverage also includes the following while acting "on behalf of" or "in the interest of" the Named Entity.

- 1) **Any** member of the governing body of the named Entity;
- 2) **Any** member of a board/commission of the named Entity;
- 3) **Any** elected or appointed official of the named Entity;
- 4) **Any** employee of the named Entity; and
- 5) **Any** volunteer for the named Entity.

Additionally Included:

- 1) Advertising Injury Liability - Includes Slogan Infringement.
- 2) **Host Liquor Law Liability** - Includes Incidental Giving and Serving.
- 3) Broad Form Property Damage Liability.
- 4) Incidental Medical Malpractice Liability (All employees).
- 5) Extended Bodily Injury & Property Damage Liability (Broad Form) - The definition of occurrence includes any intentional act by or at the direction of the additionally named which results in bodily injury or property damage if such injury arises from the use of reasonable force for the purpose of protecting persons or property.
- 6) Contractual Liability - Coverage for the Entity When It Becomes Legally Obligated for Liability Assumed Through Contractual Agreement.
- 7) Newly Acquired or Formed Organizations or Operations - 180 Days Automatic Coverage for Bodily Injury, Personal Injury, Property Damage and Advertising Injury Liability.
- 8) Products (Services) and Completed Operations Liability.
- 9) Premises and Operations Liability.
- 10) Elected or Appointed Officials Residence or Place of Employment Liability. (All Applicable Coverages).
- 11) **Special Events Liability** - Includes Sponsored Athletic, Fund Raising, Social or Recreational Events (Fireworks and/or Liquor Liability excluded, available separately).
- 12) No Specific Exclusions or limitations for: Vicarious Liability, Fellow Employee or Exemplary Damages.
- 13) Premises Medical Payments - \$10,000 each person/\$50,000 Policy Maximum Limit.
- 14) Definition of "Bodily Injury" and "Personal Injury" are AMENDED to include mental anguish, mental injury, shock, and disability.
- 15) Definition of "Occurrence" is AMENDED to include accident, event or happening.

II) PUBLIC OFFICIALS LIABILITY COVERAGE (Wrongful Acts)

Per-Occurrence Liability Limit (Occurrence Form Liability)	\$1,000,000
Policy Period Maximum Limit	UNLIMITED
Section II Deductible	\$ - 0 -

- A) Employment Practices Liability Included.
- B) Non-Monetary Defense Coverage Included.
\$25,000 Per Suit / \$50,000 Policy Period Maximum.
- C) **Abuse and Molestation Coverage Included.**

No Coverage currently in Activity Policy

Additionally Named:

The "Persons Covered" provision of the Wrongful Acts Liability coverage also includes the following while acting "on behalf of" or "in the interest of" the Named Entity.

- 1) **Any** member of the governing body of the named Entity;
- 2) **Any** member of a board/commission of the named Entity;
- 3) **Any** elected or appointed official of the named Entity;
- 4) **Any** employee of the named Entity; and
- 5) **Any** volunteer for the named Entity.

Additionally Included:

- 1) Coverage addresses Not Only Public Officials and Employees, but the Entity as well.
- 2) Pay on Behalf Wording.
- 3) "All Employee's Endorsement" (those who were, now are or shall be).

III) AUTO LIABILITY COVERAGE

Per-Occurrence Liability – Bodily Injury and Property Damage	\$1,000,000
Non-Owned & Hired Auto Liability	INCLUDED

Additionally Included:

- 1) Public Officials/ Employees Vehicles (Physical Damage Reimbursement)
\$1,000 per Loss Maximum while being used for Entity business.

Over and above Personal Policy + replace deductible

Owned Policy



IV) BUILDING & CONTENTS COVERAGE *→ not computers*

Total Building & Contents Limit	\$1,061,235
Section IV Deductible	\$ 500 <i>→ c. \$1,000</i>
Equipment & Mechanical Breakdown Limit (Boiler)	INCLUDED
Equipment & Mechanical Breakdown Deductible (Boiler)	\$ 1,000

- A) "All Risk"/Agreed Value Replacement Cost.
- B) See Property Schedule Page for Individual Limits.

Additionally Included:

- 1) Accounts Receivable any one occurrence- \$250,000
- 2) Business Income any one occurrence- \$500,000
- 3) Extra Expense any one occurrence- \$500,000
- 4) Debris Removal any one occurrence- 25% of direct physical loss or damage to covered property.
- 5) Newly Acquired or Constructed Prop-Building for 180 days at each building \$1,000,000.
- 6) Personal Effects- Property of any one employee or volunteer \$1,000. (\$50 Deductible)
- 7) Property Transit any one occurrence- \$50,000
- 8) Property off Premises any one occurrence- \$100,000

V) OUTDOOR & PORTABLE EQUIPMENT COVERAGE (Inland Marine)

Collective Total Limit	\$ 15,000
Section V Deductible	\$ 500

- A) Provides "All Risk" Coverage on a "Stated Amount" basis for property & equipment owned by the Entity while on or off the premises.
- B) See Inland Marine Schedule Page for Individual Limits.

VI) ELECTRONIC & DATA PROCESSING EQUIPMENT COVERAGE *→ just computers*

Broad Form Hardware & Software Limit	\$ 100,000
Section VI Deductible	\$ 500

- A) Provides "All Risk" Coverage on a "Stated Amount" basis for electronic & data processing owned by the Entity including power surge and extra expenses.
- B) Included Minimum Policy Limit.

VII) VALUABLE PAPERS & RECORDS COVERAGE *→ maps, blue prints, hard to replace*

Per Loss Maximum Limit	\$ 250,000
Section VII Deductible	\$ 500

- A) Broad Form Coverage for the Reconstruction of Valuable Papers & Records.
- B) Example: Meeting records, registrations, catalog records, etc.
- C) Locations Include: All owned Entity premises and all officials' homes and/or any other off premise storage location. (\$100,000 Limit)

→ not currently have

VIII) BROAD FORM CRIME COVERAGE

Year Round Maximum Limit	\$ 100,000
Section VIII Deductible	\$ - 0 -

- A) Money & Securities Coverage – “Broad Form”.
- B) Forgery & Alteration Coverage – “Broad Form”.
- C) Computer Fraud.
- D) Inside Coverage:
 - 1) actual destruction, or wrongful abstraction
 - 2) other property if loss results from safe burglary or robbery within premises.
- E) Outside Coverage:
 - 1) while the property is being conveyed by a messenger
 - 2) while it is being conveyed by an armored car company
 - 3) while it is within the living quarters if the home of any messenger or collector
- F) Included: All Owned Entity premises and all officials' homes and/or any other off premise collection location.

IX) PUBLIC OFFICIAL AND EMPLOYEE BOND COVERAGE

→ embezzle theft

<u>Position</u>	
Blanket Employee	\$ 100,000* +
Director	10,000
Assistant Director	10,000
Administrative Assistant	10,000
Board President	10,000
Treasurer	10,000

*Limit is excess over individual Position Bonds.

**X) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE
(Billed Separately by Accident Fund) Quoted**

↓ yearly dividend

Limits of Coverage:

1) Bodily injury by accident-each accident	\$ 500,000
2) Bodily injury by disease-policy limit	\$ 500,000
3) Bodily injury by disease-each employee	\$ 500,000

Henika District Library As of 05/01/2022

Property Schedule

<u>Loc #</u>	<u>Bldg #</u>	<u>Address</u>	<u>Description</u>	<u>Building Limit</u>	<u>Contents Limit</u>
1	1	149 South Main Street	Library	\$ 702,710	\$ 358,525

Vehicle Schedule

<u>Year</u>	<u>Type</u>	<u>Description</u>	<u>VIN#</u>	<u>Vehicle Limit</u>
		NO OWNED VEHICLES		

Inland Marine Schedule

<u>Description</u>	<u>Item Limit</u>
Miscellaneous Equipment	\$ 15,000

Scheduled Equipment (items over \$25,000)

Additional Insureds

<u>Entity</u>	<u>Interest</u>
---------------	-----------------

03/21/2022

Quote # 0111170020

HENIKA DISTRICT LIBRARY
 149 S MAIN ST
 WAYLAND, MI 49348

DECKER AGENCY LLC
 9848 PORTAGE ROAD, SUITE 101
 PORTAGE, MI 49002

Summary

Option: Guaranteed Cost

Insurance Company	CompWest Insurance Company	Total Estimated Premium	\$429.00
Effective Date	07/01/2022		
Expiration Date	07/01/2023	Group Program	Municipal Group Program
Quote Valid Through	07/01/2022		
Payment Terms		Total Plan Cost	\$429.00
Semiannual - Direct Bill			

Details for Guaranteed Cost

Quoted Rates by Class Code

Michigan - 07/01/2022 through 07/01/2023					
Loc.	Classification	Code	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
1	PUBLIC LIBRARY OR MUSEUM	8810	136276	0.0700	\$95.00
	Total Manual Premium				\$95.00
	Employers Liability (E/L) increased limits factor	9807	95	1.0100	\$1.00
	Balance to E/L increased limits minimum premium	9848	1	50.0000	\$49.00
	Total Subject Premium				\$145.00
	Total Modified Premium				\$145.00
	Group Program Credit	9034	145	0.9500	(\$7.00)
	Total Standard Premium				\$138.00
	Expense Constant	0900	1	250.0000	\$250.00
	Terrorism Premium	9740	136276	0.0200	\$27.00
	Catastrophe Premium	9741	136276	0.0100	\$14.00
	Estimated Annual Premium				\$429.00
	Other Premium and Surcharges				
	Total Amount Due				\$429.00

Total Estimated Annual Premium \$429.00

Coverages and Endorsements

We have reviewed the application and are providing those coverages provided by the standard Workers' Compensation Policy and any state-mandated endorsements. Any coverages or endorsements not specifically mentioned in this quote are not included with this proposal.

Item 3A (WC): MI

Item 3B Employers' Liability

Each Accident: \$500,000

Disease - Policy Limit: \$500,000

Disease - Each Employee: \$500,000

Item 3C (Other States):

Premium Payments and Schedule

This schedule is an estimate only. Please refer to the direct bill invoice which will include due dates and other policies billings, if applicable. It is hereby agreed and understood that the premium is to be paid on an installment basis as follows:

	Due Date	Amount Due
1	07/01/2022	\$214
2	01/01/2023	\$214
Total Amount Due		\$429.00

Billing Method(s)

Direct Bill

Installment Plan(s):

Semiannual - Direct Bill

See the attached Notice of Installment Payment worksheets for additional information.

Terms and Conditions

1. This quote is based on payrolls, rates and experience modifications currently in effect as outlined below. Any changes to these values or other rating factors, as mandated by regulatory entities, may result in adjustments to our proposal. Additionally Accident Fund reserves the right to adjust the quote if the payrolls or premiums change more than 10% prior to policy issuance.
 - a. If during the course of the policy, the scope of the Insured's operations materially changes, we reserve the right to adjust the pricing and/or program(s) offered based on the exposures, losses and risk characteristics.

Disclaimers

This quotation is valid until policy effective date but is subject to change prior to acceptance if there is a change in exposure, or a change in rates or other items required to be charged by applicable jurisdictions.

Fee Disclosures: Unless prohibited by state law, the following fees may be charged to underwritten policies:

Paper Invoice Fee:	Insufficient Funds Fee:	Reinstatement Fee:
\$5	\$20	Up to \$20*

*Depending on payment plan

Applicant's Signature X _____ Date ____ / ____ / ____

Signature of Agent/Producer X _____ Date ____ / ____ / ____



DECKER
AGENCY

DKRagency.com



The Par Plan Risk Reduction Grant and Dividend Program

***Over \$5million awarded to date!**

Previous Grant Awardees

Alpine Township • Adrian Township • Arcadia Township • Barry Township Police
Department • Blair Township • Caledonia Township • City of Coloma • City of Walker
Fredonia Township • Grayling Township • Hamlin Township • Huron Township
Kalamazoo Township • Madison Township • Milton Township • Pittsford Township
Sheridan Fire Department • Salem South Lyon Library • Superior Township
Whitehall Township • Village of Burr Oak • Village of Cass City

Winning Project Examples

Firefighting Training
Fire Vehicle Backup Cameras
Police Department Tazer Training
Police Department In-Car Cameras
Ambulance Front Bumper Guard
Fire & Rescue Training Structure
EMS Power Cot
Chevron Striping on Emergency Vehicles
High Visibility Outerwear
Sewer Cameras

Baseball Diamond Fence Guards
Video Surveillance Systems
Park/Playground Fall Material
Parking Lot Lights
Smoke Detector with Direct Dial In
Well House Video Surveillance
Emergency Lighting & Exit Signs
Employee Training or Education
Server for Police Patrol Recordings
Body Cameras for Police Officers

Grant opportunities available twice a year in the spring and the fall. Dividends are awarded annually based on the programs performance. For more information go to www.theparplan.com and download the grant guidelines.



Human Resources Risk Management Services for Public Entities

Spend Less Time on HR Compliance While Reducing Risk

HR MUNI is provided free of charge to all Michigan Township Participating Plan members.

HR MUNI Risk Management Services

Unlimited HR Advice by Telephone / Email

Reduce employment lawsuits with real-time advice from experienced HR professionals and/or employment attorneys.*

Training for Managers and Employees

Limit sexual harassment and discrimination claims with interactive, online training courses.

Toll-Free Employee Complaint Hotline

Encourage early reporting of employee concerns to a third party for crucial advance notice of claims that may be avoided.

Public Sector Employment Law Updates & Webinars

Stay abreast of employment law changes with email updates and periodic webinars.

Online Knowledge Center

Easily access online resources (24/7) developed by employment attorneys and HR professionals* including:

- **Sample workplace policies** to help prevent the most significant workplace claims.
- **Step-by-step guidance** to respond to and handle human resources issues.
- **Red flags** to trigger further action/investigation before employee discipline or termination.

Proactive Onboarding

Each client receives an introductory email and phone call about these risk control services from a member of the HR MUNI risk management team.*

Login to hrmuni.com

On your **first visit** to hrmuni.com:

1. Click Register.
2. Enter the information in the required fields. Your Sign-Up Code is your current policy number.
Do not include spaces, dashes or hyphens when entering your policy number. If you need assistance obtaining your sign-up code, please contact the HR MUNI program at 800-387-4468 or email: HRadvice-PE@eplaceinc.com.
3. Click Submit.
4. On the next page, read the Terms of Service and indicate your acceptance by clicking: I Accept.

On your **next visit** to hrmuni.com:

1. Enter your email address and password. If you do not remember your password, click "Forgot my password" and a new password will be sent via email.
2. Click Submit.

For all assistance or questions about HR MUNI, call **800-387-4468** or email: HRadvice-PE@eplaceinc.com

For all other risk control assistance, contact TMHCC Risk Control at 800-878-9878.

hrmuni.com

The Michigan Township Participating Plan is administered by Tokio Marine HCC – Public Risk Group.

*HR MUNI is powered by ePlace Solutions, Inc. All services and resources are provided by ePlace Solutions, Inc. human resource professionals and employment attorneys.

©Tokio Marine HCC – Public Risk Group



Copy, Fax, and Book Sale: Charge VS Donation

Pre-Pandemic: September 2019 - March 2020

- Charging
 - Black and White Prints
 - 8.5"x11" - 10¢ per page
 - 8.5"x14 - 20¢ per page
 - 11"x17" - 25¢ per page
 - Color Prints
 - 8.5"x11" - 25¢ per page
 - 8.5"x14 - 50¢ per page
 - 11"x17" - 75¢ per page
 - Faxing
 - 50¢ per page
 - \$10 for 20+ pages
 - Book Sale
 - Children's books: Hardcover \$0.50, Paperback \$0.25
 - Tween/Teen/Adult books: Hardcover \$1.00, paperback \$0.50
 - AV: DVDs/CDs \$1.00, Audiobook \$2.00

- Income
 - Prints: \$1,679.92
 - Fax : \$695.40
 - Book Sale: \$119.50

Recently: November 2021 - May 2022

- Expenses
 - Paper \$356.25
 - Ink \$206.06
 - Total \$562.31
- Income
 - Prints: \$970.22 (↓ \$709.70)
 - Faxes: \$850.75 (↑ \$155.35)
 - Book Sale: \$165.99 (↑ \$46.49)
- Profit
 - +\$407.91 net
 - Approx 10¢ per page (based on 50% employee usage)

- Other considerations: State of Printer



Proposal For:

**Henika District Library
New Camera System**

Project Location:

149 South Main Street
Wayland MI 49348

Prepared For:

Cierra Bakovka

Prepared By:

Brittany Johnson



**ACCESS
CONTROL**



VIDEO



FIRE



**BURGLAR
ALARM**

Cierra Bakovka

Henika District Library

149 South Main Street

Wayland, Michigan 49348

waycb@llcoop.org • 2697922891

03 / 09 / 2022

Hello Cierra. It is my pleasure to present this estimate for your New Camera System. Our proposals are pretty. Right? They're loaded with great information too. Let's be honest, though. I know what you are looking for... **THE PRICE!** Let me save you some time. Here it is: **\$3,995.00** (Don't worry, this number is at the end too - along with where it came from.)

Phew! That's done. Now you can see that TKS is not in the business of wasting your time. I would love the opportunity to tell you what we are in the business of: **Securing YOU - the right way.** When it comes to access control, video systems, burglar alarms and fire alarms; TKS Security is 100% committed to providing our customers with gold-standard products, installation and service! This starts with being a licensed, bonded and insured security integrator. Here is what that means for you:

- *Eliminate the unnecessary risk that comes with unqualified installers or poor quality equipment.*
- *We choose to be Licensed by the State of Michigan (It's true! Integrators are not required to be licensed to install alarms)*
- *Regular background checks on our employees*
- *Knowledgeable, expert installers*
- *Only NDAA Compliant Equipment*

Please review the included scope of work and related pricing. If you have any questions or need anything at all, do not hesitate to reach out. I am here to help!

Thank you very much for this opportunity. I am looking forward to going to work for you soon!

Sincerely,

Brittany Johnson

Account Executive

(616) 202-4445

bjohnson@GoTKS.com

www.GoTKS.com

Project Information

Project Name: Henika District Library New Camera System

Project Location(s): 149 South Main Street, Wayland MI 49348

On-Site Contact Name/Info:

Customer Responsibilities: TKS Security will have access to the location above, Monday-Friday from 8a-5p. A 120V/AC power outlet and an internet connection must also be provided (can use existing when available). For projects containing a fire alarm, dedicated 120V/AC power with lockout must be provided at the panel location.

Scope of Work: *See Orange Text Below*

Access Control (AC): TKS Security will build your cloud-hosted AC account, provide and install any required equipment, and train your team. Authorized users will be able to control your system locally or remotely, from most devices with an internet connection. Your cloud hosted system eliminates the need for server updates, feature upgrades or additional licensing fees.

Video Management System (VMS): TKS Security will provide, install and program any required equipment for your VMS and train your team once complete. Your system along with remote video services (RVS) from TKS will give you the ability to easily view your system and search for security events locally and remotely from most devices with an internet connection.

Burglar Alarm (BA): TKS Security will provide, install and program any required equipment for your BA and train your team once complete. Authorized users will be able to control your system locally or remotely from most devices with an internet connection. Paired with our award winning central station monitoring you will have an easy to operate system that offers the best, most professional protection in the industry.

Fire Alarm (FA): TKS Security will provide, install and program any required equipment for your FA and train your team once complete. Paired with our award winning central station monitoring, you will have a state of the art system that offers the best, most professional protection available in the industry.

Locksmith Services (LS): TKS Security is one of the only security integrators in Michigan with multiple locksmiths on staff. In fact, our team installs the locks for ALL of the major security companies in the State. By eliminating the back and forth between lock and security integrators, we streamline the install and service processes - ultimately saving you time and money!

Add'l Notes: TKS to provide and install list of material below. 4 cameras to be installed. 1 camera installed in the adult section by elevator. 1 camera installed in circulation floor to cover side entry and main floor. 1 camera installed in previous covered porch area to view main entry. 1 camera installed in the children's section by the elevator.

VIDEO SYSTEM

Click [here](#) for detailed information about our video system solutions.

QTY	SKU	Name
1	DellSFFi5-2TB	Paramount DW Server - Windows 10 Pro - i5 - 2TB
1	DW-SPECTRUMLSC004	DW Spectrum 4 Pack Camera License
1	TPE-TG80G	Trendnet 8-Port Gigabit POE+ Switch
4	IP-5IRD4S34/28	TVT 4MP Fixed Turret 2.8mm
1	CAT6-GRN (500)	Cat6 Riser Green 500ft Box
4	WIRLBR	Wire Drop Labor - Installation, Termination
1	MISC-1	Misc. Install Materials, Beam Clamps, Wire Rings, Wire Ties, J Hooks, Wire Mold Etc..
12	INSLBR	Install Labor - Programming, Installation, Testing

Subtotal	\$3,995.00
Discount	\$0.00
Total	\$3,995.00

INITIAL INVESTMENT

Parts, Installation, Programming Testing, Training

\$3,995.00

MONITORING/HOSTING

Click [here](#) for detailed information about our monitoring/hosting solutions.

Quantity	Description	Price	Subtotal
1	*Remote Video Service (RVS) 1-9 Cams	\$14.95	\$14.95

↓
\$179.40/yr
Billed Quarterly

Subtotal	\$14.95
Discount	\$0.00
Total	\$14.95

RECOMMENDED SERVICES (OPTIONAL)

Quantity	Description	Price	Subtotal
1	Quality Service Program <i>Price per Month, per Location. No Additional Cost for Service!</i>	\$50.00	\$50.00

↓
\$600/yr

Subtotal	\$50.00
Discount	\$0.00
Total	\$50.00

Please select a QSP option:

If Declined: I accept service terms as outlined in contract.

If Accepted: No cost for future parts or labor as long as QSP is paid current. (Excludes physical damage. i.e. vandalism, acts of God, etc.)

I understand the parts/labor terms.

All-in-One Commercial Agreement
Kenneth Kirschenbaum, Esq., Tel. No. (516) 747-6700
KIRSCHENBAUM CONTRACTS@Copyright 1/1/2020

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TKS SECURITY
7050 12th Avenue
Jenison, Michigan 49428
(888) 595-1115

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 3/9/2022

Subscriber's Name: Henika District Library

Telephone No.: 2697922891

Address: 149 South Main Street, Wayland, MI, USA

Email Address: waycb@llcoop.org

1. TKS SECURITY (hereinafter referred to as "TKS" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

Total Purchase Price: \$3,995.00 + Tax if Applicable

Down Payment: \$1,997.50

Balance due upon completion of installation: \$1,997.50 + Tax if Applicable

2. DESCRIPTION OF EQUIPMENT AND SERVICES (Select Services Provided):

- Monitoring Center Services
- Repair Service
- Inspection
- Remote/Cloud Video Services
- Video System
- Access Control
- Access Control Administration
- Alarm Signal Verification
- Cellular Network
- Self-Monitoring
- Burglar Alarm
- Fire Alarm
- Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TKS / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination TKS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TKS is the intellectual property of TKS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by TKS. TKS' signs and decals remain the property of TKS and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable (select one option):

Billing shall be: Monthly Quarter Annually Semi-Annually Annually

(a) **MONITORING CHARGES:** Subscriber agrees to pay TKS the sum of \$N/A per month for the monitoring of the Security System and/or Fire Alarm System for the term of this agreement.

(b) **SERVICE:** Unless a QSP is selected, subscriber agrees to pay TKS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay TKS for all parts and labor at time of service (Standard/Non-Emergency Rate: \$160.00/hour labor plus \$120 trip charge plus parts). Subscriber is not obligated to call TKS for per call service and TKS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than TKS during warranty period relieves TKS of any further obligations under the Limited Warranty. Subscriber to initial for per call service option:

(c) **INSPECTION AND TESTING:** Subscriber agrees to pay TKS \$N/A per month for the term of this agreement for inspection service. If this option is selected TKS will make 4 inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. TKS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TKS has no responsibility or liability.

(d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay TKS the sum of \$N/A per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TKS or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TKS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(e) **REMOTE VIDEO SERVICES (RVS) / CLOUD VIDEO SERVICES (CVS):** Subscriber agrees to pay TKS the sum of \$14.95 per month for the term of this agreement. (Select Services Provided):
 Remote Video Services (RVS) Cloud Video Services (CVS)

(f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay TKS the sum of \$N/A per month for the term of this agreement. (Select Services Provided):
 Hosted Access Control Managed Access Control

(g) **CELLULAR NETWORK:** Subscriber agrees to pay TKS the sum of \$N/A per month for the term of this agreement.

(h) **SELF-MONITORING:** Subscriber agrees to pay TKS the sum of \$N/A per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

(i) **CYBER SECURITY: COMPLIANT ENCRYPTION:** Subscriber agrees to pay TKS the sum of \$N/A per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST), UL or any other established criteria for encryption.



IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(l) ABOVE, SUBSCRIBER SHALL PAY \$14.95 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(l).

- 5. TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of 10 years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof TKS shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. TKS may invoice Subscriber in advance monthly, quarterly, or annually at TKS' option. Unless otherwise specified herein, all recurring charges for 4(a)-(l) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.
- 6. MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TKS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department (First Responders) depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from TKS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of TKS or TKS' designee Monitoring Center and TKS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of TKS and are not maintained by TKS except TKS may own the radio network, and TKS shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish TKS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, TKS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with TKS' notification obligation. All changes and revisions shall be supplied to TKS in writing. Subscriber authorizes TKS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests TKS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TKS \$90.00 for each such service. TKS may, without prior notice, suspend or terminate its services, in TKS' sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by TKS.
- 7. REPAIR SERVICE:** Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TKS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TKS' written consent.
- 8. SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by TKS, the equipment will transmit data via Subscriber's high speed internet, cellular or radio communication service from remote device supplied by TKS or Subscriber's internet or wireless connection device which is compatible with TKS' remote services. TKS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the internet, over which TKS has no control. The remote services server is provided either by TKS or a third party. TKS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TKS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and TKS shall have no liability for access to the alarm system by others.
- 9. WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed internet access and/or wireless services at Subscriber's premises. TKS does not provide internet service, maintain internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, TKS will authorize Subscriber access. TKS is not responsible for Subscriber's access to the internet or any interruption of service or down time of remote access caused by loss of internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and TKS shall have no liability for such third party unauthorized access. TKS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. TKS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or internet service.
- 10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION:** If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service TKS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TKS shall have no liability for data corruption or inability to retrieve data even if caused by TKS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by TKS and TKS has no responsibility for such access or IP address service. TKS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided TKS will maintain the data base for the operation of the Access Control System. Subscriber will advise TKS of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TKS regarding personnel access must be in writing via email or fax to addresses designated by TKS. TKS shall have remote internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and internet access.
- 11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS:** If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. TKS shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, TKS shall store data received from Subscriber's system for one year. TKS shall have no liability for data corruption or inability to retrieve data even if caused by TKS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by TKS and TKS has no responsibility for such access or IP address service. If system has remote access TKS is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. TKS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. TKS has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.
- 12. GUARD RESPONSE:** If guard response is specified as a service to be provided, upon receipt of an alarm signal, TKS or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests TKS to station its guard at the premises for more than 30 minutes, and TKS has sufficient personnel to provide such service, and TKS makes no such representation that its personnel will be available, then Subscriber agrees to pay TKS \$95.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to TKS to provide extended guard service by email, text or recorded conversation to TKS at the time request is made and TKS is authorized to ignore any request not confirmed within 15 minutes.
- LIMITED WARRANTY ON SALE**
- 13.** In the event that any part of the security equipment becomes defective, TKS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TKS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TKS is not the manufacturer of the equipment and other than TKS' limited warranty Subscriber agrees to look exclusively to the manufacturer of the

equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, TKS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and TKS shall not be liable for consequential damages. TKS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. TKS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TKS. Subscriber acknowledges that any affirmation of fact or promise made by TKS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TKS' skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TKS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TKS' breach of this agreement or negligence to any degree under this agreement is to require TKS to repair or replace, at TKS' option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TKS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

14. **DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** TKS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including TKS' negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of TKS, TKS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay TKS the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of TKS on less than 24 hour notice to TKS. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of TKS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should TKS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay TKS for such service or material.
15. **TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify TKS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TKS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TKS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TKS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TKS fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TKS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TKS, evidencing that warranty service was requested by Subscriber.
16. **CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TKS' written consent.
17. **ALTERATION OF PREMISES FOR INSTALLATION:** TKS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TKS' sole discretion for the installation and service of the security system, and TKS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.
18. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TKS.
19. **LIEN LAW:** TKS or any subcontractor engaged by TKS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.
20. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TKS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by TKS' performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TKS or TKS' subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TKS, which shall not unreasonably be withheld. TKS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.
21. **EXCULPATORY CLAUSE:** TKS and Subscriber agree that TKS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and TKS' services are designed to detect and reduce certain risks of loss, though TKS does not guarantee that no loss or damage will occur. TKS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TKS' breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.
22. **INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and TKS is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage TKS' services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or TKS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TKS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against TKS and its subcontractors for loss or damages caused by perils intended to be detected by TKS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.
23. **LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT, EXCEPT FOR TKS' GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TKS AS A RESULT OF TKS' BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TKS' OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT TKS' LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE TKS' AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH TKS' INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TKS' LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.
24. **LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by TKS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TKS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TKS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TKS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and TKS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE. The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by TKS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TKS ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or

papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Michigan, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TKS' principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TKS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

25. TKS' RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TKS is authorized and permitted to subcontract any services to be provided by TKS to third parties who may be independent of TKS, and that TKS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TKS to act as Subscriber's agent with respect to such third parties, except that TKS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TKS' disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of TKS.

26. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify TKS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event TKS discovers the presence of suspected asbestos or other hazardous material, TKS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate TKS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If TKS, in its sole discretion, determines that continuing the work poses a risk to TKS or its employees or agents, TKS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate TKS for all services rendered and material provided to date of termination. TKS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall TKS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

27. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TKS assigned by TKS to perform any service for or on behalf of Subscriber for a period of two years after TKS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TKS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TKS, times twelve, together with TKS' counsel and expert witness fees.

28. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TKS for any fees or fines relating to permits or false alarms. TKS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons TKS requiring any services or appearances, Subscriber agrees to pay TKS \$160 per hour for such services and appearances. Subscriber shall reimburse TKS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants TKS a security interest in the security equipment installed by TKS and TKS is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TKS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

Turn Key Systems, LLC (DBA: TKS Security)

Henika District Library

Brittany Johnson

Brittany Johnson

Cierra Bakovka

Account Executive

Date Accepted: 03 / 09 / 2022

Date Accepted:



WHY TKS

OUR MISSION is to protect people and property while providing our customers with the best security solutions and service.

OUR VISION is to become Michigan's best security company by being the leader in service, knowledge, design and delivery.

CORE VALUES AND GUIDING PRINCIPLES

- **CUSTOMER-FOCUSED** – We will be respectful, responsive, caring and consistent in all customer relations. We will always keep the customer at the forefront of our decisions and our actions.
- **TEAMWORK** – Every member of the TKS team will contribute their time & talent in a coordinated effort to ensure the company will consistently meet its' strategic goals. We will communicate our Vision, Mission and Values in a clear, consistent & transparent manner so that all team members understand their role & requirements in achieving these goals.
- **INTEGRITY** – In all facets of our business, our actions shall remain consistent. We will gain trust by honoring our commitments, exemplifying honesty and integrity to our customers, our employees and our community.
- **INNOVATIVE** – The products, systems and technologies that we deliver to our customers will represent the leading edge in our industry. We will partner with companies that are forward looking and that provide us with the highest quality custom security solutions available.
- **ACCOUNTABILITY** – Each member of our team agrees to be accountable for ownership of their actions in relation to other members of the team, our various partners and especially to our customers.

Turn Key Systems, LLC | dba: **TKS || SECURITY**

- *Founded in 2010*

- State of Michigan Licensed Security Alarm Contractor, License [#3601206063](#)
- State of Michigan Licensed Fire Alarm Contractor, License [#5103347](#)
- State of Michigan Bureau of Fire Services, Public Act 207 Certification [#A-1158](#)

- 24/7 Emergency Service
- Maintenance and Service Agreements Available in Certain Areas
- 24/7 UL Central Station Monitoring
- Intrusion Detection (Burglar Alarms)
- Fire Alarms
- Access Control
- Intercoms
- Security Video Management Systems (Replacement of CCTV)
- Integrated Systems