MAYOR Rocky Gillis

COUNCIL MEMBERS

Michael Bembas Ed Carter Dawn Davey, Mayor Pro Tem Cathy Harris Wendy Meldrum Jacob Skarbek

CITY OF ALGONAC AGENDA FOR REGULAR CITY COUNCIL MEETING Tuesday, August 19, 2025

5:15 p.m.

- 1) Call to Order
- 2) Roll Call
- 3) Moment of Silent Prayer
- 4) Pledge of Allegiance
- 5) Approve Agenda
- 5a) Request to enter Closed Session as permitted by State Statute 15.268 Section 8(a).
- 6) Presentations
- 7) Public Comment *Limited to five (5) minutes per person. See information below.
- 8) City Manager Report
- 9) Consent Agenda
 - a. City Council Meeting Minutes
 - 1) Regular Meeting August 5, 2025
 - b. Departmental Reports
 - 1) Blight Enforcement
 - 2) Building
 - 3) DPW
 - 4) Finance
 - 5) Fire Department
 - 6) Water Department
 - c. Communications & Notices
 - 1) Boards & Commission Roster
 - 2) Housing Commission Minutes
 - d. Miscellaneous Business

10) Unfinished Business

11) New Business

- a. To approve Engineering Services for Water Microfiltration Plant Air Actuator Replacement Phase II: not-to-exceed \$7,500.
- b. To approve Water Plant High Service Pump #3 Replacement: \$4,860.
- c. To approve 2025-26 Ground Storage Tanks/Water Tower Inspection: \$6,210.
- d. To approve Algonac Swimming Pool Project Pay Application #8: \$453,572.25.
- e. To approve electrical box covers at Riverfront Park: \$2,563.68.
- f. To approve DNR Cooperative Mutual Aid Fire Control Agreement.
- g. To approve installation of Water Tap at Algonac Community Pool: \$3,490.
- h. To approve Special Event Permit for Algonac High School Annual Homecoming Parade October 10, 2025.
- i. To approve purchase of 2025-2026 road salt: \$11,724.50.
- j. To INTRODUCE amendment to Chapter 48 "WATERWAYS" by adding Section 3 "VESSEL PARKING".
- k. To INTRODUCE Article X "SHORT-TERM RENTAL ORDINANCE" as part of Chapter 10 "Buildings and Building Regulations" of the City code.
- To approve HVAC Final Payment #3 for Algonac Activity Center: \$23,634.
- m. To approve Plumbing Final Payment #2 for Algonac Activity Center: \$2,475.
- n. To approve purchase of Fire Department rescue boat GPS system: \$2,479.99.
- 12) Accounts Payable
- 13) Items for Next Agenda
- 14) Council Comment
- 15) Adjournment

The Michigan Open Meetings Act provides that persons shall be permitted to address the meeting of a public body under the rules established by the public body.

Any person may address the Council once on any matter during Public Comment. All matters shall be addressed through the Chair and no person shall speak longer than five (5) minutes.

The Chair shall not permit abusive, slanderous, or profane remarks about any person. Nothing herein is intended to limit or restrain negative, positive, or neutral comment about the manner in which an individual, employee, officer, official or council member carries out his or her duties in public office or employment.

At the conclusion of a speaker's remarks, the Manager, Mayor, Council or City staff *may* answer, if deemed necessary. Neither the Manager, Mayor, Council nor City staff shall interrupt or engage in debate with speakers or other members of the public during Public Comment.

This notice is posted in compliance with PA267 of 1976 as amended (Open Meetings Act), MCLA 41.72a (2) (3) and the Americans with Disabilities Act. Individuals with disabilities requiring auxiliary aids or services should contact the City of Algonac City Clerk at P.O. Box 454, Algonac, Michigan 48001 or (810) 794-9361 x6 or cityclerk@cityofalgonac.org.



Item No: 5a

Meeting: 8.19.2025

Business of the Algonac City Council

Agenda Statement

Item Title:

Request to enter Closed Session as permitted by State Statute

15.268(a).

Submitted by: Lisa Borgacz, City Clerk

Summary

There are several permissible purposes for local governments to meet in closed session, in accordance with the Michigan Open Meetings Act, PA 267 of 1976, including State Statute 15.268 (a) ... to consider a periodic personnel evaluation of an employee.

The City Manager started on September 25, 2017.

The last city manager evaluation was conducted September 21, 2021.

The City Manager Employment Agreement states "The Employee shall be evaluated annually based on a criteria and evaluation instrument established by the City Council with input from the Employee".

Closed session is requested for this discussion.

Two motions are required: one to enter closed session, and one to adjourn closed session once discussion has concluded.

Suggested Action to Enter Closed Session:

MOVED BY:

SUPPORTED BY:

RESOLVED, to enter Closed Session as permitted by State Statute 15.268(a) to consider periodic personnel evaluation of city manager.

APPROVED/Denied

MOVED BY:

SUPPORTED BY:

RESOLVED, to adjourn Closed Session and return to open session of the meeting.

APPROVED/Denied

City Manager's Report - August 19, 2025

<u>Algonac Elementary Housing Update.</u> Did not receive MSHDA funding. Looking to resubmit for October 1.

<u>Algonac Activity Center/School Gym Update.</u> Fire alarm system will not be installed until September. HVAC complete. Still installing ceiling tiles. Piece-to-Peace Quilters working on their new lighting and flooring. Door latches for access control to be installed end of September.

Denice A. Gerstenberg, City Manager

Item No: 9

Meeting: 8.19.2025



Business of the Algonac City Council

Agenda Statement

Item Title: To approve the consent agenda

Submitted by: Denice A. Gerstenberg, City Manager

Summary

The consent agenda contains the following items:

a) City Council Meeting Minutes

1. Regular Meeting – August 5, 2025

- b) Departmental Reports
 - 1. Blight Enforcement
 - 2. Building
 - 3. DPW
 - 4. Finance
 - 5. Fire Department
 - 6. Water Department
- c) Communications & Notices
 - 1. Boards & Commission Roster
 - 2. Housing Commission Minutes May 19, 2025
- d) Miscellaneous Business

Suggested Action: (NO ROLL CALL REQUIRED)

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve the consent agenda as presented.

APPROVED/Denied

MAYOR Rocky Gillis

COUNCIL MEMBERS

Michael Bembas Ed Carter Dawn Davey, Mayor Pro Tem Cathy Harris Wendy Meldrum Jacob Skarbek

CITY OF ALGONAC REGULAR CITY COUNCIL MEETING Tuesday, August 5, 2025 6:00 p.m.

City Council Chambers, 805 St. Clair River Drive Algonac, MI 48001 Proposed Minutes

Meeting called to Order

Mayor Gillis called the meeting to order at 6:00 p.m.

Roll Call

Present: Councilmembers Bembas, Carter, Davey, Gillis, Harris, Meldrum and Skarbek.

Others Present: City Manager Denice Gerstenberg, Fire Chief Joe Doan, and City Clerk Lisa Borgacz.

Moment of Silent Prayer

Mayor Gillis called for a moment of silent prayer.

Pledge of Allegiance

Mayor Gillis led the Pledge of Allegiance.

Approve Agenda

Motion by Davey, supported by Skarbek to approve the agenda as presented. Motion carried.

Presentations

Jennifer Morreale, Hubbell, Roth & Clark gave a presentation on the Sanitary Smoke Testing that will begin throughout the city on August 11, 2025, weather permitting. Residents will be notified by door hanger 24-48 hours prior to testing in their area. The testing should be complete by the end of the month.

Public Comment

8.5.2025 CC Minutes

Dr. Reminton Nevin, Medical Director, St. Clair County Health Department, spoke about the amounts of fluoride in the drinking water and its adverse effects. He asked the city to consider looking at the fluoride levels.

Sandra Simmons, 825 Pleasant, commented on public officials and the clarity hearing she attended.

Bob Scruggs, 735 Townsend Dr. commented on the number of Airbnb's in our city and asked the city to be more proactive by establishing an ordinance or restrictions. He suggested registration of golf carts so owners can be contacted when there is an issue.

Eileen Tesch, 145 Channelsyde, read an article pertaining to public comment.

Whitney Strickland, on behalf of 727 Pleasant, explained that her mother received a blight notice and apologized for getting out of hand. They are working on the issue and have made significant progress.

City Manager's Report

City Manager Gerstenberg gave a brief report.

Consent Agenda

Motion by Carter, supported by Skarbek to approve the consent agenda as presented:

- a. City Council Meeting Minutes
 - 1) Regular Meeting July 15, 2025
- d. Miscellaneous Business
 - 1) Fire Department SCBA Annual Flow Testing. Approve Fire Department SCBA Annual Flow Testing by MES Service Company, whose address is PO Box 851792, Minneapolis, MN 55485-1792 in the amount of \$1,045.00.

Motion carried.

Unfinished Business

None

New Business

To approve Abatement of Nuisance Resolution #2025-09 for 727 Pleasant Street.

Motion by Bembas, supported by Carter to approve Resolution #2025-09 and declare 727 Pleasant Street a nuisance within the bounds of Code Section 34-18 and permit the City Attorney to pursue abatement remedies in the St. Clair County Circuit Court.

Roll Call

Ayes:

Bembas, Carter, Davey, Gillis, Harris, Meldrum, Skarbek

Nays:

None

Motion carried.

To approve Abatement of Nuisance Resolution #2025-10 for 382 Center Street.

Motion by Davey, supported by Skarbek to approve Resolution #2025-10 and declare 382 Center Street a nuisance within the bounds of Code Section 34-18 and permit the City Attorney to pursue abatement remedies in the St. Clair County Circuit Court.

Roll Call

Ayes:

Carter, Davey, Gillis, Harris, Meldrum, Skarbek, Bembas

Nays:

None

Motion carried.

To adopt Resolution #2025-11 to Honor Milford Jackson and Designate Milford Jackson Testamentary Trust Income.

Motion by Bembas, supported by Davey to adopt Resolution #2025-11 to Honor Milford Jackson and to designate Milford Jackson Testamentary Trust income to be used for items or projects that enrich the community and preserve the Veterans Memorial.

Roll Call

Ayes:

Davey, Gillis, Harris, Meldrum, Skarbek. Bembas, Carter

Nays:

None

Motion carried.

To approve Special Event Permit from Woodside Bible Church for Family Movie Night on the River August 23, 2025.

Motion by Carter, supported by Skarbek to approve the Special Event Permit from Woodside Bible Church for Family Movie Night on the River on Saturday, August 23, 2025 at Riverfront Park, pending St. Clair County Sheriff approval. Motion carried.

Accounts Payable

Motion by Carter, supported by Skarbek to approve accounts payable and payroll in the amount of \$327,438.03.

Roll Call

Ayes:

Gillis, Harris, Meldrum, Skarbek, Bembas, Carter, Davey

Nays:

None

Motion carried.

Items for Next Agenda

- Riverfront Park Electrical Box Covers
- Special Event Permit-Algonac High School Homecoming Parade

Council Comment Bembas

Let's get to the Touch-A-Truck event!

Carter

Announced the Woodside Annual Backpack Giveaway on Saturday, August 9^{th} at Clay Township Park starting at 5:00~p.m.

Davey

Commented on looking at additional accounting services as a fiduciary responsibility.

Harris

Passed

Meldrum

Gave no comment.

Skarbek

Gave no comment.

Gillis

Asked the City Manager to let City Council know if there are any deficiencies.

Adjournment

Motion by Meldrum, supported by Skarbek to adjourn the meeting at 7:16 p.m. Motion carried.

Signed		; r	espectfully submitted	
0.5	Mayor Rocky Gillis		, , ,	City Clerk Lisa Borgacz

Inspection List

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Address	Enforcement #	Inspection Type	Completed	Result	Inspector
721 TOWNSEND DR	E250129	2ND INSPECTION	07/02/2025	Complied	LORI WARNER
Violations:					
418 ORCHARD ST	E200112	11TH INSPECTION	07/07/2025	Complied	LORI WARNER
Violations:					
727 ST CLAIR BLVD	E250158	1ST INSPECTION	07/02/2025	Violation(s)	LORI WARNER
Violations:					
633 CLAY ST	E250148	3RD INSPECTION	07/02/2025	Complied	LORI WARNER
Violations:					
2037 ST CLAIR BLVD	E250159	1ST INSPECTION	07/02/2025	Violation(s)	LORI WARNER
Violations:					
850 MILL ST	E250160	1ST INSPECTION	07/02/2025	Violation(s)	LORI WARNER
Violations:					
1096 HOWARD ST	E250157	2ND INSPECTION	07/07/2025	Complied	LORI WARNER
Violations:					
816 WASHINGTON ST	E250136	3RD INSPECTION	07/15/2025	No Change	LORI WARNER
Violations:					
1003 STATE ST	E250072	6TH INSPECTION	07/07/2025	Violation(s)	LORI WARNER
Violations:					
727 ST CLAIR BLVD	E250158	2ND INSPECTION	07/15/2025	Complied	LORI WARNER

Violations:

TIPDECTION TYPE					00/03/23
Address	Enforcement #	Inspection Type	Completed	Result	Inspector
2553 ST CLAIR RIVER DR	E220487	19TH INSPECTION	07/07/2025	Violation(s)	LORI WARNER
Violations:					
348 NORTH AVE	E250161	1ST INSPECTION	07/07/2025	Violation(s)	LORI WARNER
Violations:					
500 FASSETT ST	E250154	3RD INSPECTION	07/07/2025	Not Complied	LORI WARNER
Violations:					
345 COLONIAL LN	E250049	6TH INSPECTION	07/07/2025	Not Complied	LORI WARNER
Violations:					
1433 MILL ST	E250056	4TH INSPECTION	07/07/2025	Violation(s)	LORI WARNER
Violations:					
724 TOWNSEND DR	E250121	4TH INSPECTION	07/07/2025	Violation(s)	LORI WARNER
Violations:					
615 STATE ST	E250168	1ST INSPECTION	07/07/2025	Violation(s)	LORI WARNER
Violations:					
499 FASSETT ST VL	E250169	1ST INSPECTION	07/07/2025	Violation(s)	LORI WARNER
Violations:					
EDWARD ST	E250170	1ST INSPECTION	07/07/2025	Violation(s)	LORI WARNER
Violations:					
2198 WORFOLK ST	E250171	1ST INSPECTION	07/07/2025	Violation(s)	LORI WARNER
Violations:					

TITOPOCCHOIL TANK					
Address	Enforcement #	Inspection Type	Completed	Result	Inspector
814 HOWARD ST	E250163	1ST INSPECTION	07/08/2025	Violation(s)	LORI WARNER
Violations:					
727 PLEASANT ST	E220356	10TH INSPECTION	07/08/2025	Not Complied	LORI WARNER
Violations:					
1205 ST CLAIR RIVER DR	E250130	3RD INSPECTION	07/15/2025	No Change	LORI WARNER
Violations:					
1200 FRUIT ST	E250131	4TH INSPECTION	07/14/2025	Partially Complied	LORI WARNER
Violations:					
500 FASSETT ST	E250154	4TH INSPECTION	07/14/2025	Complied	LORI WARNER
Violations:					
345 COLONIAL LN	E250049	6TH INSPECTION	07/14/2025	Violation(s)	LORI WARNER
Violations:					
1433 MILL ST	E250056	5TH INSPECTION	07/14/2025	Violation(s)	LORI WARNER
Violations:					
349 NORTH AVE	E250164	1ST INSPECTION	07/14/2025	Violation(s)	LORI WARNER
Violations:					
929 LIBER'TY ST	E250165	1ST INSPECTION	07/14/2025	Violation(s)	LORI WARNER
Violations:					
719 MILL ST	E250166	1ST INSPECTION	07/14/2025	Violation(s)	LORI WARNER
Violations:					

TITO DECEMBER TABLE					
Address	Enforcement #	Inspection Type	Completed	Result	Inspector
943 LIBERTY ST	E250167	1ST INSPECTION	07/14/2025	Violation(s)	LORI WARNER
Violations:					
455 STATE ST	E250105	2ND INSPECTION	07/15/2025	Violation(s)	LORI WARNER
Violations:					
501 FASSETT ST VL	E250162	1ST INSPECTION	07/15/2025	Complied	LORI WARNER
Violations:					
345 COLONIAL LN	E250049	FINAL CHECK	07/15/2025	Not Complied	LORI WARNER
Violations:					
814 HOWARD ST	E250163	2ND INSPECTION	07/14/2025	Complied	LORI WARNER
Violations:					
615 STATE ST	E250168	2ND INSPECTION	07/15/2025	Complied	LORI WARNER
Violations:					
499 FASSETT ST VL	E250169	2ND INSPECTION	07/15/2025	Complied	LORI WARNER
Violations:					
EDWARD ST	E250170	2ND INSPECTION	07/15/2025	Complied	LORI WARNER
Violations:					
2198 WORFOLK ST	E250171	2ND INSPECTION	07/15/2025	Complied	LORI WARNER
Violations:					
621 GREEN ST	E240234	12TH INSPECTION	07/15/2025	Violation(s)	LORI WARNER
Violations:					

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Address	Enforcement #	Inspection Type	Completed	Result	Inspector
1733 MICHIGAN ST	E250172	1ST INSPECTION	07/15/2025	Violation(s)	LORI WARNER
Violations:					
2210 ST CLAIR RIVER DR VL	E250173	1ST INSPECTION	07/15/2025	Violation(s)	LORI WARNER
Violations:					
1957 ST CLAIR BLVD	E250174	1ST INSPECTION	07/15/2025	Violation(s)	LORI WARNER
Violations:					
727 PLEASANT ST	E220356	11TH INSPECTION	07/15/2025	Violation(s)	LORI WARNER
Violations:					
942 ROBBINS DR	E250175	1ST INSPECTION	07/15/2025	Violation(s)	LORI WARNER
Violations:					
903 SMITH ST	E250176	1ST INSPECTION	07/15/2025	Violation(s)	LORI WARNER
Violations:					
2204 ST CLAIR RIVER DR	E250178	1ST INSPECTION	07/15/2025	Violation(s)	LORI WARNER
Violations:					
719 MILL ST	E250166	2ND INSPECTION	07/21/2025	Complied	LORI WARNER
Violations:					
942 ROBBINS DR	E250175	2ND INSPECTION	07/22/2025	Complied	LORI WARNER
Violations:					
2210 ST CLAIR RIVER DR VL	E250173	2ND INSPECTION	07/22/2025	Complied	LORI WARNER
Violations:					

Inspection List

Inspection List					08/05/25
Address	Enforcement #	Inspection Type	Completed	Result	Inspector
2204 ST CLAIR RIVER DR	E250178	2ND INSPECTION	07/22/2025	Violation(s)	LORI WARNER
Violations:					
806 SMTTH ST	E250179	1ST INSPECTION	07/22/2025	Violation(s)	LORI WARNER
Violations:					
455 STATE ST	E250105	3RD INSPECTION	07/29/2025	Violation(s)	LORI WARNER
Violations:					

Inspections: 53

Permit #	Contractor Job	Address Fee Total	Const. Value
PB250050	111 INTERLOCHEN DR	\$535.70	\$ C
Work Descrip	otion: DECK		
PB250052	2577 ST CLAIR RIVER DR VL	\$497.54	\$0
Work Descrip	otion: ROOFING		
PB250053	410 EDGEWATER DR	\$270.99	\$0
Work Descrip	otion: RE ROOF		
PB250054	950 LIBERTY ST	\$235.27	\$0
Work Descrip	otion: WINDOWS		
PB250055	136 ST CLAIR RIVER DR	\$681.46	\$0
Work Descrip	otion: ROOF		
PB250056	143 ISLAND CT	\$300.00	\$0
Work Descrip	otion: Porch Roof		
PB250057	585 MARKET ST	\$312.75	\$0
Work Descrip	otion: ROOFING		
PB250060	806 SMITH ST	\$252.30	\$0
Work Descrip	otion: SHINGLE ROOF OVER EXISTING S	HINGLES	

Total Fees For Type: \$3,086.01

Total Const. Value For Type: \$0

Electrical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PE250025	1508 ST CLAIR BI	LVD	\$230.00	\$0
Work Descrip	tion: ADD PLUS AND U	IPDATE SERIVE		
PE250026	2106 ST CLAIR RI	VER DR	\$175.00	\$0
Work Description: EV CHARGER INSTALLATION				
PE250027	1053 SUMMER ST		\$157.00	\$0
Work Descrip	tion: ELECTRICAL FOR	R AC		

1216 ST CLAIR BLVD	\$200.00	\$0
REPLACE 4' FIXTURES WITH NEW LED		
1510 MICHIGAN ST	\$366.00	\$0
WIRE NEW HOME		
1951 ST CLAIR BLVD	\$200.00	\$0
SERVICE CHANGE		
448 WILLARD AVE	\$157.00	\$0
ELECTRICAL FOR FURNACE Resident hired two different companys and decided to go with permit fees. 8/6/2025 AB	Thumb Coast see PE250031. Refunded Su	perior their
2424 ST CLAIR RIVER DR	\$177.00	\$0
ELECTRICAL FOR A/C		
	REPLACE 4' FIXTURES WITH NEW LED 1510 MICHIGAN ST WIRE NEW HOME 1951 ST CLAIR BLVD SERVICE CHANGE 448 WILLARD AVE ELECTRICAL FOR FURNACE Resident hired two different companys and decided to go with permit fees. 8/6/2025 AB 2424 ST CLAIR RIVER DR	REPLACE 4' FIXTURES WITH NEW LED 1510 MICHIGAN ST \$366.00 WIRE NEW HOME 1951 ST CLAIR BLVD \$200.00 SERVICE CHANGE 448 WILLARD AVE \$157.00 ELECTRICAL FOR FURNACE Resident hired two different companys and decided to go with Thumb Coast see PE250031. Refunded Supermit fees. 8/6/2025 AB 2424 ST CLAIR RIVER DR \$177.00

Total Fees For Type: \$1,662.00

Total Const. Value For Type: \$0

Mechanical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PM250013	1508 ST CLAIR BLVD		\$240.00	\$ O
Work Descrip	tion: ADDING ZONE HEA	TING		
PM250015	1053 SUMMER ST		\$200.00	\$0
Work Descrip	tion: A/C REPLACEMENT			
PM250016	1309 ST CLAIR BLVD		\$225.00	\$ O
Work Descrip	tion: A/C UNIT AND MINI	SPLIT SYSTEM		
PM250017	448 WILLARD AVE		\$240.00	\$ O
Work Descrip	tion: FURNACE REPLACEM	MENT, A/C ADD ON		
PM250018	2424 ST CLAIR RIVER	RDR	\$195.00	\$0
Work Descrip	tion: A/C REPLACEMENT			

Total Permits For Type: 5

Total Fees For Type: \$1,100.00

Total Const. Value For Type: \$0

Plumbing

Permit #	Contractor	Job Address	Fee Total	Const. Value
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PP250006	1050 SMITH ST	\$235.00	\$0
Work Description	: SEWER LINE REPLACEMENT		
PP250008	1216 ST CLAIR BLVD	\$200.00	\$0
Work Description	BACKFLOW PREVENTOR		
PP250009	800 PTE TREMBLE RD	\$175.00	\$0
Work Description	REMOVE FAILED BACKFLOW, REPLACE AND TEST		

Total Fees For Type:

\$610.00

Total Const. Value For Type:

\$0

3

ZONING

Permit #	Contractor	Job Address	Fee Total	Const. Value
PZ250022	9552 RACHEL		\$125.00	\$0
Work Descrip	tion: FENCE			
PZ250027	1103 BETH CT		\$125.00	\$ O
Work Descrip	tion: SHED			
PZ250028	940 HOWARD ST		\$125.00	\$0
Work Descrip	tion: 8X10 SHED			
PZ250029	391 NORTH AVE		\$200.00	\$0
Work Descrip	tion: SHED WITH GRAVEL	FOUNDATION		
PZ250031	624 RUSKIN AVE		\$200.00	\$0
Work Descrip	tion: DRIVEWAY			

Total Permits For Type: 5

Total Fees For Type:

\$775.00

Total Const. Value For Type:

\$0

Report Summary

Population: All Records Permit.DateIssued Between 7/1/2025 12:00:00 AM AND 7/31/2025 11:59:59 PM **Grand Total Fees:**

\$7,233.01

Grand Total Permits:

29

Grand Total Const. Value:

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\$560.00

Const. Value

\$0

\$0

Monthly Finaled Permit List

Permit #	Contractor	Job Address	Fee Total
Building			

Work Description: INGROUND POOL

PB240031 1812 MICHIGAN ST \$570.00

Work Description: BUILDING A GARAGE

444 LATHROP AVE

PB240092 108 EDGEWATER DR \$265.49 \$0

Work Description: WINDOWS

PB240020

PB250033 529 HOWARD ST \$180.26 \$0

Work Description: WINDOWS

PB250037 411 CENTER ST \$342.71 \$0

Work Description: ROOFING

PB250057 585 MARKET ST \$312.75 \$0

Work Description: ROOFING

Total Permits For Type: 6

Total Fees For Type: \$2,231.21

Total Const. Value For Type: \$0

Electrical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PE240043	1833 MICHIGAN ST		\$604.00	\$0
Work Descrip	otion: NEW ELECTRICAL	FOR CITY POOL		
PE250019	2060 WASHINGTO	N ST	\$177.00	\$0
Work Descrip	otion: ELECTRICAL FOR A	A/C		
PE250024	102 CITY PARK & 1	130 ST CLAIR	\$165.00	\$0
Work Descrip	otion: ELECTRICAL FOR I	PICKEREL TOURNAMENT		
PE250026	2106 ST CLAIR RIV	ER DR	\$175.00	\$0
Work Descrip	otion: EV CHARGER INST	ALLATION		
PE250030	1951 ST CLAIR BLV	TD .	\$200.00	\$0
Work Descrip	otion: SERVICE CHANGE			

Total Fees For Type:

\$1,321.00

Total Const. Value For Type:

\$0

5

Mechanical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PM240030	1812 MICHIGAN ST		\$370.00	\$0
Work Descrip	tion: NEW CONSTRUCTION			
PM250012	703 WASHINGTON ST		\$205.00	\$0
Work Descrip	tion: GAS PIPING			

Total Permits For Type:

2

Total Fees For Type:

\$575.00

Total Const. Value For Type:

\$0

Plumbing

Permit #	Contractor	Job Address	Fee Total	Const. Value
PP240015	1812 MICHIGAN	ST	\$385.00	\$0
Work Descrip	tion: PLUMBING FOR N	IEW BUILD		
PP250009	800 PTE TREMBL	E RD	\$175.00	\$0
Work Descrip	tion: REMOVE FAILED	BACKFLOW, REPLACE AND TEST		

Total Permits For Type:

2

Total Fees For Type:

\$560.00

Total Const. Value For Type:

\$0

SPECIAL ASSEMBLY

Permit #	Contractor	Job Address	Fee Total	Const. Value
PSA250003	102 CITY PARK &	: 1130 ST CLAIR	\$0.00	\$0
Work Descript	tion: MUSIC IN THE PA	RK 2025		
PSA250010	102 CITY PARK &	: 1130 ST CLAIR	\$0.00	\$0
Work Descrip	tion: HENRYS CLUB CO	DRNHOLE 2025		

Total Permits For Type:

2

Total Fees For Type:

\$0.00

ZONING

Permit #	Contractor	Job Address	Fee Total	Const. Value
PZ250010	418 ORCHARD ST		\$125.00	\$0
Work Descrip	tion: FENCE			
PZ250016	946 HOWARD ST		\$125.00	\$0
Work Descrip	tion: FENCE			
PZ250021	455 STATE ST		\$352.31	\$0
Work Descrip	tion:			

Total Permits For Type:

3

Total Fees For Type:

\$602.31

Total Const. Value For Type:

\$0

Report Summary

Population: All Records Permit.DateFinaled Between 7/1/2025 12:00:00 AM AND 7/31/2025 11:59:59 PM **Grand Total Fees:**

\$5,289.52

Grand Total Permits:

20

Grand Total Const. Value:

\$0

CITY OF ALGONAC DEPT. OF PUBLIC WORKS REPORT

Month: July, 2025

DPW

- General vehicle maintenance
- Kept work areas cleaned and organized
- Picked up and returned barricades to Port Huron DPW
- Rebuilt big chair for river front park
- Built Bridge to Bay Kiosks signs
- Sprayed for weeds
- Worked on wood chipper
- Assembled pool furniture

LOCAL/MAJOR STREETS

- Checked storm sewer pump stations as needed
- Cold patched streets as needed
- Put out detour signs for pickerel tournament
- Put out and picked up barricades from closing and opening the streets for pickerel tournament
- Weed whipped around guardrails
- Sprayed for weeds
- Open and close road for music in the park events

<u>PARKS</u>

- Emptied trash containers as needed
- Fixed some rotted boards on the boardwalk
- Installed Bridge to Bay Kiosks signs
- Sprayed for weeds

CITY HALL

Sprayed for weeds

POOL

- Cleaned bath house and opened both bathrooms
- Worked on pool house upstairs for opening of the pool
- Delivered Chlorine when necessary
- Check pool and bath house daily

LIBRARY

•

WATER

- Completed Miss dig assignments as requested
- Checked on leaking meter pit on Townsend Dr
- Cleaned up around master meter pit on the bike path
- Installed and removed water trees for Pickerel tournament

SEWER

- Completed Miss dig assignments as requested
- AMP tested and general maintenance performed to all lift stations weekly.

This past month, DPW employees excluding the superintendent used **0** hours of vacation, sick or personal time.

Respectfully submitted,

Algonac Public Services Dept.

Joe Vernier

CASH SUMMARY BY FUND FOR CITY OF ALGONAC FROM 06/01/2025 TO 06/30/2025 FUND: 101 202 203 208 271 401 590 591 661 CASH ACCOUNTS

Page:

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9b4

5,916,574.21	757,919.83	598,667.50	6,075,826.54	TOTAL - ALL FUNDS	
474,046.50	5,650.00	9,186.83	470,509.67	Motor Pool Fund	661
1,118,816.21	98,973.93	125,862.37	1,091,927.77	Water Fund	591
225,195.78	32,043.05	85,211.21	172,027.62	Sewer Fund	590
147,194.16	93,300.00	6,168.12	234,326.04	Capital Improvement Fund	401
67,377.55	2,527.80	1,929.86	67,975.49	Library Fund	271
2,958.58	8,180.00	532.76	10,605.82	PARK/RECREATION FUND - Music in the	208
1,227,114.07	5,879.62	15,369.70	1,217,623.99	Local Street Fund	203
1,379,722.98	9,639.78	35,048.36	1,354,314.40	Major Street Fund	202
1,274,148.38	501,725.65	319,358.29	1,456,515.74	General Fund	101
06/30/2025	Credits	Debits	06/01/2025	Description	Fund
Balance	Total	Total	Balance		
Ending			Beginning		

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALGONAC

Page: 1/9

PERIOD ENDING 06/30/2025

* Fiscal Year Completed: 100.00

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

	3,583,361.00 3,583,361.00 3,583,361.00 24,265.00 195,295.00 337,875.00 111,495.00	YTD BALANCE 06/30/2025 NORMAL (ABNORMAL) 3,823,618.21 3,823,618.21 3,823,618.21 22,776.16 186,574.49 314,299.19 109,895.98	ACTIVITY FOR MONTH 06/30/2025 INCREASE (DECREASE 184,857.84 1,984.98 13,577.33 41,828.29 10,824.30	AVAILABLE BALANCE BALANCE (240,257.21) (240,257.21) (240,257.21) (240,257.21) 1,488.84 8,720.51 23,575.81 1,599.02
,000	24,265.00	22,776.16	1,984.98	1,4
.000	195,295.00	186,574.49	13,577.33	23.57
1 1	111 /05 00	100 805 08		7 5
()	22,470,00	10,361.16	10,824.30	12.1
ı	41,475.00	38,871.23	1,434.86	2,603.77
1	40,930.00	38,472.99	11,362.89	2,4
262.000 - Elections	41,745.00	33,510.97	393.94	8,2
265.000 - Buildings And Grounds	84,145.00	60,460.22	3,544.37	23,68
- 1	11,500.00	6,593.75	1,031.25	4,906.25
I	937,715.00	930,423.70	80,192.37	7,291.30
ı	484,275.00	375,097.41	24,498.64	109,17
- 1	210,665.00	132,036.10	9,884.76	78,62
ı	586,770.00	606,700.40	115,877.06	(19,930.40)
ı	12,500.00	30.3	(5,302.26)	12,469.61
- Zoning	1,260.00	1,415.35	0.00	(15
ı	124,800.00	107,222.57	10,497.93	17,577.43
n J	30,080.00	27, 243.02	1,726.13	2,836.98
851.000 - Insurance And Bonds	42 160 00	1 161 49	1/ 925 93	40 94.07 10 998 51
- Transfers	1,628,000.00	1,628,000.00	0.	
TOTAL EXPENDITURES	4,999,420.00	4,661,054.70	343,818.78	338,365.
Fund 101 - General Fund: TOTAL REVENUES TOTAL EXPENDITURES	3,583,361.00 4,999,420.00	3,823,618.21 4,661,054.70	184,857.84 343,818.78	(240,257.21) 338,365.30
OF R	(1,416,059.00) 3,903,511.20	(837, 436.49) 3,903,511.20	(158,960.94)	(578,622.51
END FUND BALANCE	2,487,452.20	3,066,074.71		

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALGONAC

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PERIOD ENDING 06/30/2025

* Fiscal Year Completed: 100.00

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

III EVE	DESCRIPTION and dministration streets stridges	2024-25 AMENDED BUDGET 387,880.00 16,325.00 403,890.00 7,210.00	YID BALANCE 06/30/2025 NORMAL (ABNORMAL) 384,321.23 384,321.23 384,321.23 15,916.00 96,830.17 1,666.60	YTD BALANCE ACTIVITY FOR 06/30/2025 MONTH 06/30/2025 NORMAL (ABNORMAL) INCREASE (DECREASE 384,321.23 15,369.70 15,916.00 1,606.60 1,606.60 38,479.00 1,606.60 1,6	AVAILABLE BALANCE NORMAL (ABNORMAL) 3,558.77 3,558.77 409.00 307,059.83 5,549.40 7 863 76	% BDGT USED 99.08 99.08 99.08
1 1 1 1	dministration)treets)ridges	16,325.00 403,890.00 7,210.00 12,550.00	15,916.00 96,830.17 1,660.60 4,686.24	1,293.00 30,885.29 0.00	409.00 307,059.83 5,549.40 7 863 76	97.49 23.97 23.03
449.474 - Traffic Services 449.478 - Winter Maintenance	lance	12,550.00 33,570.00	4,686.24 25,106.38	384.79 0.00	7,863.76 8,463.62	37.34 74.79
TOTAL EXPENDITURES		473,545.00	144,199.39	32,563.08	329,345.61	30.45
Fund 203 - Local Street Fund: TOTAL REVENUES TOTAL EXPENDITURES NET OF REVENUES & EXPENDITURES	IND:	387,880.00 473,545.00 (85,665.00)	384,321.23 144,199.39 240,121.84	15,369.70 32,563.08 (17,193.38)	3,558.77 329,345.61 (325,786.84)	99.08 30.45 280.30
NET OF REVENUES & EXPENDIT BEG. FUND BALANCE END FUND BALANCE	TURES	(85,665.00) 938,139.51 852,474.51	240,121.84 938,139.51 1,178,261.35	(17, 193.38)	(325,786.84)	280.30

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REVENUE AND EXPENDITURE REPORT FOR CITY OF ALGONAC
PERIOD ENDING 06/30/2025
**NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	2024-25 DESCRIPTION AMENDED BUDGET		YTD BALANCE 06/30/2025 (ABNORMAL) I	YTD BALANCE ACTIVITY FOR 06/30/2025 MONTH 06/30/2025 NORMAL (ABNORMAL) INCREASE (DECREASE	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 271 - Library Fund 000.000	41,450.00	00	37,405.77	100.58	4,044.23	90.24
TOTAL REVENUES	41,450.00	000	37,405.77	100.58	4,044.23	90.24
790.000 - Library	48,560.00	00	33,163.32	2,767.42	15,396.68	68.29
TOTAL EXPENDITURES	48,560.00	00	33,163.32	2,767.42	15,396.68	68.29
Fund 271 - Library Fund: TOTAL REVENUES TOTAL EXPENDITURES	41,450.00 48,560.00	Ì	37,405.77 33,163.32	100.58 2,767.42	4,044.23 15,396.68	90.24
NET OF REVENUES & EXPENDITURES BEG. FUND BALANCE END FUND BALANCE	(7,110.00) 66,534.38 59,424.38	00) 38 38	4,242.45 66,534.38 70,776.83	(2,666.84)	(11,352.45)	59.67

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALGONAC

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PERIOD ENDING 06/30/2025

* Fiscal Year Completed: 100.00

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

NET OF REVENUES & EXPENDITURES BEG. FUND BALANCE END FUND BALANCE	Fund 590 - Sewer Fund: TOTAL REVENUES TOTAL EXPENDITURES	TOTAL EXPENDITURES	536.548 - Operating Services 901.000 - Capital Outlay	TOTAL REVENUES	Fund 590 - Sewer Fund 000.000	GL NUMBER
JRES			ices			DESCRIPTION
(153,454.00) 2,625,397.26 2,471,943.26	871,300.00 1,024,754.00	1,024,754.00	819,754.00 205,000.00	871,300.00	871,300.00	2024-25 AMENDED BUDGET
(4,261.44) 2,625,397.26 2,621,135.82	817,256.39 821,517.83	821,517.83	742,588.58 78,929.25	817,256.39	817,256.39	YTD BALANCE 06/30/2025 NORMAL (ABNORMAL)
	133,392.43	15,061.87	15,061.87 0.00	133,392.43	133,392.43	YTD BALANCE ACTIVITY FOR 06/30/2025 MONTH 06/30/2025 NORMAL (ABNORMAL) INCREASE (DECREASE
(149, 192.56)	54,043.61 203,236.17	203,236.17	77,165.42 126,070.75	54,043.61	54,043.61	AVAILABLE BALANCE NORMAL (ABNORMAL)
2.78	93.80	80.17	90.59 38.50	93.80	93.80	% BDGT USED

REVENUE AND EXPENDITURE REPORT FOR CITY OF ALGONAC

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PERIOD ENDING 06/30/2025

* Fiscal Year Completed: 100.00

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	06/30/2025 NORMAL (ABNORMAL)	MONTH 06/30/2025 INCREASE (DECREASE	BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 661 - Motor Pool Fund 000.000		114,175.00	108,509.10	9,186.83	5,665.90	95.04
TOTAL REVENUES	ĩ	114,175.00	108,509.10	9,186.83	5,665.90	95.04
000.000 901.000 - Capital Outlay		12,000.00 42,000.00	4,648.98 42,984.52	0.00 5,650.00	7,351.02 (984.52)	38.74 102.34
TOTAL EXPENDITURES	ï	54,000.00	47,633.50	5,650.00	6,366.50	88.21
Fund 661 - Motor Pool Fund: TOTAL REVENUES TOTAL EXPENDITURES	ï	114,175.00 54,000.00	108,509.10 47,633.50	9,186.83 5,650.00	5,665.90 6,366.50	95.04 88.21
NET OF REVENUES & EXPENDITURES BEG. FUND BALANCE END FUND BALANCE	ES	60,175.00 625,843.95 686,018.95	60,875.60 625,843.95 686,719.55	3,536.83	(700.60)	101.16
TOTAL REVENUES - ALL FUNDS	DS	8,965,656.00 11,246,463.00	8,914,802.93 9,529,084.40	559,986.35 537,969.68	50,853.07 1,717,378.60	99.43 84.73
NET OF REVENUES & EXPENDITURES BEG. FUND BALANCE - ALL FUNDS END FUND BALANCE - ALL FUNDS	S	(2,280,807.00) 18,647,526.86 16,366,719.86	(614,281.47) 18,647,526.86 18,033,245.39	22,016.67	(1,666,525.53)	26.93



805 St. Clair River Drive Algonac, MI 48001 810.794.9361 | *FAX* 810.794.4804 www.cityofalgonac.org FIRE DEPARTMENT

Fire Chief

Rental Housing Inspector Joseph J. Doan

TO:

Denice Gerstenberg, City Manager

FROM:

Joseph Doan

DATE:

07/10/2025

SUBJECT:

July Activity Report

07/07/2025	Department Meeting/Apparatus Checks 7 people @ 3 Hours	21 Hours
07/14/2025	Water Rescue/Pool Ops 12 people @ 3 Hours	36 Hours
07/21/2025	Boat Ops/Fire Pumps/Marine Fire Fighting/DT 12 people @ 3 Hours	36 Hours
07/28/2025	O.B. Emergencies/Ground Ladders/Grass II 12 people @ 3 Hours	36 Hours
07/29/2025	NERIS In-Service 2 people @ 2 Hours	4 Hours

TOTAL HOURS: 133 Hours

Year-End-Totals:

Department Meeting: 218 Hours Training(s)/Other: 907 Hours Total Man Hours: 1,125 Hours

CALLS FOR SERVICE: 110

General Station Cleaning/Maintenance

General Apparatus/Equipment Cleaning/Maintenance

Rental Inspections

Business Inspections

Community Risk Reduction Program- Smoke/CO Detectors

Algonac Elementary Meeting- met with General Contractors

Medical Control Meeting

PT Banners and Pendant Flags

Stand By For Temporary Bridge Removal- N. Ave

Install Letters On Pool House

Pickerel Tournament Total Man Hours: 223.5 Hours

SCBA Flow Testing

SCBA Fill Station

Meet With City Engineers- Smoke Testing

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
1926 ST CLAIR BLVD	01-117-0032-000	REINSPECTION	07/04/2025	07/04/2025	Complied	JOSEPH DOAN

Inspections: 1

Population: All Records

 $Inspection. Date Time Completed\ Between\ 7/1/2025\ 12:00:00\ AM\ AND\ 8/4/2025\ 11:59:59\ PM$

AND

Inspection.Inspector = JOSEPH DOAN

Certificate List

Total # of Certificates: 2

Population: All Records
Certificate DateIssued Between 07/01/2025 AND 08/04/2025
AND

Certificate.CertType = I&I COMPLIANCE

Month End Incident Details

Date	Incident Number	Alarm Time	Incident Type
7/1/25	25-521	16:00	Service Call, other
	25-522	22:06	Power line down
7/2/25	25-523	13:43	Good intent call, other
	25-524	16:59	Rescue, EMS incident, other
7/3/25	25-525	08:23	Rescue, EMS incident, other
	25-526	14:00	Public service
	25-527	17:30	Special type of incident, other
	25-528	18:23	Watercraft rescue
7/4/25	25-529	03:39	Medical assist, assist EMS crew
	25-530	12:35	Medical assist, assist EMS crew
	25-531	23:16	Medical assist, assist EMS crew
7/5/25	25-532	08:00	Special type of incident, other
	25-533	16:08	Carbon monoxide incident
	25-534	, 18:00	Service Call, other
	25-535	21:30	Service Call, other
	25-536	22:41	Medical assist, assist EMS crew
	25-538	17:30	Service Call, other
7/6/25	25-537	00:00	Medical assist, assist EMS crew
	25-539	06:30	Good intent call, other
	25-540	07:00	Special type of incident, other
	25-541	12:00	Special type of incident, other
	25-542	14:32	Assist invalid
	25-543	17:09	Rescue, EMS incident, other
7/7/25	25-544	11:43	Medical assist, assist EMS crew
	25-545	18:12	Dispatched & canceled en route
	25-546	18:30	Special type of incident, other
7/8/25	25-547	03:59	Medical assist, assist EMS crew
	25-548	11:40	Rescue, EMS incident, other
	25-549	11:47	Medical assist, assist EMS crew
	25-550	13:27	Rescue, EMS incident, other
	25-551	22:25	Assist invalid
7/9/25	25-552	09:00	Service Call, other
7/10/25	25-553	10:23	Assist invalid
7/11/25	25-554	03:00	Medical assist, assist EMS crew
	25-555	11:55	Assist invalid
	25-556	12:15	Public service

Month End Incident Details

Date	Incident Number	Alarm Time	Incident Type
7/11/25	25-557	17:40	Smoke scare, odor of smoke
	25-558	22:01	Severe weather or natural disaster, other
	25-559	22:11	Severe weather or natural disaster, other
7/12/25	25-560	06:08	Medical assist, assist EMS crew
	25-561	09:15	Watercraft rescue
7/13/25	25-562	09:51	Rescue, EMS incident, other
	25-563	10:32	Good intent call, other
	25-564	11:39	Rescue, EMS incident, other
	25-565	20:12	Unauthorized burning
	25-566	21:18	Medical assist, assist EMS crew
7/14/25	25-567	12:22	Dispatched & canceled en route
	25-568	12:45	Dispatched & canceled en route
	25-569	13:17	Assist invalid
	25-570	18:30	Special type of incident, other
	25-571	19:19	Medical assist, assist EMS crew
	25-572	23:10	Assist invalid
7/16/25	25-573	10:46	Assist invalid
	25-574	19:32	Assist invalid
7/17/25	25-575	03:00	Medical assist, assist EMS crew
	25-576	09:36	Rescue, EMS incident, other
	25-577	11:08	Service Call, other
	25-578	20:00	Service Call, other
7/18/25	25-579	11:25	Medical assist, assist EMS crew
	25-580	18:18	Dispatched & canceled en route
7/19/25	25-581	10:06	Medical assist, assist EMS crew
	25-582	12:02	Assist invalid
	25-583	19:02	Good intent call, other
7/20/25	25-584	10:58	Dispatched & canceled en route
	25-585	14:00	Service Call, other
	25-586	16:17	Medical assist, assist EMS crew
7/21/25	25-587	05:17	Medical assist, assist EMS crew
	25-588	10:24	Rescue, EMS incident, other
	25-589	16:16	Medical assist, assist EMS crew
	25-590	16:30	Service Call, other
	25-591	18:30	Special type of incident, other
7/22/25	25-592	18:21	Public service assistance, other

Month End Incident Details

Date	Incident Number	Alarm Time	Incident Type
7/22/25	25-593	23:39	Service Call, other
7/23/25	25-594	09:00	Public service
	25-595	09:15	Public service
	25-596	09:30	Public service
	25-597	09:45	Public service
	25-598	20:06	Medical assist, assist EMS crew
	25-599	23:17	Assist invalid
7/24/25	25-600	13:15	Medical assist, assist EMS crew
	25-601	16:18	Assist invalid
	25-602	18:28	Medical assist, assist EMS crew
	25-603	20:50	Good intent call, other
	25-604	21:55	Medical assist, assist EMS crew
	25-605	22:39	Electrical wiring/equipment problem, other
7/25/25	25-606	09:49	Assist invalid
	25-607	10:15	Public service
	25-608	10:45	Public service
	25-609	11:08	Power line down
	25-610	11:35	Medical assist, assist EMS crew
	25-611	11:44	Assist invalid
	25-612	11:47	Power line down
	25-613	14:03	Medical assist, assist EMS crew
	25-614	18:44	Medical assist, assist EMS crew
7/27/25	25-615	01:05	Medical assist, assist EMS crew
	25-616	01:39	Power line down
	25-617	03:22	Medical assist, assist EMS crew
	25-618	20:38	Medical assist, assist EMS crew
	25-619	22:38	Water & ice-related rescue, other
7/28/25	25-620	18:30	Special type of incident, other
	25-621	22:43	Carbon monoxide incident
7/29/25	25-622	13:31	False alarm or false call, other
	25-623	15:20	Unauthorized burning
7/30/25	25-624	13:27	Assist invalid
	25-625	15:06	Medical assist, assist EMS crew
	25-626	17:38	Medical assist, assist EMS crew
	25-627	19:20	Public service assistance, other
	25-628	20:21	Medical assist, assist EMS crew

Month End Incident Details

Date	Incident Number	Alarm Time	Incident Type
7/31/25	25-629	08:29	Public service assistance, other
	25-630	09:30	Service Call, other



City of Algonac

805 St. Clair River Drive Algonac, Michigan 48001 (810)794-9361

www.cityofalgonac.org

Joshua Stewart
Water Plant Supervisor
F-2 / S-2 EGLE Licensing
Waterplant@cityofalgonac.org
(810)794-3281

City of Algonac

Monthly Report - Water Department/Filtration Plant

April-2025

31,251,000	Gallons of Water Filtered
30,496,000	Gallons of Water Pumped
2,874,000	Gallons of Backwash

Information about the St. Clair River

The average turbidity or clarity of the lake this past month was	2.57 NTU	
The River had the highest turbidity on 7/16/20)25	
The highest turbidity (Clarity) for the St. Clair River this month was	4.2 NTU	
To supply Water to the residents of Algonac and Clay Township, the Algonac		
Water Filtration plant withdrew water from the St. Clair River totaling	34,125,000	Gallons
In addition to Plant operations the Algonac Water Department pe	erformed:	
5 Service Calls for Turn on/off		
9 Meter Changes		
6 Leak Checks		

Did you know?

The City of Algonac is authorized to discharge stormwater from its Municipal Separate Storm Sewer System (MS4)--St. Clair-into the waters of the State, in accordance with the effluent limitations, monitoring requirements, and other conditions outlines in its National Pollutant Discharge Elimination System (NPDES) permit. The City's Department of Public Works is responsible for key maintenance activities essential to the proper functioning of the stormwater system. These activities include catch basin cleaning, street sweeping, outfall inspections and monitoring for illicit discharges. We invite you to review the Stormwater Management Plan documents and provide your feedback to help us build a cleaner, healthier environment for all. Please see the attached documents at:

https://www.cityofalgonac.org/departments/WaterDepartment/StormWater











**The City of Algonac is proud member of the Anchor Bay Watershed Program. Help us protect Lake St. Clair by being informed and respectful to our water source. Avoid disposing of hazardous chemicals that could impact our water quality and be mindful of what you release into the City Storm Drains.

Please contact us at (810)794-3281 with any questions or concerns.

		BOARDS AND COMMISSIONS ROSTER	ONS ROSTER		
CITY COUNCIL - 4 YEAR TERMS	RMS	7 members	Meetings 1st	and 3rd Tuesda	Meetings 1st and 3rd Tuesday each month at 6:00 pm
NAME	Role	ADDRESS	Term Ends	PHONE #	E_MAIL
Michael Bembas	Council member	1713 St. Clair River Drive	11/13/2028	810.278.2243	810.278.2243 mbembas@cityofalgonac.org
Ed Carter	Council member	806 Townsend Crs. W	11/9/2026	810.643.3705	810.643.3705 ecarter@cityofalgonac.org
Dawn Davey	Mayor Pro Tem	710 Smith	11/9/2026	810.278.6749	810.278.6749 ddavey@cityofalgonac.org
Rocky Gillis	Mayor	381 Center Street	11/9/2026	810.531.2416	810.531.2416 rgillis@cityofalgonac.org
Cathy Harris	Council member	985 Columbia	11/13/2028	810.794.7554	810.794.7554 charris@cityofalgonac.org
Wendy Meldrum	Council member	1527 Washington	11/13/2028	810.734.1784	810.734.1784 wmeldrum@cityofalgonac.org
Jacob Skarbek	Council member	587 Market	11/13/2028	586.718.3414	586.718.3414 jskarbek@cityofalgonac.org
Council members are elected; appointed by council to fill vacancy	appointed by council to	o fill vacancy			

PLANNING COMMISSION - 3 YEAR TERMS	3 YEAR TERMS	9 members	Meet 4x year	at 6 pm/Aug Mt	at 6 pm/Aug Mtg elect Chair & VChair 1 yr term
NAME	Role	ADDRESS	Term Ends	PHONE #	E_MAIL
Michelle Chase	Commissioner	825 Summer Apt A	7/17/2027	810.643.3887	810.643.3887 simplyurs2@gmail.com
Joanne Dare	Commissioner	160 St. Clair River Dr	7/17/2026	586.322.5484	586.322.5484 joanddave41@comcast.net
Amanda Hass	Commissioner	1518 State Street	7/17/2026	810.278.2311	810.278.2311 gougeon13@gmail.com
Adam Ragsdale	Commissioner	107 St. Clair River Drive	7/17/2028	810.869.0603	810.869.0603 adam.ragsdale@gmail.com
Jamie Sternberg	Commissioner	1505 Market	7/17/2028	810.824.0482	810.824.0482 jamiesternberg@gmail.com
Brian Tideswell	Commissioner	829 W. Townsend Crescent	7/17/2026	810.300.4170	810.300.4170 btideswell@att.net
Darryl Sopata	Commissioner	438 Willard	7/17/2027	858.220.2902	858.220.2902 darrylsopata@yahoo.com
Terry Stoneburner	Vice-Chair	589 Market	7/17/2025	810.824.0123	810.824.0123 terry.stoneburner@gmail.com
Mark Thompson	Chair	911 Washington	7/17/2026	810.650.1544	810.650.1544 lumberguymarkt@yahoo.com
Members are appointed by the mayor according to state law. See appointment process procedure.	e mayor according to st	ate law. See appointment pro	ocess procedur	ĬΦ	

ZONING BOARD OF APPEALS - 3 YEAR TERMS	LS - 3 YEAR TERMS	7 members, 2 alts	Meet as need	ed/3rd Thursda	ed/3rd Thursday of month at 7pm
NAME		ADDRESS	Term Ends	PHONE #	E_MAIL
Chuck Bayly	Commissioner	518 Mill	2/1/2026	810.278.0391	810.278.0391 charlesbayly54@gmail.com
John Bolf	Commissioner	500 Willard	2/1/2026	810.794.5661	810.794.5661 alarmer007@msn.com
Rick Erdmann	Commissioner	1141 Mill	2/1/2027	810.794.7212	810.794.7212 rickyderdmann@gmail.com
Chari Lawton	Commissioner	131 Delta	2/1/2026	843.696.2427	843.696.2427 charilawton@gmail.com
Adam Ragsdale	Commissioner	107 St. Clair River Drive	2/1/2028	810.869.0603	810.869.0603 adam.ragsdale@gmail.com
Michael Bembas	Council Liaison	1713 St. Clair River Drive	2/1/2026	810.278.2243	810.278.2243 michaelbembas@hotmail.com
Brian Tideswell, PC Rep.	PC Rep and Chair	829 W. Townsend Crescent 7/17/2026	7/17/2026	810.300.4170	810.300.4170 btideswell@att.net
ALTERNATE (NEEDED)					

ZBA members are appointed by council. Brian Tideswell is the Planning Commission representative; his term is same as PC

BOARDS AND COMMISSIONS ROSTER

BOARD OF REVIEW - 2 YEAR	~ TERMS	3 Members	3	Must live in citv ar	ve in city and be registered voter
				,	
NAME	ADDRESS	Position	Term Ends	PHONE #	E_MAIL
Chuck Bayly	518 Mill Street	Freeholding' citizen	1/6/2026	810.278.0391	charlesbayly54@gmail.com
Jamie Sternberg	1505 Market Street	Freeholding' citizen	1/6/2027	810.824.0482	jamiesternberg@gmail.com
Bernard Ferris	669 Townsend Ct.	Freeholding' citizen	1/6/2026	586.484.4338	bernieferris1957@gmail.com
Kimberley Catenacci - Alt.	728 Townsend		1/6/2027	810.580.9063	kmacat3@yahoo.com
3 YEAR	TERMS				
NAME	ADDRESS	Position	Term Ends	PHONE #	E_MAIL
Debra Scruggs	735 Townsend Dr	City resident & voter	10/1/2027	810.734.0515	debbiescruggs55@yahoo.com
Annette Seestedt	122 Kenyon	City resident & voter	10/1/2025	989.430.3300	zprowler57@yahoo.com
Polly Barbour	2100 Michigan	City resident & voter	10/1/2026	586.873.9673	polly.barbour@realtyexecutives.com
HOUSING COMMISSION - 5	YEAR TERMS	One member must be	a resident of f	facility/others resid	others residents of city & registered voters
NAME	ADDRESS	Position	Term Ends	PHONE #	E_MAIL
Cindy Smith	927 Golfview	City resident & voter	6/30/2025	810.580.2707	dctrsmith@sbcglobal.net
Kimberley Catenacci	728 Townsend	City resident & voter	6/30/2029	810.580.9063	kmacat3@yahoo.com
Christina Halkias-Robb	1000 Fruit St	City resident & voter	6/30/2026	810.278.6381	cmhrobb@att.net
Deborah Jo Green	1205 SCRD #314	Resident of facility	6/30/2028	810.357.4568	deborahgreen1204@yahoo.com
Suezette Minder	1205 SCRD #307	Resident of facility	6/30/2027	734.634.6743	suezettestone@gmail.com
Ann Landschoot	secretary for Jim Dewey Exec Dir	ey Exec Dir			alandschoot@phhousing.org
		*All Housing term expiration dates	rm expiration		changed to June 30th per PHHC 5.26.2021
DDA - 4 YEAR TERMS DDA	was put on hiatus	after 7.15.16/Meets 2	2x per year as requ	required	
NAME	ADDRESS	Position	Term Ends	PHONE #	E_MAIL
All terms expired 11.2020					
ELECTION COMMISSION - I	INDEFINITE TERMS	*Meets prior to each	election as	scheduled by City	City Clerk
NAME	ADDRESS	Position	Term Ends	PHONE #	E_MAIL
Jim Downey	721 SCRD	City Atty		810.794.4961	kcjdlaw@yahoo.com
Lisa Borgacz	805 SCRD	City Clerk		810.794.9361	cityclerk@cityofalgonac.org
Jamie Sternberg	1505 Market Street	Citizen		810.824.0482	jamiesternberg@gmail.com
DANGEROUS BUILDINGS CO	D 3 YEAR TERMS. Mee	3 YEAR TERMS. Meet as needed/4th Wed of month at	of month at	9am	
NAME	ADDRESS	Position	Term Ends	PHONE #	E_MAIL
Mark Thompson	911 Washington	General Public	7/1/2026	810.794.7207	lumberguymark@yahoo.com
Joe Doan	805 SCRD	General Public (licens	7/1/2027	810.794.9361	afd@cityofalgonac.org
Bill Hass	1518 State St.	Architect	7/1/2026	517.231.0961	bill@thompsonphelan.com
Darryl Sopata	438 Willard	Engineer/architect	7/1/2027	858.220.2902	darrylsopata@yahoo.com
Charles Bayly	518 Mill	Building Official/Plan	7/1/2027	810.278.0391	charlesbayly54@gmail.com

MINUTES OF THE REGULAR COMMISSIONER MEETING OF THE ALGONAC HOUSING COMMISSION

Monday May 19, 2025 At 6:00 PM Moehring Room 1205 St. Clair River Drive Algonac MI 48001

Call to Order:

The Regular Meeting of the Algonac Housing Commission was held in person located at AHC Moehring Room, 1205 St. Clair River Drive Algonac MI 48001. Meeting information was posted in the public areas of the AHC complex and forwarded to Algonac City Hall for public posting. President Smith called the meeting to order at 6:00 PM.

1. Roll Call:

President Cynthia Smith, Vice President Bernard Ferris, Commissioner Deborah Present:

Green and Kimberly Catenacci

Executive Director James A. Dewey, Deputy Executive Director/Legal Counsel Also:

Gregory T. Stremers, Financial Manager Suzanne Ward and Program Assistant

Specialist Anne Landschoot

Commissioner Christina Robb Absent:

Pledge of Allegiance:

Complete

Public Comment for items listed on the agenda None

Approval of Agenda to include any Changes/Additions:

Changes: None Additions: None

Vice President Ferris motioned to approve the agenda as presented with a second from Commissioner Green.

Ayes:

Smith, Ferris, Catenacci, Green

Nays:

None Absent: Robb

Motion Carried.

6. Approval of the Minutes:

Regular Commissioner Meeting Minutes from April 21, 2025 Review and discussion held.

Commissioner Green motioned to approve the Minutes of the Regular April 21, 2025, Commissioner Board Meeting as presented. Vice President Ferris supported this motion.

Aves:

Smith, Ferris, Catenacci, Green None

Navs:

Robb

Absent: Motion Carried.

Communications:

None

MINUTES OF THE REGULAR COMMISSIONER MEETING OF THE ALGONAC HOUSING COMMISSION

Monday May 19, 2025 At 6:00 PM Moehring Room 1205 St. Clair River Drive Algonac MI 48001

7. Financial Reports:

- A. Balance Sheet and Budget versus Actual Expense -ending FYE June 2025 Review and discussion held.
- B. Public Housing General Fund Cash Disbursement and Wire Transfer
 - Cash Disbursements –April 2025
 Discussion was held regarding the payment check number 20854 to Otis
 Elevator Company in the amount of \$110,776.95 with Executive Director James

 A. Dewey explaining that this is for the elevator installation and items being purchased and stored on site for the July scheduled updates.
 - Wire Transfers April 2025 Review and discussion held.

With review and discussion complete Vice President Ferris motioned with support from Commissioner Green to approve the Balance Sheet and Budget versus Actual Expense and Public Housing Cash Disbursements and Wire Transfers as discussed.

Ayes:

Smith, Ferris, Catenacci, Green

Nays:

None Robb

Absent: Ro Motion Carried.

- C. CFP (Capital Fund Project) Obligation/Expenditure Status (E-LOCCS)
 With obligation 100% complete, Executive Director James A. Dewey announced that the 2025 allocation was announced last week with AHC receiving \$141,344.00.
- 8. Report of the Director:
 - A. Monthly Vacancy Listing

 The AHC continues to be left with one vacancy which will be occupied by the month end.
 - B. Report of the Executive Director,

Executive Director James A. Dewey reviewed in detail his written report highlighting the new common area vending machine for resident purchase, the damage siding being repaired and replaced, current status of Lincoln Loft Complex located in Port Huron and finally the announcement of NSPIRE inspections to be scheduled within the next month for AHC.

- C. Quarterly Report:
 - 1. Five (5) Year Goal Achievement Quarter (March, June, September, and December) 2025.

None

9. Unfinished Business:

None

10. New Business:

MINUTES OF THE REGULAR COMMISSIONER MEETING OF THE ALGONAC HOUSING COMMISSION

Monday May 19, 2025 At 6:00 PM Moehrina Room 1205 St. Clair River Drive Algonac MI 48001

A. Resolution:

1. Resolution No. 2025-07, 2025-2026 Annual Financial Budget Approval Financial Manager Suzanne Ward was available to explain how the 2025-2026 financial budget was determined taking in account resident rent, subsidy, increased cost of living and inflation. The budget is being based on a 94% proration...

With explanation complete, Commissioner Green motioned with support from Vice President

to approve Resolution No. 2025-07, 2025-2026 Annual Financial Budget as presented.

Ayes:

Smith, Ferris, Catenacci, Green

Navs:

None

Absent:

Robb

Motion Carried.

B. Approval of Contracts:

None

C. Travel and Training:

None

D. Miscellaneous:

None

10. Public/Tenant Comment for items NOT listed on the agenda:

Ms. Deborah Chartier #217 explained to the Board of Commissioners an incident having occurred last Friday involving two resident's animals. Ms. Chartier asked the Board of Commissioner to review the situation considering which animal was at fault and to resolve the issue for public safety purposes.

Ms. Suzanne Foguth #113 wanted to inform the Board of the good job taking place with maintenance staff as the building is very clean and well maintained inside and out. Ms. Foguth also explained her difficulty with hearing suggesting a purchase of microphone for audience members to properly hear discussion.

11. Items for next agenda (May 19, 2025):

None

12. Board Member/Director Comments:

Commissioner Green inquired about internet usage over the weekend as it seems to shut off or become overloaded by asking the Board to look into this for better consumer usage.

Commissioner Catenacci inquired about the status of the blessing boxes whereas Mr. Dewey confirmed he has a person in mind that is able and willing to construct, however this individual has been traveling and will not be available until next month or so.

MINUTES OF THE REGULAR COMMISSIONER MEETING OF THE ALGONAC HOUSING COMMISSION

Monday May 19, 2025 At 6:00 PM Moehring Room 1205 St. Clair River Drive Algonac MI 48001

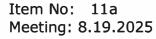
13. Adjournment:

With the business of the agenda having been complete, Vice President Ferris motioned to adjourn the meeting at 6:41 PM which was supported by Commissioner Catenacci. The Next Regular Meeting is scheduled to be held on Monday, June 16, 2025, scheduled for 6:00 PM. Motion Carried.

RESPECTFULLY SUBMITTED,

Cynthia Smith/Bernard Ferris President/Vice President

Executive Director/Secretary/Deputy Director James A. Dewey / Gregory T. Stremers





Business of the Algonac City Council

Agenda Statement

Item Title: To approve engineering services for Water Microfiltration Plant

Air Actuator Replacements Phase II: not-to-exceed \$7,500.

Submitted by: Josh Stewart, Water Plant Supervisor

Summary

On September 19, 2023, City Council approved Phase I of this project, which was to install new valves on continuous microfiltration actuator #1 (CMF#1).

Valve actuators are essential components in water treatment plants, responsible for controlling the opening and closing of valves to regulate the flow of water.

Hubbell, Roth & Clark has provided a proposal to assist the Water Plant with implementing the phased replacement of air actuators for the remaining microfiltration machines, CMF #2, #3, & 4.

\$300,000 was budgeted in FY 2025-2026 capital outlay.

Suggested Action

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve engineering services for Water Microfiltration Plant Actuator Replacement Phase II with Hubbell, Roth & Clark, Inc. whose address is 555 Hulet Drive, Bloomfield Hills, MI 48302 in the amount not-to-exceed \$7,500.00 and direct the City Manager to sign the contract on behalf of the city.

APPROVED/Denied



805 St. Clair River Drive Algonac, MI 48001 810.794.9361 | *FAX* 810.794.4804 www.cityofalgonac.org City Council
Mayor
Mayor Pro Tem
Councilman
Councilman
Councilwoman
Councilwoman
Councilman

Rocky Gillis Dawn Davey Michael Bembas Ed Carter Cathy Harris Wendy Meldrum Jacob Skarbek

To: City Manager- Denice Gerstenberg

From: Algonac Water Plant Superintendent - Joshua Stewart

Subject: 2025-2026 Capital Outlay Project- CMF #2, #3, #4 Actuator Replacement

Date: 8/5/2025

The Algonac Water Filtration Plant uses automatic valves to control/regulate the flow for our microfiltration filters. These valves have well exceeded their life span and are in need of replacement; the rebuild kits are no longer available. Last year, the Algonac Water Filtration Plant tested/installed the new valves on CMF #1 and have experienced no issues. We are looking to work with HRC engineering to perform phase 2 which is to change the remaining valves in the other 3 machines. Please see the attached engineering proposal only in the amount not to exceed \$7,500.00; \$300,000 was budgeted for this entire project as part of the capital outlay for 2025/2026. HRC will assist plant staff with the ordering of the new valves, sourcing of contractor for install of electro-mag valves and review of technical specifications. If any questions regarding this project, please do not hesitate to ask.

Thank you,

Joshua Stewart

Algonac Water Plant Superintendent

(810)794-3281

Waterplant@cityofalgonac.org



555 Hulet Drive Bloomfield Hills, MI 48302-0360

HRC Job No. 20250451.02

248-454-6300

www.hrcengr.com



July 28, 2025

City of Algonac Water Filtration Plant 1530 St. Clair River Drive Algonac, MI 48001

Attn: Mr. Joshua Stewart, Water Plant Supervisor

Ms. Denice Gerstenberg, City Manager

Re: Proposal for Engineering Services

Microfiltration Plant Air Actuator Replacement Phase II

Dear Mr. Stewart:

Thank you for the opportunity to allow Hubbell, Roth & Clark, Inc. (HRC) to submit this proposal for professional design engineering services. Machine 1 valves were replaced utilizing a Contractor, Midwest Power, who obtained the valves from Cornerstone Controls in 2024. Machines 2-4 also require replacement of the valves to maintain reliable plant operation.

The machines and membranes were manufactured by US Filter (which is now under the Dupont brand). The originally installed butterfly valves and air actuators were manufactured by Keystone. Dupont provides continuing parts support for the membrane machines, but has switched to replacement valves and actuators manufactured by Bray. Plant staff have noted that the Bray actuators have a significantly shorter service life than Keystone actuators.

As with Machine 1, the plant intends to replace valves on Machines 2-4 with Keystone butterfly valves and actuators, Mac solenoid valves and Bimba-Norgren needle valves. The Plant also plans on performing the replacements of the valves with its own personnel and has requested that HRC assist with procurement of the valves for all three of Machines 2-4.

Scope of Design Engineering Services:

- 1. Conduct and initial Coordination meeting with WFP staff to review:
 - a. Valves required for machines 2-4
 - b. Spare valves required for O&M purposes
- Utilize the Machine 1 valve list and required spare valves to solicit a quotation from Cornerstone Controls for a full package of valves for machines 2-4 for actuated valves for chemical cleaning and backwashing systems.
- 3. Review and comment on Cornerstone Controls equipment proposal to verify bill of materials including valve diameters, valve seating material, actuator features, Mac valve voltage, tag numbering, and related information.
- 4. Provide a recommendation to WFP staff to prepare a Purchase Order to Cornerstone Controls once the bill of materials has been reviewed and verified to include the correct valves, actuators, and solenoids.
- 5. Prepare overall cost estimate for valve replacement work to include:
 - a. Valve materials
 - b. Additional airline piping/fittings
 - c. SCADA integration
- 6. Provide up to 16 hours of assistance and coordination to WFP during installation and startup of the new valves.
- 7. Project Management





Schedule:

August 2025 City Council Authorization of budget for valve replacements

August - September 2025 HRC solicitation of quotation from Cornerstone Controls

September 2025 HRC review, comment and final approval of valve quotation

September 2025 HRC recommendation for WFP to proceed with valve purchase

September 2025 HRC cost estimate for overall project cost

October 2025 Procurement of Valve Materials (assumed 8 week lead time from order to delivery)

October - February 2026 Anticipated WFP installation of valves

Engineering Assistance Fees:

Very truly yours.

Total Not-to-Exceed Fee	\$ 7,500.00
Task 7 – Project Management	\$ 1,200.00
Task 6 – Installation Admin, Assistance and Coordination	\$ 2,000.00
Task 5 – Project Cost Estimate	\$ 00.008
Task 4 – Recommend Valve Purchase	\$ 500.00
Task 3 – Review and Comment on Valves Quotation Package	\$ 1,000.00
Task 2 – Prepare Valve Listing and Solicit Quotation	\$ 1,200.00
Task 1 – Coordination Meeting	\$ 800.00

Fees will be invoiced monthly and shall be based on our current contract with the City.

If this proposal is deemed acceptable to the City, please sign and return one copy to this office. Thank you for this opportunity to serve the City on this project. If you have any questions or require any additional information, please feel free to contact our office at 248-454-6300.

Accepted By:

If you have any questions or require any additional information, please contact the undersigned.

voly trainy yours,	
HUBBELL, ROTH & CLARK, INC.	City of Algonac
Polant Main	
Roland N. Alix, P.E., Vice President	Signature:
Edusza C	Written Name:
Eddie Zmich, Project Manager	Title
EDZ/RNA/aau pc: HRC; AAU, TJP, File	Title:
	Date:



Item No: 11b

Meeting: 8.19.2025

Business of the Algonac City Council

Agenda Statement

Item Title:

To approve Water Plant High Service Pump #3 replacement: \$4,860.

Submitted by: Josh Stewart, Water Plant Supervisor

Summary

High Service Pump #3 is not working and needs to be replaced.

Kennedy Industries was called to troubleshoot and found the Variable Frequency Drive had failed. Kennedy Industries will remove the existing pump and install the new one.

Attached is an invoice for the labor in investigating the issue, and the invoice for the removal of the existing pump and installation of the new pump.

There will be another proposal for City Council review in the future for the manufacturer to perform the start-up, which is required to activate the extended warranty.

Suggested Action

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve Water Plant High Service Pump #3 replacement, including the removal and installation of the pump, by Kennedy Industries, whose address is P.O. Box 930079, Wixom, MI 48393 in the total amount of \$4,860.

APPROVED/Denied



805 St. Clair River Drive Algonac, MI 48001 810.794.9361 | *FAX* 810.794.4804 www.cityofalgonac.org City Council
Mayor Pro Tem
Councilman
Councilwoman
Councilwoman
Councilwoman
Councilman

Rocky Gillis Dawn Davey Michael Bembas Ed Carter Cathy Harris Wendy Meldrum Jacob Skarbek

To: City Manager- Denice Gerstenberg

From: Algonac Water Plant Superintendent - Joshua Stewart

Subject: High Service Pump #3- VFD Replacement

Date: 8/5/2025

On June 27, 2025, Kennedy Industries was called to troubleshoot the High Service pump, which had tripped and would not run. They determined that the Variable Frequency Drive (VFD) has failed and needs to be replaced.

This pump serves as a backup. If another pump fails while this one is down, the plant may have trouble meeting high water demands as these pumps deliver water from the plant to the distribution system.

Attached is Kennedy Industries' invoice for \$1,260.00 for work performed to date, and a proposal for \$3,600.00 to replace the VFD and perform startup—bringing the total cost to \$4,860.00. Kennedy Industries Inc, is located at P.O. Box 930079, Wixom, MI 48393. Any questions please feel free to contact me.

Thank you,

Joshua Stewart

Algonac Water Plant Superintendent

(810)794-3281

Waterplant@cityofalgonac.org



	INVOICE	
DATE	NUMBER	PAGE
7/28/2025	647444	1 of 1

B ALG500

I CITY OF ALGONAC

ALGONAC WTP

805 SAINT CLAIR RIVER DRIVE

T ALGONAC, MI 48001

S CITY OF ALGONAC

H 1530 ST. CLAIR RIVER DRIVE

ALGONAC, MI 48001

Т

0

ATTENTION:

JOSHUA STEWART

810-794-3281

waterplant@cityofalgonac.org

CUS	TOMER R	EF/PO#	JOB #	DAY	JOB TITLE	SLP	SHIPPING T	YPE	TERMS
NA		0129455	W	ATER FILTERATION PLANT, FIELD SERVICE, WATER	JSB/CAG	FIELD SERVI	CE	NET 30	
QUANTITY B/O Ship		PAR	T NO.		DESCRIPTION			UNIT PRICE	EXTENDED
0.00	1.00	ALG500		-	CITY OF ALGONAC			\$1,260.00	\$1,260.00

0.00 1.00 ALG500 CITY OF ALGONAC

KENNEDY INDUSTRIES PROVIDED (1) FIELD SERVICE

TECHNICIAN ONSITE ON 06/27/2025. PLEASE SEE THE ATTACHED SERVICE REPORT.

TOTAL REFLECTS THE BELOW:

(4) HOURS OF LABOR, MILEAGE AND FUEL SURCHARGE

PLEASE REMIT TO: KENNEDY INDUSTRIES, INC. P.O. BOX 930079 **WIXOM, MI 48393**

> This involce is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 6/2023) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website

*TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE *A 7% PER ANNUM SERVICE CHARGE SHALL BE APPLIED TO ANY BALANCE *CREDIT CARD PAYMENTS ARE SUBJECT TO AN **ADDITIONAL 3% CHARGE**

SUBTOTAL: \$1,260.00

TAX: \$0.00

\$1,260.00 TOTAL:

P.O. Box 930079 Wixom, MI 48393 - 4925 Holtz Drive Wixom, MI 48393 - Phone: 248-684-1200 - Fax: 248-684-6011



QUOTATION						
DATE	NUMBER	PAGE				
7/2/2025	0064928	1 of 1				

B ALG500	Accepted By:			
L CITY OF ALGONAC L ALGONAC WTP	Date:			
T 805 SAINT CLAIR RIVER DRIVE O ALGONAC, MI 48001	PO#:			
	Ship To:			

ATTENTION:

JOSHUA STEWART

810-794-3281

waterplant@cityofalgonac.org

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
QUOTE	WATER FILTRATION PLANT, ALTIVAR VFD, VARIOUS	SAH/KNF	FIELD SERVICE
OTY DESCRIPTION			

FIELD SERVICE LABOR REQUIRED:

KENNEDY INDUSTRIES WILL PROVIDE (1) FIELD SERVICE TECHNICIAN ONSITE FOR THE REMOVAL OF EXISTING VFD, INSTALL OF (1) NEW ALTIVAR VFD.START UP, TEST RUN, AND VERIFY PROPER OPERATION.

PRICE AND LEAD TIME ARE BASED OFF CURRENT MARKET PRICING AND AVAILABILITY AND ARE SUBJECT TO CHANGE — PLEASE NOTE QUOTE IS VALID FOR 30 DAYS. PLEASE PROVIDE WRITTEN OR VERBAL AUTHORIZATION SO THAT WE MAY RESPOND TO YOUR REQUIREMENTS.

IF YOU HAVE QUESTIONS, COMMENTS, OR ARE IN NEED OR ANY ADDITIONAL INFORMATION, PLEASE FEEL FREE TO CONTACT ME AT (248) 529-2934.

SINCERELY, JOSHUA HALLOCK JHALLOCK@KENNEDYIND.COM

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 6/2023) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

QUOTE VALID FOR 30 DAYS. QUOTE DOES NOT INCLUDE ANY TARIFFS OR ESCALATION UNLESS NOTED ABOVE. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE. NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL. PAYMENT TERMS: NET 30

TOTAL:

\$3,600.00



Item No: 11c

Meeting: 8.19.2025

Business of the Algonac City Council

Agenda Statement

Item Title:

To approve 2025-26 Ground Storage Tanks/Water Tower Inspection:

\$6,210.

Submitted by: Josh Stewart, Water Plant Supervisor

Summary

EGLE requires ground storage tanks and water tower inspections every 5 years.

Two (2) quotes were received:

		Nelson Tank Eng.	Pittsburg Tank & Tower
Ground Storage Tank 1530 SCRD	250,000 Gal	\$4,250	\$1,275
Ground Storage Tank 1530 SCRD	250,000 Gal	\$4,300	\$1,275
Ground Storage Tank 1530 SCRD	200,000 Gal	\$4,300	\$3,150 inspection w/cleanout
Watersphere 794 St. Clair Blvd	500,000 Gal	\$4,650	\$1,275
Reporting		\$1,600	included
Lead testing		\$160	included
TOTAL		\$19,260	\$6,210**

^{**}Pittsburg's quote is \$6,975 but a discount is applied if all four tanks are done at once.

\$20,000 was allocated in the FY 2025-2026 budget for this service.

Suggested Action

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve 2025-2026 ground storage tanks and water tower inspections with Pittsburg Tank & Tower Group, whose address is 1 Watertank Place, PO Box 1849, Henderson, KY 42419 in the total amount of \$6,210.00.

APPROVED/Denied



1 Watertank Place PO Box 1849 Henderson, KY 42419 P: 270-826-9000

F: 270-767-6912 www.pttg.com

Wednesday, August 13, 2025

Josh Stewart
Water Superintendent
City of Algonac
1530 St. Clair River Drive
Algonac, MI 48001
810-794-3281
waterplant@cityofalgonac.org

Josh,

Since 1919, Pittsburg Tank & Tower Group Maintenance Division has been providing tank services to our customers in over 60 countries, proudly making us a Global Company. Our wealth of experience encompasses all aspects of tank maintenance services, from paint and repair to dismantle and inspections. Our expertise expands beyond maintenance to tank design, fabrication, erection and professional engineering services for new tanks and modifications to existing tanks, including raising, lowering and moving services.

Having been ranked in the Top 600 Specialty Contractors and among the top 15 steel erectors according to Engineering News Record, it was natural to expand our offerings into the Custom Engineering and Manufacturing Industry. Our sister company, Allstate Tower Inc., manufactures structural steel components for towers and agricultural material handling, including complete turn-key systems and installation services.

At Pittsburg Tank & Tower Group, it's not only about the products we produce, but the people as well. Being a family-operated company with a commitment to the Safety and Health of our family of employees, we have worked with the Commonwealth of Kentucky's Labor Cabinet to achieve our SHARP Certification (Safety and Health Achievement Recognition Program), and we are recognized as a Drug Free Workplace in accordance with the standards set forth by the regulation; 803 KAR 25:280 Certification of Drug-Free Workplace.

We are proud to provide you with this proposal and look forward to working with you should you decide to accept it. To accept the proposal, simply sign and date one (1) copy and return it to our Henderson, KY office either by mail, fax or email.

Please feel free to contact us should you have any questions or concerns, or simply want to discuss the proposal further.

Respectfully,

Pittsburg Tank & Tower Group Maintenance Division

Michael Gish Account Executive 270-826-9000 Ext: 4607 (270) 854-1422 Fax mgish@pttg.com



1 Watertank Place PO Box 1849 Henderson, KY 42419

P: 270-826-9000 F: 270-767-6912 www.pttg.com

Wednesday, August 13, 2025

Josh Stewart
Water Superintendent
City of Algonac
1530 St. Clair River Drive
Algonac, MI 48001
810-794-3281
waterplant@cityofalgonac.org

In accordance with the price, terms and conditions listed herein, we propose to furnish all labor, materials, equipment and insurance necessary to perform the work quoted. Please initial in the column next to your service selection.

Tank Type	Tank Address	Cap. Gal	Dia.	Const. Type	<u>Service</u>	Insp. Only	Initial	Insp. with Cleanout	Initial
Ground Storage Tank A	1530 St. Clair River Drive Algonac MI 48001	200,000	32'	Welded	ROV Inspection w/ Cleanout	N/A		\$3,150.00	
Ground Storage Tank B	1530 St. Clair River Drive Algonac MI 48001	250,000	39'	Bolted	ROV Inspection	\$1,275.00		N/A	
Ground Storage Tank C	1530 St. Clair River Drive Algonac MI 48001	250,000	39'	Bolted	ROV Inspection	\$1,275.00		N/A	
Watersphere Tank D	794 St. Clair Blvd Algonac MI 48001	500,000	56'	Welded	ROV Inspection	\$1,275.00		N/A	

Price would be \$6,210.00 if all (4) tank's work is able to be done in the same mobilization.

Inspection of tank(s) will be for compliance with the following codes and standards:

AWWA, EPA, OSHA, TSS

Inspection | 60186 Page 1 of 4



1 Watertank Place, PO Box 1849, Henderson, KY 42419 P: 270-826-9000 F: 270-767-6912 www.pttg.com

Wednesday, August 13, 2025

STEP 1: Perform Interior Inspection

- Please note, our Remote Operated Vehicle (ROV) unit requires, at minimum, a 16" diameter manway/opening.
- The interior in-service inspection will be performed using our ROV Inspection Robot and the exterior will be inspected by our personnel trained in OSHA regulations utilizing fall protection equipment. Tank is to remain full during internal inspection.
- This inspection will check for deficiencies and meet tank inspection requirements of OSHA, EPA, AWWA and NFPA. All structural, sanitary, safety, security and coating conditions will be reviewed. Items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatch, and external overflow. Any emergency items will be brought to Owner's attention by our Inspector personnel.
- Owner will receive a detailed written report of findings with photographs, DVD of inspection, corrective recommendations and cost estimates.
- The following tests shall be performed during the inspection: Lead check Interior & Exterior (Only applicable to tanks erected prior to 1990), Mil thickness test (coating thickness) Exterior only, Cross hatch test (paint adhesion) Exterior only, Ultra-sonic test of tank shell Exterior only. *If the tank is insulated, these tests are limited to exposed tank accessories only. Ultra-sonic thickness testing or mil readings of the shell or roof would require sections of the insulation to be removed to allow for proper testing. On spray foam insulated tanks, we will cut out various sections of foam to allow for the readings to be taken and the areas will then be repaired with aerosol foam cans. Panel insulated tanks will be repaired by installing inspection ports that will allow for continued use on future inspections. This would be done at an additional cost per port.

STEP 2: Perform Interior Clean Out

An interior in-service cleanout of sediment from the tank floor is not to exceed three (3) inches. Additional accumulation will be priced at \$300/hour after 3 inches. The interior cleanout will be performed using our Remotely Controlled Submersible Vehicle. The tank cannot have more than 12' of open head space from the top of the water to the top of the tank during the internal cleanout.

Our price is based on dimensions acquired from the Customer, who understands that if the size of the tank is larger than implied, our price will be adjusted accordingly.

- Debris and sediment will be placed on the ground or in a customer designated drainage area within 50' of the tank base. The customer is to provide an area for disposal of all debris, sediment and water generated from the robotic cleanout.
- The majority of sediment will be removed from the tank with the robotic equipment; however the customer understands that 100% removal of sediment and debris cannot be attained without draining the tank.
- Please note that our ROV cleanout robot requires at least a 24" (round or square) opening.
- If the interior access ladder impedes the manway and restricts access to the tank interior with our ROV cleanout robot, the Owner agrees that the top few rungs may be removed to gain access to the tank as long as the structural integrity of the interior access ladder will not be compromised.
- If any other tank accessories impede the opening, the Owner agrees that necessary modifications may be made, which will be in accordance with AWWA,
 to gain access to the tank.
- In the event it becomes necessary to drain the tank once we are on site, draining shall be performed by the Owner.
- If the Owner does not allow us to make the necessary modifications to the tank and the ROV cleanout robot cannot access the tank, a mobilization fee
 will be charged.
- Please Note, Owner is responsible for the water discharge process. PTTM will provide piping of up to 100' to direct discharge from the tank. Owner's representative will direct where the water is discharged to.

Please Note: In the event it becomes necessary to drain the tank once we are on site, draining shall be performed by Owner.

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Wednesday, August 13, 2025

Minimum Codes for Inspections NFPA 25-2014 AWWA M-42 2013

- NFPA 25-2014; 9.2.6.1.1 States, "The interior of steel tanks without corrosion protection shall be inspected every 3 years."
- NFPA 25-2014; 9.2.6.1.2 States, "The interior of all other types of tanks shall be inspected every 5 years."
- NFPA 25-2014; 9.4.5 States, "Silt shall first be removed during interior inspections or more frequently, as needed, to avoid accumulation to the level of the tank outlet."
- AWWA M-42-2013 Periodic Inspection States, "The tank should be inspected at least once every 3 to 5 years or as required by state regulatory agencies. A drained "dry" evaluation or an underwater evaluation performed by robotic inspection are popular methods."
- AWWA M-42 2013 Tank Washouts states, "Tanks should be washed out and inspected at least once every 3 years, and where water supplies have sediment problems, annual washouts are recommended."

DISINFECTION PROCEDURE FOR "ROV INSPECTION UNIT"

- 1. Once our crew arrives on site, a chlorine solution made of 3/4 water and 1/4 chlorine bleach is mixed in a plastic spray bottle.
- 2. The ROV unit is removed from the case and placed on plastic. An inspection crew member, wearing plastic latex gloves, then sprays thoroughly the plastic and all exterior portions of the ROV unit using the chlorine solution.
- 3. A plastic bag is then also thoroughly sprayed on the outside and inside with the same chlorine solution. The ROV unit is then immediately placed into the plastic bag and the bag is tied secure.
- 4. The unit remains in the bag until the crew completes the external portion of the tank inspection.
- 5. When time for the internal inspection, the unit is carried to the top of the tank, removed from the plastic bag and placed in the water.

For more information about our inspections, please go to Tank Inspection Information.

Definitions

ROV: Remote Operated Vehicle

NA: Used in the cleanout column and indicates tank construction type prevents an ROV Cleanout from being performed.

Inspection | 60186 Page 3 of 4



Wednesday, August 13, 2025

Terms & Conditions

- 1) Prior to start of work, Owner will be furnished a certificate of insurance covering Workman's Compensation, Occupational Disease, Employer's Liability, and General Liability.
- 2) If tank is to be drained prior to our arrival, it shall be drained by owner, if it becomes necessary to drain the tank while on site, it must be drained by the Owner/Customer.
- If needed a pressure release valve will be furnished during the cleaning and painting operation. Owner required to notify PTTM prior to mobilization if required.
- 4) In the event interior and/or exterior complete tank repainting is not included in this scope of work, all new tank appurtenances furnished and installed by PTTM as part of this scope of work shall be field primed and finish coated to match existing coating system(s), unless specifically excluded from our scope of work. Color to match as close as possible.
- 5) No paint shall be applied during wet, damp, or inclement weather.
- 6) All paint will be delivered to the job site in original containers with contents identified by the manufacturer.
- 7) If necessary, customer will be required to clear/move vehicles and equipment a safe distance from the job site to prevent damage and place physical barricades around the perimeter to restrict access.
- 8) Work to be performed using our standard wage scale with Open Shop personnel, by mechanics skilled in their trade.
- 9) All workmanship is guaranteed for twelve (12) months after completion.
- 10) Owner is to provide dumpster(s) for trash, paint consumables, blast media, and all other waste produced during course of job, including disposal of said waste.
- 11) Handling, removal, and/or disposal of hazardous or contaminated material (e.g., asbestos, lead, chemicals, heavy metals, etc.) requiring special handling or transportation to a specific disposal site are not included in the submitted quotation for work. Unless specifically included in our scope of work.
- This quote does not provide for the shrouding or containment of blast media and paint.
- 13) Owner understands and agrees any Federal, State, and Municipal taxes imposed on Contractor with respect to the outlined work are additional expenses not included in the contract and further assumes the obligation of paying said additional costs incurred by Contractor. PTTM does not include costs for any permits, local licenses, fees, etc. in this proposal.
- 14) OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law.
- 15) In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky.
- 16) OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

TERMS

50% with Order; Balance upon Completion OR Mutually Agreed Payment Terms
MasterCard, Visa and American Express are accepted, with prior authorization
Payments made by credit card will be subject to a processing fee of 3%.
Interest will be applied to payments not received in accordance to payment terms.

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal. OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS

Accepted	:	, 2025	Respectfully Submitted by:
Company	: City of Algonac		Pittsburg Tank & Tower Group Maintenance Division
Ву	:	Ву	\$
			Jordan Pyles, Executive Director of Sales
			jpyles@pttg.com
Title	:		270-869-9400 Ext: 4601

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved New and Used Tanks

Inspection | 60186 Page 4 of 4



PROPOSAL AND CONTRACT AGREEMENT

This agreement between the CITY OF ALGONAC (OWNER) and NELSON TANK ENGINEERING and CONSULTING, INC. (CONSULTANT) for consulting services on 4-Water Storage Tanks (PROJECT) at VARIOUS LOCATIONS is as follows:

The OWNER agrees to engage the services of the CONSULTANT for services hereinafter set forth.

- A. CONSULTANT agrees to perform services as detailed in the attached Section I.
- B. OWNER agrees to pay CONSULTANT, for services rendered, the sum of Nineteen Thousand Two Hundred Sixty Dollars (\$19,260). Terms of Payment shall be detailed in Section II.
- C. Additional services performed by CONSULTANT requested by the OWNER which are not within the proposed scope of services as defined in Section I, shall be paid to the CONSULTANT in accordance with time and material fees per Section III plus reimbursable expenses.
- D. The OWNER and CONSULTANT agree to the conditions as set forth in the attached General Provisions of the agreement.

This contract format shall include this cover sheet, Sections I, II, III and General Conditions. Any changes in this CONTRACT shall be made by written addendum.

Deb Otberg		February 12, 2025
Proposed by CONSULTANT		Date
Contract Approved by CONSULTANT		Date
Contract Approved by OWNER	(Title)	Date
Cosignature (If Required)	(Title)	Date

SECTION I

Maintenance Inspection – ROV Method 200,000-Gallon Ground Storage Tank 250,000-Gallon Ground Tank – East 250,000-Gallon Ground Tank – West 500,000-Gallon Elevated Tank

I. Scope of Services Performed by Owner

- A. Operate the system with the tank out of service, which includes the operation and monitoring of pressure relief valves if necessary.
- B. Perform bacteriological testing on the water supply upon completion of the inspection tank to service. Two consecutive samples are recommended at 24-hour intervals per AWWA C-652-86 chlorination method No. 2.
- C. For an inspection to be conducted with the tank in service, free chlorine residual readings must remain above .5 ppm before and after the inspection, per AWWA C-652. Inspection must be conducted when positive flow into the tank is maintained and rates into or out of the water storage facility are minimal.
- D. Provide access to the tank site and keys for any locks on the structure including pit if applicable.
- E. Maintain water level at or near overflow level.
- F. Provide assistant to provide information on past history, locate valves and electrical source.
- G. By signing this contract, it is understood that the Owner's personnel are covered by the Owner's insurance. The health and safety of the Owner's personnel shall not be covered under Consultant's general liability. The Owner's personnel are, therefore, advised against climbing the structure unless adequate liability insurance is in effect.

II. Scope of Services Performed by Consultant

- A. Perform underwater remote operated vehicle (ROV) inspection in accordance with EGLE Suggested Practices for Underwater Inspections (April 2003, Rev.)
- B. Disinfect equipment prior to entering potable water supply with no less than 200 mg/l free chlorine.
- C. Review the tank's interior coating for remaining intact and anticipated life. Review interior surfaces and appurtenances for possible structural damage from icing or corrosion. Damages shall be quantified by extrapolation of a measured area and, therefore, are estimates.
- D. Review the exterior coating and perform adhesion tests where coating adhesion is questionable.
- E. Review exterior appurtenances for damage due to corrosion or external loading.
- F. Review the exterior of the exposed foundations.
- G. Review safety requirements for ladders, cages, etc., interior and exterior.
- H. Review tank for potential contamination sources.
- I. The identification of existing coatings will be provided where accurate records of application have been maintained. In the event no records are available, coating identification shall be attempted by age, appearance, environmental service and by conventional industry applications of materials.
- J. Prepare a report documenting condition of structure and recommendations for repair. A schedule for repair shall be provided, including opinion of probable costs. Photographs or video will be provided showing evidence of the structure's condition.
- K. Sample coating for lead using SCITUS Lead Detection Testing Swabs. The results are used as an indicator of possible hazardous materials.
- L. Prepare EGLE Rooftop Inspection Certification report documenting condition including photographs.

SECTION II

Maintenance Inspection – ROV Method 200,000-Gallon Ground Storage Tank 250,000-Gallon Ground Tank – East 250,000-Gallon Ground Tank – West 500,000-Gallon Elevated Tank

Fees for Article II, Items A - J, inspection and preparation of the report shall be lump sum in the amount of \$17,500.

200,000-Gallon Ground Storage Tank	\$ 4,250
250,000-Gallon Ground Tank – East	\$ 4,300
250,000-Gallon Ground Tank – West	\$ 4,300
500,000-Gallon Elevated Tank	\$ 4,650
TOTAL	\$17,500

- 2. The fee for Article II, Item K, Lead Detection Testing shall be lump sum in the amount of \$160 (1 sample each).
- 3. The fee for Article II, Item L, EGLE reports shall be lump sum in the amount of \$1,600.
- 4. Payment for services performed by the Consultant at the request of the Owner but not included in the original scope of work, Section I, shall be in accordance with time and material fees per Section III.
- 5. Invoicing shall be submitted upon completion of all work. Payment shall be made within 30 days' net. Account unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney fees.

SECTION III

Additional Service Fees

150 150 120
120
90
90
85
70
150
Unit Cost (\$)
1.20/mile
2.50/mile
170/diem
Business class
Full size auto
Unit Cost (S)
40
160
60

NELSON TANK ENGINEERING AND CONSULTING, INC. AGREEMENT

General Conditions

(Owner Document)

I. BASIC PROVISIONS

- A) The parties agree to deliver all executed documents upon signing of the Services Agreement.
- B) The Owner agrees to furnish Consultant with sufficient copies of all documentation necessary to contract for the work to be completed according to the Services Agreement.
- C) All times provided for in the Services Agreement shall commence upon the dates specified therein. Consultant shall commence work upon execution of the Services Agreement.
- D) Consultant shall verify all physical data, measurements and other information prior to the commencement of work and report any ambiguities, errors, conflicts or discrepancies to Owner. Consultant shall not be liable to the Owner for failure to report any such ambiguities, discrepancies, errors or conflicts unless Consultant knew or should have reasonably known of the same.
- E) Upon request and within a reasonable time of the execution of the Services Agreement, Consultant agrees to provide Owner with Certificates of Insurance or any other evidence of insurance as may be required. At this time, a preliminary conference with Owner shall be held if either party has unclarified questions or ambiguities with regard to the discharge of the Services Agreement.
- F) The parties intend that the Services Agreement along with all collateral documents thereto including this Schedule of General Provisions shall constitute all of the contract documents between the parties for the services to be rendered. It is the intention of the parties to adopt all business practices, trade customs and technical definitions as used in the construction industry pertaining to facilities in the interpretation of the Agreement. All ambiguities raised by either party to the Agreement shall be subject to interpretation in writing agreed to by the parties or as settled by mediation as provided herein.
- the Agreement shall be subject to interpretation in writing agreed to by the parties or as settled by mediation as provided herein.

 G) The Agreement and all collateral documents may be amended, supplemented, revised or deleted only by written document entered into by the parties which will include change orders as provided herein.

II. MATTERS PERTAINING TO THE AVAILABILITY OF OWNER'S FACILITIES

- A) The Owner shall furnish Consultant with unencumbered access to the facility as described in the Services Agreement along with all documentation deemed reasonably necessary by the Consultant as a condition precedent for the performance of Consultant's services.
- B) The Consultant may rely upon the technical information and physical data provided by the Owner with regard to the specifications, characteristics, dimensions and condition of the facility and other assets upon which the Consultant has been retained to work.
- C) Consultant may rely upon the technical information provided by the Owner in performing its services and shall not be responsible for errors based upon incomplete or erroneous data supplied by the Owner. If Consultant discovers any defects in the performance of services contracted for by the Services Agreement, Owner agrees to issue any necessary change orders providing for such additional work as necessary to correct the defect in question and to authorize payment for any and all additional services or material required by the Consultant to complete Consultant's services.
- D) Defects undiscovered by Consultant when estimating the work to be done under the Services Agreement, shall be called to the Owner's notice immediately upon discovery. Owner shall be responsible for the safety and protection of the Consultant with regard to any such unsafe conditions that exist with regard to the facility.

III. INSURANCE

- A) Consultant shall purchase and maintain such liability and other insurance as is appropriate for the services being rendered and furnished and will provide protection from claims which may arise out of Consultant's performance and furnishing of services and Consultant's other obligations under the Services Agreement whether to be performed by Consultant, subcontractor, or supplier or by anyone directly or indirectly contracted for or employed by them.
- B) Owner shall purchase and maintain such property, liability and other insurance as appropriate for risks attendant to the property upon which Consultant shall perform services and Owner shall make available for Consultant's inspection Certificates evidencing such coverage extending to Consultant, subcontractors and suppliers and include coverage for the respective officers and employees of such parties.
- C) All insurance coverages required by these general conditions shall be for not less than limits of liability required by the Services Agreement or the laws and regulations of the State of Michigan or the federal government. All insurance contracts identified to this Agreement shall contain provisions or endorsements that coverage shall not be canceled, materially changed or renewal refused without at least thirty (30) days prior written notice to the Owner and Consultant and to any other insured to whom a Certificate of Insurance has been issued.
- The Owner and Consultant intend that all policies purchased in accordance with this Article III will endeavor to protect the Owner, Consultant, subcontractors and suppliers and all other persons listed as additional insureds and will provide primary coverage for losses and damages. Any such policy purchased in accordance with this Agreement shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Additionally, the Owner waives all rights against the Consultant, subcontractors, consultants and the officers, Directors, employees and agents of any of them for any loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to the Owner's property caused by or arising out of fire or other peril, whether or not insured by Owner, and loss or damage to the completed project or part thereof caused by or arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the project by Owner and any policy issued in accordance with the terms of this Agreement shall contain provisions to the effect that in the event of payment of any loss, damage or consequential loss, the insurers will have no rights of recovery against any contractor, subcontractor, consultant and the officers, Directors, employees or agents of any of them.

IV. CONSULTANT'S RESPONSIBILITIES

- A) Consultant shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession to perform in accordance with the Services Agreement. Consultant shall be solely responsible for the means, methods, techniques, materials used, and procedures applied in fulfilling its services and shall be solely responsible for the appointment of individuals responsible for the performance of the services contracted for by the Services Agreement.
- B) Unless specified elsewhere to the contrary, Consultant shall furnish, be compensated for, and assume all responsibility for all materials, equipment, labor, transportation, equipment and other facilities necessary for the furnishing, performing, testing and completion of the services contracted for by the Services Agreement.
- C) Consultant shall adhere to the time schedule for completion of the Services Agreement advising Owner of any alterations necessary in the performance of such schedule and procure the Owner's written agreement, which shall not be unreasonably withheld with regard to any such changes.
- D) If, during the course of providing services in accordance with this Services Agreement, Consultant determines that other or equal material or procedures will accomplish the work contracted for by this Agreement, Consultant shall notify the Owner or its appropriate representatives following established change order procedures, if appropriate, and such substitution shall be approved by the Owner's representative unless clear and convincing evidence is shown that the Consultant's basis for substitution is wrong. In such case, if the Consultant continues to adhere to it's decision with regard to the above mentioned substitution and the Owner's representative refuses to approve a change order for the same, if necessary, Consultant may seek alternative dispute resolution of the issue as provided herein by mediation if the same will not substantially protract the time necessary for the completion of the rendition of services.

- E) If, in the performance of Consultant's services, other subcontractors or suppliers must be utilized, Consultant shall provide Owner with the identity of any proposed subcontractor or supplier. Consultant refuses to deal with any subcontractor or supplier against whom the Owner has made reasonable objection. If such subcontractor or supplier is rejected by the Owner and Consultant has made diligent inquiry as to an acceptable substitute but is unable to substitute for the objected subcontractor or supplier, Owner agrees to adjust the contract price as necessary for the hiring of replacement subcontractor or supplier.
- F) Owner with Consultant's assistance, shall obtain and pay for all permits and licenses, other governmental charges and inspection fees necessary for the completion of the services contracted for by this Services Agreement. This provision shall not be applied to relieve owner of its obligation for the payment of any costs the Owner has assumed by the Services Agreement.
- G) Consultant shall give notices and comply with laws and regulations concerning the performance of services contracted for by this Service Agreement. If Consultant knows the performance of services shall be in violation of law or regulation, the Consultant shall bear all claims, costs, losses and damages caused by Consultant's actions. Otherwise, Owner shall be responsible for any and all costs, claims, losses or other obligations arising from the inspection, ownership and maintenance of the facility.
- H) It shall be Consultant's responsibility to confine its activities to the premises on which the inspection services are rendered. After the rendition of services, Consultant agrees to remove all of its tools, appliances, equipment, machinery and surplus materials. The site shall be left clean and ready for use by the Owner after the completion of the rendition of services contracted for by the Services Agreement.
- 1) Consultant agrees that if any dispute should arise under the terms of this Services Agreement which is submitted to mediation, Consultant shall carry on with the rendition of services and adhere to the time schedule established for the completion of performance of services during all disputes or disagreements with the Owner. No services shall be delayed or postponed pending resolution of any dispute or disagreement except as otherwise permitted in accordance with these general conditions or as agreed to in writing with the Owner.
- J) Consultant agrees to indemnify and hold harmless Owner and it's officials, officers, Directors and employees to the fullest extent permitted by law from and against claims, costs, losses and damages (including reasonable legal fees and charges of other professional and all other dispute resolution costs) caused by or arising out of or resulting from the performance of the services rendered by Consultant incident to this Services Agreement provided that any such claim, cost, loss or damage is attributable to the negligent act, error or omission of the Consultant, subcontractor or supplier; provided, comparative negligence shall be taken into account in measuring Consultant's liability for damages hereunder.

V. OWNER'S RESPONSIBILITIES

- A) The Owner shall not supervise, direct or have control or authority over nor be responsible for Consultant's means, methods, techniques, or procedures of rendering services or for the safety precautions and programs incident thereto or for any failure of the Consultant to comply with laws and regulations applicable to the furnishing of performance of the services contracted for by this Services Agreement. Owner will not be responsible for Consultant's failure to perform or furnish the services in accordance with this Services Agreement. The Owner shall be responsible for providing a safe and hazard-free site upon which Consultant may perform its services.
- B) Owner represents that the authorized governing authorities of Owner have taken all steps necessary to approve the Services Agreement and to furnish Consultant with reasonable evidence of financial responsibility for the satisfaction of its payment obligation under the Services Agreement and that Consultant shall be paid in full for the rendition of services in accordance with the terms of the Services Agreement.
- C) Owner shall take no action to impede Consultant's rendition of services in accordance with this Services Agreement and has taken all steps necessary to coordinate the services and work performed on the site so as to not impair Consultant's ability to render services. To this end, Owner has designated its representative in dealing with Consultant who has full and complete authority to bind and represent the Owner with regard to any and all decisions necessary in the fullfillment of the Services Agreement. If no such representative has been designated, the designated representative of the Owner shall be any of its officers or its chief elected official.

VI. CHANGES IN WORK

- A) Within the parameters of services to be rendered by Consultant, Owner may, at any time or from time to time, order additions, deletions or revisions to the services to be rendered by Consultant; provided, Owner and Consultant have agreed to compensation for the same.
- B) Such additions, deletions or revisions will be authorized by written amendment or change order signed by the Owner's representative and acknowledged in writing by the Consultant. Upon receipt of any such acknowledged change order, Consultant shall promptly proceed with the services involved which will be performed under the applicable conditions of the contract documents except as amended.
- C) If the Owner and Consultant are unable to agree as to the extent, if any, of an adjustment in the contract price or an adjustment of the contract terms, allowed as a result of a change order or otherwise, Consultant agrees to continue and the Owner agrees to abide by the terms of the contract provided the parties mutually agree to submit the disagreement to mediation as provided for herein.

VII. PAYMENTS TO CONSULTANT AND COMPLETION

- A) Consultant shall be paid in accordance with the provisions of Section II of the Services Agreement provided that if there is a dispute as to the services rendered, Owner shall pay for all services rendered for which objection may not be reasonably made and provide Consultant with an accounting of those services performed for which objection is made and the basis therefore.
- B) Such dispute shall be submitted to mediation if the parties cannot otherwise agree to its disposition.
- C) Consultant acknowledges that title to all materials and equipment covered by any payment from Owner to Consultant whether incorporated in the services rendered or not will pass to the Owner no later than the time of payment as specified in Section II of the Services Agreement free and clear of all liens.

VIII. TERMINATION OR SUSPENSION OF SERVICES

- A) The Owner may suspend services by the Consultant at any time and without cause provided Consultant has been paid to date for services rendered under the Services Agreement. Any resumption of services authorized by the Owner shall only be in accordance with terms, conditions and contract price as agreeable by
- B) Consultant may cease rendering services under this Services Agreement if, through no act or fault of the Consultant, the performance of services under the Agreement has been materially impaired in which case Consultant may refrain from rendering additional services until satisfactory payment for services rendered and to be rendered has been made by the Owner and the impairment has been corrected.
- C) If, prior to the rendition of services under the Services Agreement, conditions materially change through the application of force majeure, the Consultant's obligation for the performance of services by the Owner's obligation for the payment for same may be excused.

IX. DISPUTE RESOLUTION

A) The Owner and Consultant agree that should any dispute arise between them with regard to any term and/or condition of the Services Agreement, the parties mutually consent to mediation.

X. MISCELLANEOUS

- A) The Services Agreement shall be binding upon and inure to the benefit of the successors, representatives and assigns of the parties hereto; provided, that due to the personal services nature of the Agreement, it shall not be subject to assignment by the Consultant.
- B) Any notice required in accordance with the terms of this Agreement shall be effective and binding if made to the parties at their last business address known to the giver of the notice.
- C) The duties and obligations imposed by these general conditions and the rights and remedies available hereunder to the parties hereto, are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by law or regulation.



Business of City Council

Item No: 11d Meeting: 8.19.2025

Agenda Statement

Item Title: To approve Algonac Swimming Pool Project Pay Application #8:

\$453,572.25.

Submitted by: Denice A. Gerstenberg, City Manager

Summary

Attached is Pay Application #8 for the Algonac Pool Project. Architect George J. Hartman reviewed the application for accuracy of accounting and construction completion percentages. This application covers the billing period June 1, 2025, to June 30, 2025. Previous payments are noted below:

11/19/2024	Pay Application #1	\$175,977.00
12/17/2024	Pay Application #2	\$184,011.30
1/7/2025	Pay Application #3	\$192,358.89
3/18/2025	Pay Application #4	\$63,000
4/15/2025	Pay Application #5	\$333,781.83
6/3/2025	Pay Application #6	\$727,454.45
7/15/2025	Pay Application #7	\$282,998.99

City Council awarded this project on August 20, 2024, to low bidder, Robert Clancy Contracting, Inc., in the bid amount of \$2,924,301. The city was successful in receiving a Michigan Natural Resources Trust Fund grant of \$300,000, a Michigan Economic Development Corporation Revitalization & Placemaking grant of \$400,000 and \$1,000,000 from Senator Kevin Hertel.

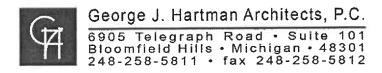
Suggested Action

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve Algonac Swimming Pool Project Pay Application #8 to Robert Clancy Contracting, whose address is 9342 Marine City Highway, Casco, MI 48047, in the amount of \$453,572.25.

APPROVED/Denied



August 5, 2025

Ms. Denice Gerstenberg, City Manager City of Algonac 805 St. Clair Drive Algonac, MI 48001

Re: Algonac Pool Project

Robert Clancy Contracting, Inc. Payment Application #8

Dear Ms. Gerstenberg,

Attached with this letter is Robert Clancy Contracting, Inc. Payment Application #8 for the City of Algonac Pool Project. This application covers the billing period from June 1, 2025 to June 30, 2025.

The payment application has been reviewed for accuracy of accounting and the construction completion percentages indicated on the application. I conducted an on-site visit on Tuesday, July 22, 2025 to ascertain the values requested in this application. Based on that visit, I am reducing the certified payment amount by \$5,000.00 due to incomplete work by Vortex on the splash pad features.

The percentage of work complete and the payment amount requested for each category of work is shown on the Continuation Sheet which is the second and third pages of the application. The last sheet is a sworn statement provided by Clancy Contracting to validate the payment request as it pertains to subcontractors and suppliers. Retention of 10% is held on all billed amounts. This payment application has been certified in the amount of \$453,572.25.

Please place this item on the next available City Council agenda for payment processing.

Please contact me if you have any questions on these documents.

Sincerely,

GEORGE J. HARTMAN ARCHITECTS, P.C.

George J. Hartman, R.A. President

Att.: Robert Clancy Contracting, Inc. Payment Applications #8

APPLI	CATION AND CERTIFICATION	ON FOR PAYMEN	τ				
TO:	City of Algonac	PROJECT:	Algonac Community Outdo	or APPLICATION #.	8	Distribution to:	
	805 St. Clair Drive		Pool & Equipment Room	INVOICE #:	12850	ow	/NER
	Algonac, MI. 48001		1833 Michigan St				
			Algonac, MI 48001	PERIOD TO:	6/30/2025		CHITECT
FROM CO	ONTRACTOR:					X COI	NTRACTOR
	Robert Clancy Contracting, Inc.	VIA ARCHITECT:					4
	9342 Marine City Hwy.			PROJECT#			1
CONTRA	Casco Twp., Ml. 48064 CT FOR: Remove & Replace Comm	unity Curimming Daol R	uild Equipment Room Addit	ion CONTRACT DATE:	8/20/2024		
	RACTOR'S APPLICATION F			The undersigned Contractor			
	n is made for payment, as shown below, ion Sheet is attached.	in connection with the Con		information and belief the \ completed in accordance w			
Continuat	on sheet is attached.		1	the Contractor for Work for	which previous C	ertificates for Payment	were issued and
			I	payments received from the	e Owner, and that	current payment show	vn herein is now due.
1 ORIGIN	AL CONTRACT SUM	Ś	2,924,301.00				
	ange by Change Orders	\$		CONTRACTOR:	1 1		1
	ACT SUM TO DATE (Line 1 ± 2)	\$	2,971,409.10	1	1.011		// /
4. TOTAL	COMPLETED & STORED TO	\$	2,686,838.57	11.17	9/11/		11.1 152025
DATE			(V COVERED	Clane	9 Dat	e: yusy says
S. RETAIN		268,683.86		State of: Mechiga	w 1	County on St	- Clabe
	0 % of Completed Work \$	200,003.00	•		fore me this 19	day of Stul	4 2025
ь.	% of Stored Material \$			Notary Public:	M Bowe	a O	JOAN M. BOWEN
(Co	olumn F on Cont Sheet)			My Commission expires:	eliripara	10,2031	NOTARY PUBLIC, STATE OF MI
Tota	l Retainage (Lines 5a + 5b or		-	0 -0	- 12		MY COMMISSION EXPIRES Feb 10, 2031
Tot	al in Column I of Cont Sheet)	\$,	ARCHITECT'S CER			ACTING IN COUNTY OF SI MA
6. TOTAL	EARNED LESS RETAINAGE DEGUC	t \$5,000.00 Vortex		n accordance with the Cont			
	ne 4 Less Line 5 Total) QUE 10	Vortex		omprising the application,			
	EVIOUS CERTIFICATES FOR INCOM	piete work. 🛬		Architect's knowledge, Info he quality of the Work is in			
	NT (Line 6 from prior Certificate) NT PAYMENT DUE	۶. د		s entitled to payment of the			
	E TO FINISH, INCLUDING RETAINAGE	Ś	553,254.39	,			
	ne 3 less Line 6)			MOUNT CERTIFIED	\$ 45	3,572.25	
		ADDITIONS	DEDUCTIONS (Attach evaluation if amou	nt certified differs	from the amount appl	ied. Initial all figures on this
Total ch	CHANGE ORDER SUMMARY anges approved	ADDITIONS	DEDUCTIONS (Application and on the Cant	inuation Sheet tha	t are changed to confo	orm with the amount certified.)
	ous months by Owner	\$66,619.10	\$25,965.00 A	ARCHITECT:	CILLA		
Total ap	proved this Month	\$6,454.00	\$0.00 E	sy:	JOHN .	Dat	_{e:} 8.5.25
TOTALS		\$73,073.10	\$25,965.00 T	his Certificate is not negoti contractor named herein. Is	able. The AMOUN	IT CERTIFIED is payable and acceptance of pay	e only to the ment are without
NET CHA	ANGES by Change Order	\$47,108		rejudice to any rights of the			

CONTINUATION SHEET

PAGE 2 OF 4 PAGES

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 7/1/
PERIOD TO: 6/30

7/14/2025 6/30/2025

ARCHITECT'S PROJECT NO:

Algonac Community Swimming Pool & Equipment Room

	8	С	D	E	F	G		н	1	
EM		SCHEDULED	WORK COM	PLETED	MATERIALS	TOTAL	%	BALANCE	RETAINAGE	
СΙΥ: ΙΟ.	VALUE		FROM PREVIOUS		PRESENTLY	COMPLETED	(G + C)	TO FINISH	(IF VARIABLE	
			APPLICATION (D + E)	THIS PERIOD	STORED (NOT IN D & E)	AND STORED TO DATE		(C - G)	RATE)	
		SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE	
EM		SCHEDOLLD	World Control							
1	Division # 1 General Conditions	\$558,898.00	\$429,923.50	\$6,902.00	\$0.00	\$436,825.50	78.16%	\$122,072.50	\$43,682.55	
	Division # 3		1						40 004 00	
,	Concrete Slab	\$35,617.00	\$25,195.50	\$10,421.50	\$0.00	\$35,617.00	100.00%	\$0.00	\$3,561.70	
	Concrete Site Work	\$92,651.00	\$77,417.00	\$15,234.00	\$0.00	\$92,651.00	100.00%	\$0.00	\$9,265.10	
	Footings	\$198,434.00	\$198,434.00	\$0.00	\$0.00	\$198,434.00	100.00%	\$0.00	\$19,843.40	
	Precast Balance Tank	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$3,500.00	
		\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$2,500.00	
_	Precast Slab	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$800.00	
7	Supply Base for Concrete Ramps	\$8,000.00	\$0,000.00	*****			t 18		ii.	
	Asphalt	\$5,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,800.00	\$0.00	
8	Asphalt	\$5,800.00	\$4,50	\$0.00	•					
	Division # 4		4-4	\$6,190.80	\$0.00	\$67,563.00	100,00%	\$0.00	\$6,756.30	
9	Masonry	\$67,563.00	\$61,372.20	\$6,190.60	\$0.00	\$07,505.00				
	Division # 5			40.00	\$0.00	\$2,274.00	100.00%	\$0.00	\$227.40	
10	Beams	\$2,274.00	\$2,274.00	\$0.00		\$99,476.90	53.69%	\$85,792.10	\$9,947.69	
11	Railings	\$185,269.00	\$4,512.00	\$94,964.90	\$0.00		100.00%	\$0.00	\$696.90	
12	Dumpster Gate & Post	\$6,969.00	\$6,969.00	\$0.00	\$0.00	\$6,969.00	100.00%	30.00	\$050.50	
	Division # 7							40 505 50	\$41.50	
13	Waterproofing	\$4,000.00	\$415.00	\$0.00	\$0.00	\$415.00	10.38%	. \$3,585.00		
	Gutters	\$2,922.00	\$2,922.00	\$0.00	\$0.00	\$2,922.00	100.00%	\$0.00	\$292.20	
	Division # 8									
10	Doors	\$11,000.00	\$3,020.57	\$7,979.43	\$0.00	\$11,000.00	100.00%	\$0.00	\$1,100.00	
	Windows	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00	
10		, , , , , ,								
	Division # 9	\$5,500.00	\$0.00	\$5,500.00	\$0.00	\$5,500.00	100.00%	\$0.00	\$550.00	
1/	Paint	\$3,500,50	200			No. 1		To the same state of the same	2 YAN WE	
	Division#14Deduct \$5,000.00	\$1,280,000.00	\$1,000,035.90	\$279,964.10	\$0.00	\$1,280,000.00	100.00%	\$0.00	\$128,000.00	
18	Vortex incompletion	\$1,280,000.00	21,000,033.50	ψΕ/ 5/30 H20						
	Division # 22	472 257 00	\$45,763.07	\$0.00	\$0.00	\$45,763.07	62.38%	\$27,603.93	\$4,576.31	
19	Plumbing	\$73,367.00	\$45,763.07	\$0.00	\$3.00	\$.5,r = 3.6 s				
	Division # 23		¢2 000 00	\$29,100.00	\$0.00	\$32,000.00	100.00%	\$0.00	\$3,200.00	
20 HVAC \$32,000.00 \$2,900.00 \$0.00 \$32,000.00 100.00%										
	GRAND TOTALS	IOTALS ON CONTINUATION FACE # 3								

CONTINUATION SHEET

PAGE 3 OF 4 PAGES

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
APPLICATION DATE: 7/14/2025

PERIOD TO: 6/30/2025

ARCHITECT'S PROJECT NO:

Algonac Community Swimming Pool & Equipment Room

_	В	C	D	E	F	G		H	1	
A TEM	DESCRIPTION OF WORK	SCHEDULED	WORK COM	PLETED	MATERIALS	TOTAL	%	BALANCE TO FINISH	RETAINAGE (IF VARIABLE	
NO.		VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	PRESENTLY STORED (NOT IN D & E)	COMPLETED AND STORED TO DATE	(G + C)	(C - G)	RATE)	
			(D+E)		MATERIALS	TOTAL	96	BALANCE	RETAINAGE	
TEM	DESCRIPTION OF WORK	SCHEDULED	WORK COM	PLETED	IVIATERIAL	10174				
21	Division # 26 Electrical	\$112,837.00	\$72,426.00	\$31,668.00	\$0.00	\$104,094.00	92.25%	\$8,743.00	\$10,409.40	
	Install Electrical Service by DTE with Transfor	rmer						40.00	60,000,00	
22	DTE Service	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	100.00%	\$0.00	\$8,000.00	
23	Division # 32 Underground & Demolition	\$85,200.00	\$76,680.00	\$0.00	\$0.00	\$76,680.00	90.00%	\$8,520.00	\$7,668.00	
	Landscaping	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00	
25	COR.#.1.— Gas System Installation Changes upgrade to a 2 pound meter & install regulators VOID									
26	CO # 2 REV 1 - Remove & replace existing concrete footing	\$25,569.10	\$25,569.10	\$0.00	\$0.00	\$25,569.10	100.00%	\$0.00	\$2,556.91	
27	CO # 3 REV 1 - Sanitary Sewer Reroute	\$16,950.00	\$16,950.00	\$0.00	\$0.00	\$16,950.00	100.00%	\$0.00	\$1,695.00	
28	CO # 4 REV 1 - Exploratory excavation	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$250.00	
29	COR#5 Alternate fence installation									
30	CO # 6 REV 1 - Balance tank relocation - Credit for smaller balance tank approved	(\$2,000.00)	(\$2,000.00)	\$0.00	\$0.00	(\$2,000.00)	100.00%	\$0.00	(\$200.00)	
31	CO # 7 REV 1 - Addt'l painting of existing building per drawing dtd 3-31-2025	\$21,600.00	\$0.00	\$21,600.00	\$0.00	\$21,600.00	100.00%	\$0.00	\$2,160.00	
32	COR#8 - Fencing Revision: Option#1 - Base bid deduct from original contract	(\$23,965.00)	(\$23,965.00)	\$0.00	\$0.00	(\$23,965.00)	100.00%	\$0.00	(\$2,396.50)	
_				TO	TALS CONTINUED O	N NEXT PAGE				
	GRAND TOTALS	TOTAL CONTRIBUTE ON THE TOTAL								

CONTINUATION SHEET

PAGE 4 OF 4 PAGES

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7/14/2025 APPLICATION DATE:

PERIOD TO:

6/30/2025

ARCHITECT'S PROJECT NO:

Algonac Community Swimming Pool & Equipment Room

AT	В	С	D	E	F	G		н	1
A EM	DESCRIPTION OF WORK	SCHEDULED	WORK COM	PLETED	MATERIALS	TOTAL	%	BALANCE TO FINISH	RETAINAGE (IF VARIABLE
10.		VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	PRESENTLY STORED (NOT IN D & E)	COMPLETED AND STORED TO DATE	(G + C)	(C - G)	RATEJ
Mar	DESCRIPTION OF WORK	SCHEDULED	WORK COM	PLETED	MATERIALS	TOTAL	%	BALANCE	RETAINAGE
	DESCRIPTION OF WORK COR # 9 - Addt'i electrical work for 3 HP pump to run water features	\$6,454.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%		\$0.00
6	FRAND TOTALS	\$2,971,409.10	\$2,177,313.84	\$509,524.73	\$0.00	\$2,686,838.57	90.42%	\$284,570.53	\$268,683.86

SWORN STATEMENT

STATE OF MICHIGAN

)ss

Date through 6-30-2025

Application No. 8.

COUNTY OF ST. CLAIR)

Robert Clancy, being duly sworn, deposes and says:

That Robert Clancy Contracting Inc. is the (contractor) (subcontractor) for an improvement to the following described real property situated in St. Clair County, Michigan described as follows:

Algonac Community Outdoor Pool & Equipment Room Project

1833 Michigan Street, Algonac, Ml. 48001

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

Name of subcontractor, supplier or laborer	Type of improvement furnished	Т	otal Contract Price	An	nount Already paid	28	Amount Currently Owing		mount Billed But Unpaid	com	ance to oplete ional)
Advance Concrete Products	Balance Tank	\$	11,395.00	\$	11,395.00	\$	-	\$	-	\$	
Advanced Pool Services Inc	Pool	\$	1,280,000.00	\$	813,285.00	\$	241,335.00	\$	97,380.00	\$	128,000.00
Architectural Hardware	Doors & Hardware	\$	4,385.93	\$	1,029.74	\$	-	\$	3,020.57	\$	335.62
City of Algonac	Permits & Inspection Fees	\$	19,582.96	\$	19,582.96	\$	-	\$		\$	
Contractors Connection	Materials	\$	314.82	\$	314.82	\$		\$	-	\$	-
Detroit Spectrum Painters, Inc	Painting	\$	21,600.00	\$		\$	19,440.00	\$		\$	2,160.00
Etna Supply Company	Materials	\$	2,438.21	\$	711.05	\$	1,727.16	\$	-	\$	_
Express Waste Management	Roll Off Waste Disposal	\$	525.00	\$	525.00	\$		\$	<u>u</u>	\$	
Hassig Companies, Inc	Plumbing	\$	71,319.00	\$	37,995.09	\$	•	\$	•	\$	33,323.91
Holsbeke Construction	Concrete Footings & Walls	\$	431,113.00	\$	241,250.13	\$	73,049.22	\$	72,802.35	\$	44,011.30
International Precast Solutions	Precast Hollow Core Slabs	\$	23,890.00	\$	21,501.00	\$	-	\$	-	\$	2,389.00
Jelsch Paving Company	Asphalt Paving	\$	5,500.00	\$	5,500.00	\$	•	\$	-	\$	-
Kehrig Steel	Steel Beams	\$	9,735.00	\$	8,761.50	\$	-	\$		\$	973.50
Mersino Dewatering, Inc	Dewatering	\$	2,000.00	\$	2,000.00	\$	-	\$	-	\$	
Nowak & Fraus Engineers	Layout & Staking	\$	6,688.00	\$	6,688.00	\$		\$	-	\$	
Power Solutions Group, Inc	Utility Meter, Electrical Panel, etc	\$	118,932.00	\$	6,095.00	\$	28,501.20	\$	49,950.00	\$	34,385.80
Snaptop LLC	Temporary Fencing	\$	158,360.00	\$	8,650.00	\$	85,468.41	\$	-	\$	64,241.59
St Clair Aggregates	Materials	\$	8,542.38	\$	8,542.38	\$		\$	+	\$	- 1
State Barricades	Traffic Control	\$	400.00	\$	400.00	\$	-	\$	-	\$	
Testing Engineers	Materials Testing	\$	29,665.00	\$	9,261.23	\$	6,211.80	\$	1,566.00	\$	12,625.97
The DTE Energy Company	Permanent Line Relocation	\$	48,492.85	\$	48,492.85	\$	-	\$	•	\$	_
TMX Contracting, LLC	HVAC	\$	37,000.00	\$	2,610.00	\$	28,189.13	\$	-	\$	6,200.87
West Shore Services, Inc	Testing & Inspection of Federal Signal Equipment	\$	1,000.00	\$	1,000.00	\$	_	\$	_	\$	-
Robert Clancy Contracting, Inc	Remove & Replace Community Swimming Pool, Build Equipment Room Addition	\$	678,529.95	\$	420,992.72	\$	(25,349.67)	\$	58,280.07	\$	224,606.83
All labor, wages, fringe benefits						Г		Г			
& insurance are paid in full		Г									
TOTALS		\$	2,971,409.10	\$	1,676,583.47	\$	458,572.25	\$	282,998.99	\$	553,254.39

(Some columns are not applicable to all persons listed)

That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above. Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO THE OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LEIN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this

Public

Day of July , 20 25

M. Johnson

My commission expires: Junuary 10, 2031

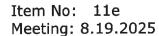
JOAN M. BOWEN

NOTARY PUBLIC, STATE OF MI

COUNTY OF ST. CLAIR

MY COMMISSION EXPIRES Feb 10, 2031

ACTING IN COUNTY OF ST. Claur





Business of the Algonac City Council

Agenda Statement

Item Title:

To approve electrical box covers at Riverfront Park: \$2,563.68.

Submitted by:

Joseph Doan, Fire Chief

Summary

The wooden electrical box covers in Riverfront Park are starting to deteriorate and need replacing. A plastic/PVC cover will be less maintenance and provide better longevity. There are 33 electrical boxes.

Two (2) quotes were received:

Interstate Products Inc.	\$74.48 ea	\$2,457.84 + delivery= \$2,563.68
BOLLARDCOVERUSA.COM	\$94.25 ea	\$3,110.25 + delivery= \$3,498.00

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve the purchase of 33 electrical box covers at Riverfront Park from Interstate Products Inc., whose address is 5585 Marquesas Circle, Unit 10-C, Sarasota, FL 34233 in the total amount of \$2,563.68.

APPROVED/Denied



805 St. Clair River Drive Algonac, MI 48001 810.794.9361 | *FAX* 810.794.4804 www.cityofalgonac.org **FIRE DEPARTMENT**

Fire Chief

Rental Housing
Inspector

Joseph J. Doan

TO:

Denice Gerstenberg, City Manager

FROM:

Joseph Doan

DATE:

07/30/2025

SUBJECT:

Electrical Box Covers

Several years ago we had wooden electrical box covers made to help beautify Riverfront Park. Over the years they have started to deteriorate from constant exposure to the elements and are in need of replacing. Due to the increased cost of lumber, we recommend to replace these wood covers with 8" plastic bollard covers. The PVC provides for less maintenance and better longevity.

There are a total of 33 electrical boxes. We only found two vendors that offered the size bollard cover we need and obtained the following quotes:

Interstate Products Inc.

\$2,563.68

BOLLARDCOVERUSA.com

\$3,498.00

We are seeking approval to purchase new bollard covers from Interstate Products Inc. for the amount of \$2,563.68.

Thank you for your consideration,

Interstate Products Inc.



5585 Marquesas Circle Unit 10-C Sarasota, FL 34233

Ph: 800-474-7294 Fax: 800-448-6329 store.interstateproducts.com

FED. ID: 65-0683502

"Your Road to Quality Environmental Products."

Bill To

City of Algonac Joe Doan Algonac MI 48001 United States 810-794-3431

Date 7/16/2025 Quote # 51102

PO#

Terms Net 30 Ship Via Saia **Expires** 8/15/2025

Sales Rep Nathan Hendrix

Ship To

City of Algonac Joe Doan Algonac MI 48001 **United States** 810-794-3431

Item	Qty.	Descrip	tion		Rate	Amount
001-1738GN	33	Sleeve	for 8" Round Post-Green		74.48	2,457.84
Extra 2% Discount if Paid by AC Currently Out of Stock Estimated Lead Time 4 Weeks	Н			Disco Delivery	Subtota unt (Discount Charges (Saia Total (USD	-172.05 277.89
Phone # C	ustomer Rev	/iews	Email:		Web Address:	
Within U.S./CAN. 1-800-474-7294 International 941-377-8610	OVER 3000 5 Star **** 3rd Party Reviews	*	admin@interstateproducts.com Products are warranted by the manufacturer to t		interstateprodu	

A finance charge will be added at lawful rates to past due accounts. Products are warranted by the manufacturer to the extent provided in writing and are in lieu of any other warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. No merchandise may be returned for credit without prior written authorization from us. All orders for custom products are non-returnable and items authorized for return may be subject to a re-stocking fee. Any claims for shipping damage should be made to the transportation company. Customer assumes responsibility for freight fees and damage claims when shipping collect, third party, or with their own carrier. Other claims must be made within 2 days from receipt of shipment. Maximum liability to IPI will not exceed the purchase price of the product. The complete terms for domestic and international sales are published on the Interstate Products, Inc. website at: http://store.interstateproducts.com/domestic_terms_of_sale.html





Eagle Ribbed Bollard Post Sleeve 8" Green













Item No: 11f Meeting: 8.19.2025



Business of the Algonac City Council

Agenda Statement

Item Title: To approve DNR Cooperative Mutual Aid Fire Control Agreement

Submitted by: Chief Joe Doan, Fire Department

Summary

The Michigan Department of Natural Resources - Forest Resources Division requests City Council approval of a new Cooperative Mutual Aid Fire Control Agreement every 5 years.

The agreement states that the DNR and Algonac can work together in the event of a wildland incident. DNR can provide additional manpower and wildland fire specific resources, such as dozers.

The agreement also states that Algonac will continue to train in wildland fire control to be proficient, and the DNR will do the same.

The last agreement was approved by City Council on May 2, 2019.

Suggested Action:

MOVED BY: SUPPORTED BY:

RESOLVED, to approve the DNR Cooperative Mutual Aid Fire Control Agreement, as presented.

APPROVED/Denied



805 St. Clair River Drive Algonac, MI 48001 810.794.9361 | *FAX* 810.794.4804 www.cityofalgonac.org FIRE DEPARTMENT

Fire Chief

Rental Housing Inspector Joseph J. Doan

TO:

Denice Gerstenberg, City Manager

FROM:

Joseph Doan

DATE:

08/07/2025

SUBJECT:

DNR Mutual Aid Fire Control Agreement

The Michigan Department of Natural Resources- Forest Resources Division, Cooperative Mutual Aid Fire Control Agreement is to be updated every five years. The current agreement on file was last updated on 05/02/2019. We are seeking Council authorization to update said agreement for another five years as required.

Michigan Department of Natural Resources - Forest Resources Division



COOPERATIVE MUTUAL AID FIRE CONTROL AGREEMENT

This Agreement is authorized 1967 PA 7, and Part 515 of Act 451 of 1994, as amended

City of Algonac Fire Department		
Name of Fire Organization	Federal ID #	
805 St. Clair River Drive	City of Algonac C	ity Council
Address	Governing Unit or Board	
Algonac, MI 48001	810-794-9361	
City, State and Zip Code	Telephone	
St. Clair	07401	
County	Fire Department Number	
afd@cityofalgonac.org		
E-mail Address		
This Cooperative Agreement made this	day of	by and between
		. (Governing Agency Unit or Board),
hereinafter referred to as the Cooperator; and the Mi hereinafter referred to as the DNR, is entered into fo		NR), Forest Resources Division (FRD),
(1) Placing Federal Excess Personal Prop	erty (FEPP) for local fire department's use.	
(2) Placing Department of Defense (DoD)	Firefighter Program Property for local fire dep	partment's use.
(3) Providing the closest possible coopera	ition on mutual objectives.	

WITNESSETH:

(4)

(5)

(6)

catalog.

WHEREAS: The control of timber, grass, and wildland fires is essential to an effective wildland fire control program.

Lending effective support when either organization is committed to or beyond its capacity.

WHEREAS: The Cooperator is actively engaged in the prevention and suppression of all fires.

Defining purposes and responsibilities of the respective organization.

WHEREAS: It has been determined to be advantageous to the DNR, in the proper discharge of its responsibilities, to make certain equipment available to the Cooperator for rural fire control.

Providing purchase authority to the Cooperator through the Federal Defense Logistics Agency (DLA) Fire Equipment

PART I - FEDERAL EXCESS PERSONNEL PROPERTY

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

THE DNR AGREES:

- (1) To assist the Cooperator in providing reasonable basic protection from uncontrolled fires occurring in natural cover fuels and to conduct a prevention program to reduce the number of such fires.
- (2) To dispatch equipment and personnel to fires when available, and upon request from the Cooperator.
- (3) To immediately advise the Cooperator when the DNR becomes aware of any burning or threatened structure within the Cooperator's protection area.
- (4) The title to all accessories, tools, equipment, and sirens provided by the Cooperator which are added to FEPP equipment provided by the DNR will remain with the Cooperator and the Cooperator may remove same prior to returning the equipment to the DNR.
- (5) To extend benefits of the Federal-State "Cooperative Fire Control Agreement" to enable the Cooperator to purchase firefighting equipment and supplies through the DLA Fire Equipment Catalog.

THE COOPERATOR AGREES:

- (1) To dispatch a crew with equipment when available, and upon request of the DNR, to any fire within their protection area, defined as the area within which the Cooperator is responsible for providing fire protection services, not to include mutual aid response to other fire departments.
- (2) Pay all invoices for equipment purchased through DLA. The DNR may require the Cooperator to send a copy of purchase orders for audit purposes.

- The Cooperator, having equipment under the Federal Excess Personnel Property Program, must provide personal liability and property damage insurance covering vehicles on loan to the Cooperator (required under the agreement with the federal government). Insurance coverage by the Cooperator will begin on the date the vehicle is received by the Cooperator. A copy of the current insurance certificate must be kept in the vehicle for inspection purposes. The Cooperator must notify the DNR immediately, in writing, of all damages, vandalism or theft of the federal excess property vehicle on loan under this agreement. The Cooperator must also report stolen federal excess property upon discovery to the DNR in writing and to local Law Enforcement authorities. If the Cooperator does not provide insurance on the vehicle, the vehicle MUST be returned to the DNR within thirty (30) days.
- (4) To make the equipment available for inspection, when requested, by a representative of the DNR.
- (5) The Cooperator cannot remove parts without written permission from the DNR.
- (6) The equipment may not be sold, junked, traded, or otherwise disposed of, but must be returned BY THE COOPERATOR to one of the DNR, FRD Repair Shops (Marquette in the Upper Peninsula, Gaylord in the Northern Lower Peninsula, or Rose Lake in the Southern Lower Peninsula), when a vehicle becomes surplus to the fire department's needs. Written notice is to be given to the local forest fire officer before the vehicle is returned.
- (7) Any vehicle provided will not be loaded beyond the manufacturer's recommended load capacity, and comply with the Michigan vehicle code.
- (8) All vehicles provided will be equipped and operated in compliance with the Michigan Vehicle Code and Occupational Standards applicable to their use.
- (9) All vehicles provided will be housed and under the direct control of the fire department, and used for rural and wildland fire protection.
- (10) The Cooperator will notify the DNR immediately in writing in the event of an accident or death involving a vehicle on loan to the Cooperator.
- (11) A State of Michigan license plate will continue to be used on the equipment requiring a license.
- (12) The equipment will be painted DNR red to correspond with the Cooperator's fire equipment and marked with both the Cooperator's identifying decals, and a decal furnished by the DNR.
- (13) The equipment must be converted for use for fire control and placed in fire service within twelve (12) months from date of issue to the Cooperator.
- (14) To train their personnel in proper operation of any equipment provided.

IT IS MUTUALLY AGREED:

- (1) Suppression. When both agencies are represented at the same fire, the over-all supervisory responsibility shall lie with the agency concerned most directly with the object **actually on fire**. If both types of objects, i.e., structures and vegetation, are on fire simultaneously, each agency shall attend its normal responsibility, and/or play a supporting role to the other, based on a judgment decision as to the values involved or threatened. If immediate action is required, neither agency shall be limited because of the type of object which is burning.
- (2) Training. Each agency agrees to attend/participate/assist. in those portions of the other agency's training programs which have a bearing on the individual agency's efficiency to the extent personnel are available.
- (3) Personal Protection. DNR employees are not trained nor certified to wear self-contained breathing apparatus. DNR personnel must be advised by the Cooperator when atmospheric conditions are unsafe. DNR employees may work in support of the Cooperator under restricted conditions such as, but not limited to, up wind from the incident or in supply and transport.
- (4) DNR tractors are not intended to be used for purposes other than wildland fire suppressions.
- (5) Other. Each agency agrees to lend its support to programs of the other agency which will increase the public awareness of the hazard and destruction of fire and/or make the objectives of this Agreement possible.
- (6) Employee Compensation. Each entity is responsible for the compensation of its own employees.
- (7) This agreement constitutes the complete and exclusive agreement and understanding of the parties as it relates to this transaction. This agreement supersedes all other prior agreements, and all other communications between the parties relating to this transaction.
- (8) Each provision of this agreement is severable from all other provisions of this agreement and if one or more provisions of this agreement are declared invalid, the remaining provisions of this agreement remain in full force and effect.

Failure to comply with any part of the Agreement will result in the forfeiture of said equipment.

This Agreement is authorized under 1967 PA 7, Part 515 of Act 451 of 1994, as amended; the Federal Cooperative Forestry Assistance Act of 1978; and the Federal Property and Administrative Services Act of 1949.

PART II - DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY

NOW THEREFORE, the parties to this agreement, in reference to DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY TRANSFERRED UNDER 10 U.S.C §2576(b), ADMINISTERED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) - FOREST SERVICE.

THE COOPERATOR AGREES TO:

- (1) Request for transfer only DoD firefighting property that can be effectively made usable and put into service for fire fighting or emergency services.
- (2) Convert the equipment into acceptable fire control or emergency response unit within twelve (12) months from the time of acquisition.
- (3) Use the aforementioned equipment only for the suppression of wildfire and/or for other emergencies which threaten the loss of life or property.
- (4) Provide adequate storage and maintenance for the equipment and responsible for all operational cost and repairs.
- (5) Provide access to and the right to examine all records, books papers, or documents relating to the DoD Firefighting Property to the Forest Service, DoD Office of Inspector General, the Comptroller General of the United States, or his authorized representative, and the USDA, including its Office of Inspector General, or authorized representatives.
- (6) Maintain the equipment in the Cooperator's inventory, as well as maintain property records on the equipment for a minimum of five (5) years after acquisition of said property (i.e. registration, insurance, final disposal). Written permission from the DNR is required to dispose of property retained for less than five (5) years.
- (7) Make available the said equipment for periodic inspection by a duly authorized representative of the DNR until title has been transferred to the Cooperator.
- (8) Maintain the equipment in full readiness at all times.
- (9) Obtain and maintain liability insurance coverage for any vehicles in this agreement.
- (10) The equipment will be painted DNR Red, or to correspond with the Cooperator's fire equipment, and will have all of the Cooperator's identifying decals.
- (11) All vehicles must comply with all State and Federal regulations, as well as vehicle manufacturers loading restrictions.
- (12) Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance in State and Federal regulations and program and property management requirements.
- (13) Accept title of said property in the Agency name, not an individual member of the agency.
- (14) Properly register the vehicle to the Cooperator, and provide appropriate license plate, once title has been transferred to the Cooperator.

THE DNR AGREES TO:

The State of Michigan will provide the Cooperator with documentation to transfer title of the above equipment, upon completion of conversion, with proof that the equipment has been placed into emergency service, and is properly insured.

This Agreement will be effective from the date of execution by the DNR – FRD, and will continue in force unless terminated by either party by thirty days (30) written notice to the other, provided, however, all of the provisions herein are complied with.

IN WITNESS WHEREOF, the parties by and through their duly qualified and acting officials have hereunto set their hands.

Cooperator – Governing Unit Signature	Date
Gooperator - Governing Critical Control of the Cont	
Cooperator – Governing Unit (Print Name)	
Fire Chief Signature	Date
Fire Chief (Print Name)	
Michigan Department of Natural Resources Forest Resources Division	Date



Item No: 11g

Meeting: 8.19.2025

Business of the Algonac City Council

Agenda Statement

Item Title: To approve installation of water tap at Algonac Community

Pool: \$3,490.

Submitted by: Joe Vernier, DPW Foreman

Summary

A 2-inch water tap was needed for the new mechanical room and autofill at the Algonac Community Pool to meet the demands of the pool and splash pad.

Attached is an invoice from DeLude Construction in the amount of \$3,490 for labor and materials.

Suggested Action

MOVED BY: SUPPORTED BY:

RESOLVED, to approve invoice from DeLude Construction, whose address is 5727 Remer Rd., China, MI 48054 for installation of water tap at Algonac Community Pool in the amount of \$3,490.00.

APPROVED/Denied

Memo

To: Denice Gerstenberg, City Manager

From: Joe Vernier DPW Foreman

Date: 8-5-2025

Re: Water Tap

Denice,

I have attached an invoice from DeLude Construction for a water tap at the Algonac Community Pool. DeLude Construction supplied all materials and labor to make a 2-inch water tap for the new mechanical room and also the autofill on the new Algonac Community Pool. A 2-inch tap was required so that it had enough volume to meet the demands of the pool and splash pad features. I would ask that council approve the invoice from DeLude Construction for the work and materials that was needed for this water tap.

Respectfully,

Joe Vernier, Algonac DPW Foreman



5727 Remer Rd. China, MI 48054 delude.construction@yahoo.com Phone # 8103292469 Fax # (810) 329-6159

Invoice

Date	Invoice #
7/31/2025	5052

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	197			
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City of Algonac 805 St. Clair River Drive Algonac, MI 48001

	P.O. No.	Terms	Job Site:
			460 Dixie Blvd
Description		Price	Amount
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	Description		

Description	Price	Amount
Job Site: City Pool	And the second s	
Saw cut and removed section of asphalt road Dug up, placed saddled on water main and made 2" tap Installed 2" curbstop and stubbed water line at property line for City to take from there Back filled areas removed and backfilled area where asphalt was removed with gravel Materials and Labor * DeLude was not responsible for replacing section of asphalt removed and DeLude was not responsible for final restoration of areas disturbed*	3,490.00	3,490.00
	,	

NET 30 DAYS - A finance charge of 1 1/2% per month will be added to the past due balance. (Annual Rate 18%)

Total

\$3,490.00

Item No.: 11h Meeting: 8.19.2025



Business of the Algonac City Council

Agenda Statement

Item Title: To approve Special Event Permit for the Algonac High School

Annual Homecoming Parade October 10, 2025.

Submitted by: Denice A. Gerstenberg, City Manager

Summary

Attached is a Special Events Permit Application submitted by Algonac High School for the annual Homecoming Parade on Friday, October 10, 2025, prior to the football game.

The parade will begin at 4:30 p.m. at St. Clair Blvd and Smith Steet, and will travel down Smith Street to M29, and along M29 ending at the corner of Michigan and M29. The parade should take no longer than 30 minutes.

The permit application has been received and has been approved by administration. The safety and security plan has been approved by the St. Clair County Sheriff.

Suggested Action:

MOVED BY: SUPPORTED BY:

RESOLVED, to approve the Special Events permit for the Algonac High School Annual Homecoming Parade Friday, October 10, 2025.

APPROVED/Denied

City of Algonac

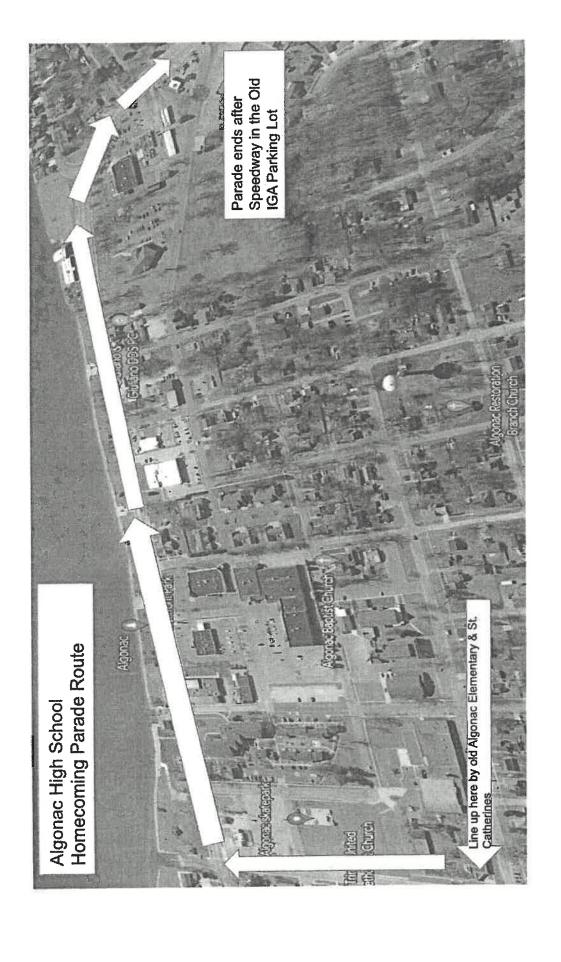
Special Events Permit

805 St. Clair River Drive, PO Box 454, Algonac, MI 48001 810-794-9361. cityofalgonac.org

1.	NAME, DESCRIPTION, DATE(S) & TIME(S) OF EVENT AHS Home coming Parade friday October 10th @ 430
Na Cit	Sponsor Organization me Algonac Jr/Sr H.S. Street Address 5200 Taft Rd y Clay State M1 Zip Code 4800 Cell Phone 810-384-5446 wail Address mechale. Landon @ acsk12. US
Na Cit	Event Chair/Point of Contact me Mechelle Londrum Street Address 5200 Taft Rd y Clay State M Zip Code 4800 Cell Phone 810 384 5446 pail Address Mechelle. Londrum & acskle. us
4. 5. 6. 7.	Attach boundary map for event. For multi-day events, include map with dates & times for each event. Note location(s) of sanitation facilities. Attach a Safety & Security Plan. Note ingress and egress points, proposed traffic controls & road closures. Note how site(s) will be secured so unauthorized vehicles cannot access the event(s). Who will ensure the event site is clean & restored back to original condition immediately after event? Explain any rate, fee, or charge to be paid or any donation made by anyone participating in or attending the event(s), i.e., entry fees, ticket fees, vendor fees.
\$ 50	Provide a statement of the benefit of this activity to the public, and the reasons for the activity. LOCATION OF LIQUOR CONTROL COMMISSION MUST APPROVE CONSUMPTION OF ALCOHOLIC BEVERAGES? NO
	Sponsor Requirements (initial each box) Contact MISSDIG at least one (1) week prior to event at 800-482-7171 or www.missdie.org if stakes will be installed on city property. Coordinate placement of portable toilets with DPW at 810-794-5451 or deph">deph">deph">deph">deph">deph">deph">deph">deph">deph">deph" installed on city property. I have reviewed City Ordinance Chapter 4 "Amusement and Entertainments", Article III "Special Events".
	REQUIRED DOCUMENTS The application for a permit shall be filed not less than 90 days prior to the starting date of the event. If requested by city, a surety bond or letter of credit. Safety & Security Plan(s). Boundary Map(s). Certificate of Insurance (provided no later than forty-five (45) days before the starting date of the event), which
	includes the following language: "The City of Algonac, including all elected and appointed officials, all employees and volunteers, boards, commissions, and/or authorities and their board members, against any and all liability for damage to property and insuring the city against any and all liability for personal injury or death as a result of the activity, event or use, or participation in or attendance at the activity, event or use. Certification will indemnify the city for, hold it harmless from and defend it against all claims, lawsuits or other liability arising from or because of the activity, event or use; additional insured applies only with written contract".

,	than seven days before the eve application for each vendor as rec	ors participating in the event shall be submitted ent. If requested, the permit holder shall produced in Chapter 40. Upon final review by law indors in compliance with the provisions of o ensure any of its preferred vendors have ant to Chapter 40.	enforcement, a blanket perm Chapter 40. It shall be th
the cit vibrant of Algo when	y's identity and image, provide ent t community atmosphere. Any con	eter a sense of community, boost local economy ertainment and cultural experience for resident ocerns or issues that the event organizer has should be organizer and all event staff members will disport information on social media. Failure to do so	ould be discussed with the cit play respect and civility
fees. I plus ac of an econcer is unla Specia	understand that if the city needs to dministrative fee of 15 percent. I fu emergency or violation of the Spec- ter that the health and safety of the r	For city expenses incurred for the special event are clean up after the event, I will reimburse the city rither understand that the City may revoke this lial Event ordinance or permit conditions, undustrublic and/or property is at risk or that it appears on behalf of the sponsor organization to make	permit at any time in the even burden on public services, os that continuation of the even application to the city for thi
	TY USE ONLY	20 Day Doadling to Been	
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Ь.	than seven days before the even application for each vendor as requ may be issued covering the vendor	s participating in the event shall be submittent. If requested, the permit holder shall provided in Chapter 40. Upon final review by law dors in compliance with the provisions of ensure any of its preferred vendors have nt to Chapter 40.	rovide to the city the origina enforcement, a blanket permit Chapter 40. It shall be the
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Date Ap Conflict	TY USE ONLY oplication Received: ling Event on Date of Proposed Event Required:		oond:
APPRO	VALS		
1. Sa	fety & Security Plan(s) Approval:	The second secon	
	contact to make the make the second	Signature	Date
	St. Clair County Sheriff	Capt Pohl	8/7/2025
	Fire Department		
	Department of Public Works	william to compare the compare and compare	
	City Manager	1	
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CITY US	E ONLY: Permit Number:	Date Issued:	PROFES AND ADDRESS OF THE PARTY
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Algonac High School Student Council Parade Route Security Plan

1. Coordination with Local Authorities:

- o Engage local police department for traffic control and overall security
- Consult fire department for emergency response planning

2. Route Planning and Crowd Management:

- o Clearly define and secure the parade route
- o Designate viewing areas for spectators

3. Communication:

- o Establish a clear chain of command
- Implement a reliable communication system for event staff (e.g., two-way radios)

4. Emergency Preparedness:

o Designate emergency exits and evacuation routes

5. Traffic Management:

- o Plan for road closures and detours
- o Arrange for proper signage and traffic control devices
- o Designate parking areas for attendees and participants

6. Event Staff and Volunteers:

- o Provide easily identifiable uniforms or badges for all staff
- Assign specific roles and responsibilities

7. Weather Considerations:

- o Monitor weather forecasts leading up to the event
- o Have a contingency plan for inclement weather

8. Participant Safety:

- o Conduct safety briefings for all parade participants
- Establish rules for candy or item distribution to spectators

Algonac High School Homecoming Parade Oct. 10th, 2025 4:30-5:00 pm

- → Parade line up beginning at 4pm on St. Clair Boulevard
- → Parade starts at 4:30 pm
- → Close M29 at Smith One Sheriff car
- → The parade ends at Speedway. One Sherriff car at M29 & State.
- → Parade led by one St. Clair County Sheriff car & One Clay Township car
- → DPW to provide barricades at Clay, Fruit,
 Columbia, Liberty, Summer and CVS/Flaming Grill
 driveway

CERTIFICATE OF COVERAGE PRODUCER SET SEG 1520 Earl Avenue East Lansing, MI 48823 MEMBER Algonac Community Schools 5200 Taft Road | Algonac, MI 48001-1435 CERTIFICATE OF COVERAGE THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER BELOW. COMPANIES AFFORDING COVERAGE A MASB-SEG Property/Casualty Pool, Inc.

THIS IS TO CERTIFY THAT THE COVERAGE REFERENCE NUMBER OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE COVERAGE REFERENCE NUMBER 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 COVERAGE AFFORDED BY THE COVERAGE REFERENCE NUMBER DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE REFERENCE NUMBERS.

CO LTR	TYPE OF COVERAGE	COVERAGE REFERENCE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	D-G-G-G-G-G-G-G-G-G-G-G-G-G-G-G-G-G-G-G
Α	GENERAL LIABILITY [X] Comprehensive Form [X] Premises/Operations [X] Products/Completed Operations [X] Broad Form Property Damage [X] Personal Injury	PC-74030-2026-01	10/10/2025	10/10/2025	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	\$1,000,000 \$3,000,000 \$1,000,000 \$3,000,000
A	EXCESS LIABILITY [X] General Liability [X] Automobile Liability [X] Garage Liability	PC-74030-2026-01	10/10/2025	10/10/2025	OCCURRENCE ANNUAL AGGREGATE	\$7,000,000 \$7,000,000

DESCRIPTION The City of Algonac including elected and appointed officials, employees, and volunteers, boards, commissions, and/or authorities and their board members, are added as additional insured under Algonac Community Schools general liability coverage limited to the activities performed by or on behalf of Algonac Community Schools as it represents the districts participation in the homecoming parade in the City of Algonac on October 10, 2025.

CERTIFICATE HOLDER

City of Algonac 805 St. Clair River Drive | Algonac, MI 48001 Additional Insured SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE REFERENCE NUMBERS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Katle Lehman

PROPERTY/CASUALTY DEPARTMENT

7/23/2025

Item No: 11i



Meeting: 8.19.2025

Business of the Algonac City Council

Agenda Statement

Item Title: To approve purchase of 2025-2026 road salt: \$11,724.50.

Submitted by: Joe Vernier, DPW Foreman

Summary

Algonac annually purchases salt through the MiDeal program, which allows Michigan local units of government to use state contracts to buy goods and services. Local governments benefit directly from the reduced cost of goods and services and indirectly by eliminating the time needed to process bids. There are over 400 contracts available to MiDeal members. On March 4, 2025 City Council approved participation in the MiDeal buying program for the purchase of salt.

Detroit Salt Company was awarded the salt bid for MiDeal this year.

Salt	Cost per ton	Total Cost
Early delivery of 150 tons	\$59.62	8,943.00
Back up order of 50 tons	\$55.63	\$2,781.50
Total	• • • • • • • • • • • • • • • • • • • •	\$11,724.50

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve purchase of road salt for the 2025-2026 season from Detroit Salt Company, whose address is 12841 Sanders Street, Detroit, MI 48217 at a cost of \$11,724.50.

APPROVED/Denied



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

DTMB

320 S Walnut Street Lansing, MI 48933 P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number <u>17</u> to
Contract Number <u>MA18000000768</u>

	DETROIT SALT COMPANY LC
ဂ္ဂ	12841 Sanders Street
TNO	Detroit MI 48217
CONTRACTOR	Steve Briggs
TOR	313-841-5144
	sales@detroitsalt.com
	CV0040860

	Pro Ma	Various	MDOT
STATE	Program Manager		
IE	Adı	Alannah Doak	DTMB
	Contract Administrator	(517) 230-9424	
	ct ator	DoakA@michigan.gov	

	CONTRACT	SUMMARY		指注,对:影響等於
sonal Back-Up-S	statewide			
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Augus	st 31, 2023	5-1	1 Year	August 31, 2025
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and Acceptance.				
Bill Silver	ESCRIPTION OF	CHANGE NOTIC	E S. A. S. S. S. S. S.	
TH OF OPTION	EXTENSION	LENGTH (OF EXTENSION	REVISED EXP. DATE
1 Year				August 31, 2026
VALUE OF C	HANGE NOTICE	ESTIMAT	ED AGGREGATE	CONTRACT VALUE
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STATE OF MICHIGAN

Contract No. 171-180000000787 Bulk Sall, Early Fill & Seasonal Back-Up

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This exhibit identifies the anticipated requirements.

Initially this Contract will serve the Michigan Department of Transportation (MDOT). The State reserves the right to consolidate other State of Michigan purchases for Bulk Sait, Early Fill & Seasonal Back-Up under this Contract.

The State reserves the right to modify Contract items to meet the State of Michigan's needs as wall as MIDEAL members.

Requirement

1. Specifications

1.1 The Contractor must provide the following:

See Schedules B & C.

1.2 Quality Assurance

The gradation shall be in accordance with the MDOT Specifications for Sedium Chloride (See Schedule B). The material shall also meet the requirements as referenced in the MDOT Materials Quality Assurance Procedures Manual, http://www.michigan.gov/mdot/0,4616,7-151-9622_11044_11367-207980--,00.html

1.3 Delivery and Acceptance

1.3.1 Time Frames

EMERGENCY PREPAREDNESS

In instances of extreme weather conditions, the State of Michigan, then MIDEAL members must be serviced first, before other customers.

EARLY FILL & SEASONAL BACK-UP DELIVERIES

- a. The contractor is responsible for making sure the trucking is performed properly and in a timely manner. This includes shipping salt in trucks that are clean and dry. Failure to meet all delivery requirements may result in a fine and/or cancellation of the Contract and/or restriction of future bidding privileges with the State of Michigan.
- b. MDOT deliveries will be accepted during delivery hours, as listed on the annual bidding document, unless alternate times have been mutually agreed to. All drop points must be contacted approximately 48 hours prior to delivery. All delivery dates must be approved by each drop point so proper staffing, equipment, and certification tests can be arranged. (See Deductions 1.3.7)
- c. If a particular sait storage facility is capable of accepting inside delivery (minimum inside

clearance height of 26 feet), appropriate delivery trucks shall be used in order to allow for self-unloading inside the facility. (See Deductions 1.3.7)

EARLY FILL TIMEFRAMES

- d. All early fill salt deliveries to MDOT and MIDEAL members must be made by October 31st of each contract year. MDOT early fill road salt can be delivered starting October 1st. Exception; Select MDOT drop points may request early fill road salt be delivered starting September 1st. MIDEAL members early fill road salt can be delivered starting September 1st. MDOT and MIDEAL members reserves the right to impose a penalty on the Contractor for salt not delivered by October 31st delivery deadline will be extended accordingly to guarantee a minimum 30 calendar day delivery window. (See Deductions 1.3.7)
- e. Once early fill sait deliveries begin for a drop point, deliveries must continue until that particular drop point has received the entire quantity specified on the delivery order, prior to moving to another drop point. Delivery of a drop point's total quantity must be completed within 10 business days of the date the delivery began. (See Daductions 1.3.7)

SEASONAL BACK-UP TIMEFRAMES

- f. Seasonal back-up delivery orders will be placed periodically (as needed) throughout the contract period, and all orders will be for minimum of 50 ton deliveries. Exception; unless a smaller amount is indicated on the annual bidding document.
- g. MDOT agrees to purchase a minimum of 80% of the quantities given in the annual bidding document. The contractor shall agree to furnish up to a maximum of 30% more than the quantities given in the annual bidding document. These percentages apply to the MDOT Region total awarded to the contractor, not each individual MDOT drop point within a MDOT Region that is awarded to the contractor. These percentages of the MDOT Region total awarded to the contractor may be distributed to any MDOT drop points within a certain MDOT Region that are awarded to the contractor. MDOT is not limited to these percentages per drop point. MDOT Regions are displayed in Schedule C, MDOT Regional Map. These percentages also apply to MiDEAL members, however, they apply to each individual drop point.
- h. All deliveries shall begin within three business days and must be completed within five business days after the request for shipment or order. The deliveries will occur between October 1st through August 31st of each Contract year. The day count begins on the first business day after the order is placed. Delivery shall be made by the following formula 30% must be delivered by close of business on business day three, a total of 60% must be delivered by close of business on business day four and the entire 100% must be delivered by close of business on business day five. (See Deductions 1.3.7)

1.3.2 Delivery Tickets

All salt to be delivered must be weighed on certified scales; the contractor shall, at their expense, have their scales certified and inspected, prior to beginning shipments, and on a monthly basis thereafter until all salt has been delivered. The certification and inspection shall be conducted by the specific scale manufacturer authorized service deafer. For Early Fill, the scales must be inspected and certified between August 15th and September 30th of every year. Copies of scale certification must be sent to the Program Manager or designee by October 15th of every year. For Seasonal Back Up, the scales must be inspected and certified between January 1st and February 15th of every year. Copies of scale certification must be sent to the Program Manager or designee by, March 1st of every year. The State can require re-certification of the scale, if a particular salt shipment is found to be +1-1% off. In addition, all delivery tickets must be legible, computer generated, printed from a computerized scale, and in English units. All trucks shall be weighed empty, then weighed loaded, and the differential shall be the net weight recorded on the delivery

ticket. Scale operators shall not pre-enter estimated empty truck tare weights. Hand written tickets are unacceptable. Scales must be cleaned on a regular basis, i.e., daily or weekly if appropriate. Also, the dock shall be maintained on a regular interval, i.e., weekly/biweekly. Violation of any of the above requirements can be grounds for rejection of salt shipment. (See Deductions 1.3.7)

1.3.3 Inconsistant Deliveries

The state reserves the right to disallow the use of any dock, weigh station, trucking company, etc. that is used by the Contractor if it is discovered that there are inconsistencies regarding the quantity indicated on a delivery ticket and the actual amount received or verified by the reweighing of a truck. MDOT has made arrangements with the appropriate enforcement authorities to increase the frequency of "spot checks" on trucks hauling salt to various delivery locations, if it is discovered that a particular delivery ticket exceeds the actual amount verified by re-weighing a truck, MDOT or the MiDEAL member will be instructed to pay based on the re-weigh quantity. The state will also seek the possible prosecution of companies that are found to be involved in a "short shipping" scheme designed to take advantage of the State of Michigan or any MiDEAL member included in this Contract.

1.3.4 Conveyor Deliveries

Please note certain locations may require conveyor delivery, as listed on the annual bidding document.

1.3.5 Delivery Term

Prices shall be "Free on Board (F.O.B.) Delivered and Unloaded". All costs associated with delivering salt to these drop points is included in each "Price per Ton." Other F.O.B. terms will not be accepted. Where the location allows, salt shall be unloaded inside the storage facility.

1.3.6 Trucking

All loads of regular salt must be covered by an industry standard mesh tarp. If a load is delivered uncovered, or with the incorrect covering the load may be rejected.

1.3.7 Deductions

EARLY FILL & SEASONAL BACK-UP DEDUCTIONS

- a. For any sait delivered after delivery hours, as listed on the annual bidding document, unless alternate times have been mutually agreed to, there will be a 25% deduction penalty.
- b. Failure to contact drop points approximately 48 hours prior to delivery will result in a 25% deduction penalty. If the Contractor can reasonably establish that it has made one or more unsuccessful attempts to contact the drop point at least 48 hours prior to delivery, the 25% deduction will be waived.
- c. No salt orders will be accepted outside of the drop point's delivery hours, when the receiving location is not staffed. If the Contractor ships outside delivery hours, it will be their responsibility to pick up the salt and redeliver during delivery hours at the Contractor's agreess.
- d. All delivery tickets must be legible, generated and printed from a computerized scale. Exception; receiving locations will allow a written ticket in emergency situations. Following the emergency situation contractor must provide a computer generated ticket with tare

weight. Failure to present a computer-generated ticket will result in a 100% deduction penalty.

- e. If a particular salt storage facility is capable of accepting inside delivery (minimum inside clearance height of 26 feet), and appropriate delivery trucks are not utilized in order to allow for self-unloading Inside the facility there will be a 50% deduction penalty. Alternatively, the receiving location can opt to have the salt picked up at the Contractor's expense.
- Any of the above or below penalties can be rendered void if mutually agreed upon by the Contractor and the receiving location.

EARLY FILL ONLY DEDUCTIONS

- For each drop point that does not receive their total early fill salt quantity by October 31st of each contract year, the contractor will be charged \$1,000 per business day late.
- h. For salt not delivered within 10 business days of the date the delivery began, for the undelivered portion of the sait that is late, there will be a 25% deduction penalty with increments of 5% per business day, not to exceed 50% overall.

SEASONAL BACK-UP ONLY DEDUCTIONS

For any sait not delivered by the close of business of the third business day after the order is placed (30% required of the total ordered), there will be a 25% deduction penalty with increments of 5% per business day, not to exceed 50% of the total ordered. For any salt not received by the close of business of the fourth business day after the order is placed (60% required of the total ordered), the receiving location may notify the Contractor that they will purchase the undelivered balance of the total ordered from an alternate source. The Contractor shall be responsible for any excess cost associated with this purchase as compared to the contract price for that location. The volume of sait purchased from the alternate source shall count toward the receiving location's 80% minimum order requirement. The day count shall follow the example provided below. This deduction for seasonal back-up deliveries shall not be assessed for deliveries ordered after April 15

Example: At the close of business, as fisted on the annual bidding document, unless an alternate delivery time has been mutually agreed to, on the third business day no salt, or less than 30% of the total ordered is delivered, a 25% deduction of the total ordered will be taken. On the fourth business day less than 60% of the total order has been delivered, an additional 5% deduction will be taken, on the fifth business day less than 100% of the total ordered has been delivered, and additional 5% deduction with be taken. For any subsequent business day that 100% of the salt ordered is not delivered an additional 5% deduction will be taken.

1.4 Proposal Pricing

1.4.1 Pricing

Contractors selected for the Pre - Qualified Vendor Program will be asked to provide pricing once a year throughout the course of the program. Prices quoted during the bid process will be firm for that particular year.

EARLY FILL & SEASONAL BACK-UP
The State expects that the unit prices of salt will be the same for all drop points in the same County, Exception; Seasonal Back-up in Wayne County can be bid by drop point.

MOST FAVORED CUSTOMER

The State, or any participating MIDEAL member expects to be considered the "Most Favored Customer" regarding salt purchased in the State. In other words, since the total quantity expected to be purchased as a result of this Pre — Qualified Vendor Program far exceeds the quantity that may be purchased by any other government entity in the State, the State expects to receive the "best price" during the Contract pariod for all locations.

1.4.2 Tax Excluded from Price

- Sales Tax: The State is exempt from sales tax for direct purchases. The Contractor's prices
 must not include sales tax. DTMB-Central Procurement will furnish exemption certificates for
 sales tax upon request.
- b. Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Contractor's prices must not include the Federal Excise Tax.

2.0 Packaging

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of the State and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

2.1 Training

The Contractor shall provide training on the proper use of their product. This includes but not limited to the unloading and loading, storage requirements, handling, field testing (if any), and proper application (quantity, rate, weather conditions, and temperatures to be used at). Training will be held in each Region.

2.2 Reporting

The Contractor shall submit to the Program Manager a bi-weekly summary of delivery's including quantities for each location and the quantity accumulation for tracking and testing purposes, or as agreed between Contractor and Program Manager.

2.3 Meetings

The Contractor must attend the following meetings:

- a. MDOT pre-season kick-off meeting each year. A one-time pre-contract kick-off meeting as deemed necessary. The State may cancel the pre-season meeting or request other meetings as it deems appropriate.
- In the event there are Issues with the deliverables under this Contract, the Program Manager or designee, and the Contractor shall be afforded the opportunity to meet within three business days of request.

3. Staffing

3.1 Contractor Representative

Doug Dyer: dyerd@compassminerals.com, 913-344-9346

Written: Doug Dyer

9900 West 10th Street, Suite 600

Overland, KS 66210

The Contractor must notify the Contract Administrator at least seven business days before removing or assigning a new Contractor Representative.

3.2 Customer Service Toll-Free Number

The Contractor must confirm whether it is able to receive orders by any of the following methods; e-mail, facsimile transmission, or by written order. If not, the Contractor must explain its ordering capabilities. The Contractor must have internal controls, to: (a) ensure that only authorized individuals place orders; and (b) verify any orders that appear to be abnormal. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

24/7 emergency contact number: 913-344-9346

3.3 Disclosure of Subcontractors

The Contractor will utilize the following State of Michigan approved subcontractors:

Contractor must complete the following if applicable:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

4. Pricing

4.1 Price Term

Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

4.2 Electronic Catalog

To enable catalog management functionality, the Contractor must supply the State with product and pricing information as identified in this contract. The Contractor must supply the State with updated product and pricing information over the duration of the Contract using the then-current catalog template provided by the State. Product and price changes provided in this manner will not take effect until the catalog is updated in the State's procurement system.

5. Ordering

5.1 Authorizing Document

The appropriate authorizing document for the Contract will be Delivery Orders.

6. Invoice and Payment

6.1 Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) total price; (h) product type, and (i) location delivered.

7.0 Payment Methods

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) as described in Standard Contract Terms, Section 20.

Undisputed invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17,51 et seq., within 45 days after receipt.

Schedule B - 1 Page

MICHIGAN DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR SODIUM CHLORIDE

Description:

These specifications cover salt, bulk rock, sodium chloride to be used for ice and snow removal and control.

General Requirements:

The material shall be in accordance with the current specifications for Sodium Chloride, ASTM D 632, except as modified below.

Chemical Composition:

Sodium Chloride (NaCl), Minimum, percent 95.00 %

Gradation:

Sieve size		Percent passing
1/2 inch	**************************************	100 %
3/8 inch	44-94-54-6-6-7-4-54-94-5-7-7-6-7-7-7-4-4-7-7-7-7-7-7-7-7-7-7-7-7	95 • 100 %
No. 4	***************************************	90 % maximum
No. 8	***************************************	60 % maximum
No. 30	2001 + 00 5 5 0 5 5 0 5 0 0 0 0 0 0 0 1 1 1 1	15 % maximum

Material passing the No. 30 sieve in excess of 15% will be deducted from the delivered weight of the salt. Material remaining on the %" sieve will be deducted from the delivered weight of the salt.

Moisture Content:

Material with moisture content in excess of 1.5% will be deducted from the delivered weight of the salt.

Acceptance of Material:

The Contractor shall provide material certification, as defined in the Michigan Department of Transportation (MDOT) Materials Quality Assurance Procedures Manual, http://www.michigan.gov/mdot/0.4616,7-151-9622_11044_11367-207980--,00.htm

that the material furnished meets the requirements of these specifications (or sodium chloride, MDOT reserves the right to sample and test the material on a random basis at the point of final delivery. Material contamination from foreign debris or frozen lumps of salt may be cause for immediate rejection at the point of delivery. These tests shall be for the purpose of determining acceptance, rejection, and/or adjustment in delivered weight.

SCHEDULE C

MDOT Regional Service Areas and Facilities



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\$3,371,00	\$3,371.00	\$3,371.0	\$50,565.0	\$13,484.0	\$6,742.0	\$13,484.0		\$40,452.0	\$6,742.00 \$40,452.00	\$20,226.00 \$6,742.00 \$40,452.00	\$10,113,00 \$20,226.00 \$6,742.00 \$40,452.00	\$3,371.00 \$10,113.00 \$20,226.00 \$6,742.00 \$40,452.00	\$10,113.00 \$3,371.00 \$10,113.00 \$20,226.00 \$6,742.00 \$40,452.00	\$11,122,00 \$10,113,00 \$3,371,00 \$10,113,00 \$20,226,00 \$6,742,0 \$40,452,0	\$2,780.50 \$11,122.00 \$10,113.00 \$3,371.00 \$10,113.00 \$10,113.00 \$20,226.00 \$6,742.00 \$40,452.0	\$22,244,00 \$2,780,54 \$11,122,00 \$10,113,0 \$3,371,0 \$10,113,0 \$10,113,0 \$10,113,0 \$10,226,0 \$6,742,0 \$40,462,0	\$33,396,00 \$22,244,00 \$2,780,50 \$11,122,00 \$10,113,00 \$3,371,00 \$20,226,0 \$6,742,0 \$40,462,0	\$22,244,00 \$33,366,00 \$27,244,00 \$27,780,55 \$11,122,00 \$10,113,00 \$10,113,00 \$10,113,00 \$20,226,00 \$40,452,0	\$22,244,00 \$32,244,00 \$33,366,00 \$22,244,00 \$27,780,57 \$11,1722,01 \$10,113,0 \$3,371,0 \$10,113,0 \$10,113,0 \$10,113,0 \$10,113,0 \$10,113,0 \$10,113,0 \$10,113,0	\$2,780.50 \$22,244.00 \$33.366.00 \$22,244.00 \$2,780.50 \$10,113.00 \$10,113.00 \$3,371.00 \$10,113.00 \$3,00.226.00 \$40,462.00	\$22,244,00 \$2,780,50 \$2,244,00 \$33,396,00 \$22,244,00 \$22,244,00 \$27,780,50 \$2,780,50 \$10,113,00 \$3,371,00 \$30,226,00 \$40,452,00 \$40,452,00	\$166,890.00 \$22,244.00 \$2,780.50 \$22,244.00 \$33,396.00 \$22,244.00 \$310,113.0 \$10,113.0 \$10,113.0 \$310,113.0 \$40,452.0 \$40,452.0	\$456, 166, 090,00 \$166, 890,00 \$52, 244,00 \$5, 551,00 \$27, 284,00 \$27, 284,00 \$33, 366,00 \$27, 284,00 \$10,113,0 \$10,113,0 \$10,113,0 \$10,113,0 \$20,226,0 \$40,452,0	\$144.638.00 \$456.166.00 \$166.890.00 \$5.561.00 \$5.561.00 \$5.22.244.00 \$5.27.80.50 \$5.27.80.50 \$5.27.80.50 \$5.371.0 \$5.013.0 \$5.013.0 \$5.013.0 \$5.013.0 \$5.013.0	\$166,890.00 \$144,638.00 \$166,890.00 \$166,890.00 \$22,244.00 \$22,244.00 \$22,244.00 \$22,244.00 \$22,244.00 \$22,244.00 \$21,1120.00 \$10,113.0 \$310,113.0 \$20,226.0 \$440,452.0 \$440,452.0	\$166, 890,00 \$144,638,00 \$1456, 168,00 \$166, 890,00 \$166, 890,00 \$122,244,00 \$22,244,00 \$22,244,00 \$22,244,00 \$21,1120,0 \$10,113,0 \$20,226,0 \$20,226,0 \$440,452,0	\$2.781.50 \$13.44.50 \$166.890.00 \$144.638.00 \$166.890.00 \$166.890.00 \$166.890.00 \$22.244.00 \$22.244.00 \$22.244.00 \$22.244.01 \$22.244.01 \$21.112.0 \$21.113.0 \$3.371.0 \$3.371.0 \$3.371.0 \$40.452.0	\$16,689,00 \$2,781,50 \$1,844,50 \$1,844,638,00 \$456,166,00 \$456,166,00 \$456,166,00 \$22,244,00 \$27,780,5 \$27,780,5 \$11,172,0 \$3,371,0 \$30,722,6,0 \$40,452,0 \$40,452,0	\$16,699.00 \$16,699.00 \$2,781.50 \$166,890.00 \$166,890.00 \$166,890.00 \$166,890.00 \$166,890.00 \$166,890.00 \$166,890.00 \$166,890.00 \$22,244.00 \$22,244.00 \$22,244.00 \$22,244.00 \$33,396.00 \$22,244.00 \$33,396.00 \$21,122.0 \$310,113.0 \$310,113.0 \$30,226.0 \$30,226.0	\$111,260,00 \$2,781,50 \$16,689,00 \$2,781,50 \$166,890,00 \$166,890,00 \$166,890,00 \$166,890,00 \$166,890,00 \$166,890,00 \$166,890,00 \$122,244,00 \$22,244,00 \$22,244,00 \$33,366,00 \$31,1720,0 \$10,173,0 \$30,3771,0 \$20,226,0 \$440,452,0	\$2.781.50 \$111.260.00 \$111.260.00 \$12.781.50 \$16.689.00 \$144.638.00 \$166.890.00 \$166.890.00 \$166.890.00 \$166.890.00 \$166.890.00 \$22.244.00 \$22.244.00 \$22.244.00 \$22.244.00 \$33.366.00 \$27.780.5 \$10.113.0 \$3.371.0 \$20.226.0 \$40.462.0	\$5.563.00 \$2.781.50 \$111,280.00 \$2.781.50 \$16.689.00 \$2.781.50 \$16.689.00 \$144.638.00 \$456.186.00 \$456.186.00 \$456.196.00 \$166.890.00 \$456.196.00 \$114.638.00 \$114.638.00 \$114.638.00 \$114.638.00 \$114.638.00 \$114.638.00 \$114.638.00 \$114.638.00 \$114.638.00 \$114.638.00 \$114.638.00 \$114.638.00 \$114.638.00 \$10.113.0 \$10.113.0 \$20.226.0 \$20.226.0 \$440.452.0	\$100,134,00 \$5,563,00 \$2,781,50 \$111,260,00 \$111,260,00 \$116,689,00 \$2,781,50 \$166,890,00 \$166,890,00 \$166,890,00 \$166,890,00 \$166,890,00 \$166,890,00 \$166,890,00 \$1780,50 \$1780,50 \$1780,50 \$22,244,00 \$22,244,00 \$22,244,00 \$22,244,00 \$33,396,00 \$22,244,00 \$33,396,00 \$21,1122,0 \$21,113,00 \$310,113,00
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STATE OF MICHIGAN ENTERPRISE PROCUREMENT

DTMB

320 S Walnut Street Lansing, MI 48933 P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number <u>17</u>
to
Contract Number <u>MA18000000768</u>

	DETROIT SALT COMPANY LC
င္ပ	12841 Sanders Street
UNT	Detroit MI 48217
CONTRACTOR	Steve Briggs
TOR	313-841-5144
	sales@detroitsalt.com
	CV0040860

	₹.0	Various	MDOT
ST	Program Manager		
STATE	Ad	Alannah Doak	DTMB
	Contract Administrator	(517) 230-9424	
	et ator	DoakA@michigan.gov	

CV004086	bU					
The series			CONTRACT	SUMMARY	In A Section	国际 编辑等的统数
Bulk Salt, Early Fill	l & Seaso	nal Back-Up-S	tatewide			
INITIAL EFFECTIV	/E DATE	INITIAL EXP	IRATION DATE	INITIAL AVAI	LABLE OPTIONS	EXPIRATION DATE BEFORE
September 1, 2	2018	Augus	t 31, 2023	5 -	1 Year	August 31, 2025
	PAYME	NT TERMS			DELIVERY TIME	FRAME
NET 45						
	ALTER	NATE PAYMEN	T OPTIONS	and and	EXTENDE	D PURCHASING
P-Card		Direct Vouche	er (PRC)	Other	⊠ Ye	s 🔲 No
MINIMUM DELIVERY	REQUIREME	NTS				
See Section 3.1 De	elivery and	Acceptance.				
The London Country		hyge the D	ESCRIPTION OF	CHANGE NOTIC	CE	
OPTION	LENGTH	OF OPTION	EXTENSION	LENGTH	OF EXTENSION	REVISED EXP. DATE
X	1	Year				August 31, 2026
CURRENT VA	LUE	VALUE OF C	HANGE NOTICE	ESTIMA	TED AGGREGATE	CONTRACT VALUE
\$59,776,395	5.24	\$18,00	00,000.00		\$77,776,395	5.24

STATE OF MICHIGAN

Contract No. 171-1800000000787

Bulk Salt, Early Fill & Seasonal Back-Up

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This exhibit identifies the anticipated requirements.

Initially this Contract will serve the Michigan Department of Transportation (MDOT). The State reserves the right to consolidate other State of Michigan purchases for Bulk Salt, Early Fill & Seasonal Back-Up under this Contract.

The State reserves the right to modify Contract items to meet the State of Michigan's needs as well as MiDEAL members.

Requirement

1. Specifications

1.1 The Contractor must provide the following:

See Schedules B & C.

1.2 Quality Assurance

The gradation shall be in accordance with the MDOT Specifications for Sodium Chloride (See Schedule B). The material shall also meet the requirements as referenced in the MDOT Materials Quality Assurance Procedures Manual. http://www.michigan.gov/mdot/0,4616,7-151-9622_11044_11367-207980--,00.html

1.3 Delivery and Acceptance

1.3.1 Time Frames

EMERGENCY PREPAREDNESS

In instances of extreme weather conditions, the State of Michigan, then MIDEAL members must be serviced first, before other customers.

EARLY FILL & SEASONAL BACK-UP DELIVERIES

- a. The contractor is responsible for making sure the trucking is performed properly and in a timely manner. This includes shipping salt in trucks that are clean and dry. Failure to meet all delivery requirements may result in a fine and/or cancellation of the Contract and/or restriction of future bidding privileges with the State of Michigan.
- b. MDOT deliveries will be accepted during delivery hours, as listed on the annual bidding document, unless alternate times have been mutually agreed to. All drop points must be contacted approximately 48 hours prior to delivery. All delivery dates must be approved by each drop point so proper staffing, equipment, and certification tests can be arranged. (See Deductions 1.3.7)
- c. If a particular salt storage facility is capable of accepting inside delivery (minimum inside

clearance height of 26 feet), appropriate delivery trucks shall be used in order to allow for self-unloading inside the facility. (See Deductions 1.3.7)

EARLY FILL TIMEFRAMES

- d. All early lill salt deliveries to MDOT and MIDEAL members must be made by October 31st of each contract year. MDOT early fill road salt can be delivered starting October 1st. Exception; Select MDOT drop points may request early fill road salt be delivered starting September 1st. MIDEAL members early fill road salt can be delivered starting September 1st. MDOT and MIDEAL members reserves the right to impose a penalty on the Contractor for salt not delivered by October 31st delivery dearline will be extended accordingly to guarantee a minimum 30 calendar day delivery window. (See Deductions 1.3.7)
- e. Once early fill salt deliveries begin for a drop point, deliveries must continue until that particular drop point has received the entire quantity specified on the delivery order, prior to moving to another drop point. Delivery of a drop point's total quantity must be completed within 10 business days of the date the delivery began. (See Deductions 1.3.7)

SEASONAL BACK-UP TIMEFRAMES

- f. Seasonal back-up delivery orders will be placed periodically (as needed) throughout the contract period, and all orders will be for minimum of 50 ton deliveries. Exception; unless a smaller amount is indicated on the annual bidding document.
- g. MDOT agrees to purchase a minimum of 80% of the quantities given in the annual bidding document. The contractor shall agree to furnish up to a maximum of 30% more than the quantities given in the annual bidding document. These percentages apply to the MDOT Region total awarded to the contractor, not each individual MDOT drop point within a MDOT Region that is awarded to the contractor. These percentages of the MDOT Region total awarded to the contractor may be distributed to any MDOT drop points within a certain MDOT Region that are awarded to the contractor. MDOT is not limited to these percentages per drop point. MDOT Regions are displayed in Schedule C, MDOT Regional Map. These percentages also apply to MiDEAL members, however, they apply to each individual drop point.
- h. All deliveries shall begin within three business days and must be completed within five business days after the request for shipment or order. The deliveries will occur between October 1st through August 31st of each Contract year. The day count begins on the first business day after the order is placed. Delivery shall be made by the following formula 30% must be delivered by close of business on business day three, a total of 60% must be delivered by close of business on business day four and the entire 100% must be delivered by close of business on business day five. (See Deductions 1.3.7)

1.3.2 Delivery Tickets

All salt to be delivered must be weighed on certified scales; the contractor shall, at their expense, have their scales certified and inspected, prior to beginning shipments, and on a monthly basis thereafter until all salt has been delivered. The certification and inspection shall be conducted by the specific scale manufacturer authorized service dealer. For Early Fill, the scales must be inspected and certified between August 15th and September 30th of every year. Copies of scale certification must be sent to the Program Manager or designee by October 15th of every year. For Seasonal Back Up, the scales must be inspected and certified between January 1st and February 15th of every year. Copies of scale certification must be sent to the Program Manager or designee by. March 1st of every year. The State can require re-certification of the scale, if a particular salt shipment is found to be 4f-1st off. In addition, all delivery tickets must be legible, computer generated, printed from a computerized scale, and in English units. All trucks shall be weighted empty, then weighed loaded, and the differential shall be the net weight recorded on the delivery

ticket. Scale operators shall not pre-enter estimated empty truck tare weights. Hand written tickets are unacceptable. Scales must be cleaned on a regular basis, i.e., daily or weekly if appropriate. Also, the dock shall be maintained on a regular interval, i.e., weekly/biweekly. Violation of any of the above requirements can be grounds for rejection of salt shipment. (See Deductions 1.3.7)

1.3.3 Inconsistent Deliveries

The state reserves the right to disallow the use of any dock, weigh station, trucking company, etc. that is used by the Contractor if it is discovered that there are inconsistencies regarding the quantity indicated on a delivery ticket and the actual amount received or verified by the reweighing of a truck. MDOT has made arrangements with the appropriate enforcement authorities to increase the frequency of "spot checks" on trucks hauling salt to various delivery locations. If it is discovered that a particular delivery ticket exceeds the actual amount verified by re-weighing a truck, MDOT or the MiDEAL member will be instructed to pay based on the re-weigh quantity. The state will also seek the possible prosecution of companies that are found to be involved in a "short shipping" scheme designed to take advantage of the State of Michigan or any MiDEAL member included in this Contract.

1.3.4 Conveyor Deliveries

Please note certain locations may require conveyor delivery, as listed on the annual bidding document.

1.3.5 Delivery Term

Prices shall be "Free on Board (F.O.B.) Delivered and Unloaded". All costs associated with delivering salt to these drop points is included in each "Price per Ton." Other F.O.B. terms will not be accepted. Where the location allows, salt shall be unloaded inside the storage facility.

1.3.6 Trucking

All loads of regular salt must be covered by an industry standard mesh tarp. If a load is delivered uncovered, or with the incorrect covering the load may be rejected.

1.3.7 Deductions

EARLY FILL & SEASONAL BACK-UP DEDUCTIONS

- a. For any salt delivered after delivery hours, as listed on the annual bidding document, unless alternate times have been mutually agreed to, there will be a 25% deduction penalty.
- b. Failure to contact drop points approximately 48 hours prior to delivery will result in a 25% deduction penalty. If the Contractor can reasonably establish that it has made one or more unsuccessful attempts to contact the drop point at least 48 hours prior to delivery, the 25% deduction will be waived.
- c. No salt orders will be accepted outside of the drop point's delivery hours, when the receiving location is not staffed. If the Contractor ships outside delivery hours, it will be their responsibility to pick up the salt and redeliver during delivery hours at the Contractor's excepts.
- d. All delivery tickets must be legible, generated and printed from a computerized scale. Exception; receiving locations will allow a written ticket in emergency situations. Following the emergency situation contractor must provide a computer generated ticket with lare

weight. Failure to present a computer-generated ticket will result in a 100% deduction

- e. If a particular salt storage facility is capable of accepting inside delivery (minimum inside clearance height of 26 feet), and appropriate delivery trucks are not utilized in order to allow for self-unloading inside the facility there will be a 50% deduction penalty. Alternatively, the receiving location can opt to have the salt picked up at the Contractor's expense.
- Any of the above or below penalties can be rendered void if mutually agreed upon by the Contractor and the receiving location.

EARLY FILL ONLY DEDUCTIONS

- g. For each drop point that does not receive their total early fill salt quantity by October 31st of each contract year, the contractor will be charged \$1,000 per business day late.
- h. For salt not delivered within 10 business days of the date the delivery began, for the undelivered portion of the salt that is late, there will be a 25% deduction penalty with Increments of 5% per business day, not to exceed 50% overall.

SEASONAL BACK-UP ONLY DEDUCTIONS

For any salt not delivered by the close of business of the third business day after the order is placed (30% required of the total ordered), there will be a 25% deduction penalty with increments of 5% per business day, not to exceed 50% of the total ordered. For any salt not received by the close of business of the fourth business day after the order is placed (60% required of the total ordered), the receiving location may notify the Contractor that they will purchase the undelivered balance of the total ordered from an alternate source. The Contractor shall be responsible for any excess cost associated with this purchase as compared to the contract price for that location. The volume of sait purchased from the alternate source shall count toward the receiving location's 80% minimum order requirement. The day count shall follow the example provided below. This deduction for seasonal back-up deliveries shall not be assessed for deliveries ordered after April 15

Example: At the close of business, as fisted on the annual bidding document, unless an attemate delivery time has been mutually agreed to, on the third business day no salt, or less than 30% of the total ordered is delivered, a 25% deduction of the total ordered will be taken. On the fourth business day less than 60% of the total order has been delivered, an additional 5% deduction will be taken, on the fifth business day less than 100% of the total ordered has been delivered, and additional 5% deduction will be taken. For any subsequent business day that 100% of the salt ordered is not delivered an additional 5% deduction will be taken.

1.4 Proposal Pricing

1.4.1 Pricing

Contractors selected for the Pre - Qualified Vendor Program will be asked to provide pricing once a year throughout the course of the program. Prices quoted during the bid process will be firm for that particular year.

EARLY FILL & SEASONAL BACK-UP
The State expects that the unit prices of salt will be the same for all drop points in the same County, Exception; Seasonal Back-up in Wayne County can be bid by drop point.

MOST FAVORED CUSTOMER

The State, or any participating MIDEAL member expects to be considered the "Most Favored Customer" regarding salt purchased in the State. In other words, since the total quantity expected to be purchased as a result of this Pre — Qualified Vendor Program far exceeds the quantity that may be purchased by any other government entity in the State, the State expects to receive the "best price" during the Contract period for all locations.

1.4.2 Tax Excluded from Price

- Sales Tax: The State is exempt from sales tax for direct purchases. The Contractor's prices
 must not include sales tax. DTMB-Central Procurement will furnish exemption certificates for
 sales tax upon request.
- b. Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract ere used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request, if a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Contractor's prices must not include the Federal Excise Tax.

2.0 Packaging

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of the State and rall and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

2.1 Training

The Contractor shall provide training on the proper use of their product. This includes but not limited to the unloading and loading, storage requirements, handling, field testing (if any), and proper application (quantity, rate, weather conditions, and temperatures to be used at). Training will be held in each Region.

2.2 Reporting

The Contractor shall submit to the Program Manager a bl-weekly summary of delivery's including quantities for each location and the quantity accumulation for tracking and testing purposes, or as agreed between Contractor and Program Manager.

2.3 Meetings

The Contractor must attend the following meetings:

- a. MDOT pre-season kick-off meeting each year. A one-time pre-contract kick-off meeting as deemed necessary. The State may cancel the pre-season meeting or request other meetings as it deems appropriate.
- In the event there are issues with the deliverables under this Contract, the Program Manager or designee, and the Contractor shall be afforded the opportunity to meet within three business days of request.

3. Staffing

3.1 Contractor Representative

Doug Dyer: dyerd@compassminerals.com, 913-344-9346

Written: Doug Dyer

9900 West 10th Street, Suite 600

Overland, KS 66210

The Contractor must notify the Contract Administrator at least seven business days before removing or assigning a new Contractor Representative.

3.2 Customer Service Toll-Free Number

The Contractor must confirm whether it is able to receive orders by any of the following methods: e-mail, (acsimile transmission, or by written order, if not, the Contractor must explain its ordering capabilities. The Contractor must have internal controls, to: (a) ensure that only authorized individuals place orders; and (b) verify any orders that appear to be abnormal. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

24/7 emergency contact number: 913-344-9346

3.3 Disclosure of Subcontractors

The Contractor will utilize the following State of Michigan approved subcontractors:

Contractor must complete the following if applicable:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a pravious working experience with the subcontractor, if yas, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

4. Pricing

4.1 Price Term

Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

4.2 Electronic Catalog

To enable catalog management functionality, the Contractor must supply the State with product and pricing information as identified in this contract. The Contractor must supply the State with updated product and pricing information over the duration of the Contract using the then-current catalog template provided by the State. Product and price changes provided in this manner will not take effect until the catalog is updated in the State's procurement system.

5. Ordering

5.1 Authorizing Document

The appropriate authorizing document for the Contract will be Delivery Orders.

6. Invoice and Payment

6.1 Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) total price; (h) product type, and (i) location delivered.

7.0 Payment Methods

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) as described in Standard Contract Terms, Section 20.

Undisputed invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt.

Schedule B - 1 Page

MICHIGAN DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR SODIUM CHLORIDE

Description:

These specifications cover salt, bulk rock, sodium chloride to be used for ice and snow removal and control.

General Requirements:

The material shall be in accordance with the current specifications for Sodium Chloride, ASTM D 632, except as modified below.

Chemical Composition:

Sodium Chloride (NaCl), Minimum, percent 95.00 %

Gradation:

Sieve size		Percent passing
1/2 inch		100 %
3/8 inch	4-44-4	95 - 100 %
No. 4	***************************************	90 % maximum
No. 8	***************************************	60 % maximum
No. 30	(*************************************	15 % maximum

Material passing the No. 30 sieve in excess of 15% will be deducted from the delivered weight of the salt. Material remaining on the %" sieve will be deducted from the delivered weight of the salt.

Moisture Content:

Material with moisture content in excess of 1.5% will be deducted from the delivered weight of the salt.

Acceptance of Material:

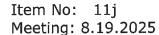
The Contractor shall provide material certification, as defined in the Michigan Department of Transportation (MDOT) Materials Quality Assurance Procedures Manual, http://www.michigan.gov/mdot/0.4616,7-151-9622_11044_11367-207980--,00.htm

that the material furnished meets the requirements of these specifications for sodium chloride. MDOT reserves the right to sample and test the material on a random basis at the point of final delivery. Material contamination from foreign debris or frozen lumps of sait may be cause for immediate rejection at the point of delivery. These tests shall be for the purpose of determining acceptance, rejection, and/or adjustment in delivered weight.

SCHEDULE C

MDOT Regional Service Areas and Facilities







Business of the Algonac City Council

Agenda Statement

Item Title: To INTRODUCE amendment to Chapter 48 "WATERWAYS", by

adding Section 3 "VESSEL PARKING".

Submitted by: Denice A. Gerstenberg, City Manager

Summary

The City of Algonac's Riverfront Park is a popular destination for boaters, residents, and visitors. To keep Riverfront Park safe, fair, and enjoyable for everyone, the following new docking rules are proposed:

- 5-hour limit for parking, docking, or mooring boats along the seawall.
- No docking north of the Walpole Island Ferry dock (Coast Guard area).
- Allowed between 7:00 AM 10:00 PM only, unless you have permission from City.
- No overnight docking without prior approval.
- Vessels over 25' must use mooring bollards (not railings or benches).
- Boaters must bring their own lines and fenders, secure vessels properly, and are responsible for any damage caused.

These rules help share limited space, protect park property, and keep the waterfront safe.

Suggested Action

MOVED BY: SUPPORTED BY:

To Introduce amendment to Chapter 48 "WATERWAYS", by adding Section 3 "Vessel Parking".

ORDINANCE NO. 2025- 03

CITY OF ALGONAC

COUNTY OF ST. CLAIR, MICHIGAN

AN ORDINANCE OF THE CITY OF ALGONAC, ST. CLAIR COUNTY, MICHIGAN TO AMEND CHAPTER 48 "WATERWAYS" OF THE CITY CODE BY ADDING SECTION 3 "VESSEL PARKING."

THE CITY OF ALGONAC ORDAINS:

SECTION 1. AMENDMENT

Chapter 48, "Waterways" is hereby amended by adding Section 3 "Vessel Parking" to read as follows:

Section 48-3. – Vessel Parking.

- (A) It shall be unlawful for any person to park, dock, or moor a boat, vessel, commercial watercraft, or personal watercraft on the seawall of Riverfront Park for a period in excess of five (5) hours.
- (B) No parking, docking, or mooring is allowed along the seawall north of the Walpole Island Ferry dock, where the United States Coast Guard has a lease with the City for that space.
- (C) Permitted parking, docking, or mooring is allowed between the hours of 7:00 A.M. and 10:00 P.M.
- (D) Overnight parking, docking, or mooring of any boat, vessel, commercial watercraft, or personal watercraft is prohibited without the prior permission of the City manager and/or Harbor Master.
- (E) Owners of vessels larger than twenty-five feet (25') in length shall use only the mooring bollards to park, dock, or moor their vessels.
- (F) Mooring lines shall be tied to cleats or mooring bollards only. Any mooring lines tied to railings, benches, or other park property shall be a violation of this section.
- (G) Persons parking, docking, or mooring vessels pursuant to this section shall provide their own mooring lines and fenders; shall secure their vessels properly; and are responsible for any damage caused by their vessels or caused to their vessels as a result of their parking, docking, or mooring.
- (H) The City may tow or remove the vessels of any violators of this section at the owners' expense.

- (I) The prohibitions set forth in this section shall not extend to vessels so stationed due to weather or mechanical emergencies.
- (J) A violation this article is a misdemeanor subjecting the violator to the penalties set forth in City Code §1-14(b).
- (K) Each day that a violation of this article continues constitutes a separate violation of this article.

SECTION 2. SEVERABILITY

This ordinance and each of the various parts, sections, subsections, sentences, phrases, and clauses hereof are declared to be severable. If any part, section, subsection, sentence, phrase, or clause is determined to be invalid or unenforceable by a court of competent jurisdiction, it is hereby provided that the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION 3. REPEAL OF ORDINANCES IN CONFLICT HEREWITH.

Any and all Ordinances of the City of Algonac or any parts or provisions thereof, to the extent that they are contrary to or inconsistent with the provisions of the within Ordinance, are hereby expressly repealed.

SECTION 4. RATIFICATION

All other provisions of the Code of Ordinances of the City of Algonac, Michigan except as herein modified or amended are hereby expressly ratified and affirmed.

SECTION 5. PUBLICATION.

This Ordinance shall be published in accordance with the terms, provisions, and requirements of the City Charter of the City of Algonac, Michigan, and in accordance with and to the extent required by the statutes of the State of Michigan.

SECTION 6. EFFECTIVE DATE.

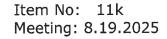
This Ordinance shall take immediate effect upon publication in accordance with the provisions and requirements of the City Charter of the City of Algonac, but in no case sooner than ten (10) days after enactment pursuant to Charter Section 7.3(f).

ORDINANCE DECLARED ADOPTED.

Rocky B. Gillis, Mayor City of Algonac, Michigan

CERTIFICATION

The foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Algonac, County of St. Clair, State of Michigan, at a regular meeting of the City Council held on the day of September, 2025, and public notice of said meeting was given pursuant to and in accordance with the requirements of Act No. 267 of the Public Acts of 1976, as amended, being the Open Meetings Act, and the Minutes of said meeting have been or will be made available as required by said Act.
Members Present: Bembas, Carter, Davey, Gillis, Harris, Meldrum, Skarbek Members Absent: None
It was moved by Member and supported by Member to adopt the Ordinance.
Members voting yes:
The Ordinance as declared adopted by the Mayor and has been recorded in the Ordinance book of the City of Algonac.
Lisa M. Borgacz, City Clerk City of Algonac, Michigan
INTRODUCED: ADOPTED: PUBLISHED: EFFECTIVE:





Business of the Algonac City Council

Agenda Statement

Item Title: To INTRODUCE Article X "SHORT-TERM RENTAL ORDINANCE" as part of

Chapter 10 "Buildings and Building Regulations" of the city code.

Submitted by: Denice A. Gerstenberg, City Manager; Fire Chief Joe Doan

Summary

Algonac's scenic riverfront and proximity to an international border make it a popular destination for visitors — and a growing number of homes are being offered as short-term rentals. While these rentals can benefit the local economy, they can also create challenges, such as:

- Neighborhood impacts Increased traffic, parking shortages, and noise can disrupt residential
 areas.
- Safety concerns Uninspected or unregulated rentals may lack proper fire safety equipment, secure exits, or adequate occupancy limits.
- Community balance Without limits, short-term rentals can concentrate in certain neighborhoods, reducing available housing for long-term residents.

While Algonac established a new ordinance for rental housing in 2020, this new ordinance specifically addresses the challenges associated with *short-term rentals*.

This ordinance is designed to allow short-term rentals while protecting the character, safety, and quality of life in Algonac's neighborhoods. It requires:

- Annual registration and inspection to ensure safety and code compliance.
- Clear local contact information for quick response to complaints or emergencies.
- Occupancy and parking limits to reduce neighborhood disruption.
- Enforcement and penalties for repeated violations.

By setting consistent rules, the City can welcome visitors while ensuring that short-term rentals remain safe, well-maintained, and respectful of residents.

Suggested Action

MOVED BY: SUPPORTED BY:

To Introduce Article X "SHORT-TERM RENTAL ORDINANCE" as part of Chapter 10 "Buildings and Building Regulations" of the City Code.

ORDINANCE NO. 2025-04

CITY OF ALGONAC

COUNTY OF ST. CLAIR, MICHIGAN

AN ORDINANCE OF THE CITY OF ALGONAC, ST. CLAIR COUNTY, MICHIGAN TO ADOPT ARTICLE X "SHORT-TERM RENTAL ORDINANCE" AS PART OF CHAPTER 10 "BUILDINGS AND BUILDING REGULATIONS" OF THE CITY CODE.

THE CITY OF ALGONAC ORDAINS:

SECTION 1. ADOPTION

Chapter 10, Article X "Short-Term Rental Ordinance" is hereby adopted to read as follows:

ARTICLE X - SHORT-TERM RENTAL ORDINANCE

Section 10-350. - Name.

This ordinance shall be known as the "Short-Term Rental Ordinance."

Section 10-351. - Purpose.

Whereas the City's riverfront location and international border crossing make it a desirable community for vacation and short-term rental properties; and whereas numerous short-term rentals have already been established within it, the City of Algonac seeks to regulate their use. The intent of this ordinance is to permit short-term rentals while maintaining the health, safety, and welfare of the general community and neighboring residents. In order to ensure that short-term rentals are not detrimental to the community or to individual neighborhoods, the City seeks to ensure that all short-term rentals are registered; that they do not dominate any particular neighborhood or area; and that they are maintained in a safe, secure manner.

Section 10-352. – Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. Short-Term Rental. A single-family dwelling unit, excluding a manufactured home or mobile home located within a manufactured housing or mobile home park, offered for lodging on a fee basis for a period not-to-exceed one hundred-eighty (180) days.
- B. *Bedroom*. A private room for sleeping, separated from other rooms by a door, and accessible to a bathroom without crossing through another bedroom. A bedroom shall not contain less than seventy square feet (70 sq. ft.), and every bedroom occupied by more than one person shall not contain less than fifty square feet (50 sq. ft.) of floor area for each occupant thereof. Common areas or rooms not designed for sleeping are not considered bedrooms.

C. Local agent. An individual designated by the property owner to oversee the short-term rental of a dwelling unit.

Section 10-353. – General Regulations.

All short-term rentals shall meet the following standards:

- A. The term of registration shall be for one (1) year from the date of issuance by the City. Annual registration renewal shall be required for all registered short-term rentals in accordance with this article prior to expiration of the registration term. Any change to property ownership during the term of registration shall require a new registration in accordance with this article.
- B. The property owner shall pay both a registration fee and an inspection fee to the City. Fees associated with this article shall be established and amended from time to time by resolution of City Council.
- C. A short-term rental shall not be registered without proof of a valid occupancy permit by the property owner and a Short-Term Rental Permit issued by the Building Department. An inspection of the dwelling unit shall be completed before the issuance of a Short-Term Rental Permit.
- D. In order to register a dwelling unit for use as a short-term rental, the property owner or local agent shall provide and certify the following information on a form provided by the City:
 - 1. Name, address, and telephone number of the property owner. Any change to property ownership during the term of registration shall require a new registration in accordance with this Ordinance;
 - 2. Name, address, and telephone number of the local agent for the dwelling unit, if different from the person or persons listed in §10-353(D)(1). Should this local agent's contact information change at any point during the term of registration, it shall be updated with the City by the property owner within fourteen (14) days of any change to this information;
 - 3. The street address of the dwelling unit;
 - 4. The number of bedrooms in the dwelling unit;
 - 5. The maximum number of occupants to which the applicant intends to rent the unit in any given rental period;
 - 6. A statement certifying that each bedroom has a working smoke alarm; that each finished floor has a working carbon monoxide detector, a working fire

extinguisher, and exit signs(s) as required by the City Building Department; and that the owner or local agent will keep those devices in good, working order;

- 7. A statement certifying that the property owner shall consent to inspections by the City and will, upon reasonable notice being provided, make the dwelling unit available to inspectors upon request of a mutually agreed day and time. A copy of this registration form shall be provided to the St. Clair County Sheriff's Department to assist with any 911 or non-emergency rental complaints;
- 8. A floor plan accurately representing the number of bedrooms in the unit and the number of finished floors;
- 9. Proof of homeowner's insurance and personal liability insurance for renter occupants; and
- 10. All short-term rental units must be connected to the City's sanitary sewer system.
- E. Owners of existing short-term rentals in operation at the time of adoption of this article shall have a period of six (6) months in which to complete registration. Those not registered within that timeframe shall be in violation of the ordinance.
- F. The maximum term of any individual rental period shall be one hundred eighty (180) days.
- G. The maximum advertised number of occupants shall not exceed the bedroom capacity defined in §10-352(B), plus two per finished floor.
- H. Each short-term rental shall post in a clearly visible location near its primary entrance, the following notice and copies or summaries of all local ordinances referenced within:

All renters of short-term rental units in Algonac are advised of the following:

- 1. This unit is subject to the Algonac Noise Ordinance, City Code §18-82, *et seq.*
- 2. This unit is located in a residential neighborhood, and the neighbors may not be vacationing.
- 3. Neighboring property owners or tenants may contact the local agent of this vacation rental or the St. Clair County Sheriff to report any potential issues relating to the use of this property.
- J. No attic or basement shall be used for determining the maximum number of occupants in a short-term rental, except that the owner or local agent may request, at the owner's expense, an inspection by the Building Department to determine that an attic or basement meets all current code requirements, including the requirements for

egress and occupancy under the Michigan Construction Code, the Michigan Residential Code, and applicable fire codes.

K. All parking shall be accommodated on-site, within a garage or on a paved, gravel, or stone driveway. The owner of the unit shall submit a plot plan or site plan demonstrating the location of the approved parking.

Section 10-354. – Violations, Penalty and Enforcement.

- A. A violation of this article is a misdemeanor subjecting the violator to the penalties set forth in City Code §1-14(b).
- B. Each day that a violation of this article continues constitutes a separate violation of this article.
- C. The City Rental Inspector may revoke the Short-Term Rental Permit for any dwelling unit that has three (3) or more separate violations within any twelve (12) month period resulting in a plea of responsibility, a plea of guilty, a plea of no contest, or a court's determination of responsibility of guilt by the owner, local agent, or any renter. The violations referenced herein may be of this article or any other City ordinance.
- D. Upon a determination by the City Rental Inspector that the Short-Term Rental Permit of a dwelling unit is being revoked pursuant to §10-354(C), the City shall issue a notice of same to the property owner and the local agent that shall inform the owner and local agent of the right to an appeal hearing to show cause why the Short-Term Rental Permit should not be revoked if same is requested within fourteen (14) days of service of the revocation notice.
- E. Appeal hearings requested pursuant to §10-354(D) shall be scheduled and conducted within twenty-one (21) days at a regularly scheduled meeting of the City Council, with notice provided to the owner and local agent. At the appeal hearing, the owner and local agent may present evidence that the requirements for revocation pursuant to §10-354(C) have not been met, or that the property owner and local agent should not be held responsible for one or more of the violations.
- F. City Council shall decide the appeal de novo at the time of the hearing.
- G. Upon revocation of its Short-Term Rental Permit, a dwelling unit may not be reregistered for a period of one (1) year and may not be used for any purpose other than as a non-rental dwelling unit.
- H. This article may be enforced by the City Rental Inspector, City Code Enforcement Officer, the St. Clair County Sheriff, or any other individual designated by the City Manager.

SECTION 2. SEVERABILITY

This ordinance and each of the various parts, sections, subsections, sentences, phrases,

and clauses hereof are declared to be severable. If any part, section, subsection, sentence, phrase, or clause is determined to be invalid or unenforceable by a court of competent jurisdiction, it is hereby provided that the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION 3. REPEAL OF ORDINANCES IN CONFLICT HEREWITH.

Any and all Ordinances of the City of Algonac or any parts or provisions thereof, to the extent that they are contrary to or inconsistent with the provisions of the within Ordinance, are hereby expressly repealed.

SECTION 4. RATIFICATION

All other provisions of the Code of Ordinances of the City of Algonac, Michigan except as herein modified or amended are hereby expressly ratified and affirmed.

SECTION 5. PUBLICATION.

This Ordinance shall be published in accordance with the terms, provisions, and requirements of the City Charter of the City of Algonac, Michigan, and in accordance with and to the extent required by the statutes of the State of Michigan.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take immediate effect upon publication in accordance with the provisions and requirements of the City Charter of the City of Algonac, but in no case sooner than ten (10) days after enactment pursuant to Charter Section 7.3(f).

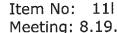
ORDINANCE DECLARED ADOPTED		NANC	F DEC	I ARFD	ADOPTED
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Rocky B. Gillis, Mayor	
City of Algonac, Michigan	

CERTIFICATION

The foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Algonac, County of St. Clair, State of Michigan, at a regular meeting of the City Council held on the day of September, 2025, and public notice of said meeting was given pursuant to and in accordance with the requirements of Act No. 267 of the Public Acts of 1976, as amended, being the Open Meetings Act, and the Minutes of said meeting have been or will be made available as required by said Act.
Members Present: Bembas, Carter, Davey, Gillis, Harris, Meldrum, Skarbek
Members Absent: None

It was moved by Member to adopt the Ordinance.	and supported by Member
Members voting yes:	
The Ordinance as declared adopt Ordinance book of the City of Algonac.	ted by the Mayor and has been recorded in the
	Lisa M. Borgacz, City Clerk City of Algonac, Michigan
INTRODUCED: ADOPTED: PUBLISHED: EFFECTIVE:	



Meeting: 8.19.2025



Business of the Algonac City Council

Agenda Statement

Item Title: To approve HVAC Final Payment #3 for Algonac Activity Center: \$23,634.

Submitted by: Fire Chief Joe Doan

Summary

The City of Algonac purchased the former Algonac Elementary School in December 2023. On March 5, 2024, residents participating in a community meeting supported keeping the existing gymnasium and creating an Algonac Activity Center.

City Council budgeted \$70,000 in the 2024-2025 budget, received \$200,000 in ARPA economic stimulus with the assistance of County Commissioner Dave Vandenbossche, budgeted \$50,000 in the 2025-2026 budget and was promised \$500,000 from the State of Michigan and Senator Kevin Hertel.

The General Contractor, Salski Construction, was approved by City Council on August 6, 2024.

Superior Heating and Cooling proposed this high efficiency system which is a hybrid system valued at \$440,000. SEMCO promoted this new system and offered \$285,000 in equipment credits, in exchange for showcasing this new system as a high-profile project like the Algonac Activity Center.

Superior Heating and Cooling was approved by City Council on November 6, 2024.

Payment #1 in the amount of \$77,650 was approved by City Council on February 4, 2025. Payment #2 in the amount of \$67,750 was approved by City Council on May 20, 2025. Payment #3 is the final payment.

Suggested Action

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve HVAC final payment #3 to Superior Heating & Cooling, Inc., whose address is 8015 Gratiot Avenue, Columbus MI 48063 in the amount of \$23,634.00 for the Algonac Activity Center.

Superior Heating & Cooling, Inc. 8015 Gratiot Ave. Columbus, MI 48063 586-727-7753 www.superiorheatcoolgeo.com



BILL TO

Salski Construction Algonac Project 1216 St. Clair Blvd. Algonac, MI 48001 JOB ADDRESS

Salski Construction Algonac Project 1216 St. Clair Blvd. Algonac, MI 48001

Customer Phone (810) 650-6901

INVOICE 65667879-1 8/11/2025

Completed Date 6/27/2025
Payment Term Due Upon Receipt
Due Date 8/11/2025

Technicians Aaron Maxwell Anthony Mini Jon Burg

DESCRIPTION	YOUR
Cafeteria Coil Replacement of coil in ducted air handler in cafeteria area. Includes coil, labor, and all materials to install. Blower has not been tested for operation yet. Unit did not have power but it still wired in. We assume just a breaker someplace is off.	\$5,489.00
Media Center: Replacement of coil in ducted air handler in library area. Includes coil, labor, and all materials to install. Blower has not been tested for operation yet. Unit did not have power but it still wired in. We assume just a breaker someplace is off.	\$5,407.00
Uninstall large hanging unit: In the north section that will be torn down is a large hanging cabinet heater that passed air test. We recommend removing this for now and seeing where additional heat may be needed in the future. Includes removing this unit and storing in storage area by the mechanical room.	\$788.00
Retainer from original invoice included.	\$10,000.00
Additional Labor for Repairing leaks	\$1,950.00
TOTAL DUE	\$23,634.00
PAYMENT	\$0.00
BALANCE DUE	\$23,634.00

Item No: 11m Meeting: 8.19.2025



Business of the Algonac City Council

Agenda Statement

Item Title:

To approve Plumbing Final Payment #2 for Algonac Activity

Center: \$2,475.

Submitted by: Fire Chief Joe Doan

Summary

The City of Algonac purchased the former Algonac Elementary School in December 2023. On March 5, 2024, residents participating in a community meeting supported keeping the existing gymnasium and creating an Algonac Activity Center.

City Council budgeted \$70,000 in the 2024-2025 budget, received \$200,000 in ARPA economic stimulus with the assistance of County Commissioner Dave Vandenbossche, budgeted \$50,000 in the 2025-2026 budget and was promised \$500,000 from the State of Michigan and Senator Kevin Hertel.

The General Contractor, Salski Construction, was approved by City Council on August 6, 2024.

G&L Plumbing LLC was approved to perform repairs and installation of plumbing by City Council on April 1, 2025. G&L quoted \$26,300.

Payment #1 was approved June 17, 2025 in the amount of \$25,650. Attached is Payment #2 in the amount of \$2,475.

Suggested Action

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve plumbing final payment #2 to G&L Plumbing, LLC, whose address is 7773 Card Rd, Wales, MI 48027 in the amount of \$2,475 for the Algonac Activity Center.



7773 Card Rd Wales, MI 48027 810.531.2303

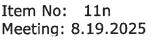
Invoice

Date	Invoice #			
7/29/2025	4693			

Bill To	
City of Algonac Algonac, MI 48001	

Job	
Community Center 1216 St Clair Blvd Algonac, MI 48001	

	Vendor I	No.	Site#	Project	Work Order#		Terms		P.	O#	
				Community C	enter						
Item			Description		Est	Amt	Prior Amt		Qty	Rate	Amount
		Extr	as								
Commercial			nove leaking 4" coppe 2 4" couplings and p		9	950.00			1	950.00	950.00
Con	nmercial		nish and install new m nitors closet	op sink faucet	1	275.00			1	275.00	275.00
Commercial		gask	nove urinal, install nevet, replace trap clean	w drain out, and re	:	525.00			3	175.00	525.00
Commercial		boys was buil	nove cracked hand was rest room, locate reph station in abandoned ding, remove and re in amaged unit.	lacement d section of		725.00			1	725.00	725.00
						То	tal		\$2,475.00		
					Pa	yments/	Credits	\$0.00			
								В	alance	Due	\$2,475.00





Business of the Algonac City Council

Agenda Statement

Item Title:

To approve purchase of Fire Department rescue boat GPS

system: \$2,479.99.

Submitted by: Fire Chief Joe Doan

Summary

The current Garmin GPS system on the fire boat is obsolete. Software updates are no longer available and the current system does not support the FLIR system (thermal night vision) used in Search & Rescue operations.

The new system available is the Garmin GPSMAP 1243xsv. This unit will use all cables from the current unit making it an easy transition.

The cost is determined by the manufacturer and set at \$3,099.99; however, West Marine will provide the unit at government pricing for \$2,479.99.

Suggested Action

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve purchase of Fire Department rescue boat GPS system from West Marine, whose address is 401 Michigan St., Algonac, MI 48001 in the amount of \$2,479.99.



805 St. Clair River Drive Algonac, MI 48001 810.794.9361 | *FAX* 810.794.4804 www.cityofalgonac.org City Council
Mayor
Mayor Pro Tem
Councilman
Councilwoman
Councilwoman
Councilwoman
Councilman

Rocky Gillis Dawn Davey Michael Bembas Ed Carter Cathy Harris Wendy Meldrum Jacob Skarbek

TO:

Denice Gerstenberg, City Manager

FROM:

Joseph Doan

DATE:

08/13/2025

SUBJECT:

GPS for Fire Boat

The current Garmin GPS system that is on the fire boat is now obsolete and no longer supported by any software updates which does not offer the most up to date information/navigation charting and does not support the FLIR system (thermal night vision) used in Search & Rescue operations.

The new system available is the Garmin GPSMAP 1243xsv. This unit will use all cables from the current unit making it an easy transition. The cost is determined by the manufacturer and set at \$3,099.99. This new unit is available from West Marine at government pricing for \$2,479.99.

We are seeking approval to purchase the Garmin GPSMAP 1243xsv from West Marine.

TheGPSstore.com \$3,099.99
Bass Pro Shops \$3,099.99
Mygreenoutdoors.com \$3,099.99

Home

Garmin GPSMAP 1243xsv GN+ Chartplotter/Fishfinder Free 2-Day Shipping!















Garmin GPSMAP 1243xsv GN+ Chartplotter/Fishfinder

The Garmin GPSMAP 1243xsv GN+ is a multifunction display with preloaded Garmin Navionics+ charts featuring coastal and inland chart content for the US and Canada with Auto Guidance+ technology and 1-year of free daily updates via the ActiveCaptain app. The internal sounder supports 1kW CHIRP, ClearVu and SideVu sonar. View sonar, charts and other optional network accessories on the sunlight readable 12-inch IPS touch display!

Transducer is required for sonar features and is sold separately.

Save with a Value Bundle, Click Here to Shop this Same Unit Bundled with a Garmin Navionics Vision+ Chart!

GA0236761 MAN#010-02367-61 ID#: 7327

★★★★ (Rating 92)

Our Price: \$3,099.99

Availability: In Stock

Shipping: Free 2-Day Shipping!

Condition: Brand New

MADD TO CART

Description

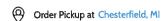
In the Box-Key Features

Accessories



YOUR CART

1 item \$3,099.99





1 +

Ship to Address

FREE Pickup In-Store
We'll ship this item to your store
In Store or Curbside
Chesterfield, MI

\$3,099.99

X

Round-Up for Conservation



Make a difference by rounding up your purchase for conservation:

- The Outdoor Fund is a 501(c)(3) not-for-profit charity.
- 97 cents of every dollar directly benefits conservation efforts across North America.

_	_		
Heln	hv	Don	ating

\circ	Round-Up to nearest dollar	
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- O Donate \$1
- O Donate \$5
- O Donate \$10
- O No, thanks

Together, we're making a significant impact. Learn More



Cart

Search the store

Q

HOME / MFD, CHARTPLOTTER & GPS / GPS - FISHFINDER COMBOS / GARMIN GPSMAP 1249XSV COMBO GPS/FISHFINDER GN+ [010-02367-61]

Garmin Garmin GPSMAP 1243xsv Combo GPS/Fishfinder GN+ [010-02367-61] MyGreenOutdoors

Add to Wish List





GARMIN

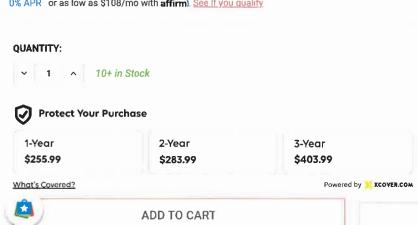
Garmin GPSMAP 1243xsv Combo GPS/Fishfinder GN+ [010-02367-61]

\$3,099.99

As low as \$167.01/mo with PayPal Learn more

Condition: Brand New Availability: In Stock

0% APR or as low as \$108/mo with affirm. See if you qualify





Item No: 12

Meeting: 8.19.2025

Business of the Algonac City Council

Agenda Statement

Item Title: To approve accounts payable and payroll in the amount of

\$1,219,082.90.

Submitted by: Alysia Bugg, City Treasurer

Summary

Attached are the bills and payroll for City Council review.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve accounts payable and payroll in the amount of \$1,219,082.90.

	30,685.40 47,727.59	w w	Direct Deposit Total Payroll #1222		
1,219,082.90	\$	a total of:		es accounts payable an	Resolved, that the City Council approves accounts payable and payroll as submitted for
42,707.21	•		ould be in order:	, the following motion wo	Assuming Council approves all transactions, the following motion would be in order:
	10,053.12	· ·	EFT #996	8/1/2025	EFT
	1,646.69	\$	EFT #993	8/1/2025	EFT
	322.00	\$	32455	8/1/2025	Checks
	30,685.40	Ş	DD13654-DD13682	8/1/2025	Direct Deposits
	TNU	AMOUNT	CHECK NUMBERS	DATES	PAYROLL
1,176,375.69	\$				
	600.00	Ş	399(E)	8/14/2025	EFT
	748.25	❖	398(E)	8/14/2025	EFT
	90.10	÷	397(E)	8/14/2025	EFT
	867.32	❖	6629	8/14/2025	TAX
	579,401.77	❖	6626-6628	8/7/2025	TAX
	265,498.32	ᡐ	53369-53401	8/14/2025	AP
	329,169.93	\$	53362-53368	8/12/2025	AP
TOTAL	UNT	AMOUNT	CHECK NUMBERS	DATES	BANK ACCOUNT
					8/14/2025
					FROM: ALYSIA BUGG, TREASURER
Item #12			C207/C1/9		IO: ALBUNAC CITY COUNCIL