

PERE MARQUETTE CHARTER TOWNSHIP BOARD  
REGULAR MEETING AGENDA  
April 11, 2023 – 4:00 p.m.

Location: PERE MARQUETTE CHARTER TOWNSHIP HALL  
1699 S. Pere Marquette Highway  
Ludington, MI 49431

1. CALL TO ORDER
2. INVOCATION
3. PLEDGE TO FLAG
4. ROLL CALL
5. APPROVAL OF MINUTES
6. SHERIFF / COUNTY COMMISSIONER REPORT(S)
7. DEPARTMENT REPORTS
8. BRIEF PUBLIC COMMENTS (TWO MINUTES)
9. APPROVAL OF AGENDA
10. PUBLIC HEARINGS
11. COMMUNICATIONS
12. UNFINISHED BUSINESS
  - A. **Consider Risk Assessment Report and Adoption of Policies and Procedures**
    - a. Federal Financial Internal Controls and Procedures
    - b. Bank Reconciliation Process Option 1 or Option 2 or Option 3
    - c. Utility Billing Process
    - d. Cash Handling Process
    - e. Travel Policy
    - f. Conflict of Interest Policy
    - g. Fraud Risk Management Policy
    - h. Fund Balance Classification and Best Practices Policy
    - i. Capital Asset Management Policy
    - j. Credit Card Policy
    - k. Buttersville Campground Cash Handling Process
    - l. ACH/EFT Policy
    - m. Investment Policy
    - n. Purchasing and Bid Policy
13. NEW BUSINESS
  - A. **Consider Request to Hire, Personnel Director**
  - B. **Consider Fireworks Permit**
  - C. **Consider New Door Locks at Townhall & Fire Department**
  - D. **Consider Turnout Gear for Fire Department**
  - E. **Consider Security Cameras, DPW Building, Well House, Water Tower**
  - F. **Consider Request to Abandon Alley**
  - G. **Consider Letter of Resignation – firefighter**
14. TRUSTEE REPORTS
15. OFFICERS REPORTS
  - A. Clerk and payment of invoices
  - B. Treasurer
  - C. Supervisor
16. ANNOUNCEMENTS
17. EXTENDED PUBLIC COMMENTS (TEN MINUTES)
18. ADJOURNMENT

**REGULAR MEETING****March 28, 2023****PERE MARQUETTE CHARTER TOWNSHIP BOARD**

held at 1699 S. Pere Marquette Highway, Ludington MI 49431

Board members present: Supervisor Gerald Bleau; Treasurer Karie Bleau; Trustees: Andrew Kmetz, James Nordlund Sr., Henry Rasmussen, and Ronald Soberalski.  
 Board member(s) absent: Clerk Rachelle Enbody.  
 Also present: Numerous guests.  
 Present via Zoom: Township Attorney Kyle O'Meara (Fahey Shultz Burzych Rhodes) and Bethany Verble (Maner Costerisan).

The meeting was called to order at 6:00 p.m. by the Supervisor. Invocation was given by Nordlund; Pledge of Allegiance was recited by all.

**Moved** by G. Bleau, seconded by Soberalski to appoint R. Soberalski as temporary clerk for this meeting.

Motion carried.

ADOPTION OF AGENDA: G. Bleau requested that Item B. "Consider Board of Trustees Meeting Conduct Policy" be removed from the agenda. R. Soberalski requested that the Public Comment conditions that would only allow comments "On Unfinished Business or New Business" under the first public comment portion and the condition that would only allowing comment on "Non-Agenda Items" under the second public comment portion be removed.

**Moved** by Soberalski, seconded by Kmetz to approve the agenda as amended.

Motion carried.

APPROVAL OF MINUTES: **Moved** by Soberalski, seconded by Nordlund to approve the minutes of the March 14, 2023 meeting as presented.

Motion carried.

SHERIFF / COUNTY COMMISSIONER REPORT(S): No reports were given.

CORRESPONDENCE, ANNOUNCEMENTS, and PRESENTATIONS: No correspondence, announcements or presentations were given.

PUBLIC COMMENT (~~On Unfinished Business or New Business~~) Removed the conditions required for comment(s): Public comment was held.

UNFINISHED BUSINESS: A. **Consider Risk Assessment Report from Maner Costerisan** – Bethany Verble of Maner Costerisan explained that the Risk and Vulnerability Assessment includes policies that are detailed in the appendices. Appendix A contains new policies recommended by Maner Costerisan. Appendix B contains current township policies including any recommended changes/amendments. Appendix C is a Federal Financial Internal Controls and Procedures Policy that is required for any organization receiving federal funds. J. Bleau reviewed Appendix A, specifically the options for bank reconciliation procedures. Kmetz stated his preference was to wait until the full board was present before adopting the policies from the risk assessment.

**Moved** by Kmetz, seconded by Soberalski to postpone consideration of the Risk Assessment Report.

Motion carried.

B. **Consider Request from Randy and Sara Durand / Water Sewer Committee** – G. Bleau reported that the Water and Sewer Committee met to review the request from the Durand's for township approval in order for the Health Department to issue a septic permit. The committee concluded that the home is further than the 200' distance to connect to municipal services and that the Township Ordinance does not address mandatory connection for sewer. The Committee also reviewed the connection fees and is recommending a discounted rate if the Durand's would consider connecting to municipal services.

The recommendation is to discount the frontage charges from \$2,280.00 to \$1,140.00, reduce the benefit charge from \$1,250.00 to \$625.00. The stub charge would remain at full cost of \$950.00 for a total connection cost of \$2,715.00.

**Moved** by Soberalski, seconded by Nordlund to approve the request from 1055 N. Jebavy Drive for township approval to allow the Health Department to issue a septic permit and to approve offering a 50 % discount on the frontage and benefit charges to encourage connection to municipal services.

Motion carried.

NEW BUSINESS: A. **Consider Appointment to Water & Sewer Committee** – Board members reviewed a memo from G. Bleau recommending Matt Fournier for appointment to the Water & Sewer Committee. Mr. Fournier is a township resident and a supervisor at District Health Department No. 10.

**Moved** by Nordlund, seconded by Rasmussen to appoint Matt Fournier to the Water and Sewer Committee.

Motion carried.

**B. Consider Board of Trustees Meeting Conduct Policy** – Removed from the agenda.

C. **Consider Campground Administrator Request** – Board members reviewed a memo from Campground Administrator K. Bleau requesting approval for K. Bleau and the Personnel Director (Kristin Lange) to hire campground staff wishing to return to work from the previous season, new campground attendants, and a campground manager. G. Bleau indicated he will report back to the board when a position is filled with the new employee(s) background and qualification.

EXTENDED PUBLIC COMMENT (~~Non-Agenda Items~~) Removed the conditions required for comment(s): Public comment was held.

REPORTS: A. Trustees: Nordlund reported waiting for information on 2023 road projects. Rasmussen reported there are two Zoning Board of Appeals meetings scheduled in April. Soberalski commented that he disliked the new agenda format presented at this meeting. Soberalski also asked why the signage at the Township Hall indicated the premises were under audio and visual surveillance. G. Bleau stated he has not updated the signage for the surveillance system.

B. Clerk (Enbody) – Absent, no report.

C. Treasurer (K. Bleau) – K. Bleau reported that the first quarter water and sewer billing will need to go out next week and that there has not been anyone designated to do the billing. Nordlund asked who has performed the billing services in the past and K. Bleau responded that the Treasurer has performed the billing. The consensus of the members was that the water and sewer billing could be performed by the Treasurer's office until the adoption of the new internal control policies.

D. Supervisor (G. Bleau) – Reported three candidates were interviewed for the two administrative assistant positions. Kyle O'Meara of Fahey Schultz Burzych Rhodes updated members regarding the intended purchase by the Township of the properties at 932 and 946 S. Pere Marquette Hwy. The seller has requested an extension from the Township and the attorney stated that he did not feel that it is necessary for the board to address the request for a ninety-day extension at this time. The closing is scheduled for mid-April.

ADJOURNMENT: The meeting was adjourned by consent at 7:05 p.m.

Ronald Soberalski, Temporary Clerk

Gerald A. Bleau, Township Supervisor

# PERE MARQUETTE CHARTER TOWNSHIP FIRE DEPARTMENT



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1040 SOUTH PERE MARQUETTE HWY. • LUDINGTON, MICHIGAN 49431

## **March 2023 FIRE DEPARTMENT REPORT TO PM TOWNSHIP BOARD**

March 20, 2023

Responded to 34 calls in February. YTD 2023=66 YTD 2022=53

### **MAJOR CALLS:**

CPR in progress (limited access in small bedroom).

Rollover Personal Injury Accident on US 31 (extrication assistance from LFD)

### **DEPARTMENT TRAINING:**

CPR and AED training

### **INSPECTIONS:**

### **MISC.**

Working on specs for new pumper to replace 29-11 (purchase by WMCFDA)

### **TRAINING:**

### **UPCOMING:**

Pipeline safety training 3/6



# PERE MARQUETTE CHARTER TOWNSHIP FIRE DEPARTMENT



1040 SOUTH PERE MARQUETTE HWY. • LUDINGTON, MICHIGAN 49431

March 6, 2023

Pere Marquette Charter Township Board

During the month of February 2023, the Fire Department responded to the following:

Medical	21
Fire	3
PI/PDA	7
Alarms Fire/CO/odor	1
Wires	1
Haz Mat	0
Water Emergency	0
Total Responses	33
Year to Date 2023	66
Year to Date 2022	53

Respectfully Submitted

A handwritten signature in blue ink that reads "Lawrence Gaylord".

Lawrence Gaylord, Chief

# PERE MARQUETTE CHARTER TOWNSHIP FIRE DEPARTMENT



1040 SOUTH PERE MARQUETTE HWY. • LUDINGTON, MICHIGAN 49431

## **APRIL 2023 FIRE DEPARTMENT REPORT TO PM TOWNSHIP BOARD**

April 3, 2023

Responded to 26 calls in March. YTD 2023=92 YTD 2022=85

### **MAJOR CALLS:**

No major calls in February

### **DEPARTMENT TRAINING:**

Driving, Finding lesser known street names and addresses.

### **INSPECTIONS:**

Home Depot: Checked out accidental trip of sprinkler system

### **MISC.**

Working on specs for new pumper to replace 29-11 (purchase by WMCFDA)

Garage door openers were installed

Meeting room has been painted

### **TRAINING:**

8 members attended 2 hour Pipeline Safety Training.

### **UPCOMING:**

Continuing Education Training for Medical First Responders April 1 & 2.

Spencer Fire Equipment is bringing a demo truck to show the "SAM" pump control unit.

Five members going to FDIC April 26 thru 29 for training and product information.

# PERE MARQUETTE CHARTER TOWNSHIP FIRE DEPARTMENT



1040 SOUTH PERE MARQUETTE HWY. • LUDINGTON, MICHIGAN 49431

April 2, 2023

Pere Marquette Charter Township Board

During the month of March 2023, the Fire Department responded to the following:

Medical	17
Fire	2
PI/PDA	5
Alarms Fire/CO/odor	2
Wires	0
Haz Mat	0
Water Emergency	0
Total Responses	26
Year to Date 2023	92
Year to Date 2022	85

Respectfully Submitted

Lawrence Gaylord, Chief

# MASON COUNTY TOWNSHIP OFFICERS ASSOCIATION

Regular meeting of April 20, 2023, \_\_6:00\_\_p.m.

AMBER TOWNSHIP HALL

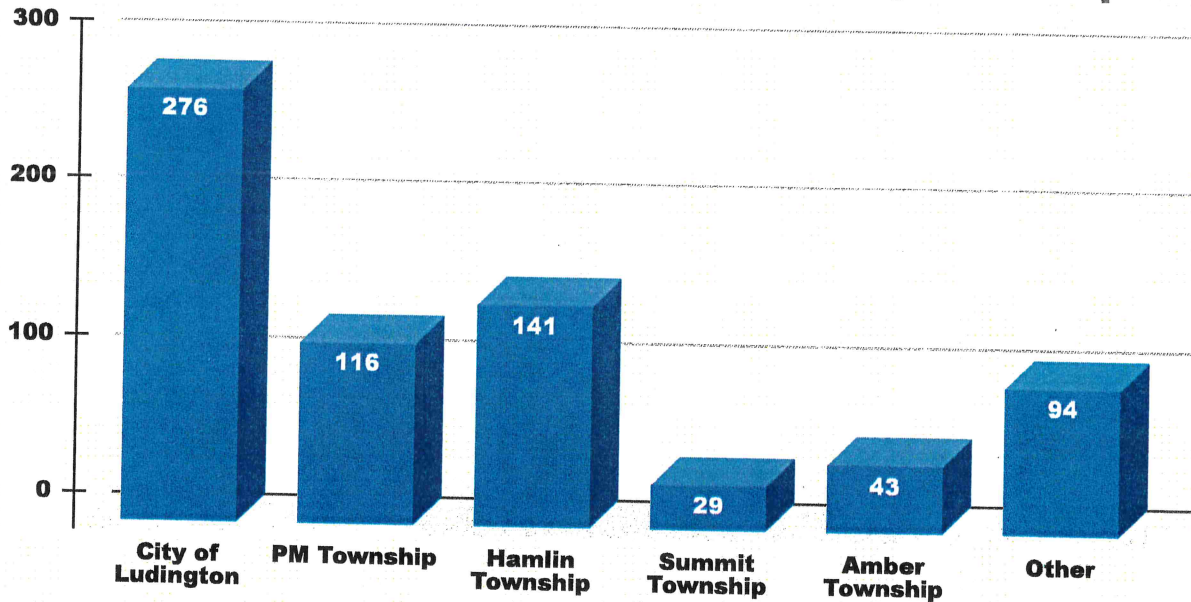
177 S Amber Rd, Scottville

## AGENDA

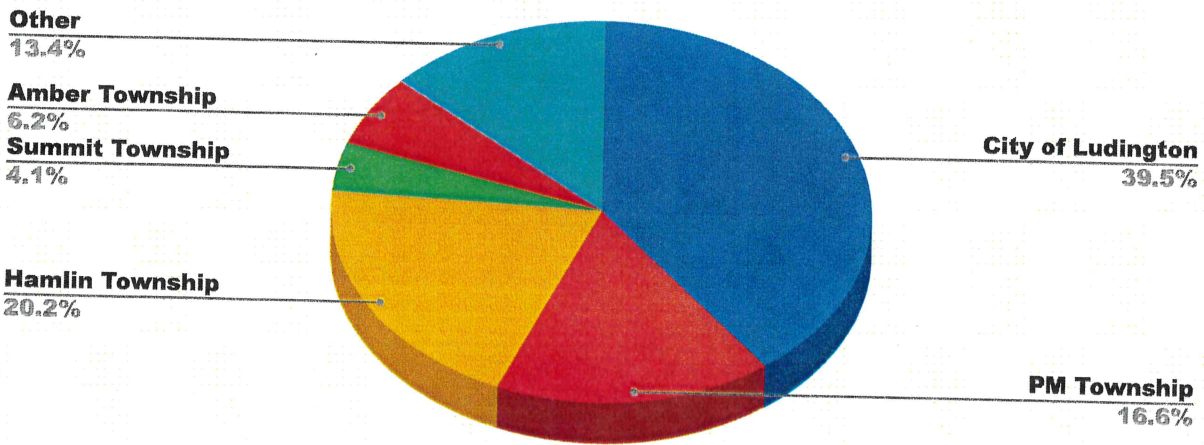
1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. INTRODUCTION TOWNSHIP HOST AND OFFICERS
4. INTRODUCE SPECIAL GUESTS
5. ROLL CALL
6. MINUTES FROM PRIOR MEETING
7. MCTOA TREASURER'S REPORT
8. REPORTS FROM –
  - A. TOWNSHIP SUPERVISORS
  - B. TOWNSHIP CLERKS
  - C. TOWNSHIP TREASURERS
  - D. COUNTY COMMISSIONERS
  - E. COUNTY CLERK
  - F. COUNTY TREASURER
  - G. REGISTER OF DEEDS
  - H. SHERIFF
  - I. ROAD COMMISSION
  - J. OTHER COUNTY OFFICERS
  - K. RURAL FIRE AUTHORITY
  - L. MTA REP
  - M. MASON/LAKE COUNTY CONSERVATION DISTRICT
  - N. OTHER REPORTS
9. OLD BUSINESS
10. NEW BUSNISS - Dues
11. NEXT MEETING PLACE
12. ADJOURN BUSINESS MEETING
13. PROGRAM/SPEAKER

# 2022 Ludington Recreation

## 2022 Youth Recreation Participation by Township



## 2022 Youth Recreation Participation - Township Percentage of Total Participants





## Community Foundation Grant Notification

March 22, 2023

Gerald Bleau  
Township Supervisor  
Pere Marquette Charter Township  
1699 S Pere Marquette Highway  
Ludington, MI 49431

**Grantee Fund:** Pere Marquette Conservation Park Development Fund

**Amount:** \$125,000.00

**Method of Payment:** Internal Transfer

**Grant Fund:** Thomas William Paine Charitable Fund

**Purpose:** year two of two-year commitment totaling \$250,000

Any publicity, listing, or publication of donors should refer to:

**Thomas William Paine Charitable Fund of the Community Foundation for Muskegon County**

Our donors have a great deal of interest in your success and would like to hear from you. Please send a note of thanks to:

Tom Paine  
1205 Kenowa Drive  
Ludington, MI 49431

cc: Tom Paine

*This gift was made from a Donor Advised Fund that has already received a tax receipt. You may send thank you notes or marketing materials to the donor, not to us. By accepting this grant, you are certifying that no donor or individual related to the donor will receive any goods, services, or other private benefits. This grant reflects the recommendation of a donor advisor and does not necessarily reflect the views of the Foundation or its affiliates.*





MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
A U T H O R I T Y

March 9, 2023

Jerry A. Bleau, Supervisor  
Pere Marquette Township  
1699 South Pere Marquette Highway  
Ludington, MI 49431

**RE: Grant Funding – Requirements for Reimbursement**

Dear Mr. Bleau,

I am pleased to inform you that the Risk Avoidance Program (RAP)/Certification and Accreditation Program (CAP) application for your Digital Security Camera System (Township Hall) project was approved. The Membership Committee authorized 50% funding up to a maximum of \$5,250 for your project.

RAP/CAP funds are issued on a reimbursement basis. Payment will be based upon verification received from Pere Marquette Township of their payment of the project in full. Please see the attached **RAP/CAP Grant Reimbursement Procedure** for guidelines on processing your grant payment.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application. If your application submission contained the above referenced documentation, please contact MMRMA.

Payment of RAP/CAP funds is contingent upon Pere Marquette Township remaining a member of MMRMA and in compliance with the Joint Powers Agreement. Your approved grant reimbursement is valid for six months from the date of this letter. **GRANT EXPIRATION: 09/30/2023.**

Sincerely,

*Cara L. Ceci*

Cara Ceci, ARM, CPCU  
Member Resources Manager

CC/sp

cc: MMRMA Risk Manager



MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
A U T H O R I T Y

March 9, 2023

Jerry A. Bleau, Supervisor  
Pere Marquette Township  
1699 South Pere Marquette Highway  
Ludington, MI 49431

**RE: Grant Funding – Requirements for Reimbursement**

Dear Mr. Bleau,

I am pleased to inform you that the Risk Avoidance Program (RAP)/Certification and Accreditation Program (CAP) application for your Digital Security Camera System (Fire Department) project was approved. The Membership Committee authorized 50% funding up to a maximum of \$2,000 for your project.

RAP/CAP funds are issued on a reimbursement basis. Payment will be based upon verification received from Pere Marquette Township of their payment of the project in full. Please see the attached **RAP/CAP Grant Reimbursement Procedure** for guidelines on processing your grant payment.

Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application. If your application submission contained the above referenced documentation, please contact MMRMA.

Payment of RAP/CAP funds is contingent upon Pere Marquette Township remaining a member of MMRMA and in compliance with the Joint Powers Agreement. Your approved grant reimbursement is valid for six months from the date of this letter. **GRANT EXPIRATION: 09/30/2023.**

Sincerely,

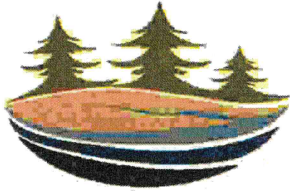
*Cara L. Ceci*

Cara Ceci, ARM, CPCU  
Member Resources Manager

CC/sp

cc: MMRMA Risk Manager





# PERE MARQUETTE

## CHARTER TOWNSHIP

### Memo

**To:** Township Board

**From:** Kristin Lange, Personnel Director

**cc:** Gerald Bleau, Supervisor

**Date:** April 5, 2023

**Re:** Hiring of Vacant Administrative Assistant Positions as well as Seasonal Parks Maintenance Positions

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Township Board Members,

First, I am seeking your approval to hire the two vacant administrative assistant positions—*Administrative Assistant to the Supervisor's Office* and *Administrative Assistant to the DPW, Parks, Water & Sewer Departments*. I have two very qualified candidates that have been interviewed and offered these positions, and both have completed the background check requirement. However, in light of the two candidates wishing to give their current employers notice once approved, some anonymity during the approval process is desired. Thus, my request for your approval to hire these two positions. As an added note, once the candidates are able to begin their employment with the Township, the Supervisor will report the two new staff members to the Board as per Section 4.10 of the Personnel Policy.

Second, I am seeking your approval to also hire the Seasonal Parks Maintenance position(s). The advertisement for this position will continue due to a lack of applicants at this time, and, due to the fast approaching parks season, the hiring of up to two staff for this is becoming rather time sensitive for the Parks Department. Russell (Parks Superintendent) will continue to be involved in the interview and hiring process as the perspective new hires will fall under his supervisory purview.

Thank you for your consideration with these two requests.

Kristin Lange, Personnel Director

# 2023 Application for Fireworks Other Than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.	FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY DATE PERMIT(S) EXPIRES:
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## TYPE OF PERMIT(S) (Select all applicable boxes)

☐ Agricultural or Wildlife Fireworks

☐ Articles Pyrotechnic

☐ Display Fireworks

☒ Public Display

☐ Private Display

☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT Western Michigan Fair		ADDRESS OF APPLICANT P.O Box 153, Scottsville, MI 49454	AGE OF APPLICANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Marcia Hansen		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR Great Lakes Fireworks LLC.		ADDRESS OF PYROTECHNIC OPERATOR 3275 W. M-76, P.O Box 276, West Branch, MI 48661	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NO. YEARS EXPERIENCE 20+	NO. DISPLAYS 500+	WHERE Throughout Michigan	
NAME OF ASSISTANT TBD		ADDRESS OF ASSISTANT TBD	AGE OF ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF OTHER ASSISTANT TBD		ADDRESS OF OTHER ASSISTANT TBD	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
EXACT LOCATION OF PROPOSED DISPLAY Mason County Fairground: 5302 US-10, Ludington, MI 49431			
DATE OF PROPOSED DISPLAY August 8th, 2023 (Rain: August 11th, 2023)		TIME OF PROPOSED DISPLAY Approx. 10:00 PM	
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT  Stored At Federally Licensed Facility Until Date of Display.			
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$5,000,000		NAME OF BONDING CORPORATION OR INSURANCE COMPANY Britton Gallagher	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY One Cleveland Center, 1375 E 9th St., 30th Floor, Cleveland, OH 44114			
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)		
Approx. 150	3" Shells		
Approx. 12	4" Shells		
Approx. 30	Various Barrage Cakes 3" & Smaller		
SIGNATURE OF APPLICANT  Marcia M. Hansen		DATE  02-21-23	

**MICHIGAN FIREWORKS SAFETY ACT (EXCERPT)**  
**Act 256 of 2011**

**28.466 Articles pyrotechnic or display fireworks ignition; permit; competency and qualifications of operators; retention of fee.**

Sec. 16. (1) The legislative body of a city, village, or township, upon application in writing on forms provided by the department on the department's website and payment of a fee set by the legislative body, if any, may grant a permit for the use of agricultural or wildlife fireworks, articles pyrotechnic, display fireworks, consumer fireworks, or special effects manufactured for outdoor pest control or agricultural purposes, or for public or private display within the city, village, or township by municipalities, fair associations, amusement parks, or other organizations or individuals approved by the city, village, or township authority, if the applicable provisions of this act are met. After a permit has been granted, a permit holder may sell, possess, or transport fireworks for only the purposes described in the permit. A permit granted under this subsection is not transferable and shall not be issued to a minor.

(2) Before a permit for articles pyrotechnic or a display fireworks ignition is issued, the person applying for the permit shall furnish proof of financial responsibility by a bond or insurance in an amount, character, and form deemed necessary by the local governing authority to protect the public and to satisfy claims for damages to property or personal injuries arising out of an act or omission on the part of the person or an agent or employee of the person.

(3) The department shall not issue under this act a permit to a nonresident person for ignition of articles pyrotechnic or display fireworks in this state until the person has appointed in writing a resident member of the bar of this state or a resident agent to be the legal representative upon whom all process in an action or proceeding against the person may be served.

(4) Before granting a permit under this act, the local governing authority shall rule on the competency and qualifications of an articles pyrotechnic and display fireworks operator, as furnished by the operator on the operator's application form, in accordance with the requirements provided under NFPA 1123, and on the time, place, and safety aspects of the display of articles pyrotechnic or display fireworks.

(5) A local unit of government that charges and collects a fee to issue a permit under this section shall retain the collected fee.

**History:** 2011, Act 256, Eff. Jan. 1, 2012;—Am. 2018, Act 634, Imd. Eff. Dec. 28, 2018.

# PERE MARQUETTE CHARTER TOWNSHIP FIRE DEPARTMENT



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1040 SOUTH PERE MARQUETTE HWY. • LUDINGTON, MICHIGAN 49431

February 15, 2023

Pere Marquette Charter Township Board

I have been informed of the intent of the Mason County Fair Board to conduct a fireworks display on Tuesday August 8, 2023 at 10PM. The rain date will be Friday August 11, 2023 at the same time. I have reviewed the plans and find no problems related to fire and safety. This show has been happening for several years with no problems.

Respectfully Submitted

A handwritten signature in cursive script that reads "Lawrence Gaylord".

Lawrence Gaylord, Chief PMFD



OFFICE OF THE  
**SHERIFF**  
MASON COUNTY

**TO:** Pere Marquette Township Board  
**FROM:** Sheriff Kim C. Cole  
**RE.:** MCFB Request  
**DATE:** February 13, 2023

Dear Township Board,

Please be advised I have been contacted by Marcia Hansen with the Mason County Fair Board (MCFB) requesting a letter of support for a fireworks display at this year's county fair.

The display of fireworks at the county fair has been permitted for the past several years and I have not heard of any public safety issues. With this in mind I support the fair board in their request for a fireworks display.

Respectfully,

A handwritten signature in black ink, appearing to be "Kim C. Cole", written over a horizontal line.

Kim C. Cole  
Sheriff

Rachelle Enbody

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**From:** O'Connor, John <joconnor@masoncounty.net>  
**Sent:** Monday, March 13, 2023 1:42 PM  
**To:** marciamhansen@aol.com; Rachelle Enbody  
**Subject:** WMFA Fireworks Aug 8th

Good afternoon Marcia and Rachelle,

I am happy to inform you that the Mason County Buildings, Planning, Drains and Airport Committee approved of the proposed WMFA fireworks display on August 8<sup>th</sup> at 10pm with a rain date of Friday, August 11<sup>th</sup> at 10pm. As the Airport Manager I will take care of issuing the appropriate notices to the FAA and pilots.

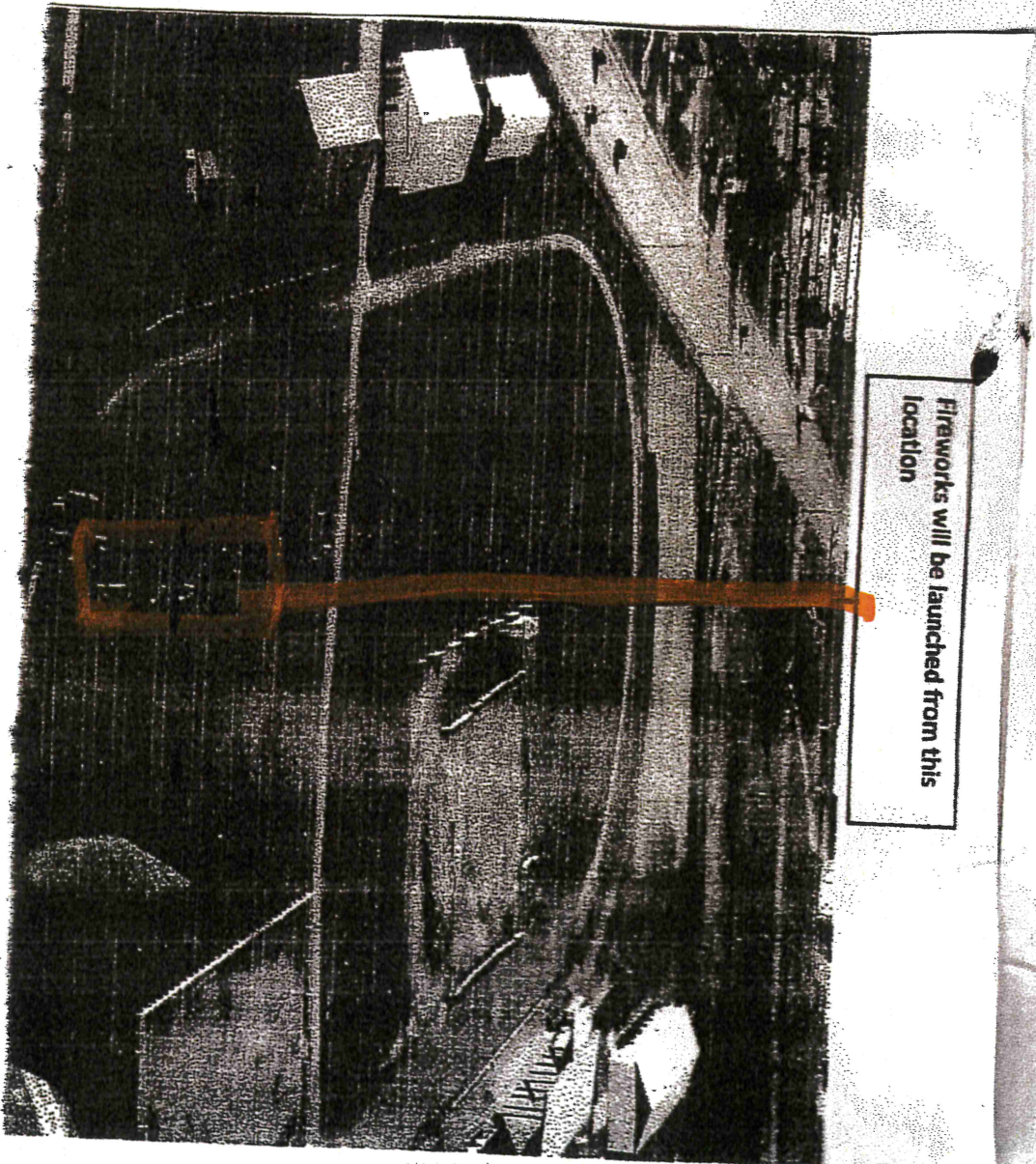
Don't hesitate to contact me if there are any questions and I look forward to another successful fair week!

Thank you,

**John L. O'Connor, C.M.**  
**Airport Manager**  
**Mason County Airport (KLDM)**  
**Ludington, MI**  
**231-843-2049 (Office)**  
**231-690-2029 (Mobile)**  
**joconnor@masoncounty.net**

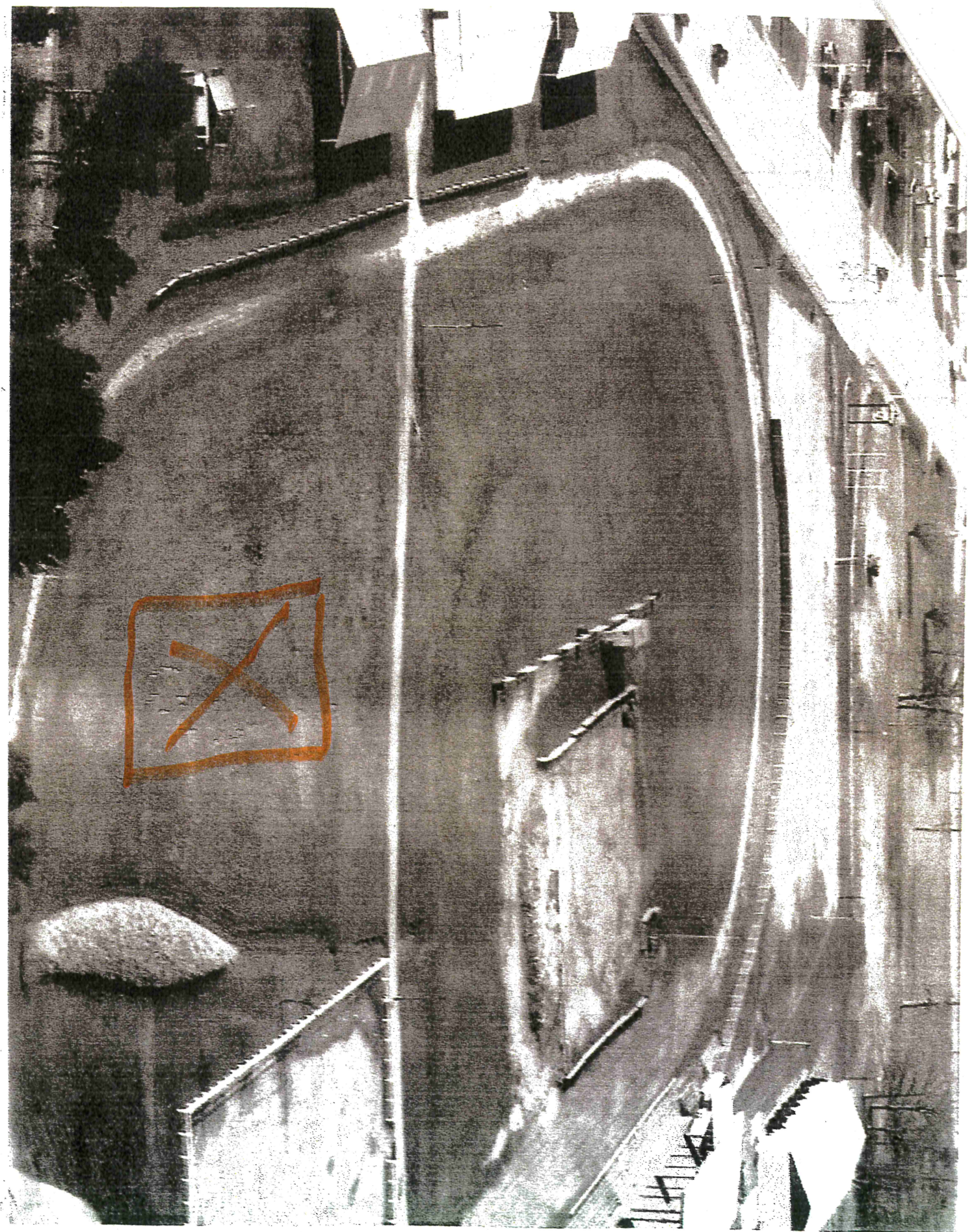
*This e-mail system is the property of the County of Mason. All data and other electronic messages within this system are the property of the County of Mason. E-mail messages in this system may be considered County Records and therefore may be subject to Freedom of Information Act requests and other legal disclosure.*





Fireworks will be launched from this location









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 216-658-7100 <b>FAX</b> (A/C, No): 216-658-7101 <b>E-MAIL</b> ADDRESS: info@brittongallagher.com														
<b>INSURED</b> Great Lakes Fireworks LLC 3275 W M76 P.O. Box 276 West Branch MI 48661	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER B : Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER C : Axis Surplus Ins Company</td><td>26620</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Everest Denali Insurance Company	16044	INSURER C : Axis Surplus Ins Company	26620	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 1737837726**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	S18GL01969-231	1/21/2023	1/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	S18CA00273-231	1/21/2023	1/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-000798280-02	1/21/2023	1/21/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
Display Date: August 8th, 2023 Rain Date: August 11th, 2023 Location: Mason County Fairgrounds, Ludington, MI

Pere Marquette Township; Mason County Fairgrounds, Country of Mason; including all its elected and appointed officials, employees volunteers, boards, commissions, and/or other authorities.

**CERTIFICATE HOLDER****CANCELLATION**

WESTERN MICHIGAN FAIR ASSOCIATION  
5302 WEST US 10/31  
LUDINGTON MI 49431

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License Permit Number	<b>4-MI-129-27-3L-01174</b>
Chief, Federal Explosives Licensing Center (FELC)		Expiration Date	<b>November 1, 2023</b>

Name

GREAT LAKES FIREWORKS LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**3275 W M-76  
WEST BRANCH, MI 48661-**

Type of License or Permit

27-DEALER OF EXPLOSIVES

## Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

GREAT LAKES FIREWORKS LLC  
3275 W M-76  
WEST BRANCH, MI 48661-

*Bruce Tyra*  
Licensee/Permittee Responsible Person Signature

*Member*  
Position/Title

*Bruce Tyra*  
Printed Name

*4/30/21*  
Date

Previous Edition is Obsolete

GREAT LAKES FIREWORKS LLC 3275 W M-76 WEST BRANCH, MI 48661-48661 4-MI-129-27-3L-01174 November 1, 2023 27-DEALER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I  
Revised September 2011

## Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	GREAT LAKES FIREWORKS LLC
Business Name:	
License/Permit Number:	4-MI-129-27-3L-01174
License/Permit Type:	27-DEALER OF EXPLOSIVES
Expiration:	November 1, 2023
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



## Estimate

DATE	ESTIMATE NUMBER
2/2/2023	S 20543

Architectural Hardware Company  
2409 Roberts St Muskegon, MI 49444  
P 231-830-9826 F 231-830-9178

NAME/ADDRESS
PERE MARQUETTE TOWNSHIP
Attn: JERRY / LISA

PROJECT:																																																																		
KEYLESS ENTRY SYSTEMS																																																																		
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Stephen Kartes

SIGNATURE Stephen Kartes



# Estimate

DATE	ESTIMATE NUMBER
2/2/2023	S 20542

Architectural Hardware Company  
2409 Roberts St Muskegon, MI 49444  
P 231-830-9826 F 231-830-9178

NAME/ADDRESS
PERE MARQUETTE TOWNSHIP
Attn: JERRY / LISA

## PROJECT:

### KEYLESS ENTRY SYSTEMS

Description	QTY	TOTAL
<b>TOWNSHIP BUILDING BASEMENT EXTERIOR DOORS</b>		
MARKS M9900 10B EXIT DEVICES	2	
VON DUPRIN 990N/ 613 EXIT TRIMS	2	
RIM CYLINDERS KEYED TO SYSTEM	2	
HES 9400 613 ELECTRIC STRIKES	2	
ALARM LOCK NETPDKPAK 10B	1	
ALARM LOCK PDK 10B KEYPAD / PROX READER	1	
ALARM LOCK ALIME POE 2 GATEWAY	1	
SVC / LABOR CHARGES INCLUDED TO INSTALL HARDWARE / LOW VOLTAGE WIRING		
ELECTRIC TO NET PANEL DONE BY LICENSED ELECTRICIAN NOT INCLUDED IN PRICE		\$ 5,800.00
<b>FIRE DEPARTMENT BUILDING</b>		
ALARM LOCK PDL6100 26D WIRELESS KEYPAD / PROXIMITY LOCKSETS	2	
MARKS M9900 630 EXIT DEVICES	2	
MARKS M99F 630 EXIT TRIM	2	
RIM CYLINDERS KEYED TO SYSTEM	2	
HES 9400 630 ELECTRIC STRIKES	2	
ALARM LOCK NETPDKPAK 626	2	
ALARM LOCK PDK 626 KEYPAD / PROX READER	1	
ALARM LOCK ALIME POE 2 GATEWAY	1	
SVC / LABOR CHARGES INCLUDED TO INSTALL HARDWARE / LOW VOLTAGE WIRING		
ELECTRIC TO NET PANELS DONE BY LICENSED ELECTRICIAN NOT INCLUDED IN PRICE		\$ 7,200.00
CAT 6 CABLE RUNS AND IP DROPS BY OWNER FOR ALL GATEWAYS		
QUOTE VALID FOR 30 DAYS		
SALES TAX INCLUDED NO		
<b>TOTAL</b>		<b>\$23,560.00</b>
PLEASE HAVE ESTIMATE NUMBER OR JOB NAME AVAILABLE WHEN MAKING INQUIRIES		

Stephen Kartes

SIGNATURE Stephen Kartes

**Allied Fire Sales & Service LLC**

16194 144th Ave  
Spring Lake, MI 49456  
616-318-6443  
customerservice@alliedfiresales.com  
www.alliedfiresales.com



# INVOICE

**BILL TO**

Chief Larry Gaylord  
Pere Marquette Township Fire  
1040 S. PERE MARQUETTE  
HIGHWAY  
LUDINGTON, MI 49431

**INVOICE # 3255****DATE 03/10/2023****DUE DATE 04/09/2023****TERMS Net 30**

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Innetex Turnout Set	Complete Set, Coat & Pants, per spec of previous gear ordered.	3	2,830.00	8,490.00
Shipping	Shipping	1	108.00	108.00

Proudly representing Alexis Fire Apparatus

**BALANCE DUE****\$8,598.00**

INVOICE	
RECEIVED	per Bond Last yr.
APPROVED <i>[Signature]</i>	
ACCT#	
101-336-244	

TERMS: A 2 % per month (24% annual) penalty will be added on past due invoices. \$5.00 per month minimum. All legal and collection fees will be debtors responsibility. 20% restocking fee for all returned items. 3% will be added to all invoices paid by Credit Card.



## **Proposed Scope of Work**

Prepared for: Pere Marquette Township

This is an estimate and not a quote. We estimate to be accurate within 15% of the total estimated cost on the final invoice. Any changes to this SOW that increases the estimated cost above 15% must first be approved by you or your authorized representative and a SyncWave Project Lead.

by: [James Cameron]

## Proposed Project Overview:

SyncWave will install 10 IP based cameras and an onsite Network Video Recorder. All current cameras, cabling and NVR's will be removed and replaced due to the NDAA regulations involving government buildings and security system standards. In addition to replacing cameras and equipment we will be adding cameras and equipment to the locations outlined below.

## Who We Are:

SyncWave is committed to empowering people through information technology. We provide high-end phone and unified communications systems, commercial-grade Wi-Fi, computer network design, surveillance cameras, and cyber security. Our systems can fully integrate with most of today's modern networking infrastructure allowing you peace of mind that you will never be tied down by one company. We strive to provide the best possible customer support to keep our customers focused on what they do best while planning for the future.

## Scope of Work:

### PM Dept. of Public Works

*Est. Total: \$10,280.86*

- Install 8 IP-based cameras
  - Southeast corner of main building outside viewing main door entrance (New)
  - Above main door entrance of main building inside viewing hallway (New)
  - Northeast corner of main building outside viewing garage entrance and north entry door (Replace)
  - North wall of main building outside above door entry viewing between the two buildings (Replace)
  - Southeast corner of garage outside viewing south parking lot (New)
  - Southeast corner of garage outside viewing north parking lot (New)
  - Center of garage outside viewing east parking area (Replace)
  - Northeast corner of garage outside viewing area behind the garage (New)
- Network Video Recorder
  - Install a 4U vertical rack along with 16-port network switch in existing location
  - Install 5-port Flex Switch in garage
- Cable Infrastructure
  - All cabling will be properly rated CAT6 Ethernet and tested for proper throughput to ensure speed and best performance possible



## PM 6<sup>th</sup> St. Water Tower

*Est. Total: \$3,935.08*

- Install 2 IP-based cameras
  - Above door outside viewing gate entrance (New)
  - Inside viewing entry door (New)
- Network Video Recorder
  - Install a 6U vertical cabinet along with 8-port network switch inside water tower
- Cable Infrastructure
  - All cabling will be properly rated CAT6 Ethernet and tested for proper throughput to ensure speed and best performance possible

## Camera System Training

- Train client to operate camera system, including how to:
  - Operate cameras
  - Set-up cameras views
  - Using WAVE interface

## Schedule:

Work will be performed as outlined below. This is subject to change depending on shipping time frames for equipment and the date of acceptance of this SOW. Time periods communicated assume a 2-3 technician crew.

Task	Est. Start Date	Est. Period
Installation of Equipment	TBD	5 days
NVR Build	TBD	2 hours

## Assumptions:

- Work will take place between the hours of 10 am and 5 pm
- There will be a dedicated point of contact for the installation process
- Holes needed in 6<sup>th</sup> St. Water Tower for mounting will be made by the township

## Total Project Estimated Price:

<u>Name</u>	<u>Total</u>
Installation Labor	\$4,200.00
Hardware and Equipment	\$10,015.94
<b><u>Total</u></b>	<b><u>\$14,215.94</u></b>



**Invoice Schedule:**

- 50% of total cost of the chosen scope of work, the down payment, is due prior to the start of work. Progress billing will take place until this amount has been depleted.
- 25% of total cost of the chosen scope of work is due upon depletion of the down payment funds
- The remaining balance, including any change orders, is due after final configuration, final adjustments, and training.

**Warranty:**


All installed parts, including the cabling, will be warranted to be free from any installation or manufacturing defects for a period of one year, starting from the first day of work. Damage or equipment failure that is not a result of an installation or manufacturing defect will not be covered under this warranty. For example, animal damage, human damage, Acts of God, environmental damage, wind damage, lighting damage, and other types of damage will not be covered under this warranty.

**Conclusion:**

This document and estimated price are valid for 30 days. We aim to be within 15% of the stated estimate price on the final invoice if there is no change to the scope of work. All changes to the scope of work will need to be approved to allow for work to continue. Please sign this document if you would like to move forward with the proposed project estimate. We will send an invoice for the down payment and once paid we will schedule the work to be done.

Thank you for allowing SyncWave to bid on this project.

Agreed and Accepted:

Accepted by	Title	Date
	Project Estimator	July 29, 2022
SyncWave Employee	Title	Date

Leo Woodley  
4760 N. 136th Ave.  
Hart, MI 49420  
231-218-3978

Proposal                      Date 1/9/2023

Pere Marquette Charter Township  
Pump House Building  
1699 S. Pere Marquette Hwy.  
Ludington, MI 49431

---

Proposal - Install new Surveillance IP NVR Camera System and IP Cameras

This is a Proposal to install and program (1) 8 ch. IP NVR camera system with a 6TB Hard Drive and (4) IP Cameras at the Pump House on First St. Install (4) Data cables for cameras. Install (1) 12U Data Rack Cabinet and metal shelf. Install (1) UPS Battery Backup Unit.

Material

- 1 - 8 ch. NVR (6TB Hard Drive) camera system
- 1 - 6TB Hard Drive
- 4 - IP Bullet style cameras
- 4 - Data cables for cameras
- 4 - Weather proof camera boxes
- 1 - 12 U Data Rack Cabinet
- 1 - Rack mount Metal Shelf
- 1 - UPS Battery Backup Unit

Material and Labor Included.

Total of                      \$2,800.00

A Payment of Half Down (\$1,400.00) and the other Half (\$1,400.00)  
Due when install is completed.

Leo Woodley  
4760 N. 136th Ave.  
Hart, MI 49420  
231-218-3978

Proposal                      Date 1/8/2023

Pere Marquette Charter Township  
Public Works Buildings  
1699 S. Pere Marquette Hwy.  
Ludington, MI 49431

---

Proposal - Install new Surveillance IP NVR Camera System and IP Cameras  
Replace the existing camera system and (6) cameras to a new IP NVR system and IP cameras. Install (6) Data cables for cameras. Install and Program (1) 8 Ch. NVR IP camera system with (1) 6 TB Hard Drive. Install and Program (6) IP cameras.

Material

1 - 8 ch. NVR (6TB Hard Drive) camera system  
1 - 6TB Hard Drive  
6 - IP Bullet style cameras  
6 - Data cables for cameras  
1 - HDMI cable  
6 - Weather proof camera boxes  
1 - 12U Data Rack Cabinet  
1 - Rack mount Metal Shelf  
1 - UPS Battery Backup Unit

Material and Labor Included.

Total of            \$4,300.00

A Payment of Half Down (\$2,150.00) and the other Half (\$2,150.00)  
Due when install is completed.

Leo Woodley  
4760 N. 136th Ave.  
Hart, MI 49420  
231-218-3978

Proposal                      Date 1/9/2023  
Pere Marquette Charter Township  
Water Tower  
1699 S. Pere Marquette Hwy.  
Ludington, MI 49420

---

Proposal - Install new Surveillance IP NVR Camera System and IP Cameras

This is a Proposal to install and program (1) 8 ch. IP NVR camera system with a 6TB Hard Drive and (2) IP Cameras at the Water Tower. Install (2) Data cables for cameras. Install (1) 12U Data Rack Cabinet and metal shelf. Install (1) UPS Battery Backup Unit.

Material

- 1 - 8 ch. NVR (6TB Hard Drive) camera system
- 1 - 6TB Hard Drive
- 2 - IP Bullet style cameras
- 2 - Data cables for cameras
- 2 - Weather proof camera boxes
- 1 - 12 U Data Rack Cabinet
- 1 - Rack mount Shelf
- 1 - UPS Battery Backup Unit

Material and Labor Included.

Total of                      \$1,800.00

A Payment of Half Down (\$900.00) and the other Half (\$900.00)  
Due when install is completed.



*Proposal For:*

**Pere Marquette Charter Township  
Access Control System**

*Project Location:*

**1699 S. Pere Marquette Hwy  
Ludington, MI 49431**

*Prepared For:*

**Gerald Bleau**

*Prepared By:*

**Micah Byrnes**



**ACCESS  
CONTROL**



**VIDEO**



**FIRE**



**BURGLAR  
ALARM**

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Gerald Bleau

Pere Marquette Charter Township

1699 South Pere Marquette Highway

Ludington, Michigan 49431

jerry@pmtwp.org • 231.845.1277, option 5/ext.222

01 / 05 / 2023

Hello Gerald. It is my pleasure to present this estimate for your Access Control 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: **\$17,210.00** (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,

**Micah Byrnes**

*Alarm System Specialist*

**(231) 342-2039**

MByrnes@gotks.com

[www.GoTKS.com](http://www.GoTKS.com)

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## Project Information

**Project Name:** Pere Marquette Charter Township Access Control System

**Project Location(s):** 1699 S. Pere Marquette Hwy, Ludington, MI 49431

**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:**

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## Current System Assessment

TKS Security will install access control on the following doors -

- Treasures Office
- Front Entry Exterior
- Front Entry Interior
- Basement Entry

TKS will also install crash bars & electric strikes on 2 of the emergency exits to be tied to the system for building lockdown. The lockdown can be initiated via 2 push buttons that will be field located during the install. 25 key fobs are included in this proposal.

See system info below -

- Hosted as a Hatrix, redundant database, easy-to-use, Access Control System
- Unlimited Card/Fob Users
- Unlimited Mobile App Administrators
- Lock/Unlock doors from anywhere
- Add/Delete/Edit Users and Operators from anywhere
- Unlimited Groups and Schedules
- 128-bit AES encrypted communications from the fob to the database (\*important)
- Remote TKS support included (we are here to help, always)
- 12 Hour battery backup on all readers
- Lockdown Capable
- All Hardware, Door Locks and modifications are included
- Alarm/Intrusion Integration



## Access Control

Click [here](#) for detailed information about our access control solutions.

QTY	SKU	Name
1	KT-400	Kantech 4-Door Controller (In Enclosure)
1	KT-2-M	Kantech KT-2 Two-Door IP Controller w/ Metal Cabinet
1	KT-PS4085	KT-1 Power Supply Board (requires 123)
1	324	DMP 16VAC/100VA Transformer in small enclosure
2	KT-SG-MT	Kantech Single Gang MT Reader
2	KT-MUL-MT	Kantech Mullion, MT Reader
25	MFP-2KKEY	IOSMART KEY TAG
2	SL-962AR36A	Rim-Type Exit Device for Exit Doors, Push-to-Exit Bar
2	OE-HBMOMSD3T	OEM Release Button - Momentary
6	STRIKE	Commercial Grade Electric Door Strike
2	CAT6-GRN (1000)	Cat 6 Riser Green 1000ft Box
2	027304 (1000)	18-04 Stranded Unshielded Riser Orange Stripe 1000ft Box
1	MISC	Misc. Install Materials, Beam Clamps, Wire Rings, Wire Ties, J Hooks, Wire Mold Etc..
1	INSLBR	Install Labor - Programming, Installation, Testing

Subtotal **\$17,210.00**

**Total \$17,210.00**

## INITIAL INVESTMENT

*Parts, Installation, Programming Testing, Training*

**\$17,210.00**

## MONITORING/HOSTING

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

Quantity	Description
6	*Kantech Hattrix by TKS - 5-10 Hosted AC

Subtotal **\$120.00**

**Total \$120.00**

## RECOMMENDED SERVICES (OPTIONAL)

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

Subtotal **\$200.00**

**Total \$200.00**

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.*

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

**STANDARD COMMERCIAL SECURITY AGREEMENT**

Date: 1/5/2023

Subscriber's Name: Pere Marquette Charter Township

Telephone No.: 231.845.1277, option 5/ext.222

Address: 1699 South Pere Marquette Highway, Ludington, MI, USA

Email Address: jerry@pmtwp.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: \$17,210.00 + Tax if Applicable

Down Payment: \$8,605.00

Balance due upon completion of installation: \$8,605.00 + 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 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 \$N/A 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 \$120.00 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)-(i) ABOVE, SUBSCRIBER SHALL PAY \$120.00 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).

**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)-(i) 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)

Pere Marquette Charter Township

*Micah Byrnes*

Micah Byrnes

Gerald Bleau

Alarm System Specialist

Date Accepted: 01 / 05 / 2023

Date Accepted:

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## 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







*Proposal For:*

**Pere Marquette Charter Township  
Fire Department Access Control System**

*Project Location:*

**1040 S Pere Marquette Hwy  
Ludington, MI 49431**

*Prepared For:*

**Gerald Bleau**

*Prepared By:*

**Micah Byrnes**



**ACCESS  
CONTROL**



**VIDEO**



**FIRE**



**BURGLAR  
ALARM**

Gerald Bleau

Pere Marquette Charter Township

1699 South Pere Marquette Highway

Ludington, Michigan 49431

jerry@pmtwp.org • 231.845.1277, option 5/ext.222

01 / 05 / 2023

Hello Gerald. It is my pleasure to present this estimate for your Fire Department Access Control 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: **\$14,280.00** (*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,

**Micah Byrnes**

*Alarm System Specialist*

**(231) 342-2039**

MByrnes@gotks.com

[www.GoTKS.com](http://www.GoTKS.com)

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## Project Information

**Project Name:** Pere Marquette Charter Township Fire Department Access Control System

**Project Location(s):** 1040 S Pere Marquette Hwy, Ludington, MI 49431

**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:**

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## Current System Assessment

TKS Security will install access control on the following doors -

- Front Door
- South Door
- Back Bay
- Front Bay

25 key fobs are included in this proposal.

See system info below -

- Hosted as a Hatrix, redundant database, easy-to-use, Access Control System
- Unlimited Card/Fob Users
- Unlimited Mobile App Administrators
- Lock/Unlock doors from anywhere
- Add/Delete/Edit Users and Operators from anywhere
- Unlimited Groups and Schedules
- 128-bit AES encrypted communications from the fob to the database (\*important)
- Remote TKS support included (we are here to help, always)
- 12 Hour battery backup on all readers
- Lockdown Capable
- All Hardware, Door Locks and modifications are included
- Alarm/Intrusion Integration

## Access Control

Click [here](#) for detailed information about our access control solutions.

QTY	SKU	Name	Price	Subtotal
1	KT-400	Kantech 4-Door Controller (In Enclosure)	\$3,850.00	\$3,850.00
1	324	DMP 16VAC/100VA Transformer in small enclosure	\$90.00	\$90.00
4	KT-SG-MT-KP	Kantech Single Gang MT Reader w/ Keypad	\$920.00	\$3,680.00
4	STRIKE	Commercial Grade Electric Door Strike	\$500.00	\$2,000.00
25	MFP-2KKEY	IOSMART KEY TAG	\$10.00	\$250.00
2	CAT6-ORG (1000)	Cat6 Riser Orange 1000ft Box	\$300.00	\$600.00
2	027304 (1000)	18-04 Stranded Unshielded Riser Orange Stripe 1000ft Box	\$500.00	\$1,000.00
1	MISC	Misc. Install Materials, Beam Clamps, Wire Rings, Wire Ties, J Hooks, Wire Mold Etc..	\$250.00	\$250.00
1	INSLBR	Install Labor - Programming, Installation, Testing	\$2,560.00	\$2,560.00

Subtotal **\$14,280.00**

**Total \$14,280.00**

## INITIAL INVESTMENT

*Parts, Installation, Programming Testing, Training*

**\$14,280.00**

## MONITORING/HOSTING

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

Quantity	Description
4	*Kantech Hatrix by TKS - 2-4 Hosted AC

Subtotal **\$88.00**

**Total \$88.00**

## RECOMMENDED SERVICES (OPTIONAL)

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

Subtotal **\$200.00**

**Total \$200.00**

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.*



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

**STANDARD COMMERCIAL SECURITY AGREEMENT**

Date: 1/5/2023

Subscriber's Name: Pere Marquette Charter Township

Telephone No.: 231.845.1277, option 5/ext.222

Address: 1699 South Pere Marquette Highway, Ludington, MI, USA

Email Address: jerry@pmtwp.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: \$14,280.00 + Tax if Applicable

Down Payment: \$7,140.00

Balance due upon completion of installation: \$7,140.00 + 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 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 \$N/A 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 \$88.00 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)-(i) ABOVE, SUBSCRIBER SHALL PAY \$88.00 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).

**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)-(i) 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](http://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)

Pere Marquette Charter Township

*Micah Byrnes*

Micah Byrnes

Gerald Bleau

Alarm System Specialist

Date Accepted: 01 / 05 / 2023

Date Accepted:

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## 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





**PERE MARQUETTE TOWNSHIP, MICHIGAN**

**RESOLUTION TO VACATE ALLEY IN LINLOOK PARK SUBDIVISION**

**RESOLUTION NO. 2023-6**

Residents John and Anita Wilson, a married couple, who have an address of 7285 Orchard Avenue, Ludington, Michigan 49431, are the sole owners, in fee, of several lots located in Linlook Park Subdivision, Pere Marquette Township, Mason County, State of Michigan, to include lots adjacent to the alley described below.

The Wilsons request the Township Board vacate a portion of alley (Alley) that runs North to South, splitting lots 21 and 22 of the Linlook Park Subdivision, and is located between the South edge of an alley running East-West adjacent to the northern edge of lots 15, and 18 through 24, and the North edge of Jane Avenue, which is legally abandoned. A depiction of the Alley and adjacent parcels is attached hereto as Exhibit A and incorporated herein by reference.

The Linlook Park Subdivision Plat was approved by the Township Board on November 27, 1911, and was recorded on February 21, 1912. The plat states that the “streets and alleys as shown on said plat are hereby dedicated to the Public use”. Despite the plat dedication, the Township is not aware of any action on the Township’s part to further accept the plat dedication, much less open the subject Alley to public use.

Pursuant to the Michigan Land Division Act, PA 288 of 1967, Section 255b, effective as of December 22, 1978, land that is dedicated to the use of the public on a recorded plat is conclusively presumed to have been accepted “by the municipality within those boundaries the land lies” ten years after the date of recording of the plat, unless it can be established that the dedication was timely withdrawn by the plat proprietor within that same time frame.

The Township is not aware of any recorded document or action on the part of current or historic owners of property in the Linlook Subdivision that might constitute withdrawal of the offer to dedicate the Alley to public use. Although the passage of more than 66 years between the recording of the Linlook Subdivision Plat and the effective date of PA 288 of 1967, Section 255b, could create a question of continued viability of the plat-offering of dedication, the Township assumes, for the purpose of this Resolution that its authority and jurisdiction over the Alley vested a decade after the Linlook Subdivision Plat was recorded.

The McNitt Act, PA 130 of 1931, repealed by PA 51 of 1951, provided a mechanism for the County Road Commission to take over township roads, alleys, and streets within a recorded plat. Subsequent case law further required that any transfer of jurisdiction over roads through the McNitt Act would require a resolution that expressly identified the platted road or the specific plat that contained the road. Therefore, there was a mechanism for the Road Commission to take over the Alley, if the Alley had been effectively accepted by the Township.

The Mason County Road Commission, on its 2021 published roster of roads identifies roads in the Linlook Subdivision for which it claims jurisdiction: Lake Avenue, Juanita Avenue, No Name, Orchard Avenue, Terri Court, and Beech Avenue. The Road Commission has not provided any record that expressly identifies the Linlook Subdivision Plat for the purpose of transferring jurisdiction of all roads (or alleys) contained therein, nor a record that expressly identifies the Alley as being under the Road Commissions jurisdiction. Therefore, the extent to which the Road Commission has jurisdiction over the Alley is dubious.

The Alley is not within 25 meters of Lake Michigan, the closest body of water, and does not provide access to the lake. Therefore, the vacation of the Alley is not subject to the limitations of PA 288 of 1967, Section 255a.

The Township is not aware that the alleys of Linlook Park Subdivision have ever been improved, to the extent that, to date, they have been mowed and landscaped yards to any observer. Additionally, the Township does not have any current interest or future plans for public use of the alleys in the Linlook Subdivision, to the extent that the Alley does not have foreseeable utility to the Township as a public facility. Additionally, the Township does not wish to carry any maintenance responsibilities or liability that might attend jurisdiction over the Alley.

The Township Board finds that vacating its potential interests in and jurisdiction of the Alley, as such vacation might relate to the dedication evidenced in the Linlook Subdivision Plat, is in the best interest of the Township.

Pursuant to MCL 560.256, when the governing body of a municipality by resolution or ordinance vacates an alley or a portion of an alley, the clerk of the municipality, within 30 days thereafter, shall record a certified copy of the resolution with the register of deeds, giving the name of the plat affected, and shall send a copy of the resolution to the Director of the Department of Energy, Labor, and Economic Growth.

IT IS RESOLVED, that the Pere Marquette Township Board, pursuant to MCL 560.256, hereby vacates the portion of the alley running North to South, splitting lots 21 and 22 of the Linlook Park Subdivision Plat, which sits between the South edge of the alley running East-West adjacent to the northern edge of lots 15, and 18 through 24 and the North edge of Jane Avenue.

IT IS FURTHER RESOLVED, that the Clerk is directed to record a certified copy of this resolution with the Register of Deeds, within 30 days of the adoption hereunder, and send a copy of the same to the Director of the Department of Labor and Economic Opportunity.

The above resolution was moved for adoption by Board Trustee \_\_\_\_\_ and seconded by Board Trustee \_\_\_\_\_.

The motion for adoption received the following vote:

YES: \_\_\_\_\_

NO: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstained: \_\_\_\_\_

Motion Carried.

I, Rachelle Enbody, Clerk of the Township of Pere Marquette, County of Mason, certify that the forgoing is a true and complete copy of a resolution adopted by the Pere Marquette Township Board at its Regular Meeting held Tuesday, \_\_\_\_\_, 2023. The original resolution is on file in my office.

\_\_\_\_\_  
Rachelle Enbody,  
Township Clerk



To Whom it may concern:

This letter is to inform you of my intent to leave the Pere Marquette Township Fire Department effective the end of March 2023. I want to thank you for the time and experience I received, but at this time I feel I should move on in my career in firefighting. I will turn in all Pere Marquette Township Fire materials to chief Larry Gaylord. Thank you.

Thomas Johnston

# Deputy Clerk Monthly Report

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## March 2023 – April

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### Deputy Clerk

- Daily processing of mail
- Reading numerous emails (MTA, BOE, MAMC) throughout each day
- Journalized & Posted Invoices for payment
- Daily input of invoices/reimbursements for payment – includes getting approval for expenditure from department head
- Prepared Invoice Approval Report for board packet
- Organize bills for clerk review prior to payment
- Journalize & post Invoices for payment
- Printed checks for payment of bills from board meeting
- Proof minutes from board meetings
- Weekly upkeep of registered voter records (Master Card file and mailing of ID Cards)
- End of Month Bills
- Monthly addition to Fuel Comparison spreadsheet
- Spoke, chatted or emailed 12 vendors
- Proof reading of various documents
- Shredded documents per retention schedule
- Maintained QVF for the month
- Signed up on Spectrum Enterprise to allow for better bill tracking
- Called several vendors for W9 forms to add as a vendor in Accounts Payable
- Attended Clerk's Institute one week training
- Reconciled investment statements to General Ledger

### Benefits Plan Administrator

- Processed two employment terminations
- Created employment packets for new employees

### Payroll Administrator

- Processed three payroll cycles – including associated remittances (benefits)
- Tracking of trustee and committee meeting attendance
- Prepare trustee time sheets
- Bureau of Labor Statistics Reporting
- State of Michigan – New Hire Reporting
- Leave Schedule updated each payroll cycle – verify with payroll software
- Entered employee requests for withholding/deposit into payroll software
- Updated Fire Department's payroll records for changes in Department
- Applied forfeited MERS funds to bill per MERS statement

### Miscellaneous

- Assisted with walk-in residents



**PERE MARQUETTE CHARTER TOWNSHIP  
TREASURER'S REPORT**

**BANK BALANCES**  
**FROM: 3/1/2023 TO: 3/31/2023**

Type	Description	Beginning Balance 3/1/2023	Total Debits	Total Credits	Ending Balance 3/31/2023
Investment	Cetera Investments	\$594,848.57	\$408,402.02	\$8,319.39	\$194,765.94
Money Market	Comerica Savings/MM	\$498,019.06	\$0.00	\$1,847.18	\$499,866.24
Investment	Comerica Securities	\$99,745.00	\$0.00	\$64.00	\$99,809.00
Money Market	Huntington Bank /MM	\$131,044.99	\$0.00	\$33.39	\$131,078.38
Investment	MBIA Michigan Class	\$1,783,606.09	\$0.00	\$7,366.77	\$1,790,972.86
Investment	Multi-Bank Securities, Inc.	\$863,279.47	\$667.07	\$12,549.36	\$875,161.76
Investment	Preferred Credit Union CD's	\$269,527.80	\$0.00	\$831.58	\$270,359.38
Cash	Preferred Credit Union Savings	\$5.68	\$0.00	\$0.00	\$5.68
Investment	Safe Harbor CD's	\$590,814.12	\$912.19	\$912.19	\$590,814.12
Cash	Safe Harbor Savings/MM	\$60,670.76	\$0.00	\$135.51	\$60,806.27
Investment	West Shore Bank CD's	\$450,000.00	\$0.00	\$0.00	\$450,000.00
Cash	West Shore Current Tax	\$26,392.26	\$69,725.68	\$45,237.34	\$1,903.92
Cash	West Shore General Checking	\$2,977,033.48	\$339,139.64	\$740,153.80	\$3,378,047.64
Cash	West Shore Payroll Account	\$3,085.36	\$121,960.02	\$122,387.23	\$3,512.57
Money Market	West Shore Savings/MM	\$1,806,229.52	\$0.00	\$613.63	\$1,806,843.15
Cash	West Shore Trust Account	\$1,629.00	\$659.00	\$1,631.00	\$2,601.00
<b>TOTALS</b>		<b>\$10,155,931.16</b>	<b>\$941,465.62</b>	<b>\$942,082.37</b>	<b>\$10,156,547.91</b>

**YEAR-TO-DATE TOTAL BANK BALANCES**

Month:	Year:	Ending Balance:
December	2022	\$8,791,320.94
January	2023	\$11,141,812.41
February	2023	\$10,155,931.16
March	2023	\$10,156,547.91