

**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, October 7, 2025
6:00 p.m.**

- 1) Call to Order
- 2) Roll Call
- 3) Moment of Silent Prayer
- 4) Pledge of Allegiance
- 5) Approve Agenda
- 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 – September 16, 2025
 - d. Miscellaneous Business
 - 1) Approve Supplemental Agreement #11 to the Algonac Winter Mooring Contract for the period September 1, 2025 to August 31, 2026.
- 10) Unfinished Business
- 11) New Business
 - a. To approve Annual Neptune 360 Meter Reading Software Renewal:
\$3,663.38
 - b. To approve Water Filtration Plant Drinking Water Laboratory Recertification: \$3,443.18.
 - c. To approve Riverfront Park flagpole repair: \$1,212.50
 - d. To approve Algonac Swimming Pool Project Pay Application #9:
\$404,683.94.

- e. To approve payment to Park N Pool for Swimming Pool Deck Furniture: \$34,985.92.
- f. To approve replacement of sanitary sewer lift station float switches: \$3,143.84.
- g. To approve Proposed Recruitment & Selection Process for a new City Manager.
- h. To approve 2025 Halloween Trick or Treat Hours & Road Closures.
- i. To approve Activity Center Lease Agreement with Piece-To-Peace Quilters.
- j. To INTRODUCE Amendment to Chapter 44 "Utilities" by adding Article IV "Stormwater Management".
- k. To INTRODUCE Amendment to Chapter 32 "Solid Waste", Article I "In General" Section 1 "Polluting Public Places" subsection (A) to change violations of the ordinance from Municipal Civil Infractions to Misdemeanors by adding subsection (C).

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.

City Manager's Report – October 7, 2025

Algonac Activity Center. Piece-to-Piece Quilters Lease Agreement on agenda for October 7 and they plan to move in immediately. Staff working with other local groups that are interested in holding meetings and events at the center.

Smoke Testing: Completed last week. Analyzing data.

North Ave., Elm St., Chestnut St. - Road Rehabilitation. Contractor recently finished sealing the bridge and now the final punch list is being prepared.

Lions Park Pathway Paving.

Plans and specs are at 50% completion. Additional survey work is needed to address areas where topo was not gathered previously along the proposed plan.

Denice A. Gerstenberg, City Manager



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 – September 16, 2025
- d) Miscellaneous Business
 - 1. Approve Supplemental Agreement #11 to the Algonac Winter Mooring Contract for the period September 1, 2025 to August 31, 2026.

Suggested Action:

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, September 16, 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 Carter, Davey, Gillis, Harris, Meldrum and Skarbek.

Absent: Councilman Bembas.

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

Motion by Harris, supported by Carter to excuse Councilman Bembas due to being out of town. Motion carried.

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 Carter to approve the agenda as presented. Motion carried.

Presentations

There were no presentations.

Public Comment

Julianna Wostyn, 829 Townsend, commended City Manager Gerstenberg, for the job she has done, and for bringing a level of knowledge and professionalism to this city that had not been seen before. She is someone who did her best to treat others equally, worked well with other community leaders, and put Algonac first. She is a strong leader, and the city was fortunate to have her as long as they have. She hopes this council realizes the huge hole that her departure will leave. She congratulated Mrs. Gerstenberg on her retirement and thanked her.

City Manager's Report

There was no report.

Consent Agenda

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

- a. City Council Meeting Minutes
 - 1) Regular Meeting – September 2, 2025
- b. Departmental Reports
 - 1) Blight Enforcement
 - 2) Building
 - 3) DPW
 - 4) Finance
 - 5) Fire Department
 - 6) Water Department
- c. Communications & Notices
 - 1) Boards & Commissions Roster
 - 2) Housing Commission Minutes – June 16, 2025
- d. Miscellaneous Business
 - 1) Tree removal at Algonac Community Pool
Approve tree removal at Algonac Community Pool by Timbers Tree Service Inc., whose address is 3037 King Road, China, MI 48054 in the amount of \$4,000.00.
 - 2) Tree removal at 488 Dixie Blvd.
Approve tree removal at 488 Dixie Blvd. by Timbers Tree Service, Inc., whose address is 3037 King Road, China, MI 48054 in the amount of \$1,500.00.
 - 3) Fire Department Annual ESO Reporting Program Renewal.
Approve renewal of annual subscription for the National Fire Incident Reporting System for the Fire Department from ESO Solutions, Inc., whose address is P.O. Box 738310, Dallas, TX, in the amount of \$3,087.00.

Motion carried.

Unfinished Business

None

New Business

To approve North, Elm & Chestnut Pavement Rehabilitation Pay Application No. 1.

Motion by Carter, supported by Davey to approve Pay Application No. 1 for North, Elm & Chestnut Pavement Rehabilitation Project to Peake Asphalt, Inc., whose address is 48181 Ryan Road, Shelby Twp., MI 48317 in the amount of \$198,574.89.

Roll Call

Ayes: Carter, Davey, Gillis, Harris, Meldrum, Skarbek

Nays: None

Absent: Bembas

Motion carried.

To approve Change Order for Fire Alarm System for Algonac Activity Center.

Motion by Davey, supported by Harris to approve Change Order for the Algonac Activity Center Fire Alarm System to Stephenson Electric Company, whose address is P.O. Box 610841, Port Huron, MI 48061-0841 in the total amount of \$7,325.00, and direct the City Manager to sign the proposal on behalf of the city.

Roll Call

Ayes: Davey, Gillis, Harris, Meldrum, Skarbek, Carter

Nays: None

Absent: Bembas

Motion carried.

To approve Change Order for Climate Controls for Algonac Activity Center.

Motion by Skarbek, supported by Carter to approve change order for the Algonac Activity Center by Superior Heating & Cooling, Inc., whose address is 8015 Gratiot, Columbus, MI 48063 in the amount of \$3,840.00, and direct the City Manager to sign the proposal on behalf of the city.

Roll Call

Ayes: Gillis, Harris, Meldrum, Skarbek, Carter, Davey

Nays: None

Absent: Bembas

Motion carried.

To adopt Resolution #2025-12 recognizing Piece-To-Peace Quilters as a local non-profit organization.

Motion by Davey, supported by Meldrum to adopt Local Governing Body Resolution for Charitable Gaming Licenses Resolution #2025-12 recognizing

Piece-To-Peace Quilters as a non-profit organization within the City of Algonac.

Roll Call

Ayes: Harris, Meldrum, Skarbek, Carter, Davey, Gillis
Nays: None
Absent: Bembas

Motion carried.

To approve Fire Department Tower 1 Repairs.

Motion by Carter, supported by Harris to approve Fire Department Tower 1 Repairs from Apollo Fire, whose address is 12584 Lakeshore Drive, Romeo, MI 48065 in the amount of \$5,194.61.

Ayes: Meldrum, Skarbek, Carter, Davey, Gillis, Harris
Nays: None
Absent: Bembas

Motion carried.

To approve Algonac Activity Center Property Insurance.

Motion by Skarbek, supported by Carter to approve the Property and Liability Insurance renewal for the Algonac Activity Center from Nickel & Saph, Inc., whose address is 44 Macomb Place, Mount Clemens, MI 48043 for the period August 1, 2025 to July 1, 2026 in the amount of \$9,416.00.

Ayes: Skarbek, Carter, Davey, Gillis, Harris, Meldrum
Nays: None
Absent: Bembas

Motion carried.

To approve Water Plant High Service Pump #3 Start-up.

Motion by Meldrum, supported by Skarbek to approve Water Plant High Service Pump #3 start-up by Standard Electric Company, whose address is 2650 Trautner Drive, Saginaw, MI 48604 in the amount of \$3,652.66.

Ayes: Carter, Davey, Gillis, Harris, Meldrum, Skarbek,
Nays: None
Absent: Bembas

Motion carried.

To approve proposal for 2025 Bridge Inspections.

Motion by Carter, supported by Skarbek to approve proposal for 2025 Algonac Bridge Inspections from Anderson, Eckstein & Westrick, Inc., whose address is 51301 Schoenherr Road, Shelby Township, MI 48315 in the amount of

\$18,450.00 and direct the City Manager to sign the proposal on behalf of the city.

Ayes: Davey, Gillis, Harris, Meldrum, Skarbek, Carter
Nays: None
Absent: Bembas

Motion carried.

To approve installation of Blue Safety Mesh Cover at Algonac Community Pool.

Motion by Skarbek, supported by Carter to approve invoice from Advanced Pool Services, Inc., whose address is 1220 N. Milford Road, Highland, MI 48357 for Blue Safety Mesh Cover at Algonac Community Pool in the amount of \$18,500.00.

Ayes: Gillis, Harris, Meldrum, Skarbek, Carter, Davey
Nays: None
Absent: Bembas

Motion carried.

To approve Special Event Permit for Red Barn Country Fest & SXS Ride on September 27, 2025.

Motion by Meldrum, supported by Carter to approve the Special Events permit from Youth for the Future for Red Barn Country Fest at Smith Recreation Park and SXS Ride on Saturday, September 27, 2025, pending certificate of insurance.

Ayes: Harris, Meldrum, Skarbek, Carter, Davey, Gillis
Nays: None
Absent: Bembas

Motion carried.

To Accept City Manager Notice of Retirement.

Motion by Skarbek, supported by Meldrum to accept City Manager Notice of Retirement effective November 27, 2025. Motion carried.

Accounts Payable

Motion by Carter, supported by Harris to approve accounts payable and payroll in the amount of \$1,864,497.77.

Roll Call

Ayes: Meldrum, Skarbek, Carter, Davey, Gillis, Harris
Nays: None
Absent: Bembas

Motion carried.

Items for Next Agenda

- Trick or Treat hours
- Appoint SMUA Representative
- City Manager Search Process
- USCG Winter Mooring
- Piece-to-Peace Quilters Lease Agreement

Council Comment

Carter

Congratulated Mrs. Gerstenberg on her retirement, adding she will be missed. Hippy Fest at Clay Township was a fun event. Please be mindful of others and keep the families of recent tragedies in our prayers.

Davey

Commented on the recent tragic losses of area kids. We need to pay closer attention to what's happening to our children, and need to do all we can to lower the tone. There is help out there.

Harris

Congratulated Mrs. Gerstenberg on her retirement and wished her good luck. Prayers go out to all the families who experienced loss this past week.

Meldrum

Feels bad for all the families who've lost loved ones recently. She congratulated Mrs. Gerstenberg on her retirement, and wished her the very best.

Skarbek

Heart goes out to families in all the communities who experienced loss over the weekend. There will be candlelight vigil tomorrow night at the high school at 8:00 p.m. He congratulated Mrs. Gerstenberg on her retirement. The Red Bard Country Fest event is still in need of sponsorships, please contact him if interested. There are many very rude, ignorant posts on social media. Parents and kids need to do better and need to be more positive.

Gillis

Congratulated Mrs. Gerstenberg on her retirement. In regards to the recent tragedies, if there's one message in life, choose kindness.

Adjournment

Motion by Meldrum, supported by Harris to adjourn the meeting at 6:31 p.m. Motion carried.

Signed _____; respectfully submitted _____
Mayor Rocky Gillis City Clerk Lisa Borgacz



Business of the Algonac City Council

Consent Agenda Statement

Item Title: **To approve Supplemental Agreement #11 to the Algonac Winter Mooring Contract for the period September 1, 2025 to August 31, 2026.**

Submitted by: Denice Gerstenberg, City Manager

Summary

The United States Coast Guard has a contract with the city of Algonac that allows mooring along the Algonac riverfront. Every year the Coast Guard requests an annual extension.

Last year, the parent command, Shore Infrastructure Logistics Center (SILC), shifted the lease dates from October 1-September 30 to September 1-August 31 due to budgeting for their fiscal year, which begins October 1st of each year.

Attached is Supplemental Agreement #11 for the period September 1, 2025 to August 31, 2026.

Suggested Action

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve Supplemental Agreement #11 to the Algonac Winter Mooring Contract No. HSCG83-16-1-0003 between the city of Algonac and the U.S. Coast Guard for the period September 1, 2025 to August 31, 2026.

APPROVED/Denied

ALGONAC WINTER MOORINGS

SUPPLEMENTAL AGREEMENT	SUPPLEMENTAL AGREEMENT	DATE
	NO. 11 TO LEASE NO. HSCG83-16-1-0003	September 1, 2025
ADDRESS OF PREMISES ST CLAIR RIVER ALGONAC, MI 48001		
THIS AGREEMENT, made and entered into this date by and between CITY OF ALGONAC whose address is 805 ST CLAIR RIVER DRIVE ALGONAC, MI 48001 called the Lessor, and the UNITED STATES OF AMERICA, called the Government WHEREAS, the parties desire to amend the above agreement. NOW THEREFORE, these parties for the considerations mentioned covenant and agree that the said agreement is amended. Effective <u>1 September 2025</u> as follows: Pursuant to the terms of the aforementioned lease, the Government hereby exercises its option to renew for the period 01 SEPTEMBER 2025 to 31 AUGUST 2026 . The Government's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the Government for payment of any money shall arise unless and until funds are made available to the Contracting Officer for this procurement. You will be notified immediately if funds do not become available for this procurement. The Government shall pay consideration of \$100 Annually in arrears. All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR BY _____ (Signature) (Title) IN PRESENCE OF _____ (Signature) (Address)		
UNITED STATES OF AMERICA WERTHMULLER,KEVIN.JOH Digitally signed by BY N.1187332067 WERTHMULLER,KEVIN.JOHN.1187332067 Date: 2025.07.10 14:07:58 -04'00' (Signature) Real Estate Contracting Officer USCG, Civil Engineering Unit Cleveland (Official Use)		



Business of the Algonac City Council

Agenda Statement

Item Title: To approve Annual Neptune 360 Meter Reading Software
Renewal: \$3,663.38.

Submitted By: Joshua Stewart, Water Plant Supervisor

Summary

Neptune 360 software is used to read the water meters throughout the city.

The annual software fee is based on the number of water meters.

The city currently has 1,870 meters.

This one-year software contract is for September 1, 2025 through August 31, 2026.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve renewal of Neptune 360 Meter Reading Software from Ferguson Waterworks, whose address is PO Box 644054, Pittsburgh, PA 15264-4054 in the amount of \$3,663.38 for the period of September 1, 2025 through August 31, 2026.

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
Councilman
Councilwoman
Councilwoman

Rocky Gillis
Raymond Martin
Michael Bembas
Ed Carter
Dawn Davey
Cathy Harris
Dale Williams

To: Denice Gerstenberg; City Manager

From: Joshua Stewart; Water Plant Superintendent

Subject: Annual Neptune 360 Meter Reading Software Renewal 2025/2026

Date: 9/25/2025

The City of Algonac uses Neptune 360 to read the water meters throughout the City. This software requires annual renewal based upon number of meters installed. Please see the attached invoice for \$3,663.38 from Ferguson remit to: Ferguson Waterworks #3386, PO Box 644054, Pittsburgh, PA 15264-4054.

Thank you,

Joshua Stewart
Algonac Water Plant Superintendent
(810)794-3281
Waterplant@cityofalgonac.org



1931 SNOW ROAD
LANSING, MI 48917-9505

Please contact with Questions: 517-322-0300

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0231365	\$3,663.38	6989	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #3386
PO BOX 644054
PITTSBURGH, PA 15264-4054

MASTER ACCOUNT NUMBER: 590655

SHIP TO:

751 1 MB 0.672 E0175 I0273 D1459I035281 S2 P10892512 0002:0002



CITY OF ALGONAC
METER ACCOUNT
1530 ST CLAIR RIVER DR
ALGONAC MI 48001-1344

CITY OF ALGONAC
1530 ST CLAIR RIVER DR
METER ACCOUNT
ALGONAC, MI 48001

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2053	2053	MIE	-	DMH	360	09/04/25	19128
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1918	1918	N14099103	NEPTUNE 360 AMR 1001-2500 Start Date: 9/1/2025 End Date: 8/31/2026	1.910	EA	3663.38	
			INVOICE SUB-TOTAL			3663.38	
***** LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. *****							
Please note the new remit address above 							

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$3,663.38

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

0002:0002



Item No: 11b
Meeting: 10.7.2025

Business of the Algonac City Council

Agenda Statement

Item Title: To approve Water Filtration Plant Drinking Water Laboratory Recertification: \$3,443.18.

Submitted by: Joshua Stewart, Water Plant Superintendent

Summary

Every three (3) years the State of Michigan requires certification of all water plant laboratories that analyze drinking water. Our current certification will expire on March 1, 2026.

Attached is the invoice from the State of Michigan Department of Environment, Great Lakes and Energy.

Suggested Action

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve Algonac Water Filtration Plant Drinking Water Laboratory Recertification for a three-year period from March 1, 2026 through March 1, 2029 to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), whose address is P.O. Box 30657, Lansing, MI 48909 in the amount of \$3,443.18.

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: Algonac Laboratory Certification Renewal
Date: 9/30/2025

The Algonac Water Filtration Plant operates as a state-certified laboratory for water sample analysis, a designation it must maintain to comply with various regulatory requirements. This certification is essential for performing analytical methods used to verify plant production and ensure compliance with state and federal drinking water standards.

In addition to monitoring plant operations, the Algonac Laboratory also conducts testing, recording, and reporting of water samples for local pools and spas. Certification is mandated for any laboratory performing drinking water analyses under the Safe Drinking Water Act (1976 PA 399, as amended), the Michigan Environmental Response Act, and for certain mortgage-related evaluations. It is also required for laboratories analyzing water from public swimming, wading, and spa pools.

We are requesting approval for renewal of certification in the Microbiology category, which is valid for a three-year period. The total cost for this certification is **\$3,443.18**, payable to the **State of Michigan**.

Please refer to the attached invoice for detailed cost information.

Thank you,

Joshua Stewart
Algonac Water Plant Superintendent
(810)794-3281
Waterplant@cityofalgonac.org

Enclosed: (1) Attachment; EGLE Invoice# 761-11342875



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
REMEDIAION DIVISION
DRINKING WATER LABORATORY CERTIFICATION

INVOICE

Issued under authority of Safe Drinking Water Act 399 of 1976.
FED ID # 38-6000134

SUNNY JACOB
ALGONAC WATER FILTRATION PLANT
1530 ST. CLAIR RIVER DRIVE
ALGONAC, MI 48001
US

Invoice Number:	761-11342875
Customer Id:	222350
Invoice Date:	September 23, 2025
Total Due:	\$3,443.18

ALGONAC WATER FILTRATION PLANT
1530 ST. CLAIR RIVER DRIVE
ALGONAC, MI 48001
US

If you have questions, please call (517) 335-9219. NOTE: The application form and the quality assurance plan should be mailed to the Remediation Division.

Invoice Item	Qty	Unit Cost	Sales Tax	Total Cost
MICROBIOLOGY	1.00	\$3,443.180	\$0.00	\$3,443.18

To pay by credit card, please visit
<https://www.thepayplace.com/mi/deq/watertesting>

Total Invoice:	\$3,443.18
-----------------------	-------------------

Payment Due: November 07, 2025

Attention State Departments: Prepare an IET doc. If paying with a fund within the General Fund class (even if a restricted fund), use DOBJ 6897. If paying with a fund that is within a fund class other than General Fund, use the DREV coding below

REMIT PAYMENT TO: **STATE OF MICHIGAN**
TO ENSURE PROPER CREDIT, SEND THIS PORTION WITH PAYMENT TO:

EGLE
CASHIERS OFFICE
PO BOX 30657
LANSING, MI 48909-8157

INVOICE NUMBER 761-11342875 RD DWLC

(Please note or make any address corrections below.)

SUNNY JACOB
ALGONAC WATER FILTRATION PLANT
1530 ST. CLAIR RIVER DRIVE
ALGONAC, MI 48001
US

Total Due: \$3,443.18



Business of the Algonac City Council

Agenda Statement

Item Title: To approve Riverfront Park flagpole repair: \$1,212.50.

Submitted By: Joe Vernier, DPW Foreman

Summary

The flagpole for the large 20'x 30' flag in Riverfront Park needs repair.

Currently the flag cannot be at full staff.

The city currently has a contract with Rocket Enterprises, who is the only local provider of flag and flagpole services.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve flagpole repair with Rocket Enterprises, whose address is 30660 Ryan Rd, Warren, MI 48092 in the amount of \$1,212.50 and direct the city manager to sign the contract on behalf of the city.

APPROVED/Denied

INQ# 102193

9-17-25



ROCKET ENTERPRISE, INC.
586/751-7600 PHONE / 586/751-7636 FAX

September 17, 2025

Joe Vernier
Algonac City Park
805 St. Clair River Drive
Algonac, MI 48001

(810) 533-1652
dpw@cityofalgonac.org

Joe,

Below is the discounted cost to perform the repair(s) needed on your flagpole.
Should you have any questions or need additional information please feel free to call at any time.

We appreciate your consideration and look forward to being a part of your organization's Patriotic Flag Flying Tradition!

Sincerely,

Kaylyn Florey

FLAGPOLE(S) SPECIFICATIONS: 74' Silver Steel W/ RLS 6020, 10" Base

QTY	DESCRIPTION	TC	TA	EACH	EXTENDED
1	SERVICE CALL & LABOR TO ACCESS 74' TO REPLACE NEEDED PARTS	NT	0	\$1,175.00	\$1,175.00
1	FLAG SERVICE CUSTOMER DISCOUNT	NT	0	(\$587.50)	(\$587.50)
1	3.5" - 4" POLE TOP ADAPTER	NT	0	\$140.00	\$140.00
1	HD DOUBLE REVOLVING TRUCK ASSEMBLY	NT	0	\$320.00	\$320.00
1	10" GOLD BALL	NT	0	\$140.00	\$140.00
1	9" SATIN CLEAT	NT	0	\$25.00	\$25.00
2	ROPE FOR 74' DOUBLE PULLEY	NT	0	N/C	\$0.00
					\$0.00
				SUB TOTAL	\$1,212.50
				TAX	\$0.00
	NOTE: PRICING SHOWN IS FIRM FOR "60" DAYS			TOTAL	\$1,212.50

UPON ACCEPTANCE - PLEASE SIGN, DATE & RETURN YOUR ORDER APPROVAL - THANK YOU

NAME & TITLE

DATE



Item No: 11d
Meeting: 10.7.2025

Business of City Council

Agenda Statement

Item Title: To approve Algonac Swimming Pool Project Pay Application #9: \$404,683.94.

Submitted by: Denice A. Gerstenberg, City Manager

Summary

Attached is Pay Application #9 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 July 1, 2025, to August 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	\$ 63,000.00
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
8/19/2025	Pay Application #8	\$453,572.25

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 #9 to Robert Clancy Contracting, whose address is 9342 Marine City Highway, Casco, MI 48047, in the amount of \$404,683.94.

APPROVED/Denied



George J. Hartman Architects, P.C.

6905 Telegraph Road • Suite 101
Bloomfield Hills • Michigan • 48301
248-258-5811 • fax 248-258-5812

September 23, 2025

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

Re: Algonac Pool Project
Robert Clancy Contracting, Inc.
Payment Application #9

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 July 1, 2025 to August 30, 2025.

The payment application has been reviewed for accuracy of accounting and the construction completion percentages indicated on the application. Based on site visits conducted during the month of August, 2025 and discussions with Holsbeke Construction Project Manager Tom Ulrich, construction is complete to the 100% level as indicated on the application. Retention has been reduced to 5% with a balance held on the contract in the amount of \$148,570.46.

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, third and fourth pages of the application. The last sheet is a sworn statement provided by Clancy Contracting to validate the payment request as it pertains to sub-contractors and suppliers. Retention of 5% is held on all billed amounts. This payment application has been certified in the amount of \$404,683.94.

Clancy will be providing warranties, waivers and project documents with the final payment application.

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 #9

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: City of Algonac
805 St. Clair Drive
Algonac, MI. 48001

PROJECT: Algonac Community Outdoor
Pool & Equipment Room
1833 Michigan St
Algonac, MI 48001

APPLICATION #: 9
INVOICE #: 12941
PERIOD TO: 8/31/2025

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

FROM CONTRACTOR:
Robert Clancy Contracting, Inc.
9342 Marine City Hwy.
Casco Twp., MI. 48064

VIA ARCHITECT:

PROJECT #

CONTRACT FOR: Remove & Replace Community Swimming Pool, Build Equipment Room Addition CONTRACT DATE: 8/20/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet Is attached.

1. ORIGINAL CONTRACT SUM \$ 2,924,301.00
2. Net change by Change Orders \$ 47,108.10
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,971,409.10
4. TOTAL COMPLETED & STORED TO \$ 2,971,409.10
DATE (Column G on Cont Sheet)
5. RETAINAGE:
a. 5 % of Completed Work \$ 148,570.46
(Column D + E on Cont Sheet)
b. % of Stored Material \$
(Column F on Cont Sheet)
Total Retainage (Lines 5a + 5b or
Total in Column I of Cont Sheet) \$ 148,570.46
6. TOTAL EARNED LESS RETAINAGE \$ 2,822,838.65
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) \$ 2,418,154.71
8. CURRENT PAYMENT DUE \$ 404,683.94
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 148,570.46
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$73,073.10	\$25,965.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$73,073.10	\$25,965.00
NET CHANGES by Change Order	\$47,108.10	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

State of:

County of:

Subscribed and sworn to before me this 10th day of September 2025

Notary Public:

My Commission expires:

JOAN M. BOWEN
NOTARY PUBLIC, STATE OF MI
COUNTY OF ST. CLAIR
MY COMMISSION EXPIRES Feb 10, 2031
ACTING IN COUNTY OF St. Clair

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 404,683.94

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

PAGE 2 OF 4 PAGES

APPLICATION NO: 9
APPLICATION DATE: 8/27/2025
PERIOD TO: 8/31/2025
ARCHITECT'S PROJECT NO:
Algonac Community Swimming Pool & I

Algonac Community Swimming Pool & Equipment Room

Algonac Community Swimming Pool & Equipment Room

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D & E)	TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
	<u>Division # 1</u>								
1	General Conditions	\$558,898.00	\$436,825.50	\$122,072.50	\$0.00	\$558,898.00	100.00%	\$0.00	\$27,944.90
	<u>Division # 3</u>								
2	Concrete Slab	\$35,617.00	\$35,617.00	\$0.00	\$0.00	\$35,617.00	100.00%	\$0.00	\$1,780.85
3	Concrete Site Work	\$92,651.00	\$92,651.00	\$0.00	\$0.00	\$92,651.00	100.00%	\$0.00	\$4,632.55
4	Footings	\$198,434.00	\$198,434.00	\$0.00	\$0.00	\$198,434.00	100.00%	\$0.00	\$9,921.70
5	Precast Balance Tank	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$1,750.00
6	Precast Slab	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$1,250.00
7	Supply Base for Concrete Ramps	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$400.00
	<u>Asphalt</u>								
8	Asphalt	\$5,800.00	\$0.00	\$5,800.00	\$0.00	\$5,800.00	100.00%	\$0.00	\$290.00
	<u>Division # 4</u>								
9	Masonry	\$67,563.00	\$67,563.00	\$0.00	\$0.00	\$67,563.00	100.00%	\$0.00	\$3,378.15
	<u>Division # 5</u>								
10	Beams	\$2,274.00	\$2,274.00	\$0.00	\$0.00	\$2,274.00	100.00%	\$0.00	\$113.70
11	Railings	\$185,269.00	\$99,476.90	\$85,792.10	\$0.00	\$185,269.00	100.00%	\$0.00	\$9,263.45
12	Dumpster Gate & Post	\$6,969.00	\$6,969.00	\$0.00	\$0.00	\$6,969.00	100.00%	\$0.00	\$348.45
	<u>Division # 7</u>								
13	Waterproofing	\$4,000.00	\$415.00	\$3,585.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
14	Gutters	\$2,922.00	\$2,922.00	\$0.00	\$0.00	\$2,922.00	100.00%	\$0.00	\$146.10
	<u>Division # 8</u>								
15	Doors	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00
16	Windows	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
	<u>Division # 9</u>								
17	Paint	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100.00%	\$0.00	\$275.00
	<u>Division # 14</u>								
18	Pool	\$1,280,000.00	\$1,280,000.00	\$0.00	\$0.00	\$1,280,000.00	100.00%	\$0.00	\$64,000.00
	<u>Division # 22</u>								
19	Plumbing	\$73,367.00	\$45,763.07	\$27,603.93	\$0.00	\$73,367.00	100.00%	\$0.00	\$3,668.35
	<u>Division # 23</u>								
20	HVAC	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	100.00%	\$0.00	\$1,600.00
GRAND TOTALS			TOTALS ON CONTINUATION PAGE # 3						

PAGE 3 OF 4 PAGES

APPLICATION NO: 9
APPLICATION DATE: 8/27/2025
PERIOD TO: 8/31/2025
ARCHITECT'S PROJECT NO:
Algonac Community Swimming Pool & Equipment Room

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

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D & E)	TOTAL COMPLETED AND STORED TO DATE	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
	<u>Division # 26</u>								
21	Electrical <u>Install Electrical Service by DTE with Transformer</u>	\$112,837.00	\$104,094.00	\$8,743.00	\$0.00	\$112,837.00	100.00%	\$0.00	\$5,641.85
22	DTE Service <u>Division # 32</u>	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	100.00%	\$0.00	\$4,000.00
23	Underground & Demolition	\$85,200.00	\$76,680.00	\$8,520.00	\$0.00	\$85,200.00	100.00%	\$0.00	\$4,260.00
24	Landscaping	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$750.00
25	COR # 1 - Gas System Installation Change: 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	\$1,278.46
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	\$847.50
28	CO # 4 REV 1 - Exploratory excavation	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
29	COR # 5 - Alternate fence installation VOID								
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	(\$100.00)
31	CO # 7 REV 1 - Add'l painting of existing building per drawing dtd 3-31-2025	\$21,600.00	\$21,600.00	\$0.00	\$0.00	\$21,600.00	100.00%	\$0.00	\$1,080.00
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	(\$1,198.25)
GRAND TOTALS		TOTALS CONTINUED ON NEXT PAGE							

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: 9

APPLICATION DATE: 8/27/2025

PERIOD TO: 8/31/2025

ARCHITECT'S PROJECT NO:

Algonac Community Swimming Pool & Equipment Room

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D & E)	G TOTAL COMPLETED AND STORED TO DATE		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL	% (G + C)		
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
33	COR # 9 - Addtl electrical work for 3 HP pump to run water features	\$6,454.00	\$0.00	\$6,454.00	\$0.00	\$6,454.00	100.00%	\$0.00	\$322.70
GRAND TOTALS		\$2,971,409.10	\$2,686,838.57	\$284,570.53	\$0.00	\$2,971,409.10	100.00%	\$0.00	\$148,570.46

SWORN STATEMENT

STATE OF MICHIGAN)
)ss
COUNTY OF ST. CLAIR)

Date through 8-31-2025

Application No. 9.

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, MI. 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	Total Contract Price	Amount Already paid	Amount Currently Owning	Amount Billed But Unpaid	Balance to complete (optional)
Advance Concrete Products	Balance Tank	\$ 11,395.00	\$ 11,395.00	\$ -	\$ -	\$ -
Advanced Pool Services Inc	Pool	\$ 1,280,000.00	\$ 1,147,000.00		\$ 5,000.00	\$ 128,000.00
Architectural Hardware	Doors & Hardware	\$ 4,385.93	\$ 4,050.31	\$ -	\$ -	\$ 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	\$ 2,438.21	\$ -	\$ -	\$ -
Express Waste Management	Roll Off Waste Disposal	\$ 525.00	\$ 525.00	\$ -	\$ -	\$ -
Hassig Companies, Inc	Plumbing	\$ 77,719.00	\$ 37,995.09	\$ 31,952.01	\$ -	\$ 7,771.90
Holsbeke Construction	Concrete Footings & Walls	\$ 458,040.00	\$ 387,101.70	\$ 25,134.30	\$ -	\$ 45,804.00
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	\$ 7,472.00	\$ 6,688.00	\$ -	\$ -	\$ 784.00
Power Solutions Group, Inc	Utility Meter, Electrical Panel, etc	\$ 126,171.00	\$ 84,546.20	\$ 29,617.20	\$ -	\$ 12,007.60
Snaptop LLC	Temporary Fencing	\$ 149,710.00	\$ 85,468.41	\$ 49,270.59	\$ -	\$ 14,971.00
St Clair Aggregates	Materials	\$ 8,542.38	\$ 8,542.38	\$ -	\$ -	\$ -
State Barricades	Traffic Control	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ -
Testing Engineers	Materials Testing	\$ 29,665.00	\$ 17,039.03	\$ 3,021.30	\$ -	\$ 9,604.67
The DTE Energy Company	Permanent Line Relocation	\$ 48,492.85	\$ 48,492.85	\$ -	\$ -	\$ -
TMX Contracting, LLC	HVAC	\$ 37,000.00	\$ 30,799.13	\$ 2,778.75	\$ -	\$ 3,422.12
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	\$ 645,829.95	\$ 462,573.12	\$ 262,909.79	\$ -	\$ (79,652.96)
All labor, wages, fringe benefits & insurance are paid in full						
TOTALS		\$ 2,971,409.10	\$ 2,413,154.71	\$ 404,683.94	\$ 5,000.00	\$ 148,570.45

(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 LIEN 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 18 Day of September 2025

Joan M. Bowen
Notary Public

St. Clair County Michigan
My commission expires: February 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. Clair



Item No: 11e
Meeting: 10.7.2025

Business of City Council

Agenda Statement

Item Title: To approve payment to Park N Pool for Swimming Pool Deck Furniture: \$34,985.92.

Submitted by: Denice A. Gerstenberg, City Manager

Summary

At the meeting of April 15, 2025, City Council approved awarding the contract for pool deck furniture to Park N Pool in the amount of \$34,985.92.

The Algonac Lions Club donated \$15,000 for pool furniture on September 2, 2025.

Attached is the invoice for payment.

Suggested Action

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve payment of the Algonac Swimming Pool Deck Furniture in the amount of \$34,985.92 to Park N Pool, whose address is 30 Crossing Lane Suite 105, Lexington, VA 24450.

APPROVED/Denied

INVOICE

PARKNPOOL CORP.

30 Crossing Ln Ste 105
Lexington, VA 24450

brenda@parknpool.com
+1 (540) 463-6510
www.parknpool.com



PARKNPOOL

Bill to

George J. Hartman Architects, PC
805 St. Clair River Drive
810-794-9361
Algonac, MI 48001 US

Ship to

City Pool
1833 Michigan Street
810-794-9361
Algonac, MI 48001 US

Shipping info

Ship via: Estes
Ship date: 07/23/2025
Tracking no.: 0482457266

Invoice details

Invoice no.: 393975
Terms: Net 15
Invoice date: 07/23/2025
Due date: 08/07/2025

Sales Rep: Tammy Ramsey

#	Product or service	Description	Qty	Rate	Amount
1.	142LC-31120	Aruba Strap Chaise Lounge without Arms with Round Aluminum Frame Accent Strap Color: 11 x 222 Buttercup Frame Color: 11 x 201 White Main Strap Color: 11 x 222 Buttercup Accent Placement: 11 x None Strap: Single Strap Seat Height: 14 Inch Glides: Aluminum Skids	11	\$236.67	\$2,603.37
2.	142LC-31120	Aruba Strap Chaise Lounge without Arms with Round Aluminum Frame Accent Strap Color: 11 x 225 Red Frame Color: 11 x 201 White Main Strap Color: 11 x 225 Red Accent Placement: 11 x None Strap: Single Strap Seat Height: 14 Inch Glides: Aluminum Skids	11	\$236.67	\$2,603.37
3.	142FT-2101	Aruba Fiberglass Top Dining Tables Tabletop Color: 9 x 201 White Frame Color: 9 x 201 White Size: 42" Dia. Umbrella Hole: With Hole	9	\$330.00	\$2,970.00
4.					

	13AT-001	Bahia Low Table	11	\$28.68	\$315.48
		Resin Color: White			
5.	30UM-00003	Las Olas Market Umbrella, 7.5 Foot Diameter	5	\$310.00	\$1,550.00
		Sunbrella Fabric Color: 5 x Logo Red +\$125.00 Frame/Pole Color: 5 x Black Choice of Poles: 5 x 1-PC Fiberglass Pole			
6.	30UM-00003	Las Olas Market Umbrella, 7.5 Foot Diameter	5	\$310.00	\$1,550.00
		Sunbrella Fabric Color: 5 x Sunflower Yellow +\$125.00 Frame/Pole Color: 5 x Black Choice of Poles: 5 x 1-PC Fiberglass Pole			
7.	30UM-00003	Las Olas Market Umbrella, 7.5 Foot Diameter	5	\$284.29	\$1,421.45
		Sunbrella Fabric Color: 5 x Pacific Blue Frame/Pole Color: 5 x Black Choice of Poles: 5 x 1-PC Fiberglass Pole			
8.	13UB-003	35 lb. Table Umbrella Base with 10" Stem	9	\$91.85	\$826.65
		Resin Color: Black			
9.	13UB-004	84 lb. Freestanding Umbrella Base with Wheels	6	\$342.81	\$2,056.86
		Resin Color: Charcoal			
10.	80TA-0215RO	Bodega Round Table	2	\$1,514.29	\$3,028.58
		Frame Color: 2 x Black Top / Seat Color: 2 x Blue Sheet Anchor Kit: 2 x None			
11.	80TA-0215RO	Bodega Round Table	2	\$1,514.29	\$3,028.58
		Frame Color: 2 x Black Top / Seat Color: 2 x Yellow Anchor Kit: 2 x None			
12.	142CH-3100	Aruba Strap Dining Chair with Round Aluminum Frame	36	\$134.29	\$4,834.44
		Accent Strap Color: 36 x 201 White Frame Color: 36 x 201 White Main Strap Color: 36 x 216 Royal Blue Accent Placement: 36 x Alternating Strap: Single Strap			
13.	80TA-0315REU	Commons Rectangle ADA Table	2	\$2,098.57	\$4,197.14
		Frame Color: 2 x Black			

Top / Seat Color: 2 x Red
Anchor Kit: 2 x None

14. Shipping	Shipping	1	\$4,000.00	\$4,000.00
15. Late fee	1.5% - Applied on Aug 15, 2025			\$524.79
16. Late fee	1.5% - Applied on Sep 15, 2025			\$532.66

Ways to pay



View and pay

Total

~~\$36,043.37~~

Overdue

~~08/07/2025~~

\$ 34,985.92



Business of the Algonac City Council

Agenda Statement

Item Title: **To approve replacement of sanitary sewer lift station float switches: \$3,143.84.**

Submitted by: Joe Vernier, DPW Foreman

Summary

The city has numerous float switches at sanitary sewer lift stations in the city, like at Delta, Interlochen, and Loch Haven.

Float switches are electrical sensors that are used to detect liquid levels and control other components, such as pumps, valves, or alarms.

Attached is an invoice from Jett Pump & Valve in the amount of \$3,143.84.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve purchase of two (2) sanitary sewer lift station float switches from Jett Pump & Valve whose address 4770 Pontiac Lake Rd, Waterford, MI 48328, in the amount of \$3,143.84.

APPROVED/Denied

Memo

To: Denice Gerstenberg, City Manager

From: Joe Vernier DPW Foreman

Date: 9-29-2025

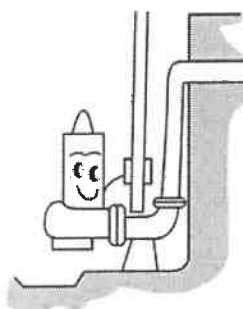
Re: Float Switch

Denice,

I have attached an invoice from Jett Pump & Valve for two float switches. These float switches are used in our sanitary lift stations. The float switch is used to turn the pumps on and off in the lift stations.

Respectfully,

Joe Vernier, Algonac DPW Foreman



JETT

Pump & Valve, L.L.C.

4770 Pontiac Lake Rd.
Waterford, MI 48328

Phone: 248-673-2530
Fax: 248-673-2574
e-mail: sales@jettpump.com
web: www.jettpump.com

INVOICE

Invoice Number
26242

Invoice Date
Sep 23, 2025

Sold To:

CITY OF ALGONAC
WATER DEPARTMENT
1530 ST. CLAIR RIVER DRIVE
ALGONAC, MI 48001

Ship to

CITY OF ALGONAC
WATER DEPARTMENT
453 STATE STREET
ALGONAC, MI 48001

Customer ID		Customer PO	Payment Terms	
ALGO100		JOE VERNIER	Net 30 Days	
Sales Rep ID		Shipping Method	Ship Date	Due Date
		UPS Ground	9/22/25	10/23/25
Quantity	Description	Backorder Qty	Unit Price	Extension
2.00	CRANE/BARNES:121677 - Barnes ESPS-200 Duplex, manual level control for use with any grinder pump system 15' cable C-Channel bracket		1,544.52	3,089.04
1.00	SHIPPING- 1ZV8Y8360356848490, 1ZV8Y8360356758506		54.80	54.80

Page 1

A 3% FEE WILL BE ADDED TO
ALL CREDIT CARD PAYMENTS

Subtotal	3,143.84
Sales Tax	
Freight	
Total Invoice Amount	3,143.84



Business of the Algonac City Council

Agenda Statement

Item Title: To Approve Proposed Recruitment & Selection Process for a new City Manager

Submitted by: Denice A. Gerstenberg, City Manager

Summary

The selection of a new City Manager is a critical decision for the future of the community. To ensure organizational input, public transparency and a smooth transition, it is suggested that the process be conducted as follows with an estimated timeline noted below:

1. **Initial Review of Applicants.** City Clerk will review submitted applications, resumes, cover letters and other materials to weed out unqualified applicants (i.e., they did not submit a resume, do not have a bachelor's degree, or failed to provide references).
2. **Candidate Selection.** Mayor, Mayor Pro Tem, City Clerk, Fire Chief, and City Treasurer will vet all qualified applicants and determine candidates to be interviewed.
3. **Preliminary Interviews via ZOOM.** Conducted by Mayor, Mayor Pro Tem, City Clerk, Fire Chief, and City Treasurer. A city manager interview matrix will be used to select potential candidates. (The matrix is a structured tool that uses a scoring system based on predefined criteria and relevant questions to ensure a standardized evaluation process for all applicants).
4. **Background & Reference Checks.**
5. **Public Interviews by City Council.** An interview matrix will be used to select finalists.
6. **Public Interviews by City Council – Round Two.** If needed, for the top finalists to allow for more in-depth discussion and interaction.
7. **Closed Session to Discuss Candidate Selection.** The City Council makes the final decision on the candidate who demonstrates the best credentials, leadership qualities, and commitment to serving the City of Algonac.
8. **Contract Negotiation:** Direct city attorney to develop contract with selected candidate.
9. **Closed Session to Discuss Contract.**
10. **Appointment of New City Manager.**
11. **Employment Contract Presented to City Council for Approval.**

November 5	Applications due.
November 10-11	Candidate selection.
November 17-20	Preliminary interviews via Zoom.
November 24-26	Background & reference checks.
December 9	Public interviews by City Council.
December 9	Closed session to discuss candidate selection.
December 16	Appointment of New City Manager
January 6, 2026	Employment Agreement presented to City Council for approval.

Suggested Action

MOVED BY:

SUPPORTED BY:

To Approve Proposed Recruitment & Selection Process for a new City Manager.

APPROVED/Denied

City of Algonac – Job Description

Position Title: City Manager

Reports To: City Council



Position Summary

The City Manager serves as the chief administrative officer of the City of Algonac, responsible for the efficient and effective operation of all municipal departments, programs, and services in accordance with City Charter, ordinances, policies, and directives of the City Council. The City Manager provides professional leadership in policy development, municipal operations, and strategic planning, and is accountable for implementing Council goals while ensuring transparency, fiscal responsibility, and responsive service delivery to the community.

Essential Duties and Responsibilities

- Directs and coordinates the administration of all City departments.
- Advises and makes recommendations to City Council on policies, programs, and services.
- Prepares, submits, and administers the annual City budget; ensures sound financial management and compliance.
- Oversees human resources, including hiring, evaluation, discipline, & professional development of City staff.
- Ensures compliance with local, state, and federal laws, as well as City ordinances.
- Serves as the primary point of contact between the City Council and staff.
- Interacts with residents, businesses, community groups, other governments, & the media.
- Manages contracts, legal matters, and intergovernmental agreements.
- Responds to resident concerns and inquiries with professionalism, efficiency, and a customer-service mindset.
- Ensures proactive planning for infrastructure upgrades and maintenance.
- Performs additional functions and duties as described in the City Charter.

Required Knowledge, Skills, and Abilities

- Thorough knowledge of municipal management principles, practices, and procedures.
- Understanding of public finance, budgeting, and capital improvement planning.
- General knowledge of water and wastewater plant operations.
- Strong leadership, communication, and interpersonal skills.
- Ability to manage sensitive issues with tact, discretion, and diplomacy.
- Skill in strategic planning, project management, and problem solving.
- Ability to work collaboratively with elected officials, staff, residents, and community partners.

Education and Experience

- Bachelor's degree in a related field required; Master's degree preferred.
- Minimum of 5 years of progressively responsible municipal management or public sector leadership experience.

Compensation and Benefits

Salary and benefits commensurate with qualifications and experience, as determined by the City Council.



Business of the Algonac City Council

Agenda Statement

Item Title: To approve 2025 Halloween Trick or Treat Hours & Road Closures.

Submitted by: Denice A. Gerstenberg, City Manager

Summary

Each year the City Council designates specific times for Halloween Trick or Treat. These times are set by City Council prior to October 31st, traditionally 5:00 – 7:00 p.m.

Halloween festivities at Smith Recreation Park this year will also include:

- The annual Algonac Fire Department bonfire starting at 7:00 p.m.
- Trunk or Treat from 5:00 – 7:00 p.m. (cars can start lining up at 4:30 p.m.)

Algonac Rotary Club will be supplying free hot dogs and water and city of Algonac staff members will be doing the hot dog cooking and wrapping.

For the fourth year in a row, for the safety of participants, the city will be closing Clay and Smith from Washington to Michigan and Michigan from Clay to Smith from 5:00 to 10:00 p.m.

The safety and security plan is attached.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve Trick or Treating hours between 5:00–7:00 p.m. and street closures Clay and Smith from Washington to Michigan and Michigan from Clay to Smith from 5:00–10:00 p.m. on Friday, October 31, 2025.

APPROVED/Denied

**CITY OF ALGONAC
HALLOWEEN TRUNK OR TREAT/BON FIRE
SAFETY/SECURITY PLAN**

Location: Smith Field

Secure the perimeter of the event by implementing the following:

- **Close Smith Street between Washington St. and Michigan St.
(Using water barriers)**
- **Close Michigan St. between Smith St. and Clay St.
(Using water barriers)**
- **Stage vehicles for Trunk or Treat in parking lot along Michigan St. (Smith/Clay)**
- **Use barricades on Clay St. from skate park to Washington St.**

(Roads to be closed to motor vehicles from 4pm until conclusion of the event)

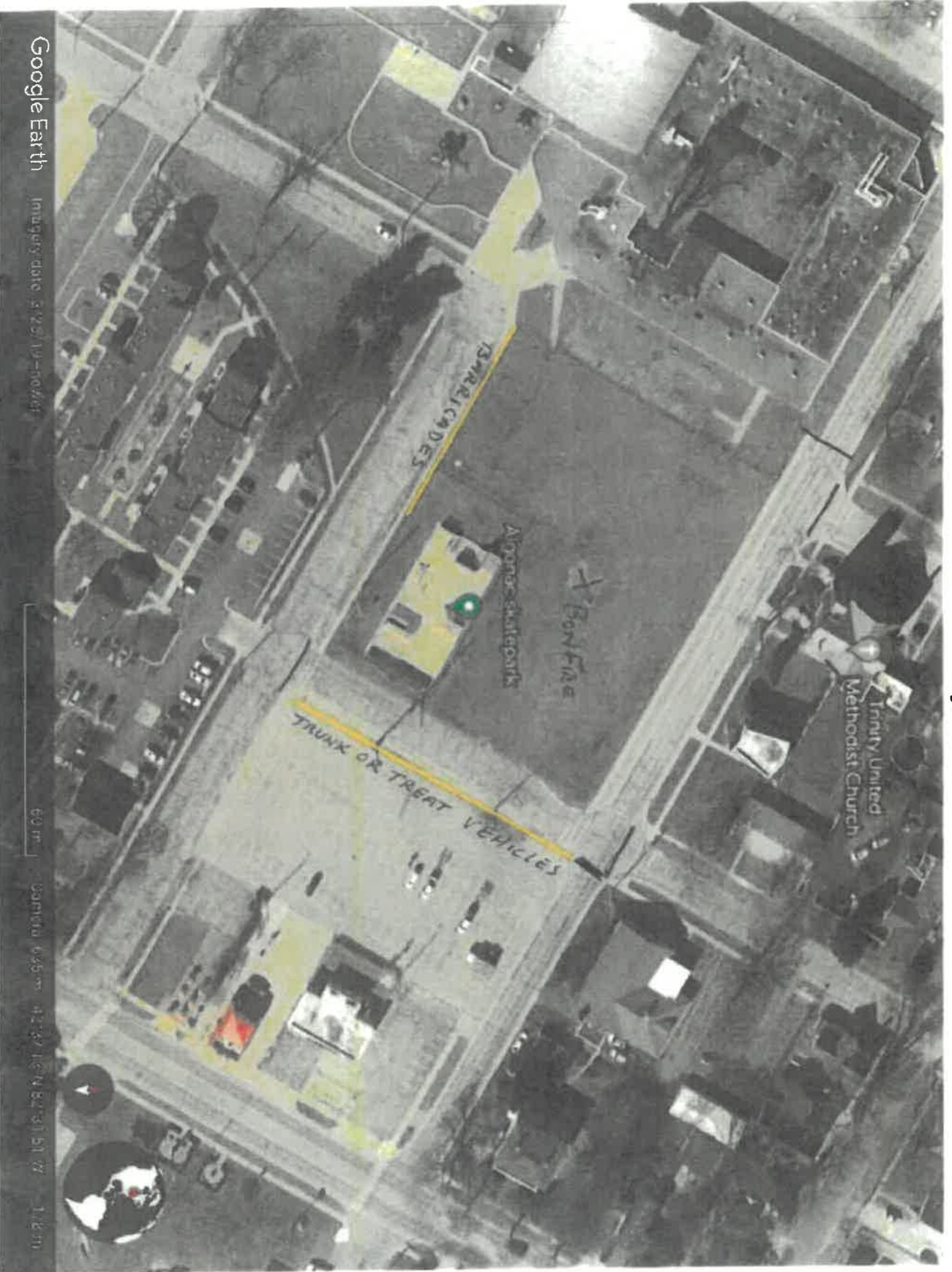
Fire personnel will be staged around the bon fire to keep spectators a safe distance

Law Enforcement: Regular routine patrols

8/28/23, 4:27 PM

WATER BARRIERS

Google Earth



<https://earth.google.com/web/@42.62048524,-82.63088702,177.5278248a,457.10374728d,35y,0.22406022h,0.16789679t,0r>



Business of the Algonac City Council

Agenda Statement

Item Title: To approve Activity Center Lease Agreement with Piece-To-Peace Quilters.

Submitted by: Denice A. Gerstenberg, City Manager

Summary

Attached is a Lease Agreement between Algonac and the Piece-To-Peace Quilters. Piece-to-Peace will be leasing space in the former Algonac Elementary School now Algonac Activity Center located at 1216 St. Clair Boulevard. The space to be leased was once the library in the elementary school.

Piece-To-Peace Quilters is a certified 501 (c)(3) non-profit, charitable organization committed to promoting the craft and art of quilts, quilt making, sewing and fiber arts and passing along the tradition to members and to the wider community.

The lease is for one year and will be \$150 per month. Piece-to-Peace has many activities planned including quilt retreats, day and evening sewing classes, and meetings of the St. Clair County Quilt trail group.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve the Algonac Activity Center Lease Agreement between the city of Algonac and Piece-To-Peace Quilters for a term beginning October 1, 2025 and ending September 30, 2026 and direct the Mayor and City Clerk to sign the Agreement on behalf of the city.

APPROVED/Denied



ALGONAC ACTIVITY CENTER Lease Agreement

THIS LEASE AGREEMENT made this **7th** day of **October 2025**, by and between **CITY OF ALGONAC**, a Michigan Municipal Corporation, whose address is 805 St. Clair River Drive, Algonac, MI 48001, hereinafter referred to as "Lessor", and **PIECE TO PEACE QUILTERS**, whose mailing address is 814 State St., Algonac, MI 48001, hereinafter referred to as "Lessee".

LESSOR DOES HEREBY LEASE TO LESSEE the following specific area of the Algonac Activity Center, located at 1216 St. Clair Boulevard, Algonac, MI 48001, to-wit: **FORMER LIBRARY**, and other areas as needed for special projects.

WHEREFORE, Lessor and Lessee agree as follows:

1. Term: This Lease shall be for a term beginning the 1st day of October, 2025 and continuing in effect for a period of one (1) year from said date.
2. LESSEE Covenants:
 - A. To pay Lessor the sum of **\$150.00 dollars** per month, commencing the 1st day of October, 2025, and a like sum on the day of each and every month thereafter during the term of this Lease; PAYMENT SHALL BE PAID DELIVERED OR MAILED TO the address above and payment shall be made payable to the order of "City of Algonac." Payment shall be sent and be delivered by the 5th of every month.
 - B. To use and occupy leased premises for the purpose of promoting the craft and art of quilts, quilt making, sewing and fiber arts and passing along the tradition to members and to the wider community and other events associated with said crafts and arts, including other quilt groups occasionally in the area and community, including, but not limited to, Woman's Life and the St. Clair County Quilt Trail.
 - C. Lessee shall not alter, improve or decorate the premises or install any signs, fixtures, wall hangings, wallpaper, paint, or equipment, without prior written consent of Lessor.
 - D. To cooperate in keeping the leased premises in accordance with all police, sanitary and other regulations imposed by any government authority.
 - E. Lessee is entitled to possession and non-exclusive use of the above-mentioned premises and for no other purpose. It is understood and agreed that Lessor retains the right to use the Activity Center premises for meetings, hearings, polling location, and such other uses as Lessor shall, in its sole discretion, deem necessary. It is further understood and agreed that Lessor use of the premises shall have priority over Lessee use, and that Lessee shall provide Lessor with a schedule of all proposed activities, with dates and times, on the 1st of the month.
 - F. To observe all reasonable regulations and requirements of underwriters concerning use and condition of the leased premises tending to reduce fire hazards and insurance rates and not to permit nor allow rubbish, waste materials or products to accumulate on the premises. Lessee is to be provided a copy of the regulations and requirements at the time of the execution of this Lease.
 - G. To provide insurance coverage for any Lessee's equipment or employed staff of Lessee located on the leased premises.
 - H. Lessee will procure and keep in effect during the term hereof, liability and property damage insurance for the benefit of the Lessor and Lessee in the minimum sum of ONE MILLION

DOLLARS (\$1,000,000) from any one occurrence, and TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) worth of coverage for Damage to Rented Premises any one occurrence. The Lessee shall obtain, and provide proof to Lessor, a Certificate of Insurance with the City added as additional insured status for no less than the amount stated above. The description shall read - The City of Algonac, including all elected and appointed officials, all employees and volunteers, boards, commissions, and/or authorities and their board members, are added as additional insured for the use of the "Activity Center" per written contract.

- I. To provide custodial and building maintenance in the specific leased areas. Lessee will keep said area in good order during its time of use (it is recognized there is only one bathroom in the common area of the building).

3. LESSOR Covenants:

- A. Lessee shall and may peacefully and quietly have, hold and enjoy the leased premises for the stated term, including the use of parking lot and lavatories upon payment of rental and performing Lessee covenants.
- B. To provide custodial and building maintenance in common areas, including but not limited to bathroom supplies and janitorial services, and keep leased premises in good order and repair.
- C. To always provide for standard form fire insurance on the building, which insurance shall not allow for any claim against Lessee by Lessor's insurer.
- D. If the leased premises become wholly untenable through damage or destruction by fire or other causes, this Agreement shall be void; if partially untenable, Lessor shall repair the same with all reasonable speed and the obligation of the Lessee to pay the monthly rental shall be abated during time of such repairs. Notwithstanding, if any part of the premises becomes untenable as a result of any grossly negligent or intentional acts of Lessee, Lessee shall remain liable for full rents during the term of this Lease.
- E. Lessor shall allow Lessee to install lockers and shelving for the storage of materials and machines used for sewing/quilting that are on the premises. Lessor shall also allow Lessee to leave some materials, supplies, and machines in one location when activities are not occurring, and Lessee shall be solely responsible for loss of said things.
- F. Lessor shall also provide Lessee its intended use of the premises for functions such as meetings, hearings, polling, voting, and other governmental functions one month in advance.

4. MUTUAL Covenants:

- A. Lessor and Lessee acknowledge that the purpose of this Lease is to provide the residents of Algonac and nearby communities with the opportunity to participate in social activities in a nondiscriminatory and efficient manner.
- B. This Agreement is a contract of leasing only and Lessee shall not acquire any interest in the leased premises.
- C. Lessee shall not assign its interest under this Agreement without the prior written consent of Lessor.
- D. Lessee shall be in default under this Agreement for failure to make rental payment or to perform any other covenant of Lessee, provided that said default continues without cure for thirty (30) days following Lessee's receipt of written notice.
- E. In addition to other remedies which may be available to Lessor, upon the occurrence of Lessee's non-cured default as described herein, Lessor may terminate this Agreement upon 30 days written notice to Lessee.

- F. The Lessor and Lessee do hereby release and discharge each other and the respective officers, agents, employees and/or representatives of either party from liability to the extent that injury to person or property is wholly compensated by insurance.
- G. Notwithstanding anything contained herein to the contrary, either party hereto may terminate this Lease Agreement, for any reason whatsoever, with 120 days' notice to the other party by registered or certified mail, with return receipt requested. Notice to Lessor shall be sent to City Manager at the address above. Notice to Lessee shall be sent to: Jan Evans, 814 State St., Algonac, MI 48001.
- H. Neither of the parties hereto shall be entitled to record any original or executed copies of this Lease Agreement with the Register of Deeds for the County of St. Clair, State of Michigan.

5. ENTIRE AGREEMENT:

- A. Option to Renew. Providing Lessee is not in default under the terms of this agreement, Lessor shall grant a lease extension, terms and conditions negotiable. Lessee agrees to give Lessor written notice of its intent to extend this Lease not less than forty-five (45) days prior to the end of the term of this Lease or any extensions thereof.
- B. Lessor, and the agents and employees of Lessor, may enter the premises at any time without prior notice in the event of an emergency maintenance issue. For non-emergency matters, Lessor shall provide at least forty-eight (48) hours' notice to Lessee (to Jan Evans by email at jevans3643@aol.com and by phone at 586-206-9726) of its intent to enter the premises for the purpose of inspection and to determine whether the premises are being kept in good repair and maintenance in accordance with the terms of this Lease.
- C. Neither party shall be responsible for any failure of performance of any of its obligations under this Lease, where the failure is due to force majeure. For purposes of this Lease, the term "force majeure" is defined as any act of God, act of public enemy, strike, fire, storm, flood, civil disturbance, tornado, or other causes beyond the control of either party.
- D. This Agreement shall be governed by laws of the State of Michigan.
- E. There are no understandings, agreements, representations or warranties, express or implied, other than those that may be set forth in a written and signed addendum.

6. WAIVER OF LIABILITY & HOLD HARMLESS AGREEMENT:

- A. LESSEE shall indemnify and hold harmless the LESSOR from any liability for damages to any person or property occurring on or near the leased premises and arising out of the activity of the LESSEE, providing nothing herein shall be construed as a waiver of governmental immunity or other legal defense by LESSEE. This paragraph does not release LESSOR from liability resulting from LESSOR'S actions or legal obligations.
- B. In consideration for receiving permission to use the Algonac Activity Center, ("the Facility") LESSEE shall indemnify LESSOR and its agents and employees against all claims arising out of any injury or death to persons, or damage to property, sustained as a result of acts or omissions of the LESSEE, the LESSEE's guests, customers, invites and employees. LESSEE shall defend any action brought against the LESSOR for any of LESSEE's agents or employees acts based upon any alleged injury or damage at the premises, and LESSEE shall pay all costs, including attorney fees resulting from any such action. LESSEE shall at all times indemnify LESSOR against any resulting judgments.

In signing this Agreement, THE PARTIES acknowledge and represent that:

- A. LESSEE and LESSOR have read, understand, and are signing it voluntarily.
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made.
- C. LESSEE and LESSOR execute this Agreement for full, adequate and complete consideration fully intending to be bound by same; and
- D. LESSEE has full legal authority of the PIECE to PEACE Quilters to sign this Agreement; and that LESSOR has full legal authority of the City of Algonac to sign this Agreement.

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

Lessor:

CITY OF ALGONAC, a Michigan Municipal Corporation

By: _____

Rocky Gillis, Mayor

By: _____

Lisa Borgacz, City Clerk

Lessee:

PIECE TO PEACE QUILTERS

By: _____

Jan Evans, President



Item No: 11j
Meeting: 10.7.2025

Business of the Algonac City Council

Agenda Statement

Item Title: To **INTRODUCE** amendment to Chapter 44 "UTILITIES" by adding Article IV "STORMWATER MANAGEMENT".

Submitted by: Denice A. Gerstenberg, City Manager

Summary

To help keep our waterways clean, EGLE requires that the City of Algonac operate under a Municipal Separate Storm Sewer System (MS4) Permit. This permit requires the city to take steps to reduce pollution, prevent illegal dumping, and keep our stormwater system working properly. The MS4 permit requires that the city of Algonac implement a detailed stormwater management ordinance.

The city attorney has drafted the attached ordinance with input from staff. These new rules will help keep our community safe from flooding and to protect the St. Clair River and surrounding waterways from pollution.

What does the ordinance do?

- Requires new construction and certain property changes to follow stormwater design standards.
- Prohibits illegal discharges from entering storm drains.
- Ensures that stormwater systems are properly maintained so they continue working long-term.
- Gives the City the right to inspect systems and act if there's a risk to health, safety, or the environment.

What does this mean for residents and businesses?

- Everyday activities like lawn watering and washing vehicles at home are okay, as long as no pollutants are discharged.
- Developers and contractors must follow stormwater rules when building or renovating.
- Property owners must maintain their stormwater systems (like drains, retention ponds, or swales).

The City may issue warnings, require cleanup, or fine violators up to \$500 per day. The goal is compliance and prevention, not punishment.

Suggested Action

MOVED BY:

SUPPORTED BY:

To Introduce amendment to Chapter 44 "UTILITIES" by adding Article IV "STORMWATER MANAGEMENT".

APPROVED/Denied

ORDINANCE NO. 2025- 05

CITY OF ALGONAC

COUNTY OF ST. CLAIR, MICHIGAN

AN ORDINANCE OF THE CITY OF ALGONAC, ST. CLAIR COUNTY, MICHIGAN TO AMEND CHAPTER 44 "UTILITIES," BY ADDING ARTICLE IV "STORMWATER MANAGEMENT."

THE CITY OF ALGONAC ORDAINS:

SECTION 1. AMENDMENT

CHAPTER 44—UTILITIES

ARTICLE IV—STORMWATER MANAGEMENT

Sec. 44-500. - Purpose.

The purpose of this ordinance is to provide for the health, safety, and general welfare of the residents of the City of Algonac through the regulation of non-storm water discharges to the City's storm drainage system and surface waters as required by federal and state law. Prevention of pollution from stormwater runoff and the protection of the quality of the waters of the State of Michigan is of utmost importance to the City of Algonac. It is the purpose of this article and any rules promulgated pursuant to this article:

- (a) To protect the environment against pollution and other effects from stormwater runoff, and to protect the public health and safety;
- (b) To provide for the implementation of a stormwater management program in the City to manage and prevent flooding, pollution, and other effects from stormwater runoff;
- (c) To establish standards and criteria for the design and construction of stormwater management systems subject to the requirements of this article;
- (d) To establish best management practices for the design, construction, maintenance, and operation of stormwater management systems subject to the requirements of this article;
- (e) To provide for the issuance of stormwater construction approvals for construction activities subject to the requirements of this article;
- (f) To provide for the long-term preservation and maintenance of stormwater management systems subject to the requirements of the Ordinance;
- (g) To authorize the inspection of stormwater management systems subject to the requirements of this article; and
- (h) To prohibit unpermitted non-storm water discharges to the storm drainage system.

- (i) To provide for the administration, implementation, and enforcement of this article by establishing the legal authority and procedures necessary to carry out all inspecting, monitoring, and enforcing activities necessary to ensure compliance with this article.

Sec. 44-501. - Authority.

This article is adopted pursuant to the City of Algonac's authority to adhere to the requirements of the MDEQ NPDES Phase II Stormwater Discharge Permit Application for Enforcement Response to address violations of the ordinances or regulatory mechanism identified in the Stormwater Management Plan. Rules, regulations, other regulatory standards or statutory provisions incorporated or adopted by reference in this article or any rules promulgated pursuant to this article shall have the same force and effect given to any provision of this article.

Sec. 44-502. - Definitions.

As used in this article, the following terms have the following meanings:

- (a) *Applicant* means a person responsible for regulated construction activity on a development site who is seeking to obtain stormwater construction approval.
- (b) *Construction activity* means a human-made activity, including without limitation, clearing, grading, excavating, construction and paving, that results in an earth change or disturbance in the existing cover or topography of land, including any modification or alteration of a site or the "footprint" of a building that results in an earth change or disturbance in the existing cover or topography of land.
- (c) *Conveyance* means any structure or other means of safely conveying stormwater and stormwater runoff within a stormwater management system, including without limitation a watercourse, closed conduit, culvert, or bridge.
- (d) *City* means the City of Algonac.
- (e) *Development site* means the property on which regulated construction activity will occur or is occurring or has occurred.
- (f) *Discharge* means any spilling, leaking, pumping, pouring, emptying, disposing, or other addition of pollutants to waters of the state.
- (g) *Direct Discharge* means any discernible, confined, and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft from which pollutants are, or may be, discharged.
- (h) *Enforcement Coordinator ("EC")* means the City Manager, or his or her designee, authorized to administer and enforce this ordinance.
- (i) *Industrial Activity* means activities subject to NPDES Industrial Permits as defined in 40 CFR, §1226.26(b)(14).
- (j) *Municipal Separate Sewer System ("MS4")* means conveyances for storm water, including, but not limited to roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, human-made channels or storm drains (other than publicly-owned treatment works and combined sewers) owned or operated by any municipality,

sewer or sewage district, fire district, State agency or Federal agency or other public entity that discharges directly to surface waters of the State.

(k) *National Pollutant Discharge Elimination System ("NPDES") Stormwater Discharge Permit* means a permit issued by the United State Environmental Protection Agency or by the Department of Environmental Protection that authorizes the discharge of pollutants to waters of the United States, whether that permit is applicable on an individual, group, or general area-wide basis.

(l) *Non-Stormwater Discharge* means any discharge to an MS4 that is not composed entirely of stormwater.

(m) *Part 91* refers to Part 91 of the State's Natural Resources and Environmental Protection Act, Act 451 of 1994 that addresses soil erosion and sedimentation control ("SESC") for earth-changing activities.

(n) *Person* means a natural person, trustee, court-appointed representative, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agency, government corporation, municipal corporation, city, county, municipality, district, or other political subdivision, department, bureau, agency or instrumentality of federal, state, or local government, or other entity recognized by law as the subject of rights and duties.

(o) *Pollutant* means dredged spoil, solid waste, junk, incinerator residue, sewage, refuse, effluent, garbage, sewage sludge, munitions, chemicals, biological or radiological materials, oil, petroleum products or byproducts, heat, wrecked or discarded equipment, rock, sand, dirt, and industrial, municipal, domestic, commercial, or agricultural wastes of any kind.

(p) *Point Source* means "direct discharge" as defined in §44-502(g).

(q) *Premises* means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips, located within the City of Algonac from which discharges into the Storm Drainage System are or might be created, initiated, originated, or maintained.

(r) *Regulated construction activity* means construction activity that is subject to the provisions of this article or a rule promulgated pursuant to this article.

(s) *Stormwater* means water resulting from precipitation, including without limitation rain, snow, and snowmelt.

(t) *Stormwater construction approval* means an approval issued pursuant to this article and rules promulgated pursuant to this article.

(u) *Stormwater management program* consists of ordinances, orders, rules, regulations, and other mechanisms that provide for the management of stormwater and stormwater runoff to prevent flooding and to ensure the restoration and/or protection of waters in the City.

(v) *Stormwater management system* means any structure, feature or appurtenance subject to this article or a rule promulgated pursuant to this article that is designed to collect, detain, retain, treat, or convey stormwater or stormwater runoff, including without limitation buffer strips, swales, gutters, catch basins, closed conduits, detention systems, pretreatment systems, wetlands, pavement, unpaved surfaces, structures, watercourses, or surface waters. With respect to the city, stormwater management program consists of the requirements of this article, and activities mandated by the certificate of coverage issued by the Michigan Department of Environmental Quality to the city pursuant to the General Permit "Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) Subject to Watershed Plan Requirements" (NPDES Permit No. MI0060153).

(w) *Stormwater runoff* means the excess portion of precipitation that does not infiltrate the ground, but "runs off" and reaches a conveyance, surface water, or watercourse.

(x) *Storm Drainage System* means the City of Algonac's MS4.

(y) *Surface water* means a body of water, including without limitation seasonal and intermittent waters, in which the surface of the water is exposed to the atmosphere, including without limitation lakes, open detention basins, forebays, watercourses, bioretention areas, retention basins, wetlands, and impoundments.

Sec. 44-503. - Applicability.

This article and rules promulgated pursuant to this article shall apply to all of the following:

- (a) Construction activity that impacts stormwater runoff into or around new or existing road rights-of-way within the jurisdiction of the City;
- (b) Construction activity that impacts stormwater runoff into or around City drains;
- (c) Construction activity that impacts stormwater runoff in projects that are subject to the requirements of Public Act 288 of 1967 (Subdivision Control Act), MCL §560.101 *et seq.*, as amended;
- (d) Construction activity that impacts stormwater runoff into, on, or through property owned by the City;
- (e) Construction activity that impacts new or existing storm sewer systems owned, operated, or controlled by the City.
- (f) Construction activity that occurs within and impacts or may impact water quality or water resources in watersheds or sub-watersheds included in the Certificate of Coverage issued by the Michigan Department of Environmental Quality to the city pursuant to the General Permit "Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) Subject to Watershed Plan Requirements" (NPDES Permit No. MI0060153).

Sec. 44-504. - Responsibility for administration.

The Enforcement Coordinator shall administer, implement, and enforce the provisions of this Ordinance.

Sec. 44-505. - General requirements.

A. Prohibition of unregulated construction activity.

It shall be a violation of this article to engage in regulated construction activity except in accordance with this article and rules promulgated pursuant to this article, and pursuant to a valid stormwater construction approval issued by the City. A stormwater construction approval shall be issued in a form and manner approved by the City, and may be incorporated into a construction permit or other approval issued under or required by another ordinance, statute or regulation.

B. Prohibition of non-stormwater discharges.

Except as allowed or exempted herein, no Person shall create, initiate, originate, or maintain a non-stormwater discharge to the storm drainage system. Such non-stormwater discharges are prohibited notwithstanding the fact the City may have approved the connections, drains, or conveyances by which a Person discharges impermissible non-stormwater discharges to the storm drainage system.

C. Permissible Non-Stormwater Discharges.

The creation, initiation, origination, and maintenance of the following non-stormwater discharges to the storm drainage system is allowed:

1. Landscape irrigation; diverted stream flows; rising ground waters; uncontaminated groundwater infiltration; uncontaminated pumped ground water; uncontaminated flows from foundation drains; air conditioning and compressor condensate; irrigation water; flows from uncontaminated springs; uncontaminated water from crawl space pumps; uncontaminated flows from footing drains; lawn watering runoff; flows from riparian habitats and wetlands; residual street wash water (where spills/leaks of toxic or hazardous materials have not occurred, unless all spilled material has been removed and detergents are not used); hydrant flushing and firefighting activity runoff; water line flushing and discharges from potable water sources; and individual residential car washing; and
2. Discharges specified in writing by the Enforcement Coordinator as being necessary to protect the public health and safety; and
3. Dye testing, with verbal notification to the Enforcement Coordinator before the time of the test.

Sec. 44-506. - Application for stormwater construction approval.

(a) Applicants shall submit a written application for a stormwater construction approval to the city. The application shall be made in a form and manner approved by the City, and shall include all information and documentation required by the City pursuant to this article or rules promulgated pursuant to this article.

(b) All proposed modifications to a stormwater management system that has received a stormwater construction approval issued by the City shall be submitted to the City in writing, together with all information and all supporting documentation required by the City pursuant to this article or rules promulgated pursuant to this article to support the proposed modification. A person shall not commence regulated construction activity associated with a proposed modification without the approval of the City.

Sec. 44-507. - Financial assurance for regulated construction activity.

(a) The City may require an applicant to provide financial assurance for regulated construction activity.

(b) Financial assurance provided pursuant to this section shall be in the form of a performance bond, cash deposit, or unconditional irrevocable letter of credit. The city may accept, with prior approval, an equivalent instrument as financial assurance for regulated construction activity.

(c) The City may establish the form and amount of financial assurance to be provided; the events, circumstances, or occurrences that will cause the City to release the financial assurance mechanism; and other requirements for financial assurance to satisfy the purposes of this article.

Sec. 44-508. - General design and construction requirements.

(a) Except as provided below, stormwater management systems shall be designed in accordance with the minimum requirements for performance and design that are set forth in this article and in rules promulgated pursuant to this article.

(b) The City encourages the development and use of innovative stormwater management system designs and construction techniques, including without limitation the use of non-structural practices to reduce stormwater runoff and/or its water quality impacts, to achieve the flood control and water quality objectives of this article and the rules promulgated hereunder.

(c) Notwithstanding any provision in this article or a rule promulgated pursuant to this article, the City may require stormwater management systems to satisfy performance and/or design standards more stringent than the minimum requirements for performance and design set forth in this article and in rules promulgated pursuant to this article when necessary to address unique flood control or water resources protection issues at a development site, on adjacent properties, or downstream of a development site.

Sec. 44-509. - Applicant design responsibilities.

(a) Selecting and designing stormwater management systems to meet the requirements of this article and the rules promulgated pursuant to this article shall be the responsibility of the applicant or its designee, subject to the approval of the City pursuant to this article and rules promulgated pursuant to this article. The City may deny a stormwater construction approval for a system design that is not in compliance with these requirements.

(b) In designing a stormwater management system, the applicant shall consider all relevant and appropriate factors, including without limitation the following:

- (1) The public health, safety, welfare, and the environment;
- (2) The inconvenience caused by stormwater runoff on the subject property;
- (3) The long-term impact of regulated construction activity on stormwater runoff on, from, and beyond the property;
- (4) The natural drainage pattern of the land;
- (5) The impact of the regulated construction activity on the affected watershed(s);
- (6) The effect of complete upstream development on the subject property as determined by applicable master plans and/or stormwater plans; and
- (7) The extent of downstream improvements necessary for proper stormwater drainage.

Sec. 44-510. - Fees for stormwater construction approvals.

The City Council will adopt a written schedule from time to time establishing a fee system for administering and implementing the stormwater management program. The fee system may include fees for application submittal and review, project overview, compliance inspections, and any other task or service performed by the City to administer or implement the requirements of this article or rules promulgated hereunder. Fees may include charges for time and materials utilized by the City in implementing and administering the requirements of this article or rules promulgated pursuant to this article.

Sec. 44-511. - Demonstration of long-term maintenance.

The applicant for a stormwater construction approval shall demonstrate to the City in the application or during the application review process, as determined appropriate by the City, that the stormwater management system shall be maintained in perpetuity. This demonstration shall be made in the manner specified in rules promulgated pursuant to this article.

Sec. 44-512. - Scope of long-term maintenance.

For purposes of this article and rules promulgated pursuant to this article, long-term maintenance shall include site monitoring and preventative maintenance activities necessary to ensure that a stormwater management system functions properly as designed; remedial actions necessary to repair, modify, or reconstruct the system in the event the system does not function properly as designed at any time; notification to subsequent owners of limitations or restrictions on the property; actions necessary to enforce the terms of restrictive covenants or other instruments applicable to the property pursuant to this article and rules promulgated pursuant to this article; and such other actions as maybe set forth in rules promulgated hereto.

Sec. 44-513. - inspections and Monitoring of Discharges.

In order to ensure the faithful administration of, and compliance with, this article, upon presentation of proper credentials and identification, and after stating the authority and purpose of the inspection, City inspectors shall be promptly permitted to enter and inspect a development site. The inspection shall be for the purpose of investigating the development site stormwater management systems, or components of stormwater management systems, to determine compliance or noncompliance with this article, rules or regulations promulgated pursuant to this article, and/or stormwater construction approvals issued pursuant to this article. The Enforcement Coordinator may also enter upon and inspect any premises within the City at reasonable hours with the consent of the premises' owner, occupant, or agent; may inspect any premises and the connections thereon to the storm drainage system; and may conduct monitoring, sampling, and testing of the discharge to the storm drainage system.

Sec. 44-514. - Investigations, informal conferences, and voluntary agreements.

(a) If the City believes that a violation of this article, a rule promulgated pursuant to this article, or a stormwater construction approval issued hereunder may have occurred or exists, the City shall make a prompt investigation. If, after this investigation, the city determines that a violation has occurred or exists, the City shall attempt to enter into a voluntary agreement to resolve or correct the violation. An informal conference may be requested by the City or by any other person to facilitate a voluntary agreement.

(b) If a voluntary agreement cannot be reached, the City shall take appropriate enforcement action pursuant to this article and other applicable provisions of law.

Sec. 44-515. - Enforcement.

It shall be unlawful for any person to violate the provisions of this article.

Sec. 44-516. - Notification of violation.

(a) If a voluntary agreement pursuant to §44-514(a) cannot be reached, the Enforcement Coordinator shall issue written notice of a violation to the person or persons alleged to have caused or contributed to a violation of this article, a rule promulgated pursuant to this article, and/or an approval issued hereunder. A written notice of violation shall include a statement of facts upon which the violation is based.

(b) Within fourteen (14) days of the receipt of a written notice of violation, the alleged violator shall submit to the City an explanation of the violation and a plan for correcting the violation to comply with this article, rules promulgated pursuant to this article, and/or stormwater construction approvals issued hereunder. Submission of this plan in no way relieves the alleged violator of liability for any previous violation not addressed by the plan or future violation.

(c) Within fourteen (14) days of the receipt of a written response to a notice of violation, the City shall determine whether the response resolves and/or corrects the alleged violation. If the City determines that the response resolves and/or corrects the violation, then the plan for correcting the violation shall be incorporated into a consent agreement pursuant to §44-517.

Sec. 44-517. - Consent agreement.

(a) A consent agreement may be entered into at any time by and between the City and the person or persons alleged to have caused or contributed to a violation. The consent agreement shall be mutually acceptable to both the City and the recipient(s) and shall reflect the recipient's agreement to assume responsibility for and correct violations of this article, rules promulgated pursuant to this article, and approvals issued hereunder.

(b) The consent agreement shall contain a short statement of facts, describe the actions necessary to correct the noncompliance, contain a compliance schedule, and be signed by all parties. The agreement may contain a monetary or other relief as agreed to by the parties for the noncompliance, including without limitation, amounts necessary to compensate the City for costs incurred investigating, administering and/or enforcing this article or rules promulgated hereto.

Sec. 44-518. - Administrative compliance orders.

(a) If the City determines that a violation of this article, a rule promulgated pursuant to this article, or a stormwater construction approval issued hereunder has occurred or exists, the City may issue an administrative compliance order.

(b) Except as provided in §44-519, the City may issue an administrative compliance order in the following circumstances:

(1) The City determines that a person has violated a consent agreement entered into with the City; or

(2)

(a) The City determines that a person has violated or continues to violate this article, a rule promulgated pursuant to this article, or a stormwater construction approval issued hereunder; and

(b) The City has attempted to resolve the violation pursuant to §44-514(a) and §44-517 but no voluntary agreement or consent agreement has been entered into.

(c) The administrative compliance order shall contain a statement of facts upon which the order is based, a description of the actions that must be taken to correct the noncompliance, a compliance schedule, and other requirements as might be reasonably necessary to address the noncompliance. Administrative compliance orders also may contain administrative fines and penalties, and such other monetary relief for the noncompliance, including without limitation amounts necessary to compensate the City for costs incurred investigating, administering, and enforcing this article or rules promulgated hereto.

(d) Within twenty-eight (28) days of being issued an administrative compliance order, the person or persons receiving the order may appeal the issuance of the order pursuant to §44-523 of this article.

Sec. 44-519. - Imminent and substantial injury orders.

(a) The City may issue an administrative order without attempting to resolve a violation by using the enforcement procedures described to §44-514(a) and §44-517 if it finds that a violation of this article, a rule promulgated pursuant to this article, or a stormwater construction approval issued hereunder constitutes or causes, or will constitute or cause, a substantial injury to the public health, safety, welfare, or the environment, and it is prejudicial to the interests of the people of the City to delay action.

(b) Administrative orders issued pursuant to this section shall contain a statement of facts upon which the order is based, and notification to the person that it must immediately take action to discontinue, abate, correct, or otherwise address the imminent and substantial injury caused or likely to be caused by the noncompliance.

(c) Within seven (7) days, the City shall provide the person an opportunity to be heard and to present any proof that the noncompliance does not or will not constitute imminent and substantial injury to the public health, safety, welfare or the environment.

(d) An order issued pursuant to this section is effective on issuance and shall remain in effect for a period of not more than seven (7) days, unless the City brings an action to restrain the alleged non-compliance pursuant to §44-514(b) before the expiration of that period. If the City brings such an action within the seven-day period, the order issued by the City shall remain in effect for an additional seven (7) days or such other period as is authorized by the court in which the action is brought.

Sec. 44-520. - Municipal civil infractions.

(a) A person who violates any provision of this article or rules promulgated hereunder, including without limitation any notice, order, stormwater construction approval, agreement, decision, or determination promulgated, issued, made, or entered by the City under this article or rules promulgated hereunder, is responsible for a municipal civil infraction, subject to payment of a civil fine of not more than Five Hundred Dollars (\$500.00) per day, plus costs, abatement of the violation and other sanctions; additionally, a Respondent found responsible shall be liable for all of the City's costs and attorney's fees associated with the prosecution of the enforcement action.

(b) If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation and the Enforcement Coordinator determines a violation of Part 91 (SESC Permit) has

occurred, the EC will notify the St. Clair County Health Department Environmental Health Division; if a violation of an NPDES permit has occurred, the EC will notify the MDEQ.

Sec. 44-521. - Separate offenses.

Each act of violation, and each day or portion of a day that a violation of this article, rules or regulations promulgated pursuant to this article, stormwater construction approval, order, notice, or determination issued, made or entered into under this article is permitted to exist or occur, constitutes a separate offense and shall be punishable as provided by this article.

Sec. 44-522. - Ultimate Responsibility of Discharger.

The standards set forth herein are minimum standards; therefore, this article does not intend nor imply that compliance by any Person with its provisions will ensure there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said Person. This article shall not create liability on the part of the City of Algonac, or any officer agent or employee thereof for any damages that result from any Person's reliance on this Ordinance or any administrative decision lawfully made hereunder.

Sec. 44-523. - Appeal.

Any person whose legal rights, duties, or privileges are determined by the City pursuant to this article or a rule promulgated pursuant to this article, and who is aggrieved by the City's determination, may appeal to the zoning board of appeals for relief of that grievance.

Secs. 44-524—44-599. - Reserved.

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 on held on the _____ day of October, 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:

Members Absent:

It was moved by Member
to adopt the Ordinance.

and supported by Member

Members voting yes:

Members voting no:

The Ordinance was 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:



Item No: 11k
Meeting: 10.7.2025

Business of the Algonac City Council

Agenda Statement

Item Title: To **INTRODUCE** amendment to Chapter 32 "SOLID WASTE" Article I "In General", Section1 "POLLUTING PUBLIC SPACES" Subsection (A) to change violations of the ordinance from Municipal Civil Infractions to Misdemeanors by adding Subsection (C).

Submitted by: Denice A. Gerstenberg, City Manager

Summary

Staff requested that the city attorney draft the attached ordinance because of situations that have occurred recently within the community.

This Amendment updates the current city ordinance on littering and dumping.

- It is illegal to litter or dump trash, debris, or other waste on city streets, sidewalks, alleys, or public places.
- Commercial or industrial waste may not be discharged onto streets, sidewalks, alleys, or gutters at any time.
- Violations are now considered misdemeanors rather than civil infractions. This change strengthens enforcement and emphasizes how seriously the city takes protecting our community spaces.

This update is meant to keep Algonac clean, safe, and enjoyable.

Suggested Action

MOVED BY:

SUPPORTED BY:

To Introduce amendment to Chapter 32 "SOLID WASTE" Article I "In General", Section1 "POLLUTING PUBLIC SPACES" Subsection (A) to change violations of the ordinance from Municipal Civil Infractions to Misdemeanors by adding Subsection (C).

APPROVED/Denied

ORDINANCE NO. 2025-06

CITY OF ALGONAC

COUNTY OF ST. CLAIR, MICHIGAN

AN ORDINANCE OF THE CITY OF ALGONAC, ST. CLAIR COUNTY, MICHIGAN TO AMEND CHAPTER 32 "SOLID WASTE," ARTICLE I "IN GENERAL," SECTION 1 "POLLUTING PUBLIC PLACES," SUBSECTION (A) TO CHANGE VIOLATIONS OF THE ORDINANCE FROM MUNICIPAL CIVIL INFRACTIONS TO MISDEMEANORS BY ADDING SUBSECTION (C).

THE CITY OF ALGONAC ORDAINS:

SECTION 1. AMENDMENT

CHAPTER 32—SOLID WASTE

ARTICLE I—IN GENERAL

Section 32-1. - Polluting public places.

(a) *Litter.* It shall be unlawful for any person to litter or permit to be littered on any of the streets, alleys, sidewalks or other public places within the city by throwing, depositing, tracking, dropping, dumping or spilling any trash, paper, dirt, mud, ashes, sand, glass, leaves, garbage, debris or other materials or to deposit or cause the same to be deposited upon or permit the same to be accumulated upon any premises other than those designated as the official county sanitary landfill.

(b) *Commercial waste.* It shall be unlawful to discharge any commercial or industrial water or any polluted or contaminated waste upon the sidewalks, streets, alleys or gutters within the city at any time.

(c) *Violations.* A violation of this section shall constitute be a misdemeanor as defined in City Code §1-14(a).

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 on held on the ____ day of October, 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:

Members Absent:

It was moved by Member
to adopt the Ordinance.

and supported by Member

Members voting yes:

Members voting no:

The Ordinance was 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:



Item No: 12
Meeting: 10.7.2025

Business of the Algonac City Council

Agenda Statement

Item Title: To approve accounts payable and payroll in the amount of \$2,560,514.43.

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 \$2,560,514.43.

APPROVED/Denied

TO: ALGONAC CITY COUNCIL		10/7/2025		Item #12
FROM: Alysia Bugg, Treasurer				
	10/3/2025			
BANK ACCOUNT	DATES	CHECK NUMBERS	AMOUNT	TOTAL
AP	9/16/2025	53472-53475	\$ 14,906.40	
AP	9/25/2025	53476-53482	\$ 13,145.24	
AP	9/30/2025	53483	\$ 350.00	
AP	10/2/2025	53484-53533	\$ 111,423.39	
TAX	9/23/2024	6644-6646	\$ 2,299,073.49	
TAX	10/2/2025	6647-6648	\$ 3,878.05	
EFT	9/18/2025	406(E)	\$ 1,411.13	
EFT	9/18/2025	407(E)	\$ 3,429.42	\$ 2,447,617.12
PAYROLL	DATES	CHECK NUMBERS	AMOUNT	.
Direct Deposits	9/12/2025	DD13749-DD13779	\$ 35,243.09	
Checks	9/12/2025	32458-32459	\$ 494.00	
Direct Deposits	9/26/2025	DD13780-DD13803	\$ 29,834.50	
Checks	9/26/2025	32461	\$ 3,541.68	
EFT	9/17/2025	EFT #1003	\$ 11,236.99	
EFT	9/18/2025	EFT #1004	\$ 2,856.16	
EFT	9/26/2025	EFT #1005	\$ 6,003.74	
EFT	9/26/2025	EFT #1006	\$ 12,064.94	
EFT	9/26/2025	EFT #1007	\$ 1,819.69	
EFT	10/1/2025	EFT #1008	\$ 9,802.52	\$ 112,897.31
Assuming Council approves all transactions, the following motion would be in order:				
Resolved, that the City Council approves accounts payable and payroll as submitted for a total of:				\$ 2,560,514.43
		Direct Deposit	\$ 30,262.37	
		Total Payroll #1224	\$ 40,909.50	
		Direct Deposit	\$ 29,834.50	
		Total Payroll #1225	\$ 55,252.21	