

**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 21, 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 – October 7, 2025
 - b. Departmental Reports
 - 1) Blight Enforcement
 - 2) Building
 - 3) DPW
 - 4) Finance
 - 5) Fire Department
 - 6) Water Department
 - c. Communications & Notices
 - 1) Boards & Commission Roster
 - 2) Housing Commission Minutes
 - d. Miscellaneous Business
- 10) Unfinished Business
- 11) New Business

- a. To ADOPT Amendment to Chapter 44 "Utilities" by adding Article IV "Stormwater Management".
- b. To ADOPT 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).
- c. To approve payment to Salski Construction for Algonac Activity Center: \$91,680.91.
- d. To approve Water Plant Actuator Replacement Phase II: \$99,800.
- e. To approve cleaning services for Algonac Activity Center: \$44,865.26.
- f. To approve Water Plant Annual Air Compressor Maintenance: \$8,227.
- g. To approve Water Plant Generator Battery Replacement: \$1,911.21.
- h. To approve Algonac-Clay Library Landscape Services: \$1,484.
- i. To approve Southwater Municipal Utility Authority Board Appointment.
- j. To approve full-service Supplementation Subscription for city codes with CivicPlus: \$2,320.50.
- k. To approve Annual Workers' Compensation Audit: \$1,785.

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.



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 – October 7, 2025
- b) Departmental Reports
 - 1. Blight Enforcement
 - 2. Building
 - 3. DPW
 - 4. Finance
 - 5. Fire Department
 - 6. Water Department
- c) Communications & Notices
 - 1. Boards & Commission Roster
 - 2. Housing Commission Minutes – August 18, 2025
- d) Miscellaneous Business

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

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

Meeting called to Order

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

Roll Call

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

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

Moment of Silent Prayer

Mayor Gillis called for a moment of silent prayer.

Pledge of Allegiance

Mayor Gillis led the Pledge of Allegiance.

Approve Agenda

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

Presentations

Jan Evans, on behalf of the Piece-To-Peace Quilters recognized City Council and administration for their hard work in bringing pool and activity center to our community. These 2 projects are vital investments to our community. The Piece-To-Peace Quilters have been in a church basement for the past 20 years and they are thankful to have a space of their own in the new Activity Center. They received many donations to make it happen, and appreciate that the city saw their vision.

The quilters presented "inspire" stones to city council members to thank and remind them that it only takes one person to lend a hand that creates a ripple. Let them and the community come together to be that ripple.

Public Comment

Eileen Tesch, 145 Channelsyde, questioned the hiring process for the city manager search, and commented on a banner over M29.

Pat Pokorney, 775 Worfolk, stated he is still upset over the water bills, and commented on the former recalled mayor.

Dwayne Hrynyk, 207 Roselawn, congratulated City Manager Gerstenberg on her retirement, and advised on what kind of person he would like to see Council consider to replace her who will keep the momentum going.

Diane Chmielewski, 609 St. Clair River Drive, reminded everyone that Pierogi Fest is Thursday, October 9 at the VFW. There are limited tickets available at the door. Come and enjoy some delicious Polish food from Hamtramck's Polish Village and Polish dancers. Doors open at 5:30 p.m., dinner will be served from 6:00-7:00 p.m.

City Manager's Report

City Manager Gerstenberg gave a brief report.

Consent Agenda

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

- 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, 2025.

Motion carried.

Unfinished Business

None

New Business

To approve Annual Neptune 360 Meter Reading Software Renewal.

Motion by Davey, supported by Harris 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.

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

Nays: None

Motion carried.

To approve Water Filtration Plant Drinking Water Laboratory Recertification.

Motion by Carter, supported by Skarbek 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.

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

Nays: None

Motion carried.

To approve Riverfront Park flagpole repair.

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

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

Nays: None

Motion carried.

To approve Algonac Swimming Pool Project Pay Application #9.

Motion by Bembas, supported by Meldrum 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.

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

Nays: None

Motion carried.

To approve payment to Park N Pool for Swimming Pool Deck Furniture.

Motion by Davey, supported by Carter 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.

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

Nays: None

Motion carried.

To approve replacement of sanitary sewer lift station float switches.

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

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

Nays: None

Motion carried.

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

Motion by Bembas, supported by Carter to approve Proposed Recruitment & Selection Process for a new City Manager.

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

Nays: None

Absent: Bembas

Motion carried.

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

Motion by Bembas, supported by Meldrum 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. Motion carried.

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

Motion by Bembas, supported by Davey 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.

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

Nays: None

Motion carried.

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

Motion by Carter, supported by Skarbek to Introduce amendment to Chapter 44 "UTILITIES" by adding Article IV "STORMWATER MANAGEMENT".

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

Nays: None

Motion carried.

To INTRODUCE amendment to Chapter 32 "SOLID WASTE" Article I "In General", Section 1 "POLLUTING PUBLIC SPACES" Subsection (A) to change violations of the ordinance from Municipal Civil Infractions to Misdemeanors by adding Subsection (C).

Motion by Davey, supported by Bembas to Introduce amendment to Chapter 32 "SOLID WASTE" Article I, "In General", Section 1 "POLLUTING PUBLIC SPACES" Subsection (A) to change violations of the ordinance from Municipal Civil Infractions to Misdemeanors by adding Subsection (C).

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

Nays: None

Motion carried.

Accounts Payable

Motion by Carter, supported by Skarbek to approve accounts payable and payroll in the amount of \$2,560,514.43.

Roll Call

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

Nays: None

Motion carried.

Items for Next Agenda

- Appoint SMUA Representative
- Water Plant Air Compressor Maintenance
- Library Landscape proposal
- Water Plant Actuator Phase II
- Adoption of ordinance amendments

Council Comment

Bembas

Stated the city is moving in the right direction. He congratulated Piece-To-Peace Quilters, and encouraged everyone to attend the Pierogi Fest on Thursday, October 9th.

Carter

Appreciates all the positive comments, and said the Polish dinners at Pierogi Fest are amazing, be sure to come out.

Davey

Announced the Algonac Clay Library annual Book Sale will be held on Wednesday, Thursday and Friday. The Friends of the Library do some really good things, please come and support them. It was good to hear the positive comments tonight. She

thanked Jan Evans and the Piece-To-Peace Quilters for their support and for helping us get there. The Activity Center is a positive change that can help bring families here.

Harris

Congratulated the Piece-To-Peace Quilters, saying it was nice to hear the positive comments from Jan and Dwayne.

Meldrum

Thanked the Piece-To-Peace Quilters for their comments and for the stone which is very nice. She also thanked Councilman Skarbek for putting on the great Red Barn Country Fest Event.

Skarbek

Thanked Mrs. Evans for the kind words, and he addressed the banner, saying that he put a banner up on his own without using any city resources. He went about it the wrong way, and for that he is sorry.

Gillis

The Red Barn Country Fest was a blast, thanks to Councilman Skarbek. The Pierogi Fest is always a great time, he hopes everyone tries to make it. The Halloween in the 'Nac event will add a Costume Swap table this year. Our Lady on the River will be holding a Tribute Concert featuring Rod Stewart and Elton John on Saturday, October 11th at the Algonac Lions Club as a fundraiser to help put an end to human trafficking. He announced that there are 2 openings on the Planning Commission and 2 on the Library Board. He congratulated the Piece-To-Peace Quilters, and thanked them for all they do.

Adjournment

Motion by Meldrum, supported by Harris to adjourn the meeting at 7:06 p.m. Motion carried.

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

Inspection List

10/06/25

9b1 Press		Enforcement #	Inspection Type	Completed	Result	Inspector
1506 MARKET ST		E240280	3RD INSPECTION	09/02/2025	Complied	LORI WARNER
Violations:						
1027 ST CLAIR RIVER DR		E250145	2ND INSPECTION	09/02/2025	Complied	LORI WARNER
Violations:						
110 NORTH AVE		E240147	6TH INSPECTION	09/02/2025	Complied	LORI WARNER
Violations:						
539 FASSETT ST		E250125	2ND INSPECTION	09/02/2025	Complied	LORI WARNER
Violations:						
451 MAPLE ST		E250094	3RD INSPECTION	09/09/2025	Violation(s)	LORI WARNER
Violations:						
1096 HOWARD ST		E250183	2ND INSPECTION	09/09/2025	Complied	LORI WARNER
Violations:						
1044 HOWARD ST		E250184	2ND INSPECTION	09/09/2025	Partially Complied	LORI WARNER
Violations:						
999 SUMMER ST		E240030	13TH INSPECTION	09/02/2025	Not Complied	LORI WARNER
Violations:						
1003 STATE ST		E240320	6TH INSPECTION	09/09/2025	Not Complied	LORI WARNER
Violations:						
1780 WASHINGTON ST		E250192	2ND INSPECTION	09/09/2025	Not Complied	LORI WARNER
Violations:						

Inspection List

10/06/25

Address	Enforcement #	Inspection Type	Completed	Result	Inspector
618 GREEN ST	E250194	2ND INSPECTION	09/02/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
949 LIBERTY ST	E250123	3RD INSPECTION	09/02/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
345 COLONIAL LN	E250049	8TH INSPECTION	09/02/2025	Violation(s)	LORI WARNER
<u>Violations:</u>					
1215 STATE ST	E250190	2ND INSPECTION	09/09/2025	Complied	LORI WARNER
<u>Violations:</u>					
121 N PARK DR	E250193	2ND INSPECTION	09/09/2025	Partially Complied	LORI WARNER
<u>Violations:</u>					
455 MAPLE ST	E250095	5TH INSPECTION	09/09/2025	Violation(s)	LORI WARNER
<u>Violations:</u>					
455 STATE ST	E250105	4TH INSPECTION	09/09/2025	Violation(s)	LORI WARNER
<u>Violations:</u>					
121 KENYON DR V/L	E250196	1ST INSPECTION	09/09/2025	Violation(s)	LORI WARNER
<u>Violations:</u>					
382 CENTER ST	E220468	29TH INSPECTION	09/09/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
2037 ST CLAIR BLVD	E250159	2ND INSPECTION	09/15/2025	Violation(s)	LORI WARNER
<u>Violations:</u>					

Inspection List

10/06/25

Address	Enforcement #	Inspection Type	Completed	Result	Inspector
1956 ST CLAIR BLVD	E250188	2ND INSPECTION	09/15/2025	Partially Complied	LORI WARNER
<u>Violations:</u>					
949 LIBERTY ST	E250123	4TH INSPECTION	09/15/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
455 MAPLE ST	E250095	6TH INSPECTION	09/15/2025	Violation(s)	LORI WARNER
<u>Violations:</u>					
2204 ST CLAIR RIVER DR	E250195	3RD INSPECTION	09/15/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
121 KENYON DR V/L	E250196	2ND INSPECTION	09/15/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
121 N PARK DR	E250193	3RD INSPECTION	09/15/2025	Complied	LORI WARNER
<u>Violations:</u>					
1947 ST CLAIR BLVD	E250198	1ST INSPECTION	09/15/2025	Violation(s)	LORI WARNER
<u>Violations:</u>					
1780 WASHINGTON ST	E250192	3RD INSPECTION	09/22/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
1987 WASHINGTON ST	E250199	1ST INSPECTION	09/22/2025	No Violation	LORI WARNER
<u>Violations:</u>					
1005 MILL ST	E250057	2ND INSPECTION	09/22/2025	No Change	LORI WARNER
<u>Violations:</u>					

Inspection List

10/06/25

Address	Enforcement #	Inspection Type	Completed	Result	Inspector
910 COLUMBIA ST	E240177	8TH INSPECTION	09/22/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
2037 ST CLAIR BLVD	E250159	3RD INSPECTION	09/22/2025	No Change	LORI WARNER
<u>Violations:</u>					
121 KENYON DR V/L	E250196	3RD INSPECTION	09/22/2025	Complied	LORI WARNER
<u>Violations:</u>					
1947 ST CLAIR BLVD	E250198	2ND INSPECTION	09/22/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
850 MILL ST	E250200	1ST INSPECTION	09/22/2025	Violation(s)	LORI WARNER
<u>Violations:</u>					
1003 STATE ST	E250072	CODE COMPLIANCE	09/22/2025	No Change	LORI WARNER
<u>Violations:</u>					
746 MILL ST	E250083	6TH INSPECTION	09/22/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
918 HOWARD ST	E240330	7TH INSPECTION	09/23/2025	Violation(s)	LORI WARNER
<u>Violations:</u>					
850 MILL ST	E250160	2ND INSPECTION	09/29/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
1003 FRUIT ST	E250138	3RD INSPECTION	09/29/2025	Partially Complied	LORI WARNER
<u>Violations:</u>					

Inspection List

10/06/25

Address	Enforcement #	Inspection Type	Completed	Result	Inspector
850 MILL ST	E250200	2ND INSPECTION	09/29/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
1947 ST CLAIR BLVD	E250198	3RD INSPECTION	09/29/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
455 STATE ST	E250105	5TH INSPECTION	09/29/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
621 GREEN ST	E240234	13TH INSPECTION	09/29/2025	No Change	LORI WARNER
<u>Violations:</u>					
414 LIBERTY ST	E250187	3RD INSPECTION	09/29/2025	Violation(s)	LORI WARNER
<u>Violations:</u>					
910 COLUMBIA ST	E240177	9TH INSPECTION	09/29/2025	Complied	LORI WARNER
<u>Violations:</u>					
949 LIBERTY ST	E250123	5TH INSPECTION	09/29/2025	Not Complied	LORI WARNER
<u>Violations:</u>					
455 STATE ST	E250105	6TH INSPECTION	09/30/2025	Violation(s)	LORI WARNER
<u>Violations:</u>					

Inspections: 48

Monthly Issued Permit List

10/14/2025

9b2

Building

Permit #	Contractor	Job Address	Fee Total	Const. Value
PB250058	915 LIBERTY ST		\$332.50	\$0
Work Description: CONCRETE PAD WITH RAT WALL FOR LEAN TO				
PB250061	9561 RACHEL RD		\$306.50	\$0
Work Description: WHEELCHAIR RAMP FROM SIDE YARD ONTO DECK				
PB250063	629 FRUIT ST		\$232.80	\$0
Work Description: REPLACING FAULTY HEADER				
PB250066	379 CENTER ST VL		\$2,206.00	\$0
Work Description: NEW SINGLE FAMILY HOME				
PB250069	925 COLUMBIA ST		\$508.00	\$0
Work Description: ADDITION TO GARAGE				
PB250071	1215 STATE ST		\$308.50	\$0
Work Description: ROOFING				
PB250072	1419 MARKET ST		\$343.60	\$0
Work Description: ROOF				
PB250073	522 FASSETT ST		\$309.75	\$0
Work Description: FRONT PORCH				
PB250074	1049 SUMMER ST		\$370.25	\$0
Work Description: ROOFING				
PB250075	450 LATHROP AVE		\$391.25	\$0
Work Description: ROOF OVER CONCRETE PAD				
PB250076	142 ISLAND CT		\$267.10	\$0
Work Description:				
PB250077	1619 MARKET ST		\$243.55	\$0
Work Description: WINDOWS				
PB250078	204 ST CLAIR RIVER DR		\$550.00	\$0
Work Description: REMODLE OF HOME, SIDING WINDOWS, AND DOORS				
PB250079	948 LEE ST		\$538.42	\$0
Work Description: GARAGE				

PB250080	228 EDGEWATER DR	\$317.30	\$0
Work Description: ROOFING			
PB250081	710 WASHINGTON ST	\$332.23	\$0
Work Description: ROOFING			
PB250082	1424 CLINTON ST	\$270.50	\$0
Work Description: ROOFING			
PB250083	2527 ST CLAIR RIVER DR	\$368.50	\$0
Work Description: ROOFING			
PB250084	1041 SUMMER ST	\$298.45	\$0
Work Description: ROOFING			
Total Permits For Type:			19
Total Fees For Type:			\$8,495.20
Total Const. Value For Type:			\$0

Electrical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PE250034	448 WILLARD AVE		\$230.00	\$0
Work Description: GENERATOR				
PE250035	1816 ST CLAIR BLVD		\$215.00	\$0
Work Description: GENERATOR				
PE250038	109 N PARK DR		\$157.00	\$0
Work Description: FURANCE				
PE250039	204 ST CLAIR RIVER DR		\$297.00	\$0
Work Description: ELECTRICAL FOR REMODLE OF HOME				
PE250040	801 ST CLAIR RIVER DR		\$189.00	\$0
Work Description: DISCONNECT AND RECONNECT A/C				
Total Permits For Type:			5	
Total Fees For Type:			\$1,088.00	
Total Const. Value For Type:			\$0	

Mechanical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PM250023	448 WILLARD AVE		\$205.00	\$0

Work Description: GENERATOR

PM250024	109 N PARK DR	\$210.00	\$0
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Work Description: FURNACE

PM250025	801 ST CLAIR RIVER DR	\$300.00	\$0
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Work Description: A/C CONDENSER REPLACEMENTS

PM250026	204 ST CLAIR RIVER DR	\$180.00	\$0
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Work Description: MINI SPLIT SYSTEM

Total Permits For Type:	4
Total Fees For Type:	\$895.00
Total Const. Value For Type:	\$0

PEDDLERS

Permit #	Contractor	Job Address	Fee Total	Const. Value
PPED250009	805 ST CLAIR RIVER DR		\$110.00	\$0

Work Description: DOOR TO DOOR FINANCIAL SERVICES; SECURITIES AND INSURANCE

Total Permits For Type:	1
Total Fees For Type:	\$110.00
Total Const. Value For Type:	\$0

Plumbing

Permit #	Contractor	Job Address	Fee Total	Const. Value
PP250011	1309 ST CLAIR BLVD		\$305.00	\$0

Work Description: KITCHEN, BATHROOM, LAUNDRY REMODLE

PP250012	204 ST CLAIR RIVER DR		\$365.00	\$0
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Work Description: PLUMBING FOR REMODLE OF HOME

Total Permits For Type:	2
Total Fees For Type:	\$670.00
Total Const. Value For Type:	\$0

RIGHT-OF-WAY

Permit #	Contractor	Job Address	Fee Total	Const. Value
PRW250003	731 LIBERTY ST		\$125.00	\$0

Work Description: NEW UTILITY POLE ON LIBERTY BETWEEN CLINTON ST AND MARKET ST

Total Permits For Type:	1
Total Fees For Type:	\$125.00
Total Const. Value For Type:	\$0

ZONING

Permit #	Contractor	Job Address	Fee Total	Const. Value
PZ250037	1405 ST CLAIR RIVER DR		\$205.00	\$0
Work Description: CONCRETE DRIVEWAY AND SIDEWALK				
PZ250038	442 RUSKIN AVE		\$205.00	\$0
Work Description: CONCRETE DRIVE				
PZ250039	828 CLAY ST		\$130.00	\$0
Work Description: FENCE				
PZ250040	702 RUSKIN AVE		\$205.00	\$0
Work Description: CONCRETE DRIVEWAY				
PZ250041	948 LEE ST		\$130.00	\$0
Work Description: SHED				

Total Permits For Type:	5
Total Fees For Type:	\$875.00
Total Const. Value For Type:	\$0

Report Summary

Population: All Records
Permit.DateIssued Between
9/1/2025 12:00:00 AM AND
9/30/2025 11:59:59 PM

Grand Total Fees:	\$12,258.20
Grand Total Permits:	37
Grand Total Const. Value:	\$0

Monthly Finaled Permit List

10/14/2025

Building

Permit #	Contractor	Job Address	Fee Total	Const. Value
PB250044	357 SHERWOOD LN		\$179.46	\$0
Work Description: WINDOWS				
PB250054	950 LIBERTY ST		\$235.27	\$0
Work Description: WINDOWS				
PB250063	629 FRUIT ST		\$232.80	\$0
Work Description: REPLACING FAULTY HEADER				
PB250082	1424 CLINTON ST		\$270.50	\$0
Work Description: ROOFING				
Total Permits For Type:				4
Total Fees For Type:				\$918.03
Total Const. Value For Type:				\$0

Electrical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PE250021	1216 ST CLAIR BLVD		\$225.00	\$0
Work Description: ELECTRICAL				
PE250028	1216 ST CLAIR BLVD		\$200.00	\$0
Work Description: REPLACE 4' FIXTURES WITH NEW LED				
PE250034	448 WILLARD AVE		\$230.00	\$0
Work Description: GENERATOR				
PE250035	1816 ST CLAIR BLVD		\$215.00	\$0
Work Description: GENERATOR				
PE250036	9539 NOOK RD		\$157.00	\$0
Work Description: ELECTRICAL FOR A/C REPLACEMENT				
PE250040	801 ST CLAIR RIVER DR		\$189.00	\$0
Work Description: DISCONNECT AND RECONNECT A/C				
Total Permits For Type:				6
Total Fees For Type:				\$1,216.00

Total Const. Value For Type:

\$0

Mechanical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PM250005	1216 ST CLAIR BLVD		\$385.00	\$0
Work Description: 2 HEAT PUMPS, 2 BOILERS, 2 GAS LINES				
PM250021	9539 NOOK RD		\$180.00	\$0
Work Description: A/C REPLACEMENT				
PM250023	448 WILLARD AVE		\$205.00	\$0
Work Description: GENERATOR				

Total Permits For Type: 3

Total Fees For Type: \$770.00

Total Const. Value For Type: \$0

Plumbing

Permit #	Contractor	Job Address	Fee Total	Const. Value
PP250008	1216 ST CLAIR BLVD		\$200.00	\$0
Work Description: BACKFLOW PREVENTOR				

Total Permits For Type: 1

Total Fees For Type: \$200.00

Total Const. Value For Type: \$0

SPECIAL ASSEMBLY

Permit #	Contractor	Job Address	Fee Total	Const. Value
PSA250011	102 CITY PARK & 1130 ST CLAIR		\$0.00	\$0
Work Description: ALGONAC ART FAIR 2025 53RD ANNUAL ART FAIR				

Total Permits For Type: 1

Total Fees For Type: \$0.00

Total Const. Value For Type: \$0

ZONING

Permit #	Contractor	Job Address	Fee Total	Const. Value
----------	------------	-------------	-----------	--------------

Work Description: FENCE

Total Permits For Type:	1
Total Fees For Type:	\$125.00
Total Const. Value For Type:	\$0

Report Summary

Population: All Records
Permit.DateFinaled Between
9/1/2025 12:00:00 AM AND
9/30/2025 11:59:59 PM

Grand Total Fees:	\$3,229.03
Grand Total Permits:	16
Grand Total Const. Value:	\$0

CITY OF ALGONAC DEPT. OF PUBLIC WORKS REPORT

Month: September, 2025

DPW

- *General vehicle maintenance*
- *Kept work areas cleaned and organized*
- *City wide clean up*
- *Worked at the new activity center*
- *Disposed of old paint and chemicals from clean up*

LOCAL/MAJOR STREETS

- *Checked storm sewer pump stations as needed*
- *Cold patched streets as needed*
- *Trimming trees throughout the city*

PARKS

- *Emptied trash containers as needed*
- *Trimmed trees and removed overgrown bushes from lions' field*
- *Removed summer banners from light pole in the river front park*

CITY HALL

-

POOL

- *Clean bath house Check pool*
- *Delivered Chlorine when necessary*

- *Put furniture away and winterized pool house*

LIBRARY

-

WATER

- *Completed Miss dig assignments as requested*
- *Fixed stop box @ 702 Ruskin*

SEWER

- *Completed Miss dig assignments as requested*
- *AMP tested and general maintenance performed to all lift stations weekly*
- *Had some catch basins cleaned and inspected.*

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

Respectfully submitted,

Algonac Public Services Dept.

Joe Vernier

9b4

Fund	Description	Beginning Balance 08/01/2025	Total Debits	Total Credits	Ending Balance 08/31/2025
101	General Fund	937,510.53	838,646.57	380,776.82	1,395,380.28
202	Major Street Fund	1,394,993.91	106,354.70	75,674.74	1,425,673.87
203	Local Street Fund	1,206,058.19	55,796.97	45,305.42	1,216,549.74
208	PARK/RECREATION FUND - Music in the	2,663.91	5.44	0.00	2,669.35
271	Library Fund	62,145.56	23,238.59	24,482.50	60,901.65
401	Capital Improvement Fund	1,167,598.56	1,241,138.82	1,762,680.24	646,057.14
590	Sewer Fund	160,640.32	83,639.15	141,322.18	102,957.29
591	Water Fund	1,109,079.03	169,283.09	112,548.07	1,165,814.05
661	Motor Pool Fund	483,607.96	123,024.62	110,000.00	496,632.58
TOTAL - ALL FUNDS		6,524,297.97	2,641,127.95	2,652,789.97	6,512,635.95

PERIOD ENDING 08/31/2025
% Fiscal Year Completed: 16.99

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

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	08/31/2025	(ABNORMAL)	MONTH 08/31/2025	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 202 - Major Street Fund										
000.000		405,600.00		70,847.07		36,354.70		334,752.93		17.47
TOTAL REVENUES										
449.200 -	Street Funds Administration	405,600.00		70,847.07		36,354.70		334,752.93		17.47
449.463 -	Preservation Streets	39,750.00		6,704.00		3,352.00		33,046.00		16.87
449.465 -	Non-Motorized	540,995.00		6,531.01		6,072.47		534,463.99		1.21
449.473 -	Preservation Bridges	1,020.00		0.00		0.00		1,020.00		0.00
449.474 -	Traffic Services	1,200.00		0.00		0.00		1,200.00		0.00
449.478 -	Winter Maintenance	13,900.00		5,964.68		1,549.32		7,935.32		42.91
999.000 -	Transfers (Out) And Other Uses	18,230.00		0.00		0.00		18,230.00		0.00
		201,090.00		0.00		0.00		201,090.00		0.00
TOTAL EXPENDITURES										
		816,185.00		19,199.69		10,973.79		796,985.31		2.35
Fund 202 - Major Street Fund:										
TOTAL REVENUES										
		405,600.00		70,847.07		36,354.70		334,752.93		17.47
TOTAL EXPENDITURES										
		816,185.00		19,199.69		10,973.79		796,985.31		2.35
NET OF REVENUES & EXPENDITURES										
		(410,585.00)		51,647.38		25,380.91		(462,232.38)		12.58
BEG. FUND BALANCE										
		1,289,857.46		1,289,857.46						
NET OF REVENUES/EXPENDITURES - 2024-25										
				143,724.74				143,724.74		
END FUND BALANCE										
		879,272.46		1,485,229.58						

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

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	ACTIVITY FOR	AVAILABLE	%
		AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 08/31/2025	BALANCE	BDGT USED
Fund 203 - Local Street Fund						
000.000		364,700.00	31,085.39	15,796.97	333,614.61	8.52
TOTAL REVENUES						
449.200 - Street Funds Administration		364,700.00	31,085.39	15,796.97	333,614.61	8.52
449.463 - Preservation Streets		15,925.00	2,700.00	1,350.00	13,225.00	16.95
449.473 - Preservation Bridges		434,485.00	206,105.24	6,731.43	228,379.76	47.44
449.474 - Traffic Services		14,385.00	1,650.00	0.00	12,735.00	11.47
449.478 - Winter Maintenance		12,155.00	2,107.62	1,208.16	10,047.38	17.34
		29,760.00	0.00	0.00	29,760.00	0.00
TOTAL EXPENDITURES						
		506,710.00	212,562.86	9,289.59	294,147.14	41.95
Fund 203 - Local Street Fund:						
TOTAL REVENUES						
		364,700.00	31,085.39	15,796.97	333,614.61	8.52
TOTAL EXPENDITURES						
		506,710.00	212,562.86	9,289.59	294,147.14	41.95
NET OF REVENUES & EXPENDITURES						
		(142,010.00)	(181,477.47)	6,507.38	39,467.47	127.79
BEG. FUND BALANCE						
		938,139.51	938,139.51			
NET OF REVENUES/EXPENDITURES - 2024-25						
		796,129.51	1,015,358.65		258,696.61	
END FUND BALANCE						

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

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 08/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDC USED
Fund 208 - PARK/RECREATION FUND - Music in the Park						
000.000		0.00	10.77	5.44	(10.77)	100.00
TOTAL REVENUES						
		0.00	10.77	5.44	(10.77)	100.00
751.000 - Parks And Recreation Departmen						
		0.00	100.00	0.00	(100.00)	100.00
TOTAL EXPENDITURES						
		0.00	100.00	0.00	(100.00)	100.00
Fund 208 - PARK/RECREATION FUND - Music in the Park:						
TOTAL REVENUES						
		0.00	10.77	5.44	(10.77)	100.00
TOTAL EXPENDITURES						
		0.00	100.00	0.00	(100.00)	100.00
NET OF REVENUES & EXPENDITURES						
			(89.23)	5.44	89.23	100.00
BEG. FUND BALANCE						
			2,758.58			
NET OF REVENUES/EXPENDITURES - 2024-25						
			2,669.35			
END FUND BALANCE						
					2,758.58	

PERIOD ENDING 08/31/2025
 % Fiscal Year Completed: 16.99

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

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 08/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDC USED
Fund 271 - Library Fund						
000.000		40,050.00	4,676.49	2,263.56	35,373.51	11.68
TOTAL REVENUES						
		40,050.00	4,676.49	2,263.56	35,373.51	11.68
790.000 - Library						
		51,040.00	10,025.68	4,797.78	41,014.32	19.64
TOTAL EXPENDITURES						
		51,040.00	10,025.68	4,797.78	41,014.32	19.64
Fund 271 - Library Fund:						
TOTAL REVENUES						
		40,050.00	4,676.49	2,263.56	35,373.51	11.68
TOTAL EXPENDITURES						
		51,040.00	10,025.68	4,797.78	41,014.32	19.64
NET OF REVENUES & EXPENDITURES						
		(10,990.00)	(5,349.19)	(2,534.22)	(5,640.81)	48.67
BEG. FUND BALANCE						
		66,534.38	66,534.38			
NET OF REVENUES/EXPENDITURES - 2024-25						
			6,439.91			
END FUND BALANCE						
		55,544.38	67,625.10		6,439.91	

PERIOD ENDING 08/31/2025

8 Fiscal Year Completed: 16.99

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

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 08/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 401 - Capital Improvement Fund						
000.000		675,500.00	1,303,933.48	238,663.82	(628,433.48)	193.03
TOTAL REVENUES						
		675,500.00	1,303,933.48	238,663.82	(628,433.48)	193.03
901.000 - Capital Outlay		780,000.00	509,954.88	428,317.94	270,045.12	65.38
TOTAL EXPENDITURES						
		780,000.00	509,954.88	428,317.94	270,045.12	65.38
Fund 401 - Capital Improvement Fund:						
TOTAL REVENUES						
		675,500.00	1,303,933.48	238,663.82	(628,433.48)	193.03
TOTAL EXPENDITURES						
		780,000.00	509,954.88	428,317.94	270,045.12	65.38
NET OF REVENUES & EXPENDITURES						
		(104,500.00)	793,978.60	(189,654.12)	(898,478.60)	759.79
BEG. FUND BALANCE						
		366,116.97	366,116.97			
NET OF REVENUES/EXPENDITURES - 2024-25						
		(979,744.05)	(979,744.05)		(979,744.05)	
END FUND BALANCE						
		261,616.97	180,351.52			

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

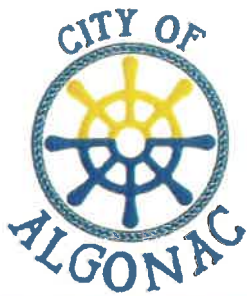
GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	08/31/2025	08/31/2025	MONTH	08/31/2025	INCREASE (DECREASE	NORMAL (ABNORMAL)	
Fund 590 - Sewer Fund										
000.000		1,097,485.00		209,465.34		208,870.79		888,019.66		19.09
930.000	- Transfer in from General	588,500.00		0.00		0.00		588,500.00		0.00
TOTAL REVENUES										
		1,685,985.00		209,465.34		208,870.79		1,476,519.66		12.42
536.548	- Operating Services	1,223,235.00		137,606.90		16,933.52		1,085,628.10		11.25
901.000	- Capital Outlay	478,000.00		0.00		0.00		478,000.00		0.00
TOTAL EXPENDITURES										
		1,701,235.00		137,606.90		16,933.52		1,563,628.10		8.09
Fund 590 - Sewer Fund:										
TOTAL REVENUES		1,685,985.00		209,465.34		208,870.79		1,476,519.66		12.42
TOTAL EXPENDITURES		1,701,235.00		137,606.90		16,933.52		1,563,628.10		8.09
NET OF REVENUES & EXPENDITURES		(15,250.00)		71,858.44		191,937.27		(87,108.44)		471.20
BEG. FUND BALANCE		2,625,397.26		2,625,397.26						
NET OF REVENUES/EXPENDITURES - 2024-25				(124,653.10)						
END FUND BALANCE		2,610,147.26		2,572,602.60				(124,653.10)		

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

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 08/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDC % USED
Fund 591 - Water Fund						
000.000		2,007,954.00	312,497.62	231,871.05	1,695,456.38	15.56
TOTAL REVENUES						
		2,007,954.00	312,497.62	231,871.05	1,695,456.38	15.56
536.550 - Administration		246,784.00	47,816.86	16,243.00	198,967.14	19.38
536.556 - Production Expenses		1,366,880.00	113,982.06	58,920.12	1,252,897.94	8.34
536.561 - Transmission Costs		541,510.00	22,983.78	15,795.65	518,526.22	4.24
TOTAL EXPENDITURES						
		2,155,174.00	184,782.70	90,958.77	1,970,391.30	8.57
Fund 591 - Water Fund:						
TOTAL REVENUES						
		2,007,954.00	312,497.62	231,871.05	1,695,456.38	15.56
TOTAL EXPENDITURES						
		2,155,174.00	184,782.70	90,958.77	1,970,391.30	8.57
NET OF REVENUES & EXPENDITURES						
		(147,220.00)	127,714.92	140,912.28	(274,934.92)	86.75
BEG. FUND BALANCE						
		8,832,126.13	8,832,126.13			
NET OF REVENUES/EXPENDITURES - 2024-25						
			2,752.39			
END FUND BALANCE						
		8,684,906.13	8,962,593.44		2,752.39	

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

GL NUMBER	DESCRIPTION	2025-26		ACTIVITY FOR		AVAILABLE		% BUDGET USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 08/31/2025	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 661 - Motor Pool Fund								
000.000		114,500.00	22,586.08	13,024.62		91,913.92	19.73	
TOTAL REVENUES								
		114,500.00	22,586.08	13,024.62		91,913.92	19.73	
000.000		10,000.00	0.00	0.00		10,000.00	0.00	
901.000 - Capital Outlay		73,000.00	0.00	0.00		73,000.00	0.00	
TOTAL EXPENDITURES								
		83,000.00	0.00	0.00		83,000.00	0.00	
Fund 661 - Motor Pool Fund:								
TOTAL REVENUES								
		114,500.00	22,586.08	13,024.62		91,913.92	19.73	
TOTAL EXPENDITURES								
		83,000.00	0.00	0.00		83,000.00	0.00	
NET OF REVENUES & EXPENDITURES								
		31,500.00	22,586.08	13,024.62		8,913.92	71.70	
BEG. FUND BALANCE								
		625,843.95	625,843.95	60,875.60		60,875.60		
NET OF REVENUES/EXPENDITURES - 2024-25								
		657,343.95	709,305.63					
END FUND BALANCE								
TOTAL REVENUES - ALL FUNDS								
		8,987,438.00	2,210,298.74	943,892.31		6,777,139.26	24.59	
TOTAL EXPENDITURES - ALL FUNDS								
		10,478,189.00	1,695,055.79	863,492.02		8,783,133.21	16.18	
NET OF REVENUES & EXPENDITURES								
		(1,490,751.00)	515,242.95	80,400.29		(2,005,993.95)	34.56	
BEG. FUND BALANCE - ALL FUNDS								
		18,647,526.86	18,647,526.86					
END FUND BALANCE - ALL FUNDS								
		17,156,775.86	17,696,890.21					



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 **9b5**
Dawn Davey
Michael Bembas
Ed Carter
Cathy Harris
Wendy Meldrum
Jacob Skarbek

TO: Denice Gerstenberg, City Manager
FROM: Joseph Doan, Fire Chief
DATE: 10/02/2025
SUBJECT: Activity Report- September

09/08/2025	Department Meeting 11 people @ 3 hours	33 Hours
09/12/2025	Introduction to Fire Patterns 6 people @ 2 hours	12 Hours
09/15/2025	Hose Testing/Pump Ops 12 people @ 3 hours	36 Hours
09/22/2025	EMS- Fractures/Splinting, Equipment Checks 14 people @ 3 hours	42 Hours
09/29/2025	Hose Testing/Pump Ops 11 people @ 3 hours	33 Hours
09/16/2025 12/13/2025	Emergency Medical Responder (Ongoing) A. Vernier	20 Hours
TOTAL HOURS: 176 Hours		

Year-End-Totals:
Department Meeting: 281 Hours
Training(s)/Other: 1,153 Hours
Total man hours: 1,434 Hours

CALLS FOR SERVICE: 87

General Station Cleaning/Maintenance

General Apparatus/Equipment Cleaning/Maintenance

Rental Inspections

Business Inspections

Community Risk Reduction Program- Smoke/CO Detectors

Activity Center- Cleaning/Maintenance

Medical Control Meeting

Put up fall banners

Annual Pump Testing- All apparatus passed

Certificate List

Certificate #	Property Address	Type	Holder	Status	Issue	Expires
CI1250034	1401 ST CLAIR BLVD	I&I COMPLIANCE	DENARDO JOHN/DOLCIE TR	Certified	09/05/2025	09/05/2035
CI1250035	1021 MARKET ST	I&I COMPLIANCE	SMITH HIRAM J/ADA ET AL	Certified	09/05/2025	09/05/2035
CI1250036	1607 MICHIGAN ST	I&I COMPLIANCE	SIEGEL WILLIAM	Certified	09/05/2025	09/05/2035
CI1250037	583 MARKET ST	I&I COMPLIANCE	NICKELS STEVEN R/SHELBY	Certified	09/18/2025	09/18/2035
CI1250038	1116 CLINTON ST	I&I COMPLIANCE	GAZDICK KIMBERLY A	Certified	09/19/2025	09/19/2035
CI1250039	751 LIBERTY ST	I&I COMPLIANCE	SCOTT JOSHUA A	Certified	09/29/2025	09/29/2035

Total # of Certificates: 6

Population: All Records
Certificate.DateIssued Between 9/1/2025 12:00:00 AM AND
10/2/2025 11:59:59 PM AND
Certificate.CertType = I&I COMPLIANCE

Joe Doan

From: Joe Doan
Sent: Thursday, October 2, 2025 1:27 PM
To: Joe Doan
Subject: MCFD



Marine City Area Fire Authority

41m · 🌐

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Marine City Area Fire Authority would like to Thank Algonac Fire for the assistance with coverage of any additional calls this morning while we were out on a Multi vehicle car accident in China twp. Great work by all. Thanks again



Joseph Doan, Fire Chief
City of Algonac

Month End Incident Details

Date	Incident Number	Alarm Time	Incident Type
9/1/25	25-731	04:17	Dispatched & canceled en route
	25-732	13:26	Good intent call, other
	25-733	16:36	Alarm system activation, no fire - unintentional
	25-734	18:59	Unauthorized burning
9/3/25	25-735	13:13	Assist invalid
	25-736	20:05	Rescue, EMS incident, other
9/4/25	25-737	10:08	Medical assist, assist EMS crew
	25-738	11:16	Assist invalid
	25-739	11:59	Rescue, EMS incident, other
	25-740	17:52	Dispatched & canceled en route
9/5/25	25-741	02:50	Medical assist, assist EMS crew
9/6/25	25-742	10:12	Medical assist, assist EMS crew
	25-743	14:28	Medical assist, assist EMS crew
	25-744	21:22	Medical assist, assist EMS crew
9/7/25	25-745	11:09	Rescue, EMS incident, other
	25-746	11:28	Dispatched & canceled en route
9/8/25	25-747	08:37	Medical assist, assist EMS crew
	25-748	13:16	Assist invalid
	25-749	18:30	Special type of incident, other
	25-750	19:06	Rescue, EMS incident, other
	25-751	19:35	Medical assist, assist EMS crew
	25-752	19:35	Unauthorized burning
9/9/25	25-753	04:32	Assist invalid
	25-754	09:10	Medical assist, assist EMS crew
	25-755	10:45	Assist invalid
	25-756	18:30	Watercraft rescue
9/10/25	25-757	00:32	Medical assist, assist EMS crew
	25-758	11:34	Medical assist, assist EMS crew
	25-759	11:54	Assist invalid
	25-760	20:38	Dispatched & canceled en route
9/11/25	25-761	08:03	Rescue, EMS incident, other
	25-762	09:00	Authorized controlled burning
	25-763	11:00	Public service
	25-764	11:30	Public service
	25-765	13:00	Special type of incident, other
	25-766	17:41	Assist invalid

Month End Incident Details

Date	Incident Number	Alarm Time	Incident Type
9/11/25	25-767	18:22	Medical assist, assist EMS crew
9/12/25	25-768	05:35	Rescue, EMS incident, other
	25-769	09:03	No incident found on arrival at dispatch address
	25-770	10:31	Assist police or other governmental agency
	25-771	11:52	Assist invalid
	25-772	11:56	Assist invalid
9/13/25	25-773	06:57	Medical assist, assist EMS crew
	25-774	17:15	Service Call, other
9/14/25	25-775	00:22	Medical assist, assist EMS crew
	25-776	12:08	Rescue, EMS incident, other
	25-777	19:59	Assist invalid
9/15/25	25-778	14:02	Rescue, EMS incident, other
	25-779	18:30	Special type of incident, other
	25-780	23:22	Assist invalid
9/16/25	25-781	08:30	Public service
	25-782	09:00	Public service
	25-783	16:00	Rescue, EMS incident, other
9/17/25	25-784	09:34	Assist invalid
	25-785	12:40	Medical assist, assist EMS crew
	25-786	12:52	Rescue, EMS incident, other
	25-787	14:07	Dispatched & canceled en route
	25-788	14:20	Medical assist, assist EMS crew
	25-789	15:00	Public service
	25-790	15:59	Medical assist, assist EMS crew
9/18/25	25-791	07:20	Medical assist, assist EMS crew
	25-792	09:42	Assist police or other governmental agency
	25-793	19:18	Dispatched & canceled en route
9/19/25	25-794	15:30	Public service
	25-795	20:54	Alarm system activation, no fire - unintentional
9/20/25	25-796	07:00	Service Call, other
	25-797	18:09	False alarm or false call, other
	25-798	19:26	Medical assist, assist EMS crew
9/22/25	25-799	18:30	Special type of incident, other
9/23/25	25-800	03:13	Dispatched & canceled en route
9/24/25	25-801	09:50	Service Call, other
	25-802	15:04	Power line down

Month End Incident Details

Date	Incident Number	Alarm Time	Incident Type
9/25/25	25-803	02:43	Assist invalid
	25-804	10:02	Dispatched & canceled en route
	25-805	14:00	Public service
9/26/25	25-806	00:15	Medical assist, assist EMS crew
	25-807	09:05	Assist invalid
9/27/25	25-808	02:51	Rescue, EMS incident, other
	25-809	12:10	Rescue, EMS incident, other
	25-810	15:49	Medical assist, assist EMS crew
	25-811	20:15	Dispatched & canceled en route
9/28/25	25-812	10:44	Medical assist, assist EMS crew
	25-813	13:59	Water & ice-related rescue, other
9/29/25	25-814	18:30	Special type of incident, other
	25-815	18:40	Rescue, EMS incident, other
9/30/25	25-816	00:55	Dispatched & canceled en route
	25-817	13:56	Medical assist, assist EMS crew



City of Algonac
 805 St. Clair River Drive
 Algonac, Michigan 48001
 (810)794-9361
www.cityofalgonac.org

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

City of Algonac Monthly Report - Water Department/Filtration Plant September-2025

27,141,000	Gallons of Water Filtered
26,315,000	Gallons of Water Pumped
2,390,000	Gallons of Backwash

Information about the St. Clair River

The average turbidity or clarity of the lake this past month was 2.427 NTU

The River had the highest turbidity on 9/26/2025

The highest turbidity (Clarity) for the St. Clair River this month was 4.3 NTU

To supply Water to the residents of Algonac and Clay Township, the Algonac Water Filtration plant withdrew water from the St. Clair River totaling 29,541,000 Gallons

In addition to Plant operations the Algonac Water Department performed:

6 Service Calls for Turn on/off
6 Meter Changes
47 Leak Checks

Did you know?

At the Algonac Water Filtration Plant, we keep a constant eye on the health of our water by monitoring two key factors: temperature and clarity. To measure clarity, we use a scientific unit called NTU, which stands for Nephelometric Turbidity Units. Turbidity refers to how clear or cloudy the water is, based on how much light is scattered by particles suspended in it. The cloudier the water, the higher the NTU value. Turbidity can increase after heavy rains, during strong winds, or when water currents shift—stirring up sediment and other materials from the lake bottom. We also closely track lake temperature, because it plays a big role in how water treatment processes work. For example, many chemical reactions in water treatment occur faster in warmer water and slow down as temperatures drop. As autumn arrives, the air cools quickly—but the lake? Not so much! Large bodies of water like our lake release heat slowly, thanks to their volume and depth. This means that even when the air feels chilly, the lake can stay relatively warm for much longer. That thermal stability helps buffer sudden changes and gives us valuable time to adjust our treatment processes accordingly.



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

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

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BOARDS AND COMMISSIONS ROSTER

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

PLANNING COMMISSION - 3 YEAR TERMS				9 members				Meet 4x year at 6 pm/Aug Mtg elect Chair & Vchair 1 yr term			
NAME	Role	ADDRESS	Term Ends	PHONE #	E MAIL						
VACANT	Commissioner		7/17/2027								
Joanne Dare	Commissioner	160 St. Clair River Dr	7/17/2026	586.322.5484	joanddare41@comcast.net						
Amanda Hass	Commissioner	1518 State Street	7/17/2026	810.278.2311	gougeon13@gmail.com						
Adam Ragsdale	Commissioner	107 St. Clair River Drive	7/17/2028	810.869.0603	adam.ragsdale@gmail.com						
Jamie Sternberg	Commissioner	1505 Market	7/17/2028	810.824.0482	jamiesternberg@gmail.com						
Brian Tideswell	Commissioner	829 W. Townsend Crescent	7/17/2026	810.300.4170	btideswell@att.net						
Darryl Sopata	Commissioner	438 Willard	7/17/2027	858.220.2902	darrylsopata@yahoo.com						
VACANT	Vice-Chair		7/17/2025								
Mark Thompson	Chair	911 Washington	7/17/2026	810.650.1544	lumberguvmark@yahoo.com						
Members are appointed by the mayor according to state law. See appointment process procedure.											

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

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

BOARDS AND COMMISSIONS ROSTER

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

**MINUTES OF THE REGULAR COMMISSIONER MEETING
OF THE ALGONAC HOUSING COMMISSION**

Monday August 18, 2025

At 6:03 PM

Moehring Room

1205 St. Clair River Drive

Algonac MI 48001

Call to Order:

The Regular Meeting of the Algonac Housing Commission was held in person located at AHC Moehring Room, 1205 St. Clair River Drive Algonac MI 48001. Meeting information was posted in the public areas of the AHC complex and forwarded to Algonac City Hall for public posting. President Smith called the meeting to order at 6:03 PM.

1. Roll Call:

Present: President Cynthia Smith, Commissioner(s) Deborah Green, Suezette Minder and Christine Robb

Also: Executive Director James A. Dewey and Program Assistant Specialist Anne Landschoot

Absent: Commissioner Kimberly Catenacci

2. Pledge of Allegiance:
Complete

3. Public Comment for items listed on the agenda
None

4. Approval of Agenda to include any Changes/Additions:
Changes: None
Additions: None

Commissioner Robb motioned to approve the agenda as presented with support from Commissioner Green.

Ayes: Smith, Green, Minder, Robb

Nays: None

Absent: Catenacci

Motion Carried.

6. Approval of the Minutes:

Regular Commissioner Meeting Minutes from June 16, 2025

Review and discussion held.

Commissioner Green motioned to approve the Minutes of the Regular June 16, 2025, Commissioner Board Meeting as presented. Commissioner Robb supported this motion.

Ayes: Smith, Green, Minder, Robb

Nays: None

Absent: Catenacci

Motion Carried.

6. Communications:

Commissioner Suezette Minder was welcomed by the Board Members of Algonac Housing Commission as she was appointed to replace Vice President Bernard Ferris who resigned in June 2025.

MINUTES OF THE REGULAR COMMISSIONER MEETING
OF THE ALGONAC HOUSING COMMISSION

Monday August 18, 2025

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7. Financial Reports:

- A. Balance Sheet and Budget versus Actual Expense ending FYE June 2025
Review and discussion were held with a brief explanation offered by Executive Director James A. Dewey.

B. Public Housing General Fund Cash Disbursement and Wire Transfer

- Cash Disbursements –July 2025

Several questions arose regarding distributions regarding:

- o Michigan Department of Licenses Regulatory Affairs Bureau of Construction Codes and Boiler System for 3 payments of \$190.55 each. Noting that AHC only has one elevator system, this distribution needs further review and determination.
- o Miller Appliance Sale and Service in the amount of \$2,549.85. The Board of Commissioners inquired about what exactly was purchased and what was the individual cost for each item.

Executive Director James A. Dewey explained that he would inquire and report back to the Board of Commissioners.

- Wire Transfers – June/July 2025

President Smith inquired on the monthly credit that Paycheck Payroll was providing to AHC asking if their overcharge has been completed and if Algonac Housing Commission has been fully reimbursed.

With review and discussion complete, Commissioner Robb motioned with support from Commissioner Green to approve the Balance Sheet and Budget versus Actual Expense, Public Housing Cash Disbursements and Wire Transfers as presented understanding that explanation is forthcoming regarding distribution concerns.

Ayes: Smith, Green, Minder, Robb

Nays: None

Absent: Catenacci

Motion Carried.

C. CFP (Capital Fund Project) Obligation/Expenditure Status (E-LOCCS)

Executive Director James A. Dewey reviewed in detail the E-LOCCS report offering full explanation of obligation deadlines and expenditures with further explanation of HUD monitoring these expenditures to ensure Capital Fund Program is properly expended.

8. Report of the Director:

A. Monthly Vacancy Listing

The vacancy report listed two vacancies, however apartment #313 is now occupied as of 08/12/2025 with #401 being scheduled for move in by month end.

B. Report from the Executive Director,

Executive Director reviewed in detail the written report of the Director highlighting the following:

- Cooling system in community room has been overheating and shutting down. It was noted that the venting system where the cooling unit is housed does not

MINUTES OF THE REGULAR COMMISSIONER MEETING
OF THE ALGONAC HOUSING COMMISSION

Monday August 18, 2025

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have adequate ventilation, therefore AHC is currently seeking a quote to install a roof top vent to increase the air flow which will resolve this issue.

- The elevator repair and replacement are now tentatively scheduled for late September 2025 and will take approximately 3 weeks to complete. Residents will be educated on proper use of the stair lift located on the west side of the building and will also be updated on expectations of assistance being offered during this time.
- Discussion was held regarding the Presidential proposed T-HUD Budget reduction of 45% overall. The House nor the Senate is in support of this proposed budget and is looking to approve a possible 8-10% decreased budget.
- The Lincoln Loft Development is ongoing with a proposed financial closing date being schedule in March 2026 with construction beginning in May 2026.
- Executive Director James A. Dewey announced the PHHC is working with an employment recruiting service to fill the Deputy Executive Director position. Interviews are taking place with a final list to be offered to PHHC in September 2025. PHHC is hoping that a new hire will take place in October 2025.

C. Quarterly Report:

1. Five (5) Year Goal Achievement Quarter (March, June, September, and December) 2025.

Due September 2025

9. Unfinished Business:

None

10. New Business:

A. Resolution:

None

B. Approval of Contracts:

1. Fiber Optic Cable/WIFI
RESA of St. Clair County
499 Range Rd
Marysville MI 48040
Service: Fiber Optic 1 Gig Internet Service
Cost: Installation fee: \$19,152.37
Monthly fee: \$150.00

Discussion: Executive Director James A. Dewey explained the benefits for Fiber Optic verses what is currently offered in AHC. A one-time installation fee of \$19,152.37 and monthly charge of \$150.00 per month will pay for itself in time. It is being suggested to approve this contract as it will not only be a cost savings but will provide excellent and increased streaming services to the residents while reducing interruption, increasing streaming options and supplying reliable service to AHC Management office.

MINUTES OF THE REGULAR COMMISSIONER MEETING
OF THE ALGONAC HOUSING COMMISSION
Monday August 18, 2025
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With discussion complete and understanding the benefits of fiber optic cable/WIFI, Commissioner Minder motioned with support from Commissioner Robb to approve the contract agreement with RESA as presented.

Ayes: Smith, Green, Minder, Robb

Nays: None

Absent: Catenacci

Motion Carried.

C. Travel and Training:
None

D. Miscellaneous :
1. Election of Vice President Position

President Smith opened the floor to hear nomination for this position. President Smith nominated Commissioner Catenacci as Vice President to the Board of Commissioners with support from Commissioner Robb. Should Commissioner Catenacci accept this nomination, a vote was held to approve this position as follows.

Ayes: Smith, Green, Minder, Robb

Nays: None

Absent: Catenacci

Motion Carried.

Commissioner Catenacci accepted this position shortly after this meeting via phone.

10. Public/Tenant Comment for items NOT listed on the agenda:
Ms. Sandra Otto #312 requested to have a sign placed near or on the chair lift to place the chair arms in a downward position as the chair does not operate with the arm rest in an upright position.

11. Items for next agenda (September 15, 2025):
None

12. Board Member/Director Comments:
President Smith welcome Commissioner Minder to the Board of Commissioners and thanked her for her willingness to volunteer.

President Smith also invited all female members present to the Washinton Life Center for a new Community Group that is focusing on women socialization and events for community programs. Next meeting is September 11th at 1:00 PM.

13. Adjournment:
With the business of the agenda having been complete, Commissioner Robb motioned. to adjourn the meeting at 6:35 PM which was supported by Commissioner Green. The Next Regular Meeting is scheduled to be held on Monday, September 15, 2025, scheduled for 6:00 PM. Motion Carried.

MINUTES OF THE REGULAR COMMISSIONER MEETING
OF THE ALGONAC HOUSING COMMISSION

Monday August 18, 2025

At 6:03 PM

Moehring Room

1205 St. Clair River Drive

Algonac MI 48001

RESPECTFULLY SUBMITTED,

X 

Cynthia Smith/Bernard Ferris
President/Vice President

X 

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



Item No: 11a
Meeting: 10.21.2025

Business of the Algonac City Council

Agenda Statement

Item Title: To ADOPT 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.

City Council approved the introduction of this ordinance at their meeting of October 7, 2025.

Suggested Action

MOVED BY:

SUPPORTED BY:

To ADOPT 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, §122.62(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 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: Bembas, Carter, Davey, Gillis, Harris, Meldrum, Skarbek

Members Absent: None

It was moved by Member _____ and supported by Member _____ to adopt the Ordinance.

Members voting yes:

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: October 7, 2025
ADOPTED: October 21, 2025
PUBLISHED: October 29, 2025
EFFECTIVE: October 29, 2025



Business of the Algonac City Council

Agenda Statement

Item Title: To ADOPT 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.

City Council approved the introduction of this ordinance at their meeting of October 7, 2025.

Suggested Action

MOVED BY:

SUPPORTED BY:

To ADOPT 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: Bembas, Carter, Davey, Gillis, Harris, Meldrum, Skarbek

Members Absent: None

It was moved by Member _____ and supported by Member _____ to adopt the Ordinance.

Members voting yes:

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: October 7, 2025
ADOPTED: October 21, 2025
PUBLISHED: October 29, 2025
EFFECTIVE: October 29, 2025



Item No: 11c
Meeting: 10.21.2025

Business of the Algonac City Council

Agenda Statement

Item Title: To approve payment to Salski Construction for Algonac Activity Center: \$91,680.91.

Submitted by: Joe Doan, Fire Chief

Summary

The Algonac Activity Center General Contractor, Salski Construction, has submitted for approval two (2) invoices for:

General Contractor Oversight Cleaning, HVAC, electrical, plumbing, roof & glass installation.	\$32,090.91
Work by General Contractor Frame walls/doors, tile removal, stage work, ceiling tile replacement. Includes change order of \$1,870 for ceiling leak repairs and window replacement in cafeteria.	\$59,590.00
TOTAL	\$91,680.91

City Council approved the General Contractor, Salski Construction, at their meeting of August 6, 2024.

Suggested Action

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve payment to Salski Construction LLC, whose address is 3903 Pine Grove Avenue, Fort Gratiot, MI 48059 for work performed at the Algonac Activity Center in the total amount of \$91,680.91.

APPROVED/Denied



CONTRACTORS INVOICE



WORK PERFORMED AT:

1216 St. Clair Blvd

TO: City Of Algonac
(Joe Doan)

DATE 09/26/25

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Salski CM fees to date .

Custom Glass \$1250.00

Salski (\$150.00)

MC Shine \$41,847.74 plus added work \$3017.52=\$44,865.26

Salski (\$5383.83)

Superior HVAC \$155,300 plus added \$13,634.00=\$168,934.00

Salski (\$20,272.08)

Stephenson Electric \$24,250.00

Salski (\$2910.00)

G And L Plumbing \$25,650.00 plus added \$2475.00=28,125.00

Salski (\$3375.00)

Not Invoiced Fire Alarm, HVAC air handler extra, Roof,

Total CM fee to date \$32,090.91

Benjamin A Salski

Thank you,

Salski Construction LLC

3903 Pine Grove Ave.
Fort Gratiot, MI 48059

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of

Thirty Two thousand ninety and 91/100

Dollars (\$ 32,090.91)

This is a ☒ Partial ☐ Full invoice due and payable by: 10 Month 20 Day 2025 Year

in accordance with our ☒ Agreement ☐ Proposal No. Dated Month Day Year



CONTRACTORS INVOICE



WORK PERFORMED AT:

TO: City Of Algonac
(Joe Doan)

1216 St. Clair Blvd
Algonac Community Center

DATE 09/26/25 YOUR WORK ORDER NO. OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Salski Construction approved CM work \$24,500.00 (Frame walls/doors / tile removal, stage work etc.....

Salski 20250621 ceiling tile replacement and added work \$29,975.00

Salski Roof temp repairs for leaks \$1378.00

Salski Window replacement at cafeteria window (Chairs Covered) \$492.00

Media center added work \$3245.00

Benjamin A Salski

Thank you,

Salski Construction LLC

3903 Pine Grove Ave.
Fort Gratiot, MI 48059

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of

Fifty Nine Thousand Five hundred Ninty only Dollars (\$ 59,590.00)

This is a ☐ Partial ☒ Full invoice due and payable by: 10 Month 20 Day 2025 Year

in accordance with our ☒ Agreement ☐ Proposal No. Dated Month Day Year

Proposal

Page # 1 of 1 pages



Salski Construction LLC
3903 Pine Grove Ave
Fort Gratiot, Mi 48059

810.650.6901

2102212227
Mi. Builders License# 2101196740
RRP License# R-R-100883-15-00348

PROPOSAL SUBMITTED TO: (Joe Doan)	JOB NAME Change Order	JOB # 20251009
ADDRESS City Of Algonac	JOB LOCATION Community Center	
	DATE 10/08/25	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

Change Order to Quoted Work.

1. Temp patch/repair known ceiling leaks at 4 areas .

\$1378.00

2. Additional window repair not in contract (Hidden by chairs and desks piled up at Cafeteria)

\$492.00

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ 1870.00

Dollars

with payments to be made as follows: Add to contract

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Benjamin A Salski

Note — this proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



Item No: 11d
Meeting: 10.21.25

Business of the Algonac City Council

Agenda Statement

Item Title: To Approve Water Plant Actuator Replace Phase II: \$99,800.

Submitted by: Denice A. Gerstenberg, City Manager

Summary

Continuous microfiltration actuator #1 (CMF #1) was replaced in 2024. This first phase was a test period before proceeding with Phase 2. The water plant is ready to proceed with Phase 2, replacement of CMF #2, #3, and #4. All of the actuators are approximately 25 years old. A continuous microfiltration (CMF) actuator uses a combination of compressed air, a pump, and membrane modules to continuously filter contaminants from water.

\$300,000 was budgeted for this project based on prior contractor pricing. To reduce costs, water plant staff plans to perform most of the replacement work. Completion is expected December 2025.

With Algonac staff providing the labor, the estimated project cost is \$107,300, allocated as follows:

- Clay Township: \$69,098.41
- City of Algonac: \$38,201.59

The estimate includes all materials and engineering services associated with this project. Design and construction engineering services in the amount of \$7,500 were approved by City Council on August 19, 2025.

This project was approved by the Clay Township board on October 14, 2025.

Suggested Action

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve purchase of valves, actuator, tubing and fittings in the amount of \$78,000 from Cornerstone Controls, Inc. whose address is 14789 Keel Street, Plymouth, MI 48170, purchase of positioner in the amount of \$13,500 from Midwest Power Systems, whose address is 2401 Hickory Oak, Milford, MI 48380, engage computer program integration services from UIS SCADA, whose address is 2290 Bishop Circle East, Dexter, MI 48130 plus an additional 5% contingency of \$5,000 for a total estimated project cost of \$99,800.

APPROVED/Denied



CONCEPTUAL

ENGINEER'S OPINION OF PROBABLE PROJECT COST

Bloomfield Hills, MI

Telephone: (248) 454-6300

PROJECT: City of Algonac Air Actuator Replacement - Phase II
 LOCATION: 1530 St. Clair River Drive Algonac, MI 48001
 BASIS FOR ESTIMATE: ☐ CONCEPTUAL ☒ PRELIMINARY ☐ FINAL
 WORK: Valve and Actuator Replacement - Machines 2, 3, and 4

DATE: 8/21/2025
 PROJECT NO. 20250451
 ESTIMATOR: TJP
 CHECKED BY: AAU

NO.	DESCRIPTION	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
1	Butterfly Valve and Pnuematic Actuator - Material	1	LSUM	\$74,000	\$74,000
2	Air tubing and Fittings - Material	1	LSUM	\$4,000	\$4,000
3	AV-16 Positioner - Installation by Midwest Power Systems	1	LSUM	\$13,500	\$13,500
4	SCADA Integration - UIS SCADA	1	LSUM	\$3,330	\$3,300
				Construction Subtotal	\$94,800
5	Contingency	5	%		\$5,000
				Total Estimated Construction Cost	\$99,800
6	Design and Construction Engineering - Hubbell, Roth & Clark				\$7,500
	TOTAL ESTIMATED COST TO OWNER FOR PROJECT				\$107,300



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; Clay Township Supervisor Paul Cassidy, Clay Township Public Services Superintendent- Lance Surdey

From: Algonac Water Plant Superintendent – Joshua Stewart

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

Date: 8/28/2025

The Algonac Water Filtration Plant has received an estimate from HRC for Phase 2 of the actuator replacement project. This phase will complete the replacement of all original actuators for the plant's microfiltration modules.

The current actuators are approximately 25 years old, with some previously repaired through maintenance. However, repair kits are no longer available, making a full upgrade necessary. CMF #1 was replaced last year as phase 1 of this project and provided a trial period before changing all units. The trial period was completed with NO problems reported. The attached estimate totals **\$107,300.00**.

A total of **\$300,000** was budgeted for this project based on prior contractor pricing. To reduce costs, Algonac Water Plant staff will perform the majority of the replacement work alongside their daily operations, avoiding additional labor expenses. The work is expected to take approximately one month, with minimal impact on meeting water supply demand.

Based on this year's water rate computation, project costs will be allocated as follows:

- **Clay Township:** 64.3974% – \$69,098.41
- **City of Algonac:** \$38,201.59

The estimate includes all materials and engineering services associated with this project. Completion is anticipated by **December 2025**.

Thank you,

Joshua Stewart
Algonac Water Plant Superintendent
(810)794-3281

Waterplant@cityofalgonac.org

Enclosed: (1) Attachment; estimated cost proposal from HRC for actuator replacement including Subcontractors, misc fittings.



Quotation

Date: 7/7/2025
Attention: JOSHUA STEWART
Company: CITY OF ALGONAC WATER DEPT.
Address: 1530 ST CLAIR DR.
ALGONAC, MI 48001
Phone: 810-794-3281
Email: waterplant@cityofalgonac.org

Quote #: SM2507071156
Revision: 0
From: Sabrina Evelyn
Phone: 513-354-5993
Email: Sabrina.Evelyn@cornerstonecontrols.com
Account Manager:

Reference: Water Treatment Valve Replacement Phase 2

We are pleased to offer the following quotation for your consideration.

Item	Description	Qty	Unit Price	Net Price	Lead Time
1	990-0150W0A10010-I0S00S0E000KB + 89U-01401XXN14N2UU34P0C TAGS: AV1, AV2, AV3, AV8, AV9, AV14, AV17	21	\$1,152.85	\$24,209.85	2-4 Weeks
2	990-0150W0A10010-I0S00S0E000KB + 89U-01401XXN14N2UU34P0C + 6312D-231-PM-224JD + FQP4 TAGS: AV4, AV5, AV6, AV7	12	\$1,476.31	\$17,715.72	4-6 Weeks
3	990-0100W0A10010-I0S00S0E000KB + 89U-0140310N14N2UU34P0C TAGS: AV10	3	\$861.76	\$2,585.28	2-4 Weeks
4	990-0025W0A10010-SES00S0E000KB-002 + 89U-00301XXN14N2UC34P0C TAGS: AV11, AV12	6	\$599.40	\$3,596.40	2-4 Weeks
5	990-0100W0A10010-I0S00S0E000KB + 89U-00901XXN14N2UU34P0C TAGS: AV13, AV15	6	\$723.29	\$4,339.74	2-4 Weeks
6	990-0150W0A10010-I0S00S0E000KB + 89U-01401XXN14N2UU34P0C + V200E-D1-90-A-C1 TAGS: AV16	3	\$3,132.47	\$9,397.41	2-4 Weeks
10	990-0150W0A10010-I0S00S0E000KB + 89U-01401XXN14N2UU34P0C TAGS: SPARES : 6IN VALVE + 89U-014-DA	4	\$1,152.85	\$4,611.40	2-4 Weeks
11	ISV-1107539 6IN KEYSTONE 900 SERIES EPDM REPAIR KIT TAGS: SPARES : 6IN EPDM REPAIR KIT	4	\$138.65	\$554.60	4-6 Weeks
12	990-0100W0A10010-I0S00S0E000KB TAGS: SPARES : 4IN VALVE	4	\$479.25	\$1,917.00	2-4 Weeks



Quotation

13	ISV-1107536 4IN KEYSTONE 900 SERIES EPDM REPAIR KIT TAGS: SPARES : 4IN REPAIR KIT	4	\$105.33	\$421.32	2-4 Weeks
14	990-0025W0A10010-SES00S0E00KB-002 + 89U-00301XXN14N2UC34P0C TAGS: SPARES : 1IN VALVE + F89U-003-DA	4	\$599.40	\$2,397.60	2-4 Weeks
15	ISV-1503862 1IN KEYSTONE 900 SERIES EPDM REPAIR KIT TAGS: SPARES : 1IN EPDM REPAIR KIT	4	\$73.63	\$294.52	8-10 Weeks
16	89U-0140310N14N2UU34P0C TAGS: SPARES : F89U-014-SR10	1	\$435.64	\$435.64	2-4 Weeks
17	ISV-1100929 STEM ADAPTER TAGS: SPARES : STEM ADAPTER FOR 4IN VALVE TO F89U-014	2	\$11.67	\$23.34	2-4 Weeks
18	89U-00901XXN14N2UU34P0C TAGS: SPARES : F89U-009-DA	4	\$281.36	\$1,125.44	2-4 Weeks
19	FQP4 TAGS: MACHINE 1 : AV4, AV5, AV6, AV7	4	\$45.43	\$181.72	2-4 Weeks
			Total:	\$73,806.98	

Cornerstone accepts Visa and Mastercard, however, a handling fee of 3% of the order value will be applicable to credit card orders.

Shipping: Best Way

Delivery Terms: Ship Point

Payment Terms:

Backorder Option: Incomplete Packages Not Allowed

Pricing Valid: 30 Days

Please address your order to Cornerstone Controls, Inc

Refer to Quote # on PO **SM2507071156**

If this results in an order and will be exempt from sales tax, an applicable sales tax exemption certificate for the ship to state must be provided before shipment can be fulfilled. This quotation is subject to the warranties and disclaimers set forth in the attached Terms and Conditions of Sale and no others, unless Seller and Buyer have entered into a separate written agreement. Please note that changing or cancelling your order may result in additional charges. For additional details on these charges or other questions, please contact us at www.cornerstonecontrols.com or the office locations below.

CINCINNATI
7131 E. Kemper Rd.
Cincinnati, OH 45249
Phone: (513) 489-2500

DETROIT
14789 Keel Street
Plymouth, MI 48170
Phone: (734) 459-0040

DAYTON
1440 Nicholas Road
Dayton, OH 45417
Phone: (937) 263-6429

INDIANAPOLIS
8525 Northwest Blvd.
Indianapolis, IN 46278
Phone: (317) 415-2400

CORNERSTONE CONTROLS, INC

STANDARD TERMS AND CONDITIONS

October 2021

These terms and conditions, the attendant quotation or acknowledgment, and all documents incorporated by reference therein, bind Cornerstone Controls, Inc. ("Cornerstone")

and the buyer ("Buyer"), and constitute the entire agreement (Agreement) between Buyer and Cornerstone for the provision of services (Services) and/or the sale of goods (Goods) including (except as provided in Section 15) firmware incorporated therein.

1. Payment Terms: Terms are net 30 days from date of Cornerstone's invoice in currency unless otherwise specified in writing. Invoicing shall occur at the end of each calendar month for the Services rendered in that month or at the end of the delivery of the Services, whichever is earlier. If any payment owed to Cornerstone hereunder is not made when due, it shall bear interest, at twelve percent (12.0%) per annum or, if less, the maximum rate permitted by law, from the date on which it is due until it is paid. Cornerstone shall have the right, among other remedies, either to terminate the agreement or to suspend further deliveries under this and/or other agreements with Buyer. Buyer shall be liable for all expenses attendant to collection of past due amounts, including reasonable attorney's fees. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges.

2. Prices: Unless otherwise specified in writing, pricing shall remain in effect for 30 days from the date of Cornerstone's quotation or proposal. Cornerstone reserves the right to revise pricing for Services or materials provided after the expiration of this period.

3. Taxes: Any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Cornerstone of selling or delivering the Services, and any tax now in effect or increase in same payable by Cornerstone because of the sale or delivery of the Services shall be added to the quoted price of the Services.

4. Agreement Not to Hire Consultant: Buyer covenants and agrees that, during the terms of this Agreement and during the period beginning on the date this Agreement is terminated or expires and ending eighteen (18) months after the termination or expiration of this Agreement, neither Buyer nor any of Buyer's parent corporations, subsidiaries or affiliates shall solicit for employment or employ any of the Cornerstone's employees or consultants providing Services to Buyer on behalf of the Cornerstone pursuant to this Agreement without the express prior written consent of Cornerstone's President. Buyer acknowledges that a breach by it or any of its parent corporations, subsidiaries or affiliates of the foregoing covenant shall constitute a material breach of this Agreement. Buyer further acknowledges that Cornerstone shall be entitled to a preliminary injunction and other equitable relief in the event of a breach or threatened breach by Buyer or any of its parent corporations, subsidiaries or affiliates of the foregoing covenant.

5. Confidentiality: Any confidential or proprietary information of Cornerstone or Buyer received by the other party shall be kept confidential by the receiving party and, except as otherwise required by court order or subpoena, shall only be made available to the receiving party's employees or contractors with a functional need for the information in order to carry out the performance of the agreement between Cornerstone and Buyer. Confidential and proprietary information shall not include any information publicly available or generally known in Buyer's or Cornerstone's industry. This covenant shall survive termination of this Agreement indefinitely.

6. Access to Facilities: Buyer agrees to grant Cornerstone on-site or Modem access to Buyer's Facilities for the purpose of providing the Services. Buyer understands and agrees that any access to Buyer's Facilities by Cornerstone may affect the performance of Buyer's process system. Accordingly, Buyer shall not hold Cornerstone liable for any losses incurred by Buyer, (without limitation) data loss, production loss, or other consequential damages, as a result of such authorized access. Buyer shall indemnify Cornerstone from all third party claims, damages, losses, costs or expense (including reasonable attorney's fees) arising out of or relating to Cornerstone's access to Buyer's Facilities hereunder, except as may be attributable to Cornerstone's negligence, reckless conduct or willful misconduct.

7. Responsibility: Cornerstone shall act as an independent contractor and not as an employee, agent, joint venturer or partner of the Buyer. Cornerstone shall act in close cooperation with members of Buyer's staff. As between Cornerstone and Buyer, Cornerstone shall be fully responsible to Buyer for any portion of Services that are provided by consultants or subcontractors to the same extent as if Services were performed directly by the Cornerstone personnel.

8. Compliance with Laws and Safety Rules: Cornerstone shall comply in all material respects and make known to its employees and subcontractors all safety, security, and health rules issued to Cornerstone by Buyer in writing. Such rules shall be identified in a separate exhibit and incorporated herein by reference. Cornerstone shall comply in all material respects with all local, state and federal laws, ordinances, orders and regulations applicable to the Services. Buyer shall make available free of charge any safety clothing and equipment that may be necessary in addition to Cornerstone's stand safety helmet, safety glasses with side shields and safety shoes.

9. Limited Warranty: Cornerstone warrants, subject to Section 11, that the software programs supplied by Cornerstone and the licensed firmware embodied in the Goods, if any, supplied by Cornerstone, when properly installed, will execute the programming instructions provided by Cornerstone and that Goods manufactured or Services provided by Cornerstone will be free from defects in materials or workmanship under normal use and care until the expiration of the warranty period. Cornerstone does not guarantee that the software or firmware will be uninterrupted or error free. Goods, including without limitation, the firmware and software, are warranted for a period of one (1) year from the date of initial operation, but not exceeding 18 months following delivery by Cornerstone, or 90 days following implementation of any subsequent modifications, updates, revisions and/or additions. With respect to Services, Cornerstone shall exercise, care and technical competence in accordance with generally accepted industry practices, including with respect to engineering Services in accordance with good engineering and/or professional practices. Consumables and Services are warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased or licensed by Cornerstone from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Cornerstone shall have no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. Cornerstone will correct any errors that are found if (but only if) Cornerstone is notified by Buyer of their existence within the above-stated period or Cornerstone will refund the purchase price of the defective portion of the Goods or Services. If Cornerstone is called upon by Buyer to correct any error, and such error is found to be caused by Buyer's negligence, modification, inadequate maintenance, unsuitable power sources, environmental conditions, misuse, improper installation, storage or handling or any other cause not inherent in the Goods or Services as supplied, modified, updated, revised or added to by Cornerstone, this warranty shall not apply and Cornerstone reserves the right to charge Buyer for such service at current standard rates for Services, plus expenses. Goods repaired and parts replaced by Cornerstone during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. These warranties are the EXCLUSIVE warranties made by Cornerstone and can be amended only by a written instrument signed by an officer of Cornerstone. **CORNERSTONE MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS, SERVICES, SYSTEM, OR PROGRAMS.**

10. Insurance: Cornerstone shall provide and maintain insurance of the types and with limits of not less than indicated below:

Worker's Compensation and occupational disease insurance in accordance with the laws of the state in which the work will be performed. Coverage will include employer's liability insurance with a limit of \$250,000 each accident.

- Commercial General Liability insurance including premises and operations coverage, products and completed operations coverage and, if subcontractors are used, independent contractors - liability. Limits of this insurance are \$1,000,000 for each occurrence and \$1,000,000 as an annual aggregate for bodily injury and property damage liability. Such policies of insurance shall not include -explosion, collapse and underground property damage exclusions. -
- Automobile liability insurance with a limit- of \$1,000,000 for each accident for bodily injury and property damage.

If requested in writing by Buyer prior to commencement of work hereunder, Cornerstone shall furnish Buyer with a certificate of insurance that indicates that such coverage is in effect during the term of the agreement. In the event any of the policies will expire prior to the completion of the delivery of the Services hereunder Cornerstone shall furnish Buyer with a replacement certificate of insurance which indicates that all such policies have been renewed.

11. Limitation of Liability: BUYER'S exclusive remedies hereunder shall be AT CORNERSTONE'S OPTION, repair, replacement of goods, SERVICES or Programs or correction of errors as set above or money damages (as limited hereunder). Cornerstone'S total liability for any and all losses and damages arising out of any and all causes whatsoever including, without limitation, defects in the goods, SERVICES system and/or Programs (whether such cause be based in contract, patent or copyright infringement negligence, strict liability, other tort or otherwise) shall in no event exceed the purchase price of the GOODS, OR SERVICES PROVIDED in respect of which such cause arises, or at Cornerstone'S option, the repair, correction or replacement of such goods, OR SERVICES or Programs or the remedying of any infringement. **IN NO**

EVENT SHALL CORNERSTONE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF BUYER'S CUSTOMERS. Cornerstone shall not be liable for, and Buyer assumes liability for, any personal injury and property damage connected with the handling, transportation, possession, use or resale of the goods, systems and/or Programs. Neither transportation charges for the return of the Programs nor any other costs or charges incurred by Buyer will be paid by Cornerstone unless authorized in advance by Cornerstone. If Cornerstone furnishes technical or other advice to Buyer, whether or not at Buyer's request, with respect to Buyer's application or equipment, such advice shall be made in good faith with care and technical competence in accordance with generally accepted industry practices (but no other warranty or guarantee), and Buyer assumes all other risks of such advice and the results thereof.

12. Indemnity: Subject to the limitations set forth in Section 11, Cornerstone shall defend, protect and be responsible to Buyer its officers, agents, employees, and assigns for and against any and all losses, expenses, liens, claims, demands and causes of action Buyer and all third parties for death, personal injury, property damage or any other liability damages, fines or penalties (except where reimbursement of same is prohibited by applicable law) arising as a direct result of any negligent act performed by Cornerstone or its employees in the course of work under this agreement, except to the extent such loss, expense, damage, etc. is contributed to by a) the negligence in any form of Buyer, its agents, employees and independent sellers directly responsible to them, or b) defects in, or condition of the premises on which work is to be performed or equipment thereon or materials furnished by Buyer. The foregoing shall apply provided that Buyer has provided to Cornerstone adequate notice, information and assistance (at Cornerstone's expense) to enable Cornerstone to adequately defend itself. **LIABILITY SHALL NOT EXTEND TO INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN NO CASE SHALL CORNERSTONE'S LIABILITY HEREIN EXCEED THE AMOUNT SET IN THE SECTION ENTITLED "LIMITATION OF LIABILITY".** Buyer shall likewise defend protect and be fully responsible to Cornerstone for any cause of action arising out of any negligent act performed by Buyer, its officers, agents, employees, contractors or assigns.

13. Force Majeure: Cornerstone shall not be liable for delays in performance or for non-performance due to acts of God, war, riot, fire, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, pandemic, epidemic or unforeseen circumstances or causes beyond Cornerstone's reasonable control.

14. Patents: Subject to the limitation contained in the Section 11, Cornerstone shall defend any suits brought against Buyer based on a claim that use of the Services provided by Cornerstone constitutes an infringement of a valid patent of the United States, and shall pay any damages awarded therein against Buyer, provided that Buyer promptly notifies Cornerstone in writing of the filing of such suit or the threat thereof; permits Cornerstone to control completely the defense or compromise of such claim of infringement; and provides all reasonable assistance and cooperation requested by Cornerstone for the defense of such suit. In the event that Goods or Services are held to be infringing in such suit and their use is enjoined, Cornerstone shall at its sole option and expense, provide a commercially reasonable alternative, including but not limited to, procuring for Buyer the right to continue using the Goods, replacing them with non-infringing product or modifying them so they become non-infringing. Buyer agrees that Cornerstone shall not be liable for infringement, and that Buyer shall fully indemnify Cornerstone therefore, if infringement is based upon the use of Goods or Services in connection with Goods not manufactured by Cornerstone or in a manner for which the Goods or Services were not designed by Cornerstone or if the Services were designed by the Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.

15. SOFTWARE AND FIRMWARE: Notwithstanding any other provision herein to the contrary, Cornerstone or applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer may negotiate with Cornerstone separate licenses to use such copies and firmware and software at other plant sites. Buyer's use of certain firmware (as specified by Cornerstone) and all other software shall be governed exclusively by Cornerstone's and/or third party owner's applicable license terms.

16. Term, Termination and Suspension of Services: The term of the Agreement between Cornerstone and Buyer for Services shall be separately agreed by Cornerstone and Buyer. All time periods for performance of Services are to be treated only as estimates given in good faith. Cornerstone shall not be liable due to a delay in performance. Cornerstone reserves the right not to provide Services for and to exclude from the scope of the Agreement equipment and/or software which has been subjected to misuse, negligence, accidental damage or unauthorized modification, repair, maintenance or relocation. If a party hereto defaults in its obligations under the Agreement and such default continues for thirty (30) days after written notice thereof is received by the other party, the Agreement or any particular service may then be terminated for default immediately by the non-defaulting party upon written notice. In no event may Buyer cure late payment more than once in any consecutive twelve (12) month period without the consent of Cornerstone if written notice of late payment was given at least once during such period. Upon termination, Cornerstone shall be paid for Services and Goods provided in accordance with the Agreement up to the date of termination of the Agreement or termination of the Services. Buyer may terminate or suspend its order for any or all of the Goods/Services covered by the Agreement, provided that Buyer gives Cornerstone reasonable advance written notice of such termination or suspension and reimburses Cornerstone for all losses, damages, costs and expenses arising from such termination or suspension.

17. Export/Import: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which Cornerstone and Buyer are established or from which items may be supplied, will apply to its receipt and use of Goods and Services. In no event shall Buyer use, transfer, release, import, export or re-export Goods in violation of such applicable laws, regulations, orders or requirements.

18. Data Privacy: (a) Buyer acknowledges and agrees that Cornerstone is neither responsible for knowing what type of information may be created, stored, used or managed by Buyer in connection with the Services nor for knowing or investigating which laws may or may not apply to such information. If any applicable international, state or federal law requires any specific agreement about such information, it is Buyer's responsibility to notify Cornerstone and, in such event, the parties will work together in good faith to modify the Agreement as may be required. Unless otherwise expressly set forth in the applicable SOW, in no event shall Buyer provide Cornerstone any health information, physical and genetic characteristics, information about beliefs or union memberships, biometric identifiers, and other sensitive information or "special categories" of personal data (as may be described or defined under any applicable law), or identifiers (e.g. account name/password, social security number, national ID, driver's license, etc.) whether issued by Buyer, Cornerstone, a governmental authority, or a third party, and Buyer acknowledges and agrees that Cornerstone's standard practices are not intended for the processing of the foregoing types of data and information. (b) Cornerstone shall implement and maintain reasonable information security practices and appropriate administrative, physical, technical, and organizational safeguards commensurate with the nature of the Personal Information processed by Cornerstone. (c) Cornerstone shall not retain, use, or disclose Personal Information for any other purpose other than for the specific purpose of providing the Services under this Agreement and not for any other purpose (commercial or otherwise), or in any other manner, unless specifically instructed by Buyer in writing to do so, or unless required to do so by any applicable law to which Cornerstone is subject. CORNERSTONE shall not retain, use, or disclose Personal Information outside of the direct business relationship between the Parties, or Sell any Personal Information. "Sell" means to sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means to a third party for monetary or other valuable consideration. For Personal Information" mean any information or set of information provided by Buyer to Cornerstone that identifies, relates to, describes, is reasonably capable of being associated with, or linked to, an identified or identifiable individual, excluding, in all cases, any de-identified or aggregated data. CORNERSTONE certifies that it understands its obligations set forth above. For the avoidance of doubt Parties agree and acknowledge that Cornerstone is a service provider as such term is defined under the California Consumer Privacy Act, as amended from time to time.

19. Acceptance: Cornerstone's acceptance of this agreement is expressly conditioned on Buyer's assent to all of the foregoing Standard Terms and Conditions. (a) Any additional or different terms or conditions which may appear in any communication from Buyer (including any purchase order issued by Buyer) are hereby objected to and shall not be effective or binding unless specifically recognized and assented to in writing by an executive officer of Cornerstone and no such additional or different terms or conditions in any printed form of Buyer shall become part of this agreement despite Cornerstone's acceptance of the agreement unless such acceptance so specifically

recognizes and assents to their inclusion. (b) If Buyer objects to any of the terms stated herein, Buyer shall advise Cornerstone in writing of the particular objection within ten (10) days of the date of receipt or shall be held to have waived its objections.

20. General Provisions: (a) Buyer shall not assign its rights or obligations under the agreement without Cornerstone prior written consent. (b) There are no understandings, agreements or representations, express or implied, not specified in the agreement. (c) No action, regardless of form, arising out of transactions under the agreement, may be brought by either party more than two (2) years after the cause of action has occurred. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Cornerstone, **regardless of the terms of any purchase order or other document which incorporates conflicting terms.** (e) This agreement is formed and shall be construed, performed and enforced under the internal substantive laws of the State of Ohio, and any dispute with respect to this agreement shall be litigated exclusively in the state and federal courts located in Hamilton County (Cincinnati), Ohio. (f) **UNLESS OTHERWISE SPECIFICALLY PROVIDED IN CORNERSTONE'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS.** Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Cornerstone from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Cornerstone's liability is based on negligence or strict liability. (g) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (h) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement.



Item No: 11e
Meeting: 10.21.2025

Business of the Algonac City Council

Agenda Statement

**Item Title: To approve cleaning services for Algonac Activity Center:
\$44,865.26.**

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

Summary

On April 6, 2025, City Council awarded the contract for cleaning services for the Algonac Activity Center to the lowest bidder, M.C. Shine Cleaning & Restoration in the amount of \$48,161.26.

Attached is the invoice for the completed cleaning and restoration services in the amount of \$44,865.26.

This is the final invoice and \$3,296 less than the original bid amount.

Suggested Action

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve invoice for cleaning services for the Algonac Activity Center with M.C. Shine Cleaning & Restoration Service, whose address is 3841 Pine Grove, Fort Gratiot, MI 48059 in the amount of \$44,865.26.

APPROVED/Denied



M.C. Shine Cleaning & Restoration

City of Algonac
City of Algonac
1219 St Clair Blvd
Algonac, MI 48001

INVOICE	#997360
INVOICE DATE	JUL 03, 2025
PAYMENT TERMS	Net 14
DUE DATE	JUL 17, 2025
AMOUNT DUE	\$44,865.26

CONTACT US

3841 Pine Grove Ave
Fort Gratiot Township, MI 48059

☎ (810) 937-2346
✉ customerservice@mcshine.com

INVOICE

Services	qty	unit price	amount
Restoration - Restoration - Microbial Growth Remediation Services to remediate microbial growth in the new Algonac Community Center	1.0	\$41,847.74	\$41,847.74
Restoration - Restoration - Microbial Growth Remediation Services to remediate microbial growth in the new Algonac Community Center in additional areas	1.0	\$3,017.52	\$3,017.52

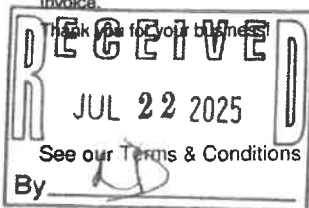
401-901.000-986.001

Services subtotal: \$44,865.26

Reg #29975

Subtotal	\$44,865.26
Total Tax	\$0.00
CC Fee (3.6%)	\$0.00
Job Total	\$44,865.26
Amount Due	\$44,865.26

Payment can be made by exact cash or check after services are completed. You may also call the office and pay by credit card over the phone however we do have a 3.6% credit card processing fee if you choose to pay this way. If the technician is unable to collect your payment on site you can mail it to our address listed on the invoice.





Business of the Algonac City Council

Agenda Statement

Item Title: To approve Water Plant Annual Air Compressor Maintenance: \$8,227.

Submitted By: Josh Stewart, Water Plant Superintendent

Summary:

The water plant has two (2) Quincy air compressors essential for plant operations and the production of filter purified water. Therefore, it is important to maintain a strict maintenance schedule bi-annually.

Brehob Corporation is the only authorized service provider for Quincy compressors in Michigan, and our current maintenance provider.

It is recommended that Brehob continues the service per attached quote.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve bi-annual Water Plant Air Compressor Annual Maintenance Service with Brehob, whose address is 1441 Combermere, Troy, MI 48083 in the total amount of \$8,227.00.

APPROVED/Denied



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

To: City Manager; Denice Gerstenberg
From: Algonac Water Plant Superintendent, Josh Stewart
Subject: Plant Air Compressor Maintenance 2025/2026
Date: 10/4/2025

The Algonac Water Filtration Plant requires (2) Air compressors to be able to produce filter purified water. These pieces of equipment are vital to operation and thus are on a strict maintenance schedule. Brehob is our current maintenance provider and also the original installer of these compressors. Additional quotes were unable to be obtained due to the skillset required and manufacture restrictions on these compressors. It is our recommendation that Brehob continues the services on these compressors based upon previous price comparison and warranty obligations.

Brehob \$8,227.00 + Shipping charges.

Thank you,
Josh Stewart
Public Services Superintendent
(810)794-3281
Waterplant@cityofalgonac.org

(1) Attachment: Brehob Quote dated 10/3/2025



1441 Combermere • Troy, MI 48083
Phone (248) 658-1600 • Fax (248) 658-1604

10/03/2025

City Of Algonac
1530 St. Clair River Dr
Algonac, MI 48001
Attn: Joshua Stewart

Josh:

Thank you for the opportunity to quote on your air compressor maintenance. Listed below is our quote to perform semiannual service on your 2 Quincy QGD-40 air compressors with built in dryers, and 6 Hankison in line filters.

The preventive maintenance will consist of the following:

- Change air elements semiannually 1st visit Oct 2025
- Change oil elements semiannually
- Sample oil annually 2nd visit April 2026
- Change separators annually
- Change food grade oil annually
- Change in line filter elements annually
- Change thermal valves
- Check and/or adjust controls semiannually
- Clean coolers semiannually
- Check drains/traps semiannually
- Complete maintenance check list semiannually

Parts	\$6,337.00
Labor	\$1,890.00
Total	\$8,227.00 Plus any shipping charges

Each maintenance visit will be billed in equal payments of \$4113.50

EQUAL PAYMENT OPTION TERMS: By choosing our "Equal Payment Option" if customer cancels this Maintenance Agreement prior to its completion, customer agrees to be responsible for any and all charges accrued prior to date of cancellation. If customer has remitted more than has been billed, a credit will be issued. This policy is necessary due to the difference in cost of full service visits verses partial service visits. The type of service(s) rendered prior to cancellation will determine the total billing responsibility.

Additional repairs other than standard maintenance will be billed separately.

Should you have any questions or concerns please do not hesitate to contact me.

Thank you,

Kevin Finnerty
Operations Manager
248-658-1600
kfinnerty@brehob.com



Item No: 11g
Meeting: 10.21.2025

Business of the Algonac City Council

Agenda Statement

Item Title: To approve Water Filtration Plant Generator Battery Replacement: \$1,911.21.

Submitted by: Joshua Stewart, Water Plant Superintendent

Summary

The generator at the Water Filtration Plant requires a standby generator to be in working condition at all times. The current batteries have been in place for 8 years and are past their recommended lifespan.

Ruemenapp's Repair regularly maintains the generator and has recommended replacement.

Suggested Action (ROLL CALL REQUIRED):

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve Water Filtration Plant generator battery replacement from Ruemenapp's Repair, whose address is 8320 Broadbridge Road, Fair Haven, MI 48023 in the amount of \$1,911.21.

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, Josh Stewart
Subject: Algonac Water Treatment Plant Generator- Battery Replacement
Date: 10/7/2025

The Algonac Water Filtration Plant requires a standby generator to be in working condition at all times so water can be produced even in the event of a power outage. To ensure this compliance, we weekly test the generator and contract for yearly PM maintenance with Ruemenapps Repair. Our last PM visit was performed on 10/2/2025 and everything tested good however, the batteries are past the recommended life span. The batteries in place are 8 years old and are recommended to be replaced prior to cold starting the generator this winter. Please see the attached quote from generator maintenance provider Ruemenapps Repair located at 8320 Broadbridge Road, Ira, MI 48023 for \$1,911.21.

Thank you,

Josh Stewart

Public Services Superintendent

(810)794-3281

Waterplant@cityofalgonac.org

(1) Attachment: Ruemenapps Repair Quote dated 10/7/2025

ESTIMATE

Ruemenapps Repair
8320 Broadbridge Rd
Ira, MI 48023-2506

ruemenappsrepair@gmail.com
+1 (586) 405-2928



Bill to

City of Algonac
1530 St. Clair River Drive
Algonac, Michigan 48001
United States

Estimate details

Estimate no.: 1020
Estimate date: 10/07/2025

#	Product or service	Description	Qty	Rate	Amount
1.	CAT Standby Gen. 3406	Diagnose and test batteries. Replacement of batteries	1	\$0.00	\$0.00
2.	Services	Batteries			\$961.21
3.	Services	Service calls & labor			\$950.00
Total					\$1,911.21

Accepted date

Accepted by



Item No: 11h
Meeting: 10.21.2025

Business of the Algonac City Council

Agenda Statement

Item Title: To approve Algonac-Clay Library Landscape Services: \$1,484.

Submitted By: Denice A. Gerstenberg, City Manager

Summary

The Algonac-Clay Library is requesting to use funds for the library to hire a landscaper to pull weeds and clean up the beds around the library sign and flagpole and plant grass to make the area look neater and more attractive.

The Algonac-Clay Library Maintenance Agreement between Algonac, Clay Township and the Library states "Any expenditure in excess of \$500 must be approved by the respective governing bodies of the city and township prior to expenditure".

Every year the city and Clay Township DDA put \$5,000 into a capital improvement fund for these kinds of expenses. Currently the account has a balance of \$67,000.

Attached is a quote from D&E Landscaping for the work to be done.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve Algonac-Clay Library landscape services by D&E Landscaping & Grading, Inc., whose address is 69620 Lowe Plank, Richmond, MI 48062 in the amount of \$1,484.00.

APPROVED/Denied

Clay Township Treasurer
Algonac Clay Treasurer

October 7, 2025

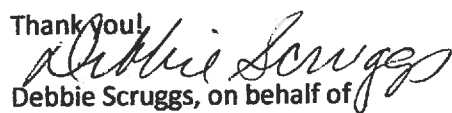
Re: Landscape Proposal for Algonac-Clay Library

On behalf of the Library and the Library Advisory Board, we are asking for approval of this proposal to be paid for with the budgetary funds for the library. The proposal has been provided to us by our existing landscape contractor, D&E.

The Friends and other volunteers are unable to continuously pull weeds out in the open bed that surrounds the official library sign and flagpole. Our conclusion was to have the area cleaned out and grass planted so that the regular weekly lawn cutting would take care of the issue and always present a neat and attractive appearance for the library/property...which is very visible on M-29 to all passersby.

We appreciate your support and approval of this request.

Thank you!

A handwritten signature in cursive script, appearing to read "Debbie Scruggs".

Debbie Scruggs, on behalf of
The Library Advisory Board

216/409-2794



Landscaping & Grading, Inc

69620 Lowe Plank

Richmond, MI 48062

Office: 586.727.4959 - Fax: 586.727.2642

Proposal

Name / Address

Algonac Library
2011 St Clair River Dr.
Algonac, MI 48001

Customer Phone

Customer Alt. Phone

810-794-4471 (Mel...

Visit us at:

www.delandscape.com

Email

accounting@delandscape.com

THE ESTIMATE IS GOOD FOR UP TO
30 DAYS AFTER THE ESTIMATE
DATE.

Date

9/8/2025

Estimate

8265

Rep

CRM

Description	Qty	U/M	Rate	Total
Weeding of 2 Landscape beds along M29			360.00	360.00
Remove all weeds and plant material. Remove existing soil, Add 2-3" of topsoil, Grass Seed, and Straw			1,124.00	1,124.00
* Remove top line item if moving forward with turning this section into Grass				

Signature constitutes acceptance of the estimate.

Total

\$1,484.00

All Labor, Materials and Deliveries are included in the price. All Landscape work has a 6 month Guarantee. Tree and Plant warranty is voided if they are neglected by water. One replacement per item. Contact our office for further warranty options. Pavers have a 2.5 year warranty on workmanship. I Agree to Pay D & E Landscaping & Grading Inc. Fully on completion of the work outlined. Please sign, date and return - we will call to schedule.

X

X



Item No: 11i
Meeting: 10.21.2025

Business of the Algonac City Council

Agenda Statement

Item Title: **To approve Southwater Municipal Utility Authority (SMUA) Board Appointment.**

Submitted By: Lisa Borgacz, City Clerk

Summary

The Southwater Municipal Utility Authority Articles of Incorporation approved by City Council on October 3, 2023, require Algonac, and Clay and Ira Townships to form a Board to oversee the administration of the Authority.

Each community appoints one trustee and one alternate.

The Algonac Water Plant Superintendent was appointed by City Council on July 2, 2024 to serve a 3-year term thru June 30, 2027.

A new board member is needed due to the recent resignation of the Water Plant Superintendent. Charles Bayly has applied for this position and has extensive utility experience.

Alysia Bugg, the City Treasurer, is currently the alternate.

Suggested Action: NO ROLL CALL REQUIRED

MOVED BY:

SUPPORTED BY:

RESOLVED, to appoint Charles Bayly, as the Algonac board member to the Southwater Municipal Utility Authority Board for a partial-year term starting October 21, 2025 and ending June 30, 2027.

APPROVED/Denied



Business of the Algonac City Council

Agenda Statement

Item Title: To approve full-service Supplementation Subscription for city codes with CivicPlus (*formerly Municode*): \$2,320.50.

Submitted By: Lisa Borgacz, City Clerk

Summary

The city of Algonac, along with many municipalities, uses a code service to print and maintain the city's code of ordinances online, which is available on the city's website. The city has contracted with Municode Corporation for many years, and in 2017 had the city code of ordinances recodified. Municode prepares, publishes and hosts the online codebank.

Municode Corporation was purchased by CivicPlus.

The effective date of the subscription is November 1, 2025.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve the full-service Supplementation Subscription for city codes with CivicPlus, LLC, whose address is PO Box 737311, Dallas, TX 75373-7311 in the amount of \$2,320.50.

APPROVED/Denied



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#348686

11/1/2025

Bill To

Alysia Bugg
City of Algonac, MI
805 Saint Clair River Drive
Algonac MI 48001

TOTAL DUE

\$2,320.50

Due Date: 12/1/2025

Terms
Net 30

Customer
City of Algonac, MI

Approving Authority

Qty	Item	Start Date	End Date
1	Full-Service Supplementation Subscription	11/1/2025	10/31/2026
1	Print Supplementation will begin with the ordinances received from the municipality on an annual basis.	11/1/2025	10/31/2026
1	Printed Copies and Printed Copies and Freight Included - up to [1] copy Freight Included, no printed ccs, PDF only	11/1/2025	10/31/2026
1	Supplement PDF	11/1/2025	10/31/2026
1	Online Code Hosting Subscription	11/1/2025	10/31/2026
1	OrdBank Subscription	11/1/2025	10/31/2026

Total \$2,320.50

Due **\$2,320.50**

To pay your invoice with a credit card [Click Here](#).

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



Business of the Algonac City Council

Agenda Statement

Item Title: To approve Annual Workers' Compensation Audit: \$1,785.

Submitted by: Alysia Bugg, Treasurer

Summary

All municipalities are required to maintain workers' compensation insurance to cover employees in the event of a work-related injury or illness. Because the cost of this insurance is tied to the City's actual payroll and type of work performed, the insurance carrier conducts an annual audit after the policy year ends.

This audit ensures that the City's premium accurately reflects the true level of exposure during the year.

The audit compares the payroll amounts that were originally estimated at the start of the policy year to the actual payroll paid. If actual payroll is higher than estimated, the City will owe an additional premium. If it is lower, a refund or credit may be issued.

I am requesting that City Council approve the Workers' Compensation Audit FY 24-25 in the amount of \$1,785.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve Annual Workers' Compensation audit by Accident Fund Insurance Company of America whose address is PO Box 734928, Chicago, IL 60673-4928 in the amount of \$1,785.00.

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: City Treasurer, Alysia Bugg
Subject: Approve the City's Annual Workers' Compensation Audit.
Date: 10/14/2025

All municipalities are required to maintain workers' compensation insurance to cover employees in the event of a work-related injury or illness. Because the cost of this insurance is tied to the City's actual payroll and type of work performed, the insurance carrier conducts an annual audit after the policy year ends.

This audit ensures that the City's premium accurately reflects the true level of exposure during the year. Specifically, the audit reviews:

- **Payroll totals** for each department or employee group.
- **Job classifications** to confirm employees are listed under the correct risk categories (for example, police, DPW, administrative, water plant, etc.).
- **The City's experience modification factor**, which is based on prior claim history and safety performance. A lower modifier reflects fewer or lower-cost claims and results in a discount.

The audit compares the payroll amounts that were originally estimated at the start of the policy year to the actual payroll paid. If actual payroll is higher than estimated, the City will owe an additional premium. If it is lower, a refund or credit may be issued.

I am requesting that City Council approve the Workers' Compensation Audit FY 24-25 in the amount of \$1,785.

Thank you,

Alysia Bugg
City Treasurer
810-794-9361 x9
citytreasurer@cityofalgonac.org



AccidentFund UnitedHeartland CompWest ThirdCoast Underwriters

Invoice

September 28, 2025

Invoice Number 1002286030
Invoice Stream Premium
Account Number A010061684

Account

CITY OF ALGONAC
805 ST CLAIR RIVER DR
ALGONAC, MI 48001

Agency Information

Arthur J. Gallagher Risk
Management Services LLC - St.
Clair Shores - BU7563
22930 Nine Mile Rd.
Saint Clair Shores, MI 48080

Current Invoice Balance
Due Date

\$1,785.00
10/23/2025

586-774-5300

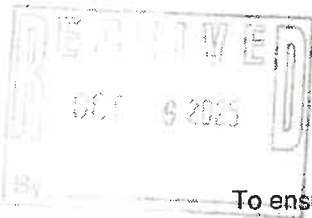
Payment Options

By Phone
866-206-5851

Electronic Payment
Accidentfund.com/
billing

Questions?

Accidentfund.com
866-206-5851
8:00 am – 8:00 pm EST, M-F



To ensure appropriate application of your payment, please detach the payment coupon below and mail with your check to the address listed. Allow five days for delivery.

Invoice Number 1002286030
Account Number A010061684
Current Invoice Due Date 10/23/2025
Payment Amount Due \$1,785.00
Amount Enclosed _____

Mail Payment To:
Accident Fund Insurance Company of America
P.O. Box 734928
Chicago, IL 60673-4928

734928 1002286030 A010061684 10232025 0000178500 8



Previous Invoice(s)

Invoice #	Due Date	Amount	Paid/Credited	Amount Due
1000966091	10/15/2023	\$0.00	\$0.00	\$0.00
1002118999	07/05/2025	\$14,668.00	\$14,668.00	\$0.00
Outstanding Balance				\$0.00

Current Invoice Detail - Invoice 1002286030

Policy #	Transaction Detail	Amount	Paid/Credited	Amount Due
AF WCP 100040543 03	Policy term: 07/01/2024 - 07/01/2025			
AF WCP 100040543 03	Premium - Audit	\$1,785.00	\$0.00	\$1,785.00
AF WCP 100040543 03	Policy sub-total			\$1,785.00
Current Invoice Total				\$1,785.00

Important information:

- To review your billing and payment history, please log in to your account at accidentfund.com/billing
- Unless otherwise directed in writing by you, payments and credits will be applied according to our system rules
- Refunds, if any, after payment of outstanding and remaining invoices, and any amounts sent to External Collections will be returned to the Accountholder listed on the account
- A custom payment amount will be applied in accordance with the rules above
- Please reference your invoice number when making an electronic payment

Schedule of fees where allowed by state laws:

- Invoice Fee - \$5.00
- Bank Returns - up to \$20.00
- Reinstatement Fee - \$20.00

Your invoiced policies are underwritten by:

AF WCP 100040543 03 - Accident Fund National Insurance Company



 AccidentFund  UnitedHeartland  CompWest  ThirdCoast Underwriters

09/28/2025

CITY OF ALGONAC
805 ST CLAIR RIVER DR
ALGONAC, MI 48001

Important documents enclosed for your review.

CITY OF ALGONAC,

We are committed to providing the best service possible. If you have any questions, our qualified service representatives are waiting to assist you at 866-206-5851 or at polycysupport@afgroup.com.

Thank you for your continued business.

AF Group Service Center

CC:
CITY OF ALGONAC - Mail



Item No: 12
Meeting: 10.21.2025

Business of the Algonac City Council

Agenda Statement

Item Title: To approve accounts payable and payroll in the amount of \$858,159.47.

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 \$858,159.47.

APPROVED/Denied

