FINANCE COMMITTEE AGENDA
November 9, 2026
Council Rotunda

Finance Committee (6:00 p.m.)

1. Assignment of Requests for Council Action
2. 26-220-11/9 – Budget Amendments
    a. #2026-038
3. 26-221-11/9 – Amend Ord. 146-26, Increase PO 26-896 to Roetzel & Andress – Law
4. 26-222-11/9 – Increase Exp. PO #26-214 – Heritage Pool – MCRC
5. 26-223-11/9 – Authorize Law Director to File an Appropriation – N. Huntington Project
6. 26-224-11/9 – 2027 Blanket PO – Vances Law Enforcement – Police
7. 26-225-11/9 – 2027 Blanket PO – Akron Uniforms – Police
8. 26-226-11/9 – 2027 Blanket PO – Huntington National Bank – Police
9. 26-227-11/9 – Amend S&B Code – Reorganization of Law Department
10. 26-228-11/9 – Agreement with Securitec Security Systems Municipal Court

REQUESTS FOR COUNCIL ACTION/DISCUSSION

Finance Committee

26-220-11/9 – Budget Amendments
26-221-11/9 – Amend Ord. 146-26, P.O. for Roetzel & Andress – Law Dept.
26-222-11/9 – Increase P.O. #26-214 – Heritage Pool – MCRC
26-223-11/9 – Authorize Law Director to File an Appropriation – North Huntington Project
26-224-11/9 – 2027 Blanket PO – Vances Law Enforcement – Police Dept.
26-225-11/9 – 2027 Blanket PO – Akron Uniforms – Police Dept.
26-226-11/9 – 2027 Blanket PO – Huntington National Bank – Police Dept.
26-227-11/9 – Amend S&B Code – Reorganization of Law Dept.
26-228-11/9 – Agreement Securitec Security Systems Municipal Court

11/9/26

Batch Number
(Finance use only)
Batch Posted?

RCA Number
(Council use only) RCA 26-220-11/9 Finance

REQUEST FOR APPROPRIATION ADJUSTMENT

TYPE OF ADJUSTMENT
(CHECK ONE)

ADMINISTRATIVE	
FINANCE COMMITTEE	x
COUNCIL	x

NO. 2026-038
(Finance use only)

FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TO ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT	EXISTING APPROPRIATION	UNAPPROPRIATED FUNDS	REASON
		108-0671-54411	#1150 s Huntington Bridge	412.19		x	#1150 s Huntington Bridge
		108-0672-54414	#1170 E Smith Rd - Ph 2 reconstruct	1,750,000.00		x	#1170 E Smith Rd - Ph 2 reconstruct
		109-0757-50111	Veteran's Court - Wages	32,100.00		x	Veteran's court Grant
		109-0757-50114	Veteran's Court - holiday	1,400.00		x	Veteran's court Grant
		109-0757-50115	Veteran's Court - Vacation	4,000.00		x	Veteran's court Grant
		109-0757-50116	Veteran's Court - Sick	2,000.00		x	Veteran's court Grant
		109-0757-51121	Veteran's Court - Retirement	4,000.00		x	Veteran's court Grant
		109-0757-51122	Veteran's Court - Hosp	15,000.00		x	Veteran's court Grant
		109-0757-51123	Veteran's Court - WC	300.00		x	Veteran's court Grant
		109-0757-51126	Veteran's Court - medicare	700.00		x	Veteran's court Grant
		109-0757-51129	Veteran's Court - Personal svc	1,350.00		x	Veteran's court Grant
		109-0757-52211	Veterans Court - Education and Travel	150.00		x	Veteran's court Grant
		109-0757-52226	Veteran's Court - Prof Svcs	14,000.00		x	Veteran's court Grant
		145-0630-54411	RR - land improvements	100,000.00		x	rr project
		153-0771-52215	Opioid contractual	39,654.97		x	Opioid funds - MHRB - hope works program
		162-0705-53315	tools / minor - court furniture	15,000.00		x	new courthouse items
		169-0705-52226	Ct spec proj - prof svcs	10,000.00		x	new courthouse - items
		301-0707-52215	gen purpose cap - contractual	2,820.00		x	Law dept - moving exp
		741-0945-56612	util dep - refunds	15,000.00		x	utility refunds
			Total increases to fund:	2,007,887.16			
			Total reductions to fund:				
			Total transfers within fund:	-			

EXPLANATION:

DEPARTMENT HEAD: Keith Dirham / Lori Bowers DATE: 11/2/2026

COUNCIL/COMMITTEE ACTION:
APPROVED:
DENIED:
RETURNED FOR EXPLANATION:
RETURNED TO USE EXISTING ACCOUNT FUNDS:

ORD. NO. 184-26 ✓

CLERK OF COUNCIL/DATE

ROUTING: ORIGINAL TO FINANCE
COPY TO DEPT. HEAD
COPY TO COUNCIL

REQUEST FOR COUNCIL ACTION

No. RCA 26-221-11/9

FROM: Keith H. Dirham, Finance Director
Lori Bowers, Deputy Finance Director

Committee: Finance

DATE: November 4, 2026

SUBJECT: Increase PO 26-896 – Roetzel

SUMMARY AND BACKGROUND:

The Finance Department respectfully requests Council to authorize an increase to PO 26-896 to Roetzel for legal services.

Amend → * Ord. 146-26 passed 9-28-26 increased to $45,000

Estimated Cost: $20,000

- sufficient funds in Account No. 001-0704-52225
- transfer needed from Account No. to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: yes
Reason:

COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

ORDINANCE NO. 146-26

AN ORDINANCE AUTHORIZING THE INCREASE OF THE EXPENDITURE TO ROETZEL & ANDRESS FOR THE LAW DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS: The Law Department has requested to increase Purchase Order #2026-0896 from $20,000.00 to $45,000.00 for pending litigation matters which requires the Council's approval.

NOW, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the increase to Purchase Order #2026-0896 from $20,000.00 to $45,000.00 is hereby authorized for the Law Department to cover expenses for pending litigation.

SEC. 2: That the funds to cover this expenditure in the amount of $25,000.00 are available in Account No. 001-0704-52225.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason the vendor is awaiting payment; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: September 28, 2026

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: September 28, 2026

SIGNED: James A. Shields
Mayor

City of Medina
132 North Elmwood Ave
P.O. Box 703
Medina, OH 44258

PURCHASE ORDER

Page: 1
P.O. Number: **2026000896**
P.O. Date: 01/26/2026
Req. Number: BOC 1/26/26

Deliver To OFFICE OF THE LAW DIRECTOR
CITY OF MEDINA
132 N ELMWOOD AVE
MEDINA, OH 44256

Requested By: Michele Sloan
Blanket Type: RB
Ship Via:
Terms:

THEN AND NOW CERTIFICATION

I hereby certify that the amount necessary to meet this obligation was then (at time of the order or contract) and is now lawfully appropriated for such purpose and was then and is now in the Treasury and free from previous encumbrances.

Vendor R00283
ROETZEL & ANDRESS LPA
222 SOUTH MAIN STREET
AKRON, OH 44308

TERMS:
1. City of Medina is exempt from excise or sales tax.
2. Purchase order number must appear on all invoices, packages, packing slips, shipping papers and all other correspondence.
3. Delivery must be prepaid to destination shown above or billed to same.
4. No change may be made in this order without consent of the Director of Finance.
DO NOT DUPLICATE THIS ORDER

FID# 34-6001856

Line	Description	Account	Qty	Unit	Price/Unit	Amount
BOC APPROVED 1/26/26						
		Accounting				
001	LEGAL SERVICES/CONSULTING	001-0704-52225				$45,000.00

Purchase Order Total: $45,000.00

$25,000 INCREASE; ORD 146-26; PASSED 9/28/26; EMERGENCY EFFECTIVE IMMEDIATELY

This amount has been lawfully appropriated for such purpose and is in the treasury or in the process of collection.

Director of Finance — 1/29/2026 Date

RCA 26-222-11/9

City of Medina

Finance Only

Board of Control/Finance Committee Approval

Administrative Code: 141

- Department Heads can authorize expenditures up to $2,000.00 (requisition)
- Board of Control authorizes expenditures from $2,000.01 to $20,000.00 (BOC form).
- Finance Committee authorizes expenditures from $20,000.01 to $35,000.00 (BOC form).
- Council authorizes expenditures/bids over $35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 10/28/2026 **Department:** Medina Rec

Amount requested: $8,000.00 **BOC Approval Date:** _____

Fill below for increases only (Finance Use Only)

Increase Amount: $8,000.00 **PO Number to increase:** 26-214 Line 1

New PO Total with increase: $28,425.00

Account Number: 574-0356-53312

Vendor: Heritage Pool O01008

Department Head/Authorized Signature: _____

Item/Description:

Pool Chemicals for remainder of 2026

NEW total $28,425.00

FINANCE COMMITTEE APPROVAL: (expenditures from $20,000.01 to $35,000.00)

Date Approved/Denied by Finance Committee: _____

_____ **Date to Finance:** _____

Clerk of council

- **Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.**
- **Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.**

Thank you.

Revised: 5/7/2025

REQUEST FOR COUNCIL ACTION

NO. RCA 26-223-11/9

FROM: Patrick Patton, Greg Huber

DATE: November 3, 2026

COMMITTEE REFERRAL: Finance

SUBJECT: Authorize the Law Director to File an Appropriation

In order to complete Phase 3 the North Huntington Reconstruction project, the City must acquire easements or right of way on several properties abutting the project. To date we have not been able to acquire an easement from the following property:

PPN 028-19A-17-003 and 028-19A-17-004
304-390 W. Union Street
Medina, Oh
Owner: Union Square Multi-Family, LLC

The right of way consultant the City engaged to acquire easements for this project has recommended that the City file an appropriation to acquire this easement. The appraised value of the easement is $8,716; as part of the appropriation process, the City will have to deposit this amount with the Court.

This Request asks Council to authorize the Law Director to file an appropriation in order to acquire this easement and deposit the necessary funds with the Court.

Thank you for your consideration.

ESTIMATED COST: $8,716

SUGGESTED FUNDING: 108-0610-54411

Sufficient Funds in Account Number:

Transfer Needed from: To:

New Appropriation Account Number:

Emergency Clause Requested: (Yes)

Reason: This is the first of several steps necessary to complete acquisition; we would like to start this process as soon as possible.

COUNCIL USE ONLY:

COMMITTEE RECOMMENDATION:

Council Action Taken:

Ord./Res. Number:
Date:

RCA 26-224-11/9

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

Finance Only

- Department Heads can authorize expenditures up to $2,000.00 (requisition)
- Board of Control authorizes expenditures from $2,000.01 to $20,000.00 (BOC form).
- Finance Committee authorizes expenditures from $20,000.01 to $35,000.00 (BOC form).
- Council authorizes expenditures/bids over $35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 11/3/2026 **Department:** POLICE

Amount requested: $25,000.00 **BOC Approval Date:** _____

Fill below for increases only (Finance Use Only)

Increase Amount: n/a **PO Number to increase:** n/a

New PO Total with increase: n/a

Account Number: multiple

Vendor: Vances Law Enforcemnt **Vendor #:** V00028

Department Head/Authorized Signature: _____

Item/Description:

2027 Regualar Blanket Purchase Order for ammunition and police equipment

$11,000.00 Line 1 Ammunition Operating Supplies 106-0101-53313

$14,000.00 Police Tools/Minor Equipment 106-0101-53315

FINANCE COMMITTEE APPROVAL: (expenditures from $20,000.01 to $35,000.00)

Date Approved/Denied by Finance Committee: _____

_____ **Date to Finance:** _____

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

Revised: 5/7/2025

RCA 26-225-11/9

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

Finance Only

- Department Heads can authorize expenditures up to $2,000.00 (requisition)
- Board of Control authorizes expenditures from $2,000.01 to $20,000.00 (BOC form).
- Finance Committee authorizes expenditures from $20,000.01 to $35,000.00 (BOC form).
- Council authorizes expenditures/bids over $35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 11/3/2026 **Department:** POLICE

Amount requested: $35,000.00 **BOC Approval Date:** _____

Fill below for increases only (Finance Use Only)

Increase Amount: n/a **PO Number to increase:** n/a

New PO Total with increase: _____

Account Number: 106-0101-51131

Vendor: Akron Uniforms **Vendor #:** A00487

Department Head/Authorized Signature: _____

Item/Description:

2027 Regualar Blanket Purchase Order for police uniforms and bulletproof vests.

Line 1 106-0101-51131 Uniforms/Bulletproof vests $30,000

Line 2 106-0101-51131 Specials Uniforms $5,000

FINANCE COMMITTEE APPROVAL: (expenditures from $20,000.01 to $35,000.00)

Date Approved/Denied by Finance Committee: _____

_____ **Date to Finance:** _____

Clerk of council

- **Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.**
- **Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.**

Thank you.

Revised: 5/7/2025

RCA 26-226-11/9

City of Medina

Board of Control/Finance Committee Approval

Administrative Code: 141

Finance Only

- Department Heads can authorize expenditures up to $2,000.00 (requisition)
- Board of Control authorizes expenditures from $2,000.01 to $20,000.00 (BOC form).
- Finance Committee authorizes expenditures from $20,000.01 to $35,000.00 (BOC form).
- Council authorizes expenditures/bids over $35,000.01 (RCA form). Board of Control awards all bids, unless otherwise specified in authorizing ordinance. (Ord. 77-23)

Date: 11/3/2026 **Department:** POLICE

Amount requested: $30,000.00 **BOC Approval Date:** _____

Fill below for increases only (Finance Use Only)

Increase Amount: n/a **PO Number to increase:** n/a

New PO Total with increase: _____

Account Number: multiple see below

Vendor: Huntington National Bank **Vendor #:** H00381

Department Head/Authorized Signature: _____

Item/Description:

2027 Regualar Blanket Purchase Order for use of the Huntington Bank card.

$5,500 Line 1 106-0101-52211 Police Education/Travel

$5,500 Line 2 106-0101-53315 Tools/Minor Equipment

$500 Line 3 106-0101-53313 Operating Supplies

$2,500 Line 4 106-0101-53321 Maint of Equipment

$1,000 Line 5 151-0101-53313 Plaques/Novelty Items

$13,000 Line 6 152-0101-52211 Police Training

$500 Line 7 106-0101-52226 Professional Services

$1,000 Line 8 106-0101-53311 Office Supplies

$500 Line 9 106-0101-51129 Misc Personal Services

FINANCE COMMITTEE APPROVAL: (expenditures from $20,000.01 to $35,000.00)

Date Approved/Denied by Finance Committee: _____

_____ **Date to Finance:** _____

Clerk of council

- Please have all BOC items for the agenda to the Mayor's Office before 5 p.m. on Friday before the scheduled BOC meeting.
- Please have all Finance Committee items for the agenda to the Clerk of Council's Office before 5 p.m. on Tuesday before the scheduled Finance Committee meeting.

Thank you.

Revised: 5/7/2025

REQUEST FOR COUNCIL ACTION No. RCA 26-227-11/9

FROM: Mayor Jim Shields

Committee: Finance

DATE: November 2, 2026

SUBJECT: Reorganization of Law Department

SUMMARY AND BACKGROUND:

Part-time Law Director, Greg Huber, has announced his retirement effective 12/31/2026. I am respectfully requesting Council approval of the mayor's recommendation that Assistant Law Director, Matt Lanier, be appointed full-time law director effective 1/1/2027. I will make that recommendation formally to council at a future council meeting.

If Mr. Lanier is approved as the next law director, there will be some additional moves in the law department. These moves will require some changes to the law department's classification and pay grades. The Salary and Benefits Code sections 31.05 and 31.04 F will need to be amended. (See attached chart for proposed changes).

In summary, Matt Lanier will become full-time Law Director/Chief Prosecutor. Megan Philbin will become a full-time Assistant Law Director/Assistant Prosecutor. Daryl Kowalski will join the Law Department as a full-time assistant prosecutor.

All of these moves will be accomplished within the confines of the Law Department's 5-year budget. There are no increased expenses with any of these proposed changes. The new set-up of the department allows for more full-time coverage for the city as well as municipal court.

Since these moves require the adjustment of positions within the salary and benefits code, I am using this opportunity to shift these three attorney positions to salary ranges rather than a set salary. This will give more flexibility for future law department hires and better reflects hiring that will be based on level of experience.

Estimated Cost: No Additional Cost

Suggested Funding:

· Sufficient funds in Account No.

· Transfer needed from Account No.

S&B Code 31.04

~~(F) That Greg Huber, Law Director (part time) shall be paid the salary of Assistant Prosecutor for the period of time he performs those duties and responsibilities in addition to his normal duties of Law Director. The pay shall be designated by an asterisk (*) in Section 31.05 and shall be retroactive to February 8, 2010. (Ord. 41-10)~~

S&B Code 31.05
LAW DEPARTMENT (current)

Number	Classification	Steps Authorized	Classified Service
1	Law Director/Chief Prosecutor (full time)	Pay Grade 108 (annual salary paid bi-weekly)	Unclassified
1	Assistant Prosecutor (full time)	Pay Grade 105 (annual salary paid bi-weekly)	Unclassified
1	Law Director/Prosecutor (part-time)	Pay Grade 105 Mayor, confirmed by Council	Unclassified/appointed by Part-time
1	Asst. Law Director/Asst. Prosecutor (part-time)	Pay Grade 107	Part-time
2	Assistant Prosecutor (part-time*)	Pay Grade 102	Part-time
2	Law Department Secretary (unclassified)	9 A-F	Unclassified
1	Clerk (part-time)	Sec. 31.02(B)(11)	Part-time

(A) For services in connection with the proceedings for issuing bonds, with or without the vote of the electors, with the exception of special assessment bonds: $100.00

(B) For all services in connection with any special assessment proceedings, except sidewalk assessments, Including the sale of bonds for said proceedings: $200.00

*-See Section 31.04(F) for special regulations concerning this position.

Ord. 5-03, 2-04, 22-04, 7-06, 17-08, 41-10, 134-11, 7-19, 201-23, 126-24

LAW DEPARTMENT (proposed)

Number	Classification	Steps Authorized	Classified Service
1	Law Director/Chief Prosecutor (full time)	**Pay Grade 114 Mayor, confirmed by Council**	**Unclassified/appointed by**

		Pay Grade 114 range 123,528.88-148,234.66 (annual salary paid bi-weekly)	
1	Asst. Law Director/Asst. Prosecutor **(full-time)**	**Pay Grade 112**	Full time
		Pay Grade 112 range 85,783.94-102,940.73 (annual salary paid bi-weekly)	
1	Assistant Prosecutor (full time)	**Pay Grade 111**	Unclassified
		Pay Grade 111 range 71,486.94-85,783.94 (annual salary paid bi-weekly)	
1	Law Director/Prosecutor (part-time)	Pay Grade 105 Mayor, confirmed by Council	Unclassified/appointed by Part-time
2	Assistant Prosecutor (part-time*)	Pay Grade 102	Part-time
2	Law Department Secretary (unclassified)	9 A-F	Unclassified
1	Clerk (part-time)	Sec. 31.02(B)(11)	Part-time

(A)	For services in connection with the proceedings for issuing bonds, with or without the vote of the electors, with the exception of special assessment bonds:	$100.00
(B)	For all services in connection with any special assessment proceedings, except sidewalk assessments, Including the sale of bonds for said proceedings:	$200.00

~~* See Section 31.04(F) for special regulations concerning this position.~~

Ord. 5-03, 2-04, 22-04, 7-06, 17-08, 41-10, 134-11, 7-19, 201-23, 126-24

REQUEST FOR COUNCIL ACTION

No. RCA 26-228-11/9

FROM: Medina Municipal Court
Committee: Finance
DATE: November 4, 2026
SUBJECT: Monitoring Agreement with Securitec Security Systems

SUMMARY AND BACKGROUND:

Medina Municipal Court respectfully requests Council to approve an agreement with Securitec Security Systems Professionals to monitor and service panic alarms for Municipal Court.

Law Director has reviewed and approved contract for Mayor Shields signature.

Estimated Cost: $1,000.00 each year
Suggested Funding:

- sufficient funds in Account No. 001-0705-52226
- transfer needed from Account No.
  to Account No.
- NEW APPROPRIATION needed in Account No.

Emergency Clause Requested: YES
Reason: Complete and monitor panic alarms for Municipal Court

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COUNCIL USE ONLY:
Committee Action/Recommendation:

Council Action Taken:

Ord./Res.
Date:

SECURITEC
Security System Professionals
Securitec One, Inc. • 965 Medina Road • Medina, OH 44256-8132
T:330-239-2322 • 800-860-7413 • F:330-239-2344 • www.securitec1.com

REMOTE STATION MONITORING AGREEMENT

City of Medina
CUSTOMER'S LEGAL NAME

Medina Municipal Court
AKA or DBA

223 East Washington Street
ADDRESS OF PROTECTED PREMISES

Medina
CITY

OH 44256 330-723-3287
STATE POSTAL ZIP CODE TELEPHONE NUMBER

December 1, 2026
EFFECTIVE DATE OF THIS AGREEMENT

December 1, 2029
RENEWAL DATE OF THIS AGREEMENT (see paragraph 2)

SERVICES PROVIDED: X Standard Alarm Monitoring Service
X Daily Test Signal X Sole-path or back-up Cellular Service
X Remote App Access ___ Other: _____

YOUR MONTHLY CHARGE: $ 75.95, plus sales tax

THIS AGREEMENT IS BY AND BETWEEN **SECURITEC ONE, INC.**, (hereafter referred to as "SECURITEC") AND THE CUSTOMER (hereafter referred to as "CUSTOMER', "BUYER" or "SUBSCRIBER") AND IS SUBJECT TO THE TERMS AND CONDITIONS AS STATED HEREIN. WHEREAS THE CUSTOMER OWNS AN ELECTRONIC PROTECTIVE SYSTEM AND DESIRES REMOTE STATION (hereafter referred to as "REMOTE STATION", "CENTRAL OFFICE" or "CENTRAL STATION") MONITORING SERVICES TO BE PROVIDED BY SECURITEC, THE PARTIES AGREE AS FOLLOWS:

1. Customer agrees to pay SECURITEC the monthly charge of $ **75.95**, plus applicable sales tax and paid **ANNUALLY** in advance for the services listed above during the entire term and through the renewal date as stated in this agreement, including any renewal terms.

2. **TERM OF THIS AGREEMENT:** The initial term of this agreement shall begin on the effective date and end on the renewal date as stated above in this agreement. If remote station monitoring service begins before the effective date stated herein, the effective date and charges related thereto will be adjusted to include the date that service begins and the renewal date will remain as stated herein; if service begins after the effective dated stated herein, the effective date and charges related thereto will be adjusted to begin on the date that service begins and the length of the initial term will be amended to begin on the first day of the month after service begins. This agreement shall automatically renew for successive periods of (36) months thereafter under the same terms and conditions unless either party gives written notice to the other, via any verifiable means, of their intention not to renew the agreement a minimum of thirty (30) days prior to the expiration of any term in effect. However, it shall be incumbent upon the sender to verify receipt of any written notice by the other party. **SECURITEC WILL NOT INCREASE THE MONTHLY CHARGE** as stated in this agreement during the initial term unless additional services are ordered by the customer. Upon the expiration of the initial term and at any successive renewal of this agreement, SECURITEC will be permitted to reasonably increase the charge for the services provided herein. A reasonable increase shall be defined as not to exceed ten (10) percent of the charge in effect during the previous term. The customer understands that SECURITEC shall be permitted, at its option, upon giving written notice to the Subscriber at least thirty (30) days in advance, terminate this agreement as if the full term had expired, and the Subscriber shall be relieved of any obligation to pay any charge after said date.

3. **REMOTE STATION MONITORING:** Upon receipt of a signal from the system or communication software, SECURITEC or its designee remote station shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that SECURITEC or SECURITEC'S designee remote station does not assume any responsibility for any manner in which any party, including municipal police, fire, or life support departments, respond to any such notifications. Subscriber acknowledges that signals are transmitted over telephone lines, wire, air waves or other modes of communication pass through systems and networks wholly beyond the control of SECURITEC and are not maintained by SECURITEC and, therefore, SECURITEC shall not be responsible for any equipment failure which prevents transmission signals from reaching the remote station or any damages arising therefrom. Subscriber agrees to furnish SECURITEC with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to SECURITEC in writing. Subscriber authorizes SECURITEC to access the control panel to input or delete data and programming. If the equipment contains listening or viewing devices permitting such monitoring, then upon receipt of an alarm signal the remote station shall monitor sound and video for so long as the remote station, in its sole discretion, deems appropriate to respond to or confirm an alarm condition. If Subscriber requests SECURITEC to remotely activate or deactivate the system, change combinations, openings or closings, or reprogram system functions, Subscriber shall pay SECURITEC'S current service charge for each such service. Subscriber acknowledges that SECURITEC provides no personal response to an emergency signal except notification to the appropriate parties.

4. **ASSIGNMENT OF AGREEMENT:** Subscriber shall not be permitted to assign this agreement without written consent of SECURITEC. SECURITEC shall have the right to assign this contract and shall be relieved of any obligations herein upon any such assignment.

5. **COMMUNICATION SOFTWARE REMAINS PERSONAL PROPERTY OF SECURITEC:** SECURITEC shall maintain sole ownership of the communication software and shall not be considered a fixture or a part of the realty, or owned by the Subscriber, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by SECURITEC. If the communication equipment is part of the instrument panel then the chip or software programmed to transmit a signal shall remain SECURITEC's property, and all reference in this agreement to communication software shall be deemed to include said chip or software. Passcodes to CPU software remains property of SECURITEC. Provided Subscriber performs this agreement for the full or renewal term thereof and is current with any amounts due, then upon termination, SECURITEC shall provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code.

6. **CARE OF EQUIPMENT:** Subscriber agrees not to tamper with, remove or otherwise interfere with the system's equipment, components, or communication software which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear or material defect, in which event repair or replacement may be made by SECURITEC without additional charge if a SECURITEC warranty period is in effect.

SEE AND READ REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AT THE TIME OF EXECUTION.

SECURITEC ONE, INC:

By: _____
Securitec One, Inc

By: _____

_____
Securitec One, Inc

_____
Please PRINT Name Signed

7. NO WARRANTIES OR REPRESENTATIONS: SECURITEC does not represent nor warrant that the security equipment and remote station monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, or other cause whatsoever, or that the security equipment will in all cases provide the protection for which it is installed or intended. The Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. SECURITEC has made no representations or warranties, and hereby disclaims any warrant of merchantability or fitness for any particular use. Subscriber's exclusive remedy for SECURITEC's default is to request SECURITEC to repair or replace, at SECURITEC's option any equipment covered by this agreement that is rendered non-operational.

8. EXCULPATORY CLAUSE: THE PARTIES AGREE AND ACKNOWLEDGE THAT SECURITEC IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. Subscriber's payments to SECURITEC are for the installation, rental, service and monitoring of the communication software designed to reduce certain risks of loss, though SECURITEC does not guarantee that no loss will occur. SECURITEC is not assuming liability and therefore shall not be liable to Subscriber for any loss or damages sustained by Subscriber because of any burglary, theft, hold-up, fire, equipment failure, or any other cause, whatsoever, and the Subscriber releases SECURITEC from any claims for contribution, indemnity, or subrogation.

9. LIMITATION OF LIABILITY: THE PARTIES AGREE AND ACKNOWLEDGE THAT SECURITEC IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. The parties further agree that the security equipment is not designed or guaranteed to prevent any loss by any burglary, theft, hold-up, other illegal acts of third parties, fire, or any other cause, whatsoever, that may occur. If, notwithstanding the terms of this agreement, there should arise any liability on the part of SECURITEC because of any loss, whatsoever, SECURITEC's liability shall be limited to a maximum sum of $911.40.

10. INSURANCE: THE PARTIES AGREE AND ACKNOWLEDGE THAT SECURITEC IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. The Subscriber, at its sole option and expense, shall maintain adequate insurance to protect itself and its premises, contents, and persons thereon and for any loss occurring from any liability, property damage, burglary, theft, hold-up, other acts of third parties, fire, or any other cause, whatsoever, that may occur including SECURITEC's performance or non-performance of any obligation under this agreement. SECURITEC shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. Parties agree that there are no third-party beneficiaries of this agreement.

11. LIQUIDATED DAMAGES: The parties agree that should there arise any liability or suffer any loss on the part of SECURITEC, whatsoever, Subscriber agrees to accept the amount provided for in paragraph 9 as liquidated damages in complete satisfaction of any such liability and SECURITEC shall be released and discharged from any further liability.

12. FALSE ALARMS: SECURITEC shall have no liability for false alarms, false alarm fines, police response, or the refusal of the police to respond. In the event of termination of police response by the municipal police this agreement shall nevertheless remain in full force and Subscriber shall and agrees to remain liable for all payments provided for herein. Should existing or hereinafter enacted law require SECURITEC to perform any service or furnish any material not specifically covered by the terms of this or any other agreement, Subscriber agrees to pay SECURITEC for any services or materials.

13. RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that SECURITEC is authorized and permitted to subcontract any services to be provided by SECURITEC to third parties who may be independent of SECURITEC. Subscriber acknowledges that this entire agreement is applicable and shall inure to the benefit of any assignee, subcontractors, and remote stations of SECURITEC.

14. EMERGENCY RESPONSE TO SIGNALS: Response to an alarm or any other signal that is specified as a service to be provided in this agreement and upon receipt of a signal from the Subscriber's premises, SECURITEC or its remote station shall, as soon as may be practicable, make every reasonable effort to notify by telephone those persons designated by Subscriber and/or the appropriate municipal police, fire, or EMS department providing emergency services. Subscriber acknowledges that SECURITEC provides no physical response to the premises and SECURITEC'S response is limited to practical notification to the appropriate parties, and that the provisions of this agreement exculpating and limiting SECURITEC's liability are fully applicable to this paragraph.

15. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscribers expense all 110 Volt AC power, electrical outlets, receptacles, as deemed necessary by SECURITEC in its sole discretion. Telephone service, when required as a method of transmitting signals, shall be provided and maintained by the Subscriber.

16. TESTING AND SERVICE OF COMMUNICATION SOFTWARE: The parties hereto agree that the communication software, 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 communication software and to notify SECURITEC if it requires repair. Unless covered by a full-service maintenance and/or extended warranty agreement, any repair or other services provided by SECURITEC to Subscriber's alarm or security equipment shall be on a per call request by Subscriber and Subscriber shall pay for labor and material at time such repair or other service is performed. All such repair or other service shall be governed by and under the terms of this agreement.

17. EARLY TERMINATION AND LEGAL ACTION: The parties agree that due to the nature of the services to be provided by SECURITEC, the payments to be made by the Subscriber for the term of this agreement pursuant to paragraphs 1 and 2 form an integral part of SECURITEC's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SECURITEC's actual damages. Therefore, in the event Subscriber terminates this agreement prior to the end of the initial term and is thereby in default or fails to submit payment of any charges provided for in this contract, Subscriber agrees to pay 90% of the remaining payments provided for herein and shall immediately become due and payable, and SECURITEC shall be permitted to remotely reprogram or delete any proprietary programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, SECURITEC may, at its option, either remove its software or deem same sold to Subscriber for a fee of $250.00 and Subscriber agrees to pay said fee. Any payments received in relation to default of this contract shall be considered as liquidated damages and not as a penalty. In any action commenced by SECURITEC against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against SECURITEC must commence within thirteen months of the cause of action or shall be barred. All actions or proceedings against SECURITEC must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SECURITEC with respect to other services rendered in connection with this agreement shall be deemed to have been merged in, and be restricted to, the terms and conditions of this agreement. Any action or dispute between the parties, including issues of arbitrability, shall be filed, heard, and settled in Medina County, Ohio or, at the option of either party, be determined by arbitration administered by the National Arbitration Association, under its Commercial Arbitration Rules, www.natarb.com.

18. INSTALLATION, MAINTENANCE & REPAIR SERVICES: This agreement, the terms, and conditions in its entirety, shall fully extend and apply to the entire relationship between SECURITEC and the Subscriber, including all other services that is or may be provided by SECURITEC to the Subscriber, whatsoever, including installation, maintenance and repair of the Subscriber's system and its components, whether as part of this or separate agreement. Unless covered by a full-service maintenance and/or extended warranty agreement, any such service or other services provided by SECURITEC to Subscriber shall be subject to additional charge at a set amount or time and material basis and Subscriber agrees to pay for these services when provided.

19. FULL AGREEMENT/SEVERABILITY: This agreement constitutes a contract and the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties except that SECURITEC will comply with federal, state, or local law requirements regarding items of protection provided for in this agreement. Should any provision of this agreement be deemed void, the remaining parts shall not be affected.