

**The Election Commission will Meet at 5:45 p.m. Before the Regular Council Meeting.**

**ALPENA CITY COUNCIL MEETING**

**July 2, 2018 – 6:00 p.m.**

**AGENDA**

1. Call to Order.
2. Pledge of Allegiance.
3. Modifications to the Agenda.
4. Approve Minutes – Open and Closed Sessions of June 18, 2018.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Consent Agenda.
  - A. Bills to be Allowed, in the Amount of \$785,082.01.
7. Presentations.
  - A. Civilian Commendations for City Interns, Gavin McDonald and Brody Nowak.
8. Announcements.
9. Mayoral Proclamation.
  - A. Michigan Brown Trout Festival Week, July 13-22, 2018.
10. Public Hearing.
11. Report of Officers.
  - A. Service Agreements for Target Alpena Development Corp. and the Huron Humane Society.
12. Communications and Petitions.
13. Unfinished Business.
14. New Business.
  - A. Request to Sell Patriotic Gear and Glow Products on the 4<sup>th</sup> of July – Blayne Casler.
  - B. Lifeguard Services at Starlite Beach.
15. Adjourn to Closed Session to Discuss Water/Sewer Litigation.
16. Return to Open Session.
17. Adjourn.

Greg E. Sundin  
City Manager

## **COUNCIL PROCEEDINGS**

**JUNE 18, 2018**

The Municipal Council of the City of Alpena met in regular session at City Hall on the above date and was called to order at 6:00 p.m. by the Mayor.

Present: Mayor Waligora, Councilmembers Nowak, Johnson, and Hess.

Absent: Councilmember Nielsen.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **MODIFICATIONS TO THE AGENDA**

Moved by Councilmember Nowak, seconded by Councilmember Johnson, to add a Proclamation for Amateur Radio Week to the agenda.

Carried by unanimous vote.

### **MINUTES**

The minutes of the special session of May 24, 2018, of the open and closed sessions of June 4, 2018, and of the special session of June 7, 2018 were approved as modified.

### **CONSENT AGENDA**

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the following Consent Agenda items be approved:

1. Bills Allowed – in the Amount of \$580,502.85 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
2. Budget Amendment Request – Police Department for \$911 from the Assigned Fund Balance for DARE Vehicle Equipment.
3. Budget Amendment Request – Fire & Ambulance Departments \$3,000 to Cover Emergency Repairs of Catch Basins at the Public Safety Facility.
4. Budget Amendment Request – Transfer \$3,425 from Lights Department to Cover Maintenance Expenses in the Parks Department.
5. Budget Amendment Request - \$68,715 from the General Fund Balance and \$2,216 from the Water Fund Balance for Retiree Healthcare Funding.

Carried by unanimous vote.

### **UNIFORM GUIDANCE POLICY**

Moved by Councilmember Nowak, seconded by Councilmember Johnson, to adopt Uniform Guidance Policies and Procedures for the Federal Awards Administration.

Carried by unanimous vote.

### **MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)**

Moved by Councilmember Johnson, seconded by Councilmember Nowak, to approve MDOT contract 18-5289 for the reconstruction of Miller Street. The contract provides \$325,000 in federal funding through the small urban program. The City will provide \$1,132,600 in

matching funds from the Water, Sewer, and Major Street funds.

Carried by unanimous vote.

**MILLER STREET CONSTRUCTION ENGINEERING SERVICES BID**

The following sealed bids were received on June 12, 2018 for Miller Street Construction Engineering Services.

Gordie-Fraiser, Inc. (GFA), Traverse City, MI	\$74,905
Huron Engineering, Alpena, MI	\$52,770
R.S. Scott, Alpena, MI	\$79,500

Moved by Councilmember Nowak, seconded by Councilmember Johnson, to accept the bid by Huron Engineering & Surveying in the amount of \$52,770.

Carried by unanimous vote.

**RECESS**

The Municipal Council recessed at 6:22 p.m.

**RECONVENE - CLOSED SESSION**

Moved by Councilmember Johnson, seconded by Councilmember Nowak that the Municipal Council adjourn to closed session at 6:33 p.m. to discuss Water and Sewer Litigation.

Carried by unanimous vote.

**RECONVENE – OPEN SESSION**

On motion of Councilmember Nowak, seconded by Councilmember Johnson, the Municipal Council reconvened in open session at 7:11 p.m.

Carried by unanimous vote.

On motion of Councilmember Nowak, seconded by Councilmember Johnson, the Municipal Council adjourned at 7:11 p.m.

MATTHEW J. WALIGORA  
MAYOR

ATTEST:

Anna Soik  
City Clerk

## INVOICE REGISTER

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EXP CHECK RUN DATES 07/03/2018 - 07/03/2018

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

6.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9076452326A	SUPPLIES - AMB DISP	36.19
AIRGAS USA LLC	9953614733A	SUPPLIES - AMB DISP	18.60
ALPENA LAWN CARE & MAINTENANCE	4521	MOWING - CODE ENFORCEMENT	40.00
ALPENA POWER COMPANY	070318	ELECTRIC	2,290.56
AMERICAN MESSAGING	Z2535843SF	PAGER FEES	37.19
BOUND TREE MEDICAL LLC	82871408A	SUPPLIES - AMB DISP	316.14
CHARTER COMMUNICATIONS	0591 07/18	FAX LINE - CITY HALL	79.98
CHARTER COMMUNICATIONS	5434 07/18	FAX LINE - PUBLIC SAFETY	39.99
CHARTER COMMUNICATIONS	7316 07/18	FAX LINE - PUBLIC WORKS	89.98
CITY OF ALPENA	64088 07/18	PREMIUM-HEALTH 07/18	52,837.62
DEARBORN NATIONAL	EAB1000041-1 07/18	PREMIUM-LIFE 07/18	767.24
DEARBORN NATIONAL	EAB 1000041-1 07/18	PREMIUM-DISABILITY 07/18	979.21
DELTA DENTAL PLAN OF MICHIGAN	0577 07/18	PREMIUM-DENTAL 07/18	6,274.02
HEALTH EQUITY	070118	HSA CITY CONT 07/18	49,387.66
MERIDIAN CONTRACTING SERVICES LLC	2018-02A	DOG PARK FENCE - N RIVERFRONT PK	11,743.18
MICHAEL C MISCHLEY	053118	REIMB CDL PHYSICAL - PKS	100.00
MICHIGAN MUNICIPAL LEAGUE	051518	2018-19 MEMBERSHIP DUES	6,130.00
PADDI LACROSS	062118	FSA MEDICAL REIMB 04-06/18	218.55
PARK FAMILY FOUNDATION	070118	18-19 CONTRIBUTION	20,000.00
PRATTScape LLC	2018-2	TREE PLANTING - MAJ/LOC ST/PKS	3,781.25
PRIORITY ONE EMERGENCY	70041363	UNIFORMS - FIRE/AMB	149.98
PRIORITY ONE EMERGENCY	70041520	UNIFORMS - FIRE/AMB	119.98
PRIORITY ONE EMERGENCY	70041779	UNIFORMS - FIRE/AMB	206.97
PRIORITY ONE EMERGENCY	70041864	UNIFORMS - FIRE/AMB	93.99
PRIORITY ONE EMERGENCY	70041882	UNIFORMS - FIRE/AMB	114.98
PRIORITY ONE EMERGENCY	70042305	UNIFORMS - FIRE/AMB	224.97
PRIORITY ONE EMERGENCY	70042435	UNIFORMS - FIRE/AMB	29.99
PRIORITY ONE EMERGENCY	70042463	UNIFORMS - FIRE/AMB	97.99
PRIORITY ONE EMERGENCY	70042567	UNIFORMS - FIRE/AMB	224.97
PRIORITY ONE EMERGENCY	70042572	UNIFORMS - FIRE/AMB	12.99
PRIORITY ONE EMERGENCY	70042617	UNIFORMS - FIRE/AMB	348.95
PRIORITY ONE EMERGENCY	70042616	UNIFORMS - FIRE/AMB	265.96
PRIORITY ONE EMERGENCY	70042618	UNIFORMS - FIRE/AMB	141.98
PRIORITY ONE EMERGENCY	70043202	UNIFORMS - FIRE/AMB	344.98
ROTARY CLUB OF ALPENA	061818	STARLITE RENT REFUND	50.00
WAL-MART	001646	SUPPLIES - FIRE/AMB	139.42
WEINKAUF PLUMBING & HEATING INC	85308	MAINT - CITY HALL	125.00

**Total: 157,860.46**

FISCAL YEAR END BILLS PAID ON 6/28/18  
(BREAKDOWN OF INVOICES PAID ATTACHED)

627,221.55

TOTAL FOR 07/02/18 COUNCIL MEETING

785,082.01

# INVOICE REGISTER

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EXP CHECK RUN DATES 06/28/2018 - 06/28/2018

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PAID - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
A-1 TREE SERVICE	18-118	LEAF PICK-UP 06/18	10,000.00
A-1 TREE SERVICE	18-117	STUMP GRINDING - MAJ/LOC ST	3,520.00
AIRGAS USA LLC	9953605391	VEH MAINT - DPW	68.20
AIRGAS USA LLC	9077069000	VEH MAINT - DPW	0.97
ALPENA COUNTY CLERK	061518	ELECTION EQUIPMENT - CLERK/TREAS	6,479.35
ALPENA DIESEL SERVICE	57029	VEH MAINT - DPW	16.80
ALPENA DIESEL SERVICE	57099	VEH MAINT - DPW	(300.00)
ALPENA DIESEL SERVICE	57335	VEH MAINT #91	111.85
ALPENA DIESEL SERVICE	57420	VEH MAINT - DPW	24.53
ALPENA DIESEL SERVICE	57418	VEH MAINT - DPW	729.93
ALPENA DIESEL SERVICE	57429	VEH MAINT - DPW	163.26
ALPENA MARKETPLACE PRODUCTIONS	100 06/18	TAPING FEES - COUNCIL MTG	450.00
ALPENA POWER COMPANY	062819	ELECTRIC	15,063.48
APPLIED INDUSTRIAL TECH-MI LTD	7013601037	HOIST REPAIR - BOAT HARBOR	151.00
APPLIED INDUSTRIAL TECH-MI LTD	7013652161	HOIST REPAIR - BOAT HARBOR	453.00
BARBARA CARLSON	AP17-2594C	AMBULANCE REFUND	84.34
BEDROCK CONTRACTING &	2017-08	2017 CITY CONCR PROG	4,632.36
BEDROCK CONTRACTING &	2018-01	2018 CITY CONCR PROG	4,859.44
BETTE LOUGH	AP18-7102C	AMBULANCE REFUND	45.91
CDW GOVERNMENT INC	JWPF782	SUPPLIES - IT	1,376.00
CITY TREASURER	062818	PETTY CASH - CITY HALL	191.83
CONTROL SOLUTIONS INC	6570	BLDG MAINT - POLICE	715.80
DAVID J ZOLNIEREK INC	06162018-3	CHIMNEY REPAIR - CITY HALL	1,020.00
DORIS PETERSON	AP17-7580	AMBULANCE REFUND	9.10
DOUGLAS ROZNOWSKI	061818	SAFETY SHOE/WORK APPAREL ALLOW - EQ	350.00
DTE ENERGY	062818	GAS	2,230.87
EAGLE SUPPLY CO	107189	SUPPLIES - PARKS	115.00
EVERETT GOODRICH TRUCKING & ASPHALT	28191	STORES - COLD PATCH	1,096.98
EVERETT GOODRICH TRUCKING & ASPHALT	2018-03	HMA PATCHING 2018	2,337.75
FASTENAL COMPANY	MIALP157093	VEH MAINT - DPW	12.00
FASTENAL COMPANY	MIALP157592	VEH MAINT - DPW	25.32
FASTENAL COMPANY	MIALP157723	SUPPLIES - PUBLIC WORKS	11.77
FASTENAL COMPANY	MIALP157883	TRAFF CONTROL MAINT - MAJ ST	30.10
GENE NORTHRUP	062118	WORK APPAREL ALLOW - PW	191.01
HALLS SERV-ALL	T061218	RENTAL FEE - PARKS	1,352.70
HANK LAFLEURE	061518	WORK APPAREL ALLOW - PW	47.03
HANSEN SALES & SERVICE	30031	VEH MAINT #39	220.42
HANSEN SALES & SERVICE	30032	VEH MAINT #91	127.72
HARGERS FEED & GARDEN	12900	MAINT - CH/CEM/PKS/BH/MAJ ST	2,175.00
HOSPICE OF MICHIGAN	AP17-7531C	AMBULANCE REFUND	233.42
INK AND TONER ALTERNATIVE	18-2021	SUPPLIES - IT	214.50
INK AND TONER ALTERNATIVE	18-2272	SUPPLIES - IT	31.99
JAMES KOCHANSKI	062118	SAFETY SHOE/WORK APPAREL ALLOW - CEM	350.00
JENNIFER BERANT	063018	MILEAGE 06/17-05/18	40.82
JOEL W JETT	062818	PETTY CASH - PUBLIC SAFETY	524.70
KEVIN ALEXANDER	061818	SAFETY SHOE/WORK APPAREL ALLOW - PW	349.78
LINCOLN OUTDOOR CENTER INC	30311	VEH MAINT - DPW	19.00
MACARTHUR CONSTRUCTION INC	2017-13	SEW/WATER MAINS - POTTER/LINCOLN/TAW	26,189.14
MACARTHUR CONSTRUCTION INC	2017-14	WATER MAINS - POTTER/LINCOLN/SABLE	85,607.70
MACARTHUR CONSTRUCTION INC	2018-01A	SEW/WATER MAINS - FOURTH/FIFTH/BEDFOI	79,987.50
MACARTHUR CONSTRUCTION INC	2018-02A	US 23 N - NEW STREET CONSTRUCTION	77,319.00
MERIDIAN CONTRACTING SERVICES LLC	2018-05	STARLITE WALKWAY IMP/SPLASH PK	113,996.15
MHR BILLING	3185	BILLING 05/18 - AMBULANCE	6,455.42
MICHIGAN PIPE & VALVE	T84010	WATER MAINS - SABLE ST	1,534.00
MUNICIPAL CODE CORPORATION	311952	YEARLY ADMINISTRATIVE SUPPORT FEE	350.00
MY COMMUNITY MOBILE	1094	CITY APP SUPPORT 05/18	99.00
MY COMMUNITY MOBILE	1105	CITY APP SUPPORT 06/18	99.00
NORTHERN GLASS SERVICES INC	13765	WINDSHIELD REPL - POLICE	503.83
PITNEY BOWES INC	1007628926	POSTAGE METER RENT 04-06/18	176.97
PRATTScape LLC	061318	PLANTERS - CULLIGAN PLAZA	500.00
R W MERCER COMPANY INC	116376	MAINT - BOAT HARBOR	251.05
RON MCDONALD	060648	CRANE SERVICE - BOAT HARBOR	360.00
SANDRA WERTH	AP18-0729C	AMBULANCE REFUND	489.00
SANDRA WERTH	AP18-7088C	AMBULANCE REFUND	95.40
SPARTAN DISTRIBUTORS INC	11767846	VEH MAINT - DPW	253.87
SPARTAN DISTRIBUTORS INC	11768145	VEH MAINT - DPW	81.71
SPARTAN DISTRIBUTORS INC	11768317	VEH MAINT - DPW	81.71
SPARTAN DISTRIBUTORS INC	11769232	SPRINKLERS - CEMETERY	2,380.64
SPARTAN DISTRIBUTORS INC	11769621	SPRINKLERS - CEMETERY	1,051.85
STATE OF MICHIGAN	062518	BRIDGE MAINT - MAJ ST	105.00
STRALEY LAMP & KRAENZLEIN PC	28183	MONTHLY FEE 05/18	3,343.00
SUEZ WATER ENVIRONMENTAL SERVICES	201834246	CONT OPERATIONS 06/18	135,231.60

**INVOICE REGISTER**

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EXP CHECK RUN DATES 06/28/2018 - 06/28/2018

JOURNALIZED

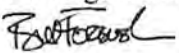
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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
SUEZ WATER ENVIRONMENTAL SERVICES	201834277	CONT OPERATIONS 06/18	24,145.85
TAMI ROMEL	062618	SAFETY SHOE ALLOW - PW	235.30
TRAVERSE REPRODUCTION & SUPPLY	56715	SUPPLIES - ENGINEER	314.44
TRUGREEN PROCESSING CENTER	85361772	MAINT - CEMETERY	36.95
ULINE	98047615	TRAFF CONTROL MAINT - MAJ/LOC ST	250.67
VERIZON WIRELESS	9808870078	TELEPHONE	1,067.49
VERIZON WIRELESS	9808787366	TELEPHONE	338.28
VICTOR BAYS	062718	TREE REIMB - MAJ ST	150.00
YOUNG GRAHAM & WENDLING PC	21046	WATER RATE NEGOTIATIONS	2,185.00
		<b>Total:</b>	<b>627,221.55</b>



# Memorandum

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To: Honorable Mayor Matthew Waligora and Municipal Council  
From: Bill Forbush, Fire Chief 

Date: June 25, 2018  
Re: Civilian Commendations

On the afternoon of May 25<sup>th</sup>, DPW summer interns Gavin McDonald and Brody Nowak were working in McRae Park when they noticed smoke coming from a house on 2<sup>nd</sup> Avenue. Both men ran to the home and alerted occupants of a small fire near the entryway. Had they not done so, the fire may have grown to a point where escape could be difficult. First arriving police officers confirmed the evacuation. Early notification of the Fire Department enabled us to control and extinguish the fire before it spread into the porch roof and ultimately the rest of the structure.

The Fire Department would like to present civilian commendations to McDonald and Nowak, and showcase the good work of the City's summer interns. Their alertness and quick action may well have prevented a much different outcome.

Please join me in recognizing these young men.

## **PROCLAMATION**

**WHEREAS**, the non-profit organization known as The Michigan Brown Trout Festival has been incorporated since 1975 with a purpose to highlight the aquatic resources of the Thunder Bay area; and,

**WHEREAS**, the Michigan Brown Trout Festival is composed of numerous community support organizations and individuals who have generously given of their time and efforts to make this festival a continuing success; and,

**WHEREAS**, the festival draws people from around the state, Midwest and other points in North America to enjoy the best of what Alpena and the waters of Lake Huron have to offer; and,

**WHEREAS**, the Michigan Brown Trout Festival hosts numerous activities for children and adults of all ages; including educational fishing, sport fishing, teen dances, veteran's night, and plenty of food and live music; and

**WHEREAS**, The Michigan Brown Trout Festival is held the third full week in July (plus the weekends at both ends) out of the small boat harbor in the downtown area. This year being the 44<sup>th</sup> annual festival; and,

**NOW, THEREFORE**, I, Matthew J. Waligora, by virtue of the authority vested in me as Mayor of the City of Alpena, **DO HEREBY PROCLAIM**, July 13<sup>th</sup> to the 22<sup>nd</sup>, 2018 as:

### **MICHIGAN BROWN TROUT FESTIVAL WEEK**

in Alpena and urge all area citizens to recognize and support the efforts of the volunteers who comprise the Michigan Brown Trout Festival

Signed at Alpena, Michigan the 2<sup>nd</sup> day of July 2018.

Matthew J. Waligora  
Mayor






# Memorandum

Date: June 25, 2018

To: Mayor Matthew J. Waligora  
Alpena City Council

From: Greg Sundin, City Manager 

RE: Services Agreements for Target Alpena Development Corp. and the Huron Humane Society

It has become standard practice for the City to enter into individual Services Agreements with organizations Council has directly budgeted funding to. For the 2018-19 fiscal year the funding has been allocated to Target Alpena Development Corporation and the Huron Humane Society Inc. (HHS). The agreements are the same as in previous years except for some basic updates including dates and names, and in the case of HHS the reports were reduced from quarterly to semi-annually. The HHS agreement has been reviewed, approved and signed by its Board President. Due to timing issues, the Target agreement has not been reviewed or approved by its Board at this time. Since there are no changes in the document we anticipate Target Board approval and ask that Council approve that document as well, contingent on action by the Target Board. No agreement was prepared for the funding to be provided to the Thunder Bay Arts Council for the installation of public art in the Washington Avenue Park, as this funding was not for the provision of services, but a brick-and-mortar project (sculpture).

Once Council approves the attached agreements, the City can make the first quarterly payments following the second Council meeting in July.

**Services Agreement**  
between  
The City of Alpena and the Huron Humane Society, Inc.

This Agreement dated the 2nd day of July, 2018, by and between the **City of Alpena**, a Michigan Municipal Corporation, whose address is 208 N. First Avenue, Alpena, MI 49707 (hereinafter called the "City"), and the **Huron Humane Society, Inc.** a Michigan Non-Profit Corporation, whose address is 213 West Chisholm Street, Alpena, MI 49707 (hereinafter called "Humane Society") provides for the provision of funding by the City in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

**I. RECITALS**

- A. The City of Alpena has approved funding in its 2018-19 fiscal year in the amount of \$17,000 to the Humane Society. Subsequent funding by the City will be dependent on the Humane Society's performance in implementing the Scope of Services in this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- B. The Humane Society, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement and the attached Scope of Services.
- C. The funding appropriations from the City to the Humane Society shall be used only for the purposes set forth in this Agreement and general administrative functions of the Humane Society necessary for it to operate and perform the specific activities included in the Scope of Services.

**II. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2018 and expire on June 30, 2019.

**III. CONTRACTUAL ACTIVITIES**

The Humane Society shall perform those services and activities specified in the attached Scope of Services.

**IV. MONITORING REPORTS**

- A. The Humane Society shall provide Semi-Annual and Annual Reports in a format that clearly details progress made on the activities of the organization and in particular those activities and/or services specified in the Scope of Services of this Agreement.

These reports shall be submitted no later than January 31 (Semi-annual) and July 31 (Combined Semi-Annual and Annual). Semi-annual reports shall cover the following periods:

- July-December
- January-June (including Society tax return)

B. Written reports shall be submitted to the City Clerk for distribution to City staff and City Council. Additionally, the Humane Society Executive Director and/or Board President shall present the reports to City Council at the direction of the City Clerk.

## **V. PAYMENT SCHEDULE & FAILURE TO PERFORM**

- A. Payments shall be made quarterly in July, October, January and April following the second City Council meeting of that month.
- B. The Humane Society shall submit an invoice by July 1, October 1, January 1, and April 1 for one-quarter of the approved funding amount (\$4,250). The invoice shall detail the percent of each activity or service included in the Scope of Services completed during the billing period (previous Quarter).
- C. Payments shall be equal to one-quarter (1/4) of the Agreement amount, unless modified by the City in accordance with Paragraph D below.
- D. In the event the City determines that insufficient progress has been made on any of the activities included in the Scope of Services, the City shall provide written notice to the Humane Society of the specific deficiencies. Within fifteen (15) days of receipt of the notice the Humane Society shall notify the City in writing that the deficiencies have been corrected to the City's satisfaction or provide a plan acceptable to the City for rectifying the deficiencies. If the issues are not corrected by the Humane Society within the initial fifteen (15) day period the City may withhold up to 15% of the payment until such explanation is received and accepted by the City as adequately addressing the issues raised. If the matter remains unresolved the City may withhold any future payments in part or in total until such time as a satisfactory resolution of the deficiencies is provided to the City, or terminate the Agreement in accordance with Section VI below.

## **VI. TERMINATION OF THIS AGREEMENT**

- A. Either party may terminate this Agreement without cause at any time, for any reason, by specifying the effective date, and by providing written notice to the other party of such intent to terminate this Agreement at least thirty (30) days prior to the end of a Quarter. Termination shall be effective as of the last day of the current Quarter.

- B. In the event the Agreement is terminated, the Humane Society shall be entitled to payment for all services rendered in accordance with this Agreement up to the date of termination. The Humane Society shall submit a detailed invoice of those services and payment shall be made by the City within thirty (30) days. The City reserves the right to reduce the final payment in accordance with Section V.D., if in its judgment the billed activities are not consistent with expected progress.

## **VII. AMENDMENTS TO THIS AGREEMENT**

- A. This Agreement, including the Scope of Services, may be amended only by the mutual written consent of both parties.
- B. Any increase in the monetary value of the Agreement shall be dependent on sufficient funding being available within the current City budget and approval of a corresponding budget amendment by City Council.

## **VIII. GENERAL CONDITIONS**

### **A. Assignability**

The Humane Society shall not subcontract, assign, or transfer any interest in this Agreement without the prior written consent of the City of Alpena.

### **B. Continuing Right of Enforcement**

Failure of the City to enforce at any time any of the provisions of this Agreement, or require at any time performance by the Humane Society of any of the provisions herein, shall not be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City to enforce its provisions.

### **C. Disclaimer and Hold Harmless Clause**

The Humane Society agrees to protect, defend, indemnify and hold harmless the City, its officers, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, suites, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof, except for those claims or liability alleged to arise out of the actions of the City or its officers and agents. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement, of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any tangible or intangible persona, or property right, or actual or alleged violation of any statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Humane Society further agrees to investigate, handle, respond to,

provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

**D. Liability for Damages and Disallowed Costs**

Notwithstanding any term or condition of this Agreement to the contrary, the Humane Society shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Humane Society, or any disallowed cost. (Disallowed costs will include any activities not included within the attached Scope of Services, unless approved by the City Manager prior to being conducted.) The City shall have the right to demand of the Humane Society, within a period of time specified by the City, the return of any Agreement funds used for such disallowed costs, and the Humane Society agrees to comply with such demand.

**E. Bonding**

The Humane Society shall assure that any officer, director, agent or employee of the Humane Society who is authorized to act on its behalf for the purpose of receiving or depositing Agreement funds, or issuing financial documents, checks or other instruments of payments for Agreement costs shall be bonded in an amount sufficient to cover the value of this Agreement, and which affords protection to the City under the bond.

**F. Copyright**

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, the work or materials for governmental purposes.

**IX. AGREEMENT ATTACHMENTS**

The following document is hereby made an Attachment to this Agreement:

**A. Scope of Services**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSES:

CITY OF ALPENA, a Michigan Municipal Corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Matthew J. Waligora, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Anna Soik, City Clerk

WITNESSES:

HURON HUMANE SOCIETY, a Michigan Non-Profit Corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Cindy Johnson, Board President

## **Attachment A.**

### **Scope of Services**

In consideration for funding provided by the City of Alpena included in the Services Agreement, the Humane Society shall provide the following services and activities to the City of Alpena:

- The housing, treatment and care of animals from within the corporate limits of the City of Alpena captured by Society personnel or dropped off at the Woodward Avenue facility.
- Ongoing efforts by the Humane Society to improve and upgrade the facilities at the Woodward Avenue shelter or the development of a new shelter, if applicable.
- Agree to the appointment by the Mayor and approved by City Council of a City representative on the Humane Society Board of Directors.
- Provide copies of meeting minutes and monthly financials, including all revenues and expenditures, to the City Clerk for distribution to City Manager and Council (can be provided by City Board representative).
- Provide Semi-annual and Annual Reports providing a status update on each of the above services/activities, including successes, obstacles encountered and overall assessment of each service/activity. The reports will be presented at City Council meetings in accordance with Section IV.B of the Agreement.
- Present annual funding request to City Council as part of the January Semi-annual Report.
- Provide the Humane Society's priority projects or activities for the current calendar year with the January Semi-annual Report.

**Services Agreement**  
between  
The City of Alpena and Target Alpena Development Corporation

This Agreement dated the 2<sup>nd</sup> day of July, 2018, by and between the **City of Alpena**, a Michigan Municipal Corporation, whose address is 208 N. First Avenue, Alpena, MI 49707 (hereinafter called the "City"), and **Target Alpena Development Corporation**, a Michigan Non-Profit Corporation, whose address is 235 W. Chisholm Street, Alpena, MI 49707 (hereinafter called "Target Alpena") provides for the provision of funding by the City in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

**I. RECITALS**

- A. The City of Alpena has approved funding in its 2018-19 fiscal year in the amount of \$40,000 to Target Alpena. Subsequent funding by the City will be dependent on Target Alpena's performance in implementing the Scope of Services in this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- B. Target Alpena, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement and the attached Scope of Services.
- C. The funding appropriations from the City to Target Alpena shall be used only for the purposes set forth in this Agreement and general administrative functions of Target Alpena necessary for it to operate and perform the specific activities included in the Scope of Services.

**II. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2018 and expire on June 30, 2019.

**III. CONTRACTUAL ACTIVITIES**

Target Alpena shall perform those services and activities specified in the attached Scope of Services.

**IV. MONITORING REPORTS**

- A. Target Alpena shall provide Semi-Annual and Annual Reports in a format that clearly details progress made on the activities of the organization and in particular those activities and/or services specified in the Scope of Services of this Agreement. These



reports shall be submitted no later than January 10 (Semi-Annual), July 10 (Combined Semi-Annual and Annual). Reports shall cover the following periods:

- July-December
- January-June

B. Written reports shall be submitted to the City Manager and Planning and Development Director for distribution to City staff and City Council. Additionally, the Target Alpena Executive Director and/or Board President shall present semi-annual and annual reports to City Council at the direction of the City Manager.

## **V. PAYMENT SCHEDULE & FAILURE TO PERFORM**

- A. Payments shall be made semi-annually in July and January following the second City Council meeting of that month.
- B. Target Alpena shall submit an invoice with the required July Combined Semi-Annual/Annual Report and the January Semi-Annual Report. The invoice shall detail the percent of each activity or service included in the Scope of Services completed during the billing period (previous year).
- C. Payments shall be equal to one-half (1/2) of the Agreement amount, unless modified by the City in accordance with Paragraph D below.
- D. In the event the City determines that insufficient progress has been made on any of the activities included in the Scope of Services, the City shall provide written notice to Target of the specific deficiencies. Within fifteen (15) days of receipt of the notice Target shall notify the City in writing that the deficiencies have been corrected to the City's satisfaction or provide a plan acceptable to the City for rectifying the deficiencies. If the issues are not corrected by Target within the initial fifteen (15) day period the City may withhold up to 15% of the payment until such explanation is received and accepted by the City as adequately addressing the issues raised. If the matter remains unresolved the City may withhold any future payments in part or in total until such time as a satisfactory resolution of the deficiencies is provided to the City, or terminate the Agreement in accordance with Section VI below.

## **VI. TERMINATION OF THIS AGREEMENT**

- A. Either party may terminate this Agreement without cause at any time, for any reason, by specifying the effective date, and by providing written notice to the other party of such intent to terminate this Agreement at least thirty (30) days prior to the end of a Quarter. Termination shall be effective as of the last day of the current Quarter.

- B. In the event the Agreement is terminated, Target Alpena shall be entitled to payment for all services rendered in accordance with this Agreement up to the date of termination. Target Alpena shall submit a detailed invoice of those services and payment shall be made by the City within thirty (30) days. The City reserves the right to reduce the final payment in accordance with Section V.D., if in its judgment the billed activities are not consistent with expected progress.

## **VII. AMENDMENTS TO THIS AGREEMENT**

- A. This Agreement, including the Scope of Services, may be amended only by the mutual written consent of both parties.
- B. Any increase in the monetary value of the Agreement shall be dependent on sufficient funding being available within the current City budget and approval of a corresponding budget amendment by City Council.

## **VIII. GENERAL CONDITIONS**

### **A. Assignability**

Target Alpena shall not subcontract, assign, or transfer any interest in this Agreement without the prior written consent of the City of Alpena.

### **B. Continuing Right of Enforcement**

Failure of the City to enforce at any time any of the provisions of this Agreement, or require at any time performance by Target Alpena of any of the provisions herein, shall not be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City to enforce its provisions.

### **C. Disclaimer and Hold Harmless Clause**

Target Alpena agrees to protect, defend, indemnify and hold harmless the City, its officers, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, suites, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof, except for those claims or liability alleged to arise out of the actions of the City or its officers and agents. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement, of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any tangible or intangible persona, or property right, or actual or alleged violation of any statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Target Alpena further agrees to investigate, handle, respond to, provide

defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

**D. Liability for Damages and Disallowed Costs**

Notwithstanding any term or condition of this Agreement to the contrary, Target Alpena shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Target Alpena, or any disallowed cost. (Disallowed costs will include any activities not included within the attached Scope of Services, unless approved by the City Manager prior to being conducted.) The City shall have the right to demand of Target Alpena, within a period of time specified by the City, the return of any Agreement funds used for such disallowed costs, and Target Alpena agrees to comply with such demand.

**E. Bonding**

Target Alpena shall assure that any officer, director, agent or employee of Target Alpena who is authorized to act on its behalf for the purpose of receiving or depositing Agreement funds, or issuing financial documents, checks or other instruments of payments for Agreement costs shall be bonded in an amount sufficient to cover the value of this Agreement, and which affords protection to the City under the bond.

**F. Copyright**

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, the work or materials for governmental purposes.

**IX. AGREEMENT ATTACHMENTS**

The following document is hereby made an Attachment to this Agreement:

**A. Attachment A, Scope of Services**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSES:

CITY OF ALPENA, a Michigan Municipal Corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Matthew J. Waligora, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Anna Soik, City Clerk

WITNESSES:

TARGET ALPENA DEVELOPMENT CORPORATION, a Michigan Non-Profit Corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Thomas Lappan, Board President

## **Attachment A.**

### **Scope of Services**

In consideration for funding provided by the City of Alpena included in the Services Agreement, Target Alpena shall provide the following economic development services and activities to the City of Alpena:

- Continuation of marketing programs for Commerce Industrial Park, City-owned US 23 North property and other City property as requested, including the involvement by local realtors as appropriate. Activities involving City-owned properties shall be jointly developed by the two parties.
- Continue to work closely with the City Planning and Development Department on existing and future economic development projects, in particular the redevelopment of the former Alpena Power Company property in the downtown and the development of a second new hotel in the City.
- Continue efforts to capture additional investment in the Alpena area.
- Continue Target entrepreneurial support and loan programs.
- Continue to work with the MEDC attraction team in the recruitment of new businesses to the Alpena area as required.
- Work collectively within our relationship with the Alpena Area Chamber of Commerce to develop, promote and assist our local businesses in a way that lends itself to the open discussion of issues and report same to the City on a Semi-Annual and Annual basis.
- Proactively assist the DDA in its mission to maintain a healthy economic foundation and maximize the value proposition of downtown Alpena.

- Continue the selective recruitment of industrial, commercial and service businesses to the Alpena area.
- Meeting of the Target Alpena Executive Director and/or Board President with city staff (City Manager, Planning and Development Director) as needed, but at a minimum of each quarter, to discuss issues of mutual interest and maintain open communications between the two parties.
- Provide Semi-Annual and Annual Reports providing a status update on each of the above services/activities, including successes, obstacles encountered and overall assessment of each service/activity. Semi-Annual and Annual reports will be presented at City Council meetings in accordance with Section IV.B of the Agreement.
- Annual funding request to City Council as part of the January Report.
- Provide each year's Target Alpena priority projects for the current calendar year with the January Semi-Annual Report.

**Soik, Anna**

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**From:** Soik, Anna  
**Sent:** Wednesday, June 13, 2018 12:12 PM  
**To:** Straley, Kate  
**Subject:** FW: Alpena Fireworks | July 4th 2018

Kate,

Please forward to department heads for approval. Thank you.

*Anna Soik*

City Clerk/Treasurer/Finance Director

Phone: (989) 354-1721

Fax: (989) 354-1709

Email: [annas@alpena.mi.us](mailto:annas@alpena.mi.us)



**From:** Blayne Casler [mailto:blaynecasler@gmail.com]  
**Sent:** Tuesday, June 12, 2018 11:40 PM  
**To:** Soik, Anna <annas@ALPENA.MI.US>  
**Subject:** Alpena Fireworks | July 4th 2018

Hello Anna,

I was referred to you by the receptionist.

I am interested in selling merchandise (Patriotic gear and glow products) during the 4th of July fireworks.

I plan to conduct business in or near the area located behind the KFC restaurant.

We would like to provide the opportunity for families visiting the festival to purchase patriotic gear and glow in the dark merchandise.

We have no need to set up a table or have any reserved space to conduct business as all employees would carry all merchandise on their person.

If you have any stipulations or policies we need to adhere to in order to conduct business, please let me know.

If you need to see a copy of my business license or resale certificate for the State Of Michigan, I can provide that for you.

I am more than willing to abide by any and all rules and regulations in order to be a part of the wonderful and fun day on the lake.

Please let me know how we can proceed.

Thank you again for your help in this matter.

Please let me know if there is anything else I can do.

Sincerely,

Blayne

BJC Products, LLC

(989)255-7696




# Memorandum

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Date: June 26, 2018

To: Anna Soik, City Clerk/Treasurer/Finance Director

Copy: Greg Sundin, City Manager

From: Rich Sullenger, City Engineer 

Subject: Lifeguard Services

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The City of Alpena has received a proposal from Northstar Executive Protection to provide limited lifeguard services to the City of Alpena at Starlite Beach. Jason Siegert, of Northstar Executive Protection, approached the City in regards to providing lifeguard services at a City of Alpena beach as a volunteer project. Staff followed this conversation up with additional questions to Mr. Siegert and spoke with the City's insurance carrier.

Mr. Siegert is proposing to provide two (2) on duty lifeguards on Fridays and Saturdays from 12:00 PM to 8:00 PM throughout the summer. All lifeguards are certified as professional lifeguards and train at the beach for weekly in service trainings. Mr. Siegert has provided a draft agreement which has been reviewed by Bill Pfeifer for content with no issues noted.

One of the key questions is whether the City is increasing its exposure to litigation by having limited lifeguard services as opposed to no lifeguards. Will there be a feeling of security whether the lifeguards are there or not? If City Council supports the concept of volunteer lifeguards, using Northstar Executive Protection, staff will finalize the agreement with them and procure the necessary signage to advise the public when they will be on site.







NorthStar Executive Protection  
(LifeGuard)

989-727-3842 📞

2508 US 23 📍

Alpena, MI 49707

info@nsepgroup.com 📧

www.nsepgroup.com 🌐

NorthStar Executive Protection

## INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (the "Agreement") made as of this 5 day of May, 2018 (the "Execution Date"),

BETWEEN:

City of Alpena of Alpena, Mi 49707  
(the "Indemnitee")

OF THE FIRST PART

and

Northstar Executive Protection of 2508 us 23 s Alpena , Mi 49707  
(the "Indemnifier")

OF THE SECOND PART

### BACKGROUND:

1. The Indemnitee desires protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnifier's participation in the Activity.
2. The Indemnifier wishes to minimize any hardship the Indemnitee might suffer as the result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnifier's participation in the Activity.

**IN CONSIDERATION** and as a condition of the Indemnifier and the Indemnitee entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Indemnifier and the Indemnitee agree as follows:

### Definitions

1. The following definitions apply in the Agreement:

- a. "Activity" means the following:

All lifeguard activity/patrol on any beach or shoreline within ½ mile from shore that would require a water rescue using personal watercraft, rescue board, or a swim rescue

and to detect and deter water based injuries, and provide first aid and assistance to general public using such waterways or beaches at assigned locations or when requested by law enforcement or fire department to assist with a water based rescue.

- b. "Expenses" means all costs incurred in the defense of any claim or action brought against the Indemnatee including attorneys' fees.
- c. "Notice of Claim" means a notice that has been provided by the Indemnatee to the Indemnifier describing a claim or action that has or is being brought against the Indemnatee by a Third Party.
- d. "Notice of Indemnity" means a notice that has been provided by the Indemnatee to the Indemnifier describing an amount owing under this Agreement by the Indemnifier to the Indemnatee.
- e. "Parties" means both the Indemnatee and the Indemnifier.
- f. "Party" means either the Indemnatee or the Indemnifier.
- g. "Third Party" means any person other than the Indemnifier and the Indemnatee.

**Indemnification**

- 2. The Indemnifier will hold harmless and indemnify the Indemnatee against any and all claims and actions arising out of the participation of the Indemnatee in the Activity, including, without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnatee's participation in the Activity, subject to the limits on indemnification described in the section titled Exceptions to Indemnification. Where prohibited by law, the above indemnification does not include indemnification of the Indemnatee against a claim caused by the negligence or fault of the Indemnatee, its agent or employee, or any third party under the control or supervision of the Indemnatee, other than the Indemnifier or its agent, employee or subcontractors.
- 3. In the case of a criminal proceeding, the Indemnifier will indemnify the Indemnatee against all amounts including, without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by the Indemnatee subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

**Exceptions to Indemnification**

4. The Indemnitee will not be entitled to indemnification from the Indemnifier for any Expenses, judgments, fines, settlements and other amounts incurred as the result of the Indemnitee's participation in the Activity where:
- a. in the case of a civil claim, the Indemnitee did not act in good faith and in a reasonable manner;
  - b. in the case of a criminal action, the Indemnitee had reasonable cause to believe its conduct was unlawful;
  - c. the actions or conduct of the Indemnitee constituted willful misconduct or was knowingly fraudulent or deliberately dishonest;
  - d. the Indemnitee will or has received payment under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, bylaw or agreement, except where payment under this insurance policy, clause, bylaw or agreement is not sufficient to fully indemnify the Indemnitee in which case the Indemnifier will be responsible for any shortfall in payment received; or
  - e. an action or proceeding was initiated in whole or in part by the Indemnitee whether alone or along with one or more other claimants unless the action or proceeding has the written consent of the Indemnifier.

**Notice of Claim**

5. In the event of any claim or action, the Indemnitee will promptly provide the Indemnifier with written notice of the claim or action and will notify the Indemnifier within five (5) business days of the commencement of any legal proceedings relating to the claim or action. The Indemnitee will provide the Indemnifier with all available information known to the Indemnitee relating to the claim or action.

**Authorization of Indemnification**

6. In any case where the Indemnitee requires indemnification, the Indemnifier will make the determination of whether indemnification is appropriate having given consideration to the terms described in the Exceptions to Indemnification section. If the Indemnitee disagrees with the determination of the Indemnifier then the matter must be referred for review and determination to

independent legal counsel reasonably satisfactory to the Indemnitee. In all cases the Indemnifier will bear all costs of any independent determination.

7. The Indemnifier will bear the burden of proving that indemnification is not appropriate.
8. The termination of any claim or action by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a reasonable manner or, in the case of a criminal action, that the Indemnitee had reasonable cause to believe that the Indemnitee's conduct was unlawful.

**Assumption of Defense**

9. On being notified of any impending action or claim, the Indemnifier may, at its own Expense, participate in the defense of any action or claim and may, alone or with any other indemnifying party, assume the defense against the action or claim using counsel that are reasonably satisfactory to the Indemnitee.
10. Once the Indemnifier has notified the Indemnitee of the intention to assume the defense, the Indemnifier will no longer be liable to the Indemnitee for any further legal or other Expenses subsequently incurred by the Indemnitee in relation to the defense of the claim. Once the Indemnifier provides notice to the Indemnitee that the defense of claim has been assumed by the Indemnifier, the Indemnitee may employ or continue to employ its own legal counsel however any fees or Expenses incurred by the Indemnitee subsequent to the notice of assumption of defense by the Indemnifier will be the sole responsibility of the Indemnitee.

**Failure to Defend**

11. If the Indemnifier elects not to assume the defense against the claim or action then the Indemnitee may defend against the claim or action in any manner the Indemnitee deems appropriate. The Indemnifier will promptly reimburse the Indemnitee for Expenses, judgments, fines, settlements and any other amounts actually and reasonably incurred in connection with the defense of the claim or action subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

**Settlement and Consent of Indemnifier**

12. The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier will not be liable for any amounts paid in settlement of any

claim or action where written consent of the Indemnifier was not first obtained. The Indemnifier will not unreasonably withhold consent to any settlement.

**Settlement and Consent of Indemnatee**

13. The Indemnifier will not settle any claim or action without first obtaining the written consent of the Indemnatee. The Indemnatee will not unreasonably withhold consent to any settlement.

**Cooperation**

14. The Indemnifier agrees to cooperate in good faith and use best efforts to ensure that the Indemnatee is indemnified and reimbursed for any and all Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the defense of any claim or action resulting from the participation of the Indemnatee in the Activity.
15. The Indemnatee agrees to cooperate in good faith and provide any and all information within the Indemnatee's power as required for the defense of any claim or action and also to provide any and all information within the Indemnatee's power as required to help in a determination of indemnification as described under the Authorization of Indemnification section.

**Expenses**

16. No costs, charges or Expenses for which indemnity will be sought under this Agreement may be incurred without the Indemnifier's written consent. Any required consent must not be unreasonably withheld.
17. All reasonable Expenses incurred by the Indemnatee to enforce this Agreement, and all costs of defending any Third Party claims or actions brought against the Indemnatee under this Agreement will be the sole responsibility of the Indemnifier subject to the limits on indemnification described in the section titled Exceptions to Indemnification.

**Advances of Expenses**

18. At the written request of the Indemnatee, the Indemnifier will advance to the Indemnatee any Expenses, including attorneys' fees, incurred by the Indemnatee in defending any action brought against the Indemnatee. Where reasonable, and to minimize hardship to the Indemnatee, advance payments may be made prior to the disposition of any claim.

19. The Indemnitee agrees to repay to the Indemnifier any advance payments on Expenses where a determination is ultimately made that the Indemnitee's behavior is not entitled to indemnification for reasons described under the Exceptions to Indemnification section.

**Payment**

20. All payments made by the Indemnifier to the Indemnitee will be made in full in immediately available funds within sixty (60) days of receipt of Notice of Indemnity from the Indemnitee and without deduction for any counterclaim, defense, recoupment, or set-off.
21. Any Notice of Indemnity sent by the Indemnitee to the Indemnifier must be made in writing and contain a full listing of the items to be covered in the payment. Any payment made by the Indemnifier to the Indemnitee will contain a listing of items covered under the payment.

**Enforcement**

22. If any right or remedy claimed by the Indemnitee under this Agreement is denied or is not paid by the Indemnifier, or on its behalf, within sixty (60) days after a written Notice of Indemnity has been submitted by the Indemnitee to the Indemnifier, the Indemnitee may then bring suit against the Indemnifier to recover any unpaid amounts and if successful in whole or in part, the Indemnitee will be entitled to be paid any and all costs related to resolving the claim.
23. Where a determination as described under Authorization of Indemnification concludes that the Indemnitee's behavior is not entitled to indemnification, this will not create a presumption that the Indemnitee is not entitled to indemnification under this Agreement

**Insurance**

24. The Indemnifier, at its sole discretion, will make the good faith determination whether or not it is reasonable for the Indemnifier to obtain liability insurance against its potential liability in protecting the Indemnitee under this Agreement. The Indemnifier will select an insurer with a reliable reputation and, among other considerations, will weigh the costs of obtaining this insurance coverage against the protection afforded by this coverage.

**Duration**

25. The rights and obligations of the Indemnitee and the Indemnifier under this Agreement will continue:

- a. so long as the Indemnatee is or will be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative that results from the participation of the Indemnatee in the Activity; or
- b. until terminated by an agreement in writing signed by both the Indemnifier and the Indemnatee.

**Unlimited Indemnification**

26. Under this Agreement, indemnification will be unlimited as to amount.

**Full Release**

27. Only payment and satisfaction in full of all amounts and charges payable under this Agreement and the due performance and observance of all terms, covenants and conditions of this Agreement will release the Indemnifier and the Indemnatee of their obligations under this Agreement.

**Further Action**

28. No action or proceeding brought or instituted under this Agreement and no recovery from that action or proceeding will be a bar or defense to any further action or proceeding which may be brought under this Agreement by reason of any further failure in the performance and observance of the terms, covenants and conditions of this Agreement.

**Subrogation**

29. In the event that any indemnity payment is made under this Agreement, the Indemnifier will be subrogated to the extent of this payment to all of the rights of recovery of the Indemnatee. The Indemnatee will take all action required and provide all information necessary to secure these rights and to fully enable the Indemnifier to take any action to enforce these rights in the recovery of the indemnity payment.

**Amendments**

30. This Agreement may only be amended, terminated or cancelled by an instrument in writing, signed by both the Indemnifier and the Indemnatee.



**Assignment of Indemnifier Rights and Obligations**

31. The rights and obligations of the Indemnifier as existing under this Agreement may not be assigned, in whole or in part, without the prior written consent of the Indemnitee.

**Assignment of Indemnitee Rights and Obligations**

32. The rights and obligations of the Indemnitee as existing under this Agreement may not be assigned, either in whole or in part, without the prior written consent of the Indemnifier.

**Joint and Several Liability**

33. If two or more persons act as Indemnifier in this Agreement or if the Indemnifier is a partnership consisting of two or more partners, then the liability under this Agreement will be joint and several for each co-Indemnifier.

**Confidentiality**

34. Both the Indemnifier and the Indemnitee and their respective employees and agents will at all times maintain confidential all information pertaining to this Agreement except where required to disclose under any regulatory or other competent authority or as otherwise required by law.

**Notices**

35. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties to this Agreement at the addresses contained in this Agreement or as the Parties may later designate in writing.

**Governing Law**

36. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

**Jurisdiction**

37. The courts of the State of Michigan are to have jurisdiction to decide and settle any dispute or claim arising out of or in connection with this Agreement.

**General Provisions**

38. This Agreement contains all terms and conditions agreed to by the Indemnifier and the Indemnitee. Statements or representations which may have been made by either Party in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
39. Any failure of either Party to enforce any of the terms, covenants and conditions in this Agreement does not infer or permit a further waiver of that or any other right or benefit under this Agreement. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
40. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
41. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
42. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity that the Parties may have now or may acquire in the future.
43. Time is of the essence in this Agreement.
44. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.
45. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

**IN WITNESS WHEREOF** the Indemnitee and the Indemnifier have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**City of Alpena (Indemnitee)**

\_\_\_\_\_  
**Authorized Signatory**

**Northstar Executive Protection (Indemnifier)**

  
**Authorized Signatory**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2018

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> Security Operator Insurance (SOI) 3836 W Humphrey St Tampa FL 33614		<b>CONTACT NAME:</b> Jay Ronca   Security Operator Insurance (SOI) <b>PHONE (A/C No, Ext):</b> 813-563-6510 <b>FAX (A/C No):</b> _____ <b>EMAIL ADDRESS:</b> solteam@aventinelg.com	
<b>INSURED</b> NorthStar Executive Protection 2508 US 23 South Alpena MI 49707		<b>INSURER(S) AFFORDING COVERAGE</b> <b>DISURER A:</b> Scottsdale Insurance Company <b>DISURER B:</b> _____ <b>DISURER C:</b> _____ <b>DISURER D:</b> _____ <b>DISURER E:</b> _____ <b>DISURER F:</b> _____	

**COVERAGES** **CERTIFICATE NUMBER:** **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.

INS LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	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 <input checked="" type="checkbox"/> L/E&O	Y	Y	RBS-0010754	1/11/2018	1/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eo occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> RENTED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> 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)

Security & Patrol Services. Policy includes Blanket Additional Insured and Waiver of Subrogation. Coverage territory includes The United States of America (including its territories and possessions), Puerto Rico and Canada.

<b>CERTIFICATE HOLDER</b> Certificate For Marketing Purposes Only	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> Jay Ronca
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New Certificate with work mens comp in 3-5 days



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2018

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).

PRODUCER Aventine Insurance Group, LLC Security Operator Insurance 3836 W Humphrey St Tampa FL 33614	CONTACT NAME: SOI Team PHONE (A/C, No., Ext): (813) 563-6510 E-MAIL: SOITeam@AvontinelG.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: Liberty Mutual Insurance Corp INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No.): (813) 563-6510 NAIC # 41297 33600
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## COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions	Y	Y	RBS-0010754	1/11/2018	1/11/2019
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
B		Y	N/A	533-543-4A	5/11/2018	5/11/2019
						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Security & Patrol Services. Policy Includes Blanket Additional Insured and Waiver of Subrogation. Coverage territory includes The United States of America (including its territories and possessions), Puerto Rico and Canada.

## CERTIFICATE HOLDER

## CANCELLATION

Certificate for Marketing Purposes Only

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