

**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, February 3, 2026
5:30 p.m.**

**805 St. Clair River Drive
Algonac, MI 48001**

- 1) Call to Order
- 2) Roll Call
- 3) Moment of Silent Prayer
- 4) Pledge of Allegiance
- 5) Approve Agenda
- 6) Request to enter Closed Session as permitted by State Statute 15.268, section 8(d) to consider purchase or lease of real property.
- 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 – January 20, 2026
 - d. Miscellaneous Business
 - 1) Approve DPW Backhoe repair: \$2,262.48.
- 10) Unfinished Business
- 11) New Business

- a. To adopt Resolution #2026-02 Approving Act 233 Contract and Authorizing Notice for the Southwater Municipal Utility Authority Improvement Bonds.
- b. To adopt Resolution #2026-03 Authorizing a loan from the General Fund to the Sewer Fund in the amount of \$463,500 to pay engineering design costs for Southwater Municipal Utility Authority Improvement Infrastructure Project.
- c. To consider Purchase Agreement for Real Estate between the City of Algonac and Southwater Municipal Utility Authority.
- d. To approve Water Plant 2026-2027 Commercial Cross Connection Inspections with HydroCorp: \$10,655.05.
- e. To approve Permit for Fireworks Other than Consumer or Low Impact.
- f. To approve the Budget Schedule for Fiscal Year 2026-2027.

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: Request to enter Closed Session as permitted by State Statute 15.268 Section 8(d) to consider the purchase or lease of real property.

Submitted by: Artie Bryson, City Manager

Summary

There are several permissible purposes for local governments to meet in closed session, in accordance with the Michigan Open Meetings Act, PA 267 of 1976, including State Statute 15.268, Section 8 (d) to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

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

Suggested Action to Enter Closed Session:

MOVED BY:

SUPPORTED BY:

RESOLVED, to enter Closed Session as permitted by State Statute 15.268, Section 8(d) to consider the purchase or lease of real property.

APPROVED/Denied

Suggested Action to Adjourn Closed Session:

MOVED BY:

SUPPORTED BY:

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

APPROVED/Denied

CITY MANAGER'S REPORT – January 29, 2026

1. Continuing to work through all **SWMUA-related issues**.
2. The **Water Treatment Plant** completed its required audits:
 - *The **3-year laboratory audit** was completed with **no findings** and only minor recommendations, which have already been implemented.
 - *The **5-year full plant audit** has also been completed. As of this report, results have not yet been received. I will update Council as soon as they are available.
3. A **pre-construction meeting** was held for the Smith Street Pump Station improvements. Approximately **five contractors** attended.
4. Working to schedule the **organizational meeting** for the newly formed **Ordinance Review Committee**.
5. Met with the **Gar Wood Development Group** to review project status. We expect to have more clarity on their funding prospects within the next **2–3 weeks**.
6. Preparing **bid documents** for the Lions Field Walking Path project. These documents must receive **DNR approval** prior to release.
7. **Code Compliance Officer recruitment:**
 - Received **12 applications**
 - Interviews are underway
8. All bands have been **booked for Music in the Park**. A full schedule will be published once sponsorships are finalized.
9. Preparing to pursue **grant funding** for:
 - Sewer system upgrades
 - Continued development and enhancement of the Activity Center
10. **Activity Center Update:**
 - Events are being scheduled daily
 - Partnering with the **American Red Cross** to host blood drives and CPR classes
 - The Activity Center is now an **official County-designated emergency shelter**
 - The County has provided cots and emergency supplies

- County assistance will include funding for:
 - Installation of a generator transfer switch
 - Kitchen improvements
 - Locker room and shower upgrades
 - Additional security cameras
- The facility may also serve as a **secondary South County emergency command center**
- **Justin Westmiller**, County Emergency Manager, will provide an update at the next Council meeting

Grand Opening Celebration:

- **Thursday, February 19**
- Ribbon Cutting: **5:30 PM**
- Community Celebration: **6:00 PM**
- Free to the public (bring your own chairs and coolers)
- Entertainment by **The Meldrum Brothers**
- Sponsored by **Corcat Mini Storage**

11. The **Snowman/Snowwoman Competition** is going well. Thank you to **Danny Walker (Colony Insulation)** and **Dwayne Hrynyk** for organizing the event. All proceeds benefit the Activity Center. This continues to show how strong community participation is in Algonac.

12. **Community Pool Grand Opening:**

- **Saturday, June 13**
- Entertainment by a **Rasta Steel Band**

13. **New Event – “Summertime in the Nac”**

- **July 25 | 12:00 PM – 7:00 PM**
- Vendors, local makers and artisans, music, food, and entertainment

14. **Spring Cleanup Day:**

- **May 16**
- Event flyers for all upcoming activities will be distributed soon.

15. We are currently seeking volunteers to fill vacancies on the **Algonac Planning Commission** and the **Zoning Board of Appeals (ZBA)**.

Artie Bryson, City Manager



Business of the Algonac City Council

Agenda Statement

Item Title: To approve the consent agenda

Submitted by: Artie Bryson, City Manager

Summary

The consent agenda contains the following items:

- a) City Council Meeting Minutes
 - 1. Regular Meeting – January 20, 2026

- d) Miscellaneous Business
 - 1. Approve DPW Backhoe repair: \$2,262.48.

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, January 20, 2026
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 Artie Bryson, Fire Chief Joe Doan, 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

St. Clair County Sheriff Mat King presented the 2025 year-end Activity Report for the city.

Public Comment

Julianna Wostyn, 829 Townsend, commented on the accomplishments of Donald E Dodge, who was a former Mayor, school board president, and Clay Twp. Treasurer, among many other prestigious positions. She feels Mr. Dodge was a prominent resident whose memory is worth preserving and remembering, as part of our history. She encouraged City Council not to remove this clock.

City Manager's Report

City Manager Bryson gave a detailed report to City Council.

Consent Agenda

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

- a. City Council Meeting Minutes
 - 1) Regular Meeting – January 6, 2026
- b. Departmental Reports
 - ~~1) Blight Enforcement~~
 - 2) Building
 - 3) DPW
 - 4) Finance
 - 5) Fire Department
 - 6) Water Department
- c. Communications & Notices
 - 1) Boards & Commissions Roster
- d. Miscellaneous Business
 - 1) Water Plant Annual Cathodic Protection Service Agreement.
Approve the annual service agreement for water storage tank/clarifier cathodic protection systems with Corpro, whose address is 1055 West Smith Road, Medina, OH 44256 in the amount of \$3,375.00 and direct the City Manager to sign the agreement on behalf of the city.

Motion carried.

Unfinished Business

None

New Business

To adopt 2026 Poverty Exemption Policy and Guidelines Resolution #2026-01.

Motion by Skarbek, supported by Carter to adopt 2026 Poverty Exemption Policy and Guidelines Resolution #2026-01 and direct the Mayor to sign the resolution on behalf of the city.

Roll Call

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

Motion carried.

To approve dump truck repair.

Motion by Skarbek, supported by Harris to approve invoice for the Ford F-550 dump truck repair to LaFontaine Ford of St. Clair, whose address is 1200 S. Carney Dr., St. Clair, MI 48079 in the amount of \$23,853.06.

Roll Call

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

Nays: None

Motion carried.

To approve lift station pump repair.

Motion by Meldrum, supported by Carter to approve invoice from Electric Motor Services, whose address is 3340 Lapeer Rd., Port Huron, MI 48060 in the amount of \$2,988.14 for lift station pump repair.

Roll Call

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

Nays: None

Motion carried.

To approve Mechanical Restoration of clock in Riverfront Park.

Motion by Harris, supported by Meldrum to approve Quote #2 Mechanical Restoration/Mechanical and Cosmetic Restoration of existing post clock in Riverfront Park by the Verdin Company, whose address is 1118 Pendleton St., Suite 500, Cincinnati, OH 45202 in the amount of \$11,750.00 and direct the city manager to sign the agreement on behalf of the city.

Roll Call

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

Nays: None

Motion carried.

To approve Fire Department Emergency Networking Reporting Services.

Motion by Harris, supported by Skarbek to approve Fire Department Emergency Networking Reporting Services with Tyler Technologies, whose address is PO Box 20559, Columbus, OH 43220, for a 1-year period including a one-time implementation fee, for a total amount of \$4,370 and direct the city manager to sign the agreement on behalf of the city.

Roll Call

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

Nays: None

Motion carried.

To consider Algonac Business Liaison appointment.

Motion by Davey, supported by Meldrum to approve appointment of Artie Bryson, City Manager, as the city's designated Business Liaison.

Roll Call

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

Nays: None

Motion carried.

Accounts Payable

Motion by Carter, supported by Skarbek to approve accounts payable and payroll in the amount of \$392,405.82.

Roll Call

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

Nays: None

Motion carried.

Items for Next Agenda

- 2026-27 Budget Schedule
- Fireworks Display Permit
- SMUA Act 33 Contract & Resolution

Council Comment

Bembas

Announced the community dinner at the First Evangelical Lutheran Church tomorrow night. They are asking people to bring a can of food or box of cereal to help replenish the food bank. If not coming to the dinner, these items can always be dropped off at the church or food bank.

Carter

Thanked Sheriff King for his report. It was amazing to see all of the kids at last week's open gym night at the Activity Center. They had a great time.

Davey

Commended our First Responders and Sheriff Deputies for the great job they do. The ARC of St. Clair County's Show the Love event is scheduled for February 26 at Alexanders in Marysville.

Harris

Expressed her appreciation for the police and fire services in our small town.

Skarbek

Stated the Snowman Competition starts February 1st and runs through February 28th.

There are 28 snowmen so far. Trophies will be awarded to the winners at the first Council meeting in March. Votes can be cast at algonacsnowman@gmail.com.

Meldrum

Gave kudos to the DPW for being out in the early morning hours clearing the roads. She thanked the Algonac Church of Christ Youth Group for doing some needed painting in the Activity Center.

Gillis

Agrees that the city’s DPW has done a great job keeping the local roads clean. The funds raised for the Snowman Contest will go towards the Activity Center. He thanked Colony Insulation for donating the snowmen for the contest. Last week’s open gym night at the Activity Center was a great night, and his son had a great time. He is raising money for Bear Lake Camp by participating in the Polar Plunge, on behalf of the Pearl Beach Lions, on February 9th in Lapeer.

Adjournment

Motion by Meldrum, supported by Bembas to adjourn the meeting at 7:14 p.m. Motion carried.

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



Business of the Algonac City Council

Agenda Statement

Item Title: To approve DPW Backhoe repair: \$2,262.48.

Submitted By: Joe Vernier, DPW Foreman

Summary

Attached is an invoice from Michigan CAT for repairs made to the M-Cat Backhoe.

The backhoe is used for filling the salt trucks with salt and moving snow this time of year; therefore it was imperative to make the repairs as soon as possible.

The cost will be charged to line item 101-441-000-000-932-000 equipment repair.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve invoice for the M-Cat Backhoe repairs to Michigan CAT, whose address is Dept. #77576, PO Box 77000, Detroit, MI 48277-0576 in the amount of \$2,262.48.

APPROVED/Denied

Memo

To: Artie Bryson, City Manager

From: Joe Vernier DPW Foreman

Date: 1-29-2026

Re: M-Cat repair

Artie,

I have attached an invoice from Michigan Cat for repairs to our Cat Backhoe. One of the cylinders for one of the out riggers was leaking hydraulic fluid out of the end of it. With it leaking we were not able to use the machine because it would let the out-rigger drift down to the ground as you were trying to operate the machine. We removed it and took it to Michigan Cat for the necessary repairs to be made to it. The repairs were very important and needed to be fixed as soon as possible because the backhoe is needed for filling the salt trucks with salt and also moving snow this time of the year. I would ask that council approve the invoice for the repairs that were done by Michigan Cat.

Respectfully,

Joe Vernier, Algonac DPW Foreman



Service Dept.
12550 23 Mile Rd.
Shelby Twp., Michigan 48315

REMIT TO: **Michigan CAT**
 Dept.# 77576
 P.O. BOX 77000
 Detroit, Michigan 48277-0576

To view and pay invoices online, go to:
<https://secure.billtrust.com/Macallister/ig/signin>

Account Number: 3493
CUSTOMER INVOICE

Service Dept.
12550 23 Mile Rd.
Shelby Twp., Michigan 48315
Phone: 586 997 5300 Fax 586 997 5307

CITY OF ALGONAC
805 ST CLAIR RIVER DR
ALGONAC MI 48001

SHIP TO
 CITY OF ALGONAC
 805 ST CLAIR RIVER DR
 ALGONAC MI 48001

INVOICE NUMBER	INVOICE DATE	ORDER NUMBER	DOCUMENT DATE	CUSTOMER PO NUMBER		PAGE
SD18251930	01/27/2026	MAC-WO-18239239	01/20/2026	JOE		1 OF 2
MAKE	MODEL	EQUIPMENT NUMBER	SERIAL NUMBER	METER READING	SHIP VIA	TAX
CATERPILLAR	420DIT CR+		BLN13508	1111		MI
QUANTITY	ITEM	DESCRIPTION		UNIT PRICE	EXTENSION	

SEG. 1 / RESEAL / STABILIZER CYLINDER

COMPLAINT: RE-SEAL CYLINDER
 CAUSE: CYLINDER LEAKING

CORRECTION: PUT CYLINDER ON BENCH, DRAINED CYLINDER, REMOVED HEAD FROM CAN, REMOVED CAN FROM ROD, INSPECTED CAN - GOOD CONDITION, REMOVED PISTON SET SCREW, REMOVED PISTON AND HEAD FROM ROD, CLEANED AND INSPECTED ROD - NEEDS REPLACING - DEEP PITTING ON SEALING SURFACE OF THE ROD, REMOVED SEALS FROM HEAD AND PISTON, CLEANED HEAD AND PISTON, RE-SEALED HEAD AND PISTON, REPLACED WEAR BEARING IN HEAD, PUT NEW ROD ON BENCH, CLEANED AND INSPECTED ROD, INSTALLED PISTON AND HEAD ONTO ROD, TORQUED PISTON, INSTALLED PISTON SET SCREW, CLEANED CAN, SLID CAN OVER ROD, INSTALLED HEAD INTO CAN, TORQUED HEAD, REPLACED O-RINGS FOR FITTINGS ON CAN, TOOK OFF OF BENCH, PAINTED CYLINDER

Service tech(s): Alexander Matthew Grady

PARTS

1	2M9780	SEAL O RING	1.66	1.66
2	3B8489	ADAPTER STR	2.31	4.62
2	6V8398	SEAL O RING	1.40	2.80
1	2332576	ROD AS.	1,062.72	1,062.72
1	2332614	BEARING	42.67	42.67
1	2332623	KIT-SEAL	147.01	147.01

SEGMENT 1	TOTAL PARTS	1,261.48
	TOTAL LABOR (FLAT-RATE)	1,001.00
	SEGMENT TOTAL	2,262.48

SUBTOTAL BEFORE TAXES	2,262.48
Environmental charge	0.00
Michigan Non-tax Sales to Government and Non-profit Groups	0.00



Service Dept.
12550 23 Mile Rd.
Shelby Twp., Michigan 48315

REMIT TO: **Michigan CAT**
Dept.# 77576
P.O. BOX 77000
Detroit, Michigan 48277-0576

To view and pay invoices online, go to:
<https://secure.billtrust.com/Macallister/ig/signin>

Account Number: 3493
CUSTOMER INVOICE

Service Dept.
12550 23 Mile Rd.
Shelby Twp., Michigan 48315
Phone: 586 997 5300 Fax 586 997 5307

CITY OF ALGONAC
805 ST CLAIR RIVER DR
ALGONAC MI 48001

SHIP TO
CITY OF ALGONAC
805 ST CLAIR RIVER DR
ALGONAC MI 48001

INVOICE NUMBER	INVOICE DATE	ORDER NUMBER	DOCUMENT DATE	CUSTOMER PO NUMBER	PAGE
SD18251930	01/27/2026	MAC-WO-18239239	01/20/2026	JOE	2 OF 2
QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	EXTENSION	

The terms and conditions found at www.macallister.com/serviceterms ("Service Terms") are incorporated herein by this reference and apply to the provision of Services by MacAllister (as defined in the Service Terms). Please read carefully. This agreement includes an indemnification clause, a jury waiver, warranty disclaimers, and limitations of liability. By approving the Work Order orally, in writing, or otherwise, accepting or using the Equipment after the Services are performed, or making payment(s) to MacAllister for or related to the Services, Customer agrees to be bound by the Service Terms, even if this form has not been fully executed.

PAYMENT TERMS
Full payment due 30 days from invoice date A monthly Finance Charge of 1.00% (12% APR) will be added on all past due amounts.

For payment questions about this invoice please contact
James Wilson
Voice 3178032483
Email jameswilson@macallister.com

CREDIT AMOUNT	0.00
DO NOT PAY	
PAY THIS AMOUNT	2,262.48



Business of the Algonac City Council

Agenda Statement

Item Title: To Adopt Resolution #2026-02 Approving Act 233 Contract and Authorizing Notice for Southwater Municipal Utility Authority Wastewater Treatment Plant Improvement Bonds.

Submitted by: Artie Bryson, City Manager

Summary

Since January 2024, the Southwater Municipal Utility Authority (SMUA) manages the wastewater treatment plant on behalf of Algonac, Clay Township, and Ira Township.

A recently completed engineering review indicates that the wastewater treatment plant, built in 1967, needs significant upgrades to maintain operations.

The design and construction cost of the necessary upgrades is projected to be approximately \$13 million dollars. SMUA has proposed that design costs will be paid by each community making equal monthly payments totaling their share of the cost (Algonac 30%, Clay Township 35%, Ira Township 35%). Construction of the improvements will be paid by each community pursuant to the repayment terms of bonds to be issued by the Authority.

Per the City Attorney, Article X, Section 1 of the SMUA Articles of Incorporation, which are part of the founding Interlocal Agreement of October 2023, each constituent municipality must pledge its full faith and credit to secure any bonds necessary for the Authority's capital improvement projects. The City of Algonac, Clay Township and Ira Township each approved a Resolution Authorizing Participation in the Southwater Municipal Utility Authority Wastewater Treatment Plant Improvements in October and November, 2025, which was a necessary antecedent under the Interlocal Agreement of the parties in order to seek bonding for the project.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to adopt Resolution #2026-02 Approving Act 233 Contract and Authorizing Notice for Southwater Municipal Utility Authority Wastewater Treatment Plant Improvement Bonds.

APPROVED/Denied

RESOLUTION APPROVING CONTRACT
AND AUTHORIZING NOTICE

City of Algonac
County of St. Clair, State of Michigan

Minutes of a regular meeting of the City Council (the "Governing Body") of the City of Algonac, County of St. Clair, State of Michigan (the "City"), held on February 3, 2026, at 6:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members: Bembas, Carter, Davey, Gillis, Harris, Meldrum and Skarbek

ABSENT: Members: None

The following preamble and resolutions were offered by Member _____ and supported by Member _____:

WHEREAS, it is necessary to acquire and construct certain improvements to the Southwater Municipal Utility Authority wastewater treatment system, including wastewater treatment plant improvements, the installation, replacement and repair of pumps, valves, water meters, and a boiler and heat exchanger, control upgrades and wet weather storage and feed system improvements, together with all necessary appurtenances and attachments thereto, to service the City, the Township of Clay and the Township of Ira (the "Improvements"); and

WHEREAS, a Finance Contract (the "Contract") has been prepared among the City, the Township of Clay and the Township of Ira (each, a "Local Unit" and collectively, the "Local Units") and the Southwater Municipal Utility Authority (the "Authority"), whereby the Authority will issue its bonds (the "Bonds") on behalf of the Local Units to provide for the financing of each Local Unit's share of the cost of the acquisition, construction and installation of the Improvements; and

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the acquisition and construction of the Improvements and for providing the needed services.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Approval of Contract; Effectiveness. The Contract is hereby approved and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Contract for and on behalf of the City; provided, however, that the Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the *Times Herald* a newspaper of general circulation within the City, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the City of the details of the

proposed Contract and the rights of referendum thereunder.

2. Publication of Notice. The City Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. Rescission. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Rocky B. Gillis, Mayor

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Algonac, County of St. Clair, State of Michigan, at a regular meeting held on February 3, 2026, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Lisa Borgacz, City Clerk

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

TO THE TAXPAYERS AND ELECTORS OF
THE CITY OF ALGONAC,
COUNTY OF ST. CLAIR, MICHIGAN:

PLEASE TAKE NOTICE, the City of Algonac (the "City") has approved by resolution the execution of a contract (the "Contract") with the Southwater Municipal Utility Authority (the "Authority") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire and construct certain improvements to the Southwater Municipal Utility Authority wastewater treatment system, including wastewater treatment plant improvements, the installation, replacement and repair of pumps, valves, water meters, and a boiler and heat exchanger, control upgrades and wet weather storage and feed system improvements, together with all necessary appurtenances and attachments thereto, to service the City, the Township of Clay and the Township of Ira (the "Improvements"), and will issue its bonds in the principal amount not to exceed \$16,000,000 to finance the cost of the acquisition and construction of such Improvements for the City, the Township of Clay and the Township of Ira (collectively, the "Local Units"), AND THE CITY WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE ITS PERCENTAGE SHARE OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

CITY'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be issued in the principal amount of not to exceed \$16,000,000, of which the City's "Local Unit Share" (as that term is defined in the Contract and is based on the City's annual usage of the Southwater Municipal Utility Authority wastewater treatment system) is initially 30%, subject to adjustment by agreement among the Local Units. The bonds will be payable in annual installments and will bear interest on the balance of the bonds from time to time remaining unpaid at the rate or rates to be determined at the time of sale. The Contract includes the City's pledge of its limited tax full faith and credit for the prompt and timely payment of the City's obligations as expressed in the Contract. THE CITY WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL, STATUTORY AND CHARTER TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE CITY TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY ITS SHARE OF THE PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE CITY TO USE THE REVENUES FROM THE CITY'S DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

The Contract will become effective and binding upon the City without vote of the electors as permitted by law unless a petition requesting an election on the question of the City entering into the Contract, signed by not less than 10% of the registered electors of the City, is filed with the City Clerk within forty-five (45) days after publication of this notice. If such petition is filed, the Contract cannot become effective without an approving vote of a majority of electors of the City qualified to vote and voting on the question. The Contract is on file at the office of the City Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contract and the matters set out in this notice may be secured from the City Clerk's office.

Lisa Borgacz
Clerk
City of Algonac

45440689.4/164263.00001



Business of the Algonac City Council

Agenda Statement

Item Title: To Adopt Resolution #2026-03 Authorizing a loan from the General Fund to the Sewer Fund in the amount of \$463,500 to pay engineering design costs for Southwater Municipal Utility Authority Improvement Infrastructure Project.

Submitted by: Artie Bryson, City Manager

Summary

Since January 2024, the Southwater Municipal Utility Authority (SMUA) manages the wastewater treatment plant on behalf of Algonac, Clay Township, and Ira Township.

Recently, Fishbeck, SMUA's engineer, completed an engineering review which indicated that the wastewater treatment plant, built in 1967, needs significant upgrades to maintain operations at a cost of approximately \$13 million.

Fishbeck's design costs for the project are estimated to be \$1,545,000. SMUA has proposed that design costs will be paid by each community making equal monthly payments totaling their share of the cost (Algonac 30%, Clay Township 35%, Ira Township 35%). The City's pro rata share is \$463,500, which must be paid no later than June 15, 2026.

Administration has proposed taking a loan from the General Fund to the Sewer Fund in the City's full amount of \$463,500, given the short time frame, is the most efficient and affordable way to pay this charge.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to adopt Resolution #2026-03 Authorizing a loan from the General Fund to the Sewer Fund in the amount of \$463,500 to pay engineering design costs for Southwater Municipal Utility Authority Improvement Infrastructure Project.

APPROVED/Denied

**CITY OF ALGONAC
ST. CLAIR COUNTY, MICHIGAN
RESOLUTION NO. 26-03**

A RESOLUTION TO AUTHORIZE A LOAN FROM THE GENERAL FUND TO THE SEWER FUND IN THE AMOUNT OF FOUR HUNDRED SIXTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$463,500.00) TO PAY ENGINEERING DESIGN COSTS ASSOCIATED WITH A CAPITAL IMPROVEMENT INFRASTRUCTURE PROJECT OF THE SOUTHWATER MUNICIPAL UTILITY AUTHORITY.

A **RESOLUTION** of the City Council of the City of Algonac adopted at a regular meeting of said Council held at the Algonac City Council Chamber, located at 805 St. Clair River Drive, Algonac, Michigan, on the 3rd day of February, 2026 at 6:00 P.M.

WHEREAS, the City of Algonac is a member of the Southwater Municipal Utility Authority ("SMUA"); and,

WHEREAS, SMUA is developing a major capital improvement infrastructure project to secure the water and sewer lines of its constituent members; and,

WHEREAS, Fishbeck, SMUA's engineer, has estimated its design costs at One Million Five Hundred Forty-Five Thousand Dollars (\$1,545,000.00), of which the City's *pro rata* share is Four Hundred Sixty-Three Thousand Five Hundred Dollars (\$463,500.00); and

WHEREAS, Fishbeck's design costs must be paid no later than June 15, 2026; and

WHEREAS, City administration has determined the most cost-effective way to pay this charge is to loan the Sewer Fund money from the General Fund, with the Sewer Fund reimbursing the General Fund the amount of the loan by means of construction bonds issued in late 2026;

NOW, THEREFORE, it is hereby **RESOLVED** by the City Council of the City of Algonac, County of St. Clair, State of Michigan, as follows:

1. That the City Manager is authorized to create a loan from the General Fund to the Sewer Fund in the amount of Four Hundred Sixty-Three Thousand Five Hundred Dollars (\$463,500.00) on terms approved by the City Auditor for the purpose of paying the City's *pro rata* share of design costs to Fishbeck, the Southwater Municipal Utility Authority's engineer, in furtherance of a major capital improvement infrastructure project.

RESOLUTION DECLARED ADOPTED.

Rocky B. Gills, Mayor
City of Algonac

CERTIFICATION

The foregoing is a true and complete copy of a Resolution adopted by the City Council of Algonac, St. Clair County, Michigan at a regular meeting held on the 3rd day of February, 2026. Public Notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, and the Minutes of said meeting were kept and will be or have been

made available as required by said Act.

Members Present: Bembas, Carter, Davey, Gillis, Harris, Meldrum and Skarbek

Members Absent: _____

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

Members Voting Yes: _____

Members Voting No.: _____

The Resolution was declared adopted by the Mayor and has been recorded in the Resolution Book.

Lisa M. Borgacz, City Clerk
Algonac, Michigan



Business of the Algonac City Council

Agenda Statement

Item Title: **To consider Purchase Agreement for Real Estate between the City of Algonac and Southwater Municipal Utility Authority.**

Submitted by: Artie Bryson, City Manager

Summary

Since January 2024, the Southwater Municipal Utility Authority (SMUA) manages the wastewater treatment plant on behalf of Algonac, Clay Township, and Ira Township.

The wastewater treatment plant is located at 451 State Street, Algonac, Michigan.

The Southwater Municipal Utility Authority wishes to purchase real property in the City of Algonac, County of St. Clair, State of Michigan, commonly known as 453 State Street, Algonac, Michigan, parcel #01-119-0116-000 in the amount of \$200,000.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve the Purchase Agreement for Real Estate between the City of Algonac and Southwater Municipal Utility Authority for real estate commonly known as 453 State Street, Algonac, Michigan, parcel #01-119-0116-000 in the amount of \$200,000, and direct the city manager to sign the agreement on behalf of the city.

APPROVED/Denied

PURCHASE AGREEMENT FOR REAL ESTATE

453 State St., Algonac, MI 48001

Approximately 0.392 acres of real property

This Purchase Agreement for Real Estate (“**Agreement**”) is entered into by and between the **City of Algonac**, a Michigan Municipal Corporation whose address is 805 St. Clair River Dr., Algonac, MI 48001, as Seller (“**Seller**” or the “**City**”), and **Southwater Municipal Utility Authority**, a Michigan municipal utility authority whose address is 451 State Street, Algonac, MI 48001, as Purchaser (“**Purchaser**”) for the purchase and sale of the real property as defined herein. This Agreement is made subject to the terms and conditions set forth below. Seller and Purchaser are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

Fundamental Purchase Provisions

Unless otherwise defined herein, terms used in this Agreement shall have the meanings listed in the following Fundamental Purchase Provisions.

- Property:** Approximately 0.392 acres to be split off from that certain parcel of real property commonly known as 453 State St., Algonac, MI 48001 Parcel ID No.: 01-119-0116-000, as more particularly described in **Exhibit A**, and depicted on **Exhibit B**, to be updated per Survey, Land Split and Title Commitment.
- Purchase Price:** Two Hundred Thousand and 00/100 Dollars (\$200,000.00) per Paragraph 2.
- Earnest Money Deposit:** Five Thousand and 00/100 Dollars (\$5,000.00) to be held in escrow by the Title Company as Escrow Agent.
- Effective Date:** Full execution following City of Algonac City Commission Approval. See Paragraphs 20(b) and 31.
- Title Company:** Chirco Title Agency, Inc. 26800 Harper Ave., St. Clair Shores, MI 48081
- Due Diligence Period:** Forty-five (45) days. See Paragraph 13.
- Closing:** Within fifteen (15) Days after the expiration of the Due Diligence Period and all conditions precedent.
- Conditions Precedent:** As set forth in Paragraphs 19 and 20.

NOW, THEREFORE, in consideration of the covenants, agreements, and conditions as hereunder stated, the adequacy of which is acknowledged, it is hereby agreed as follows:

1. **Property to be Conveyed.** Purchaser shall purchase, receive and accept from Seller, and Seller shall sell, convey, transfer, and assign to Purchaser, the real property consisting of approximately 0.392 acres of land, spanning a width of approximately 212 ft. along the western boundary line, with a depth therefrom of approximately 80 ft., and commonly known as a portion of 453 State St., Algonac, MI 48001, Parcel No.: 01-119-0116-000, the legal description of the entire parcel as it exists today is at **Exhibit A**, which shall be updated upon the property being split and surveyed

as depicted on **Exhibit B**, and the new legal description following the split shall be the same legal description contained in the Commitment at Closing, as each are defined herein. The Property being conveyed shall also include all appurtenant rights owned by the Seller and associated therewith and shall be defined to include the land, buildings, parking areas, split rights, easements and other portions of land and appurtenant rights (collectively, the **"Property"**).

2. **Consideration.** Purchaser shall pay Seller for the Property a total purchase price of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), as adjusted for the prorations of taxes, transfer taxes, title insurance and other adjustments described in this Agreement (the **"Purchase Price"**). The Purchase Price shall be paid by the Purchaser to the Seller at Closing via immediately available U.S. currency.
3. **Earnest Money Deposit.** Within ten (10) days of the Effective Date of this Agreement, Purchaser shall deliver to the Chirco Title Agency, located at 26800 Harper Ave., St. Clair Shores, MI 48081 (**"Title Company"**), serving as escrow agent (**"Escrow Agent"**), an earnest money deposit in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (the **"Deposit"**). Title Company shall hold the Deposit as earnest money for the transaction described in this Agreement to evidence Purchaser's good-faith intention to consummate this Agreement. The Deposit shall be applied to the Purchase Price at Closing or returned to Purchaser or forfeited to Seller, as provided herein.
 - a. Upon Escrow Agent's receipt of notice from Purchaser electing to terminate this Agreement on or before the expiration of the Due Diligence Period, or pursuant to Paragraph 22 if it still holds the Deposit, Escrow Agent shall immediately return the Deposit to Purchaser. If Escrow Agent has not received a termination notice on or before the expiration of the Due Diligence Period, then upon the expiration of the Due Diligence Period Escrow Agent shall deliver the Deposit to Seller. Notwithstanding the foregoing, on receipt of a joint written notice signed by both Seller and Purchaser, Escrow Agent shall immediately deliver the Deposit as instructed in such notice.
 - b. Seller and Purchaser agree that Escrow Agent assumes no liability under this Agreement except that of the holder of the Deposit. In the event of any dispute whether Escrow Agent is obligated to deliver the Deposit or whether any given disbursement is to be made to Seller or Purchaser, Escrow Agent shall not be obligated to make any disbursements but may hold the Deposit until receipt by Escrow Agent of authorization in writing, signed by both Seller and Purchaser, directing the disposition of the Deposit. In the absence of any such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of Seller and Purchaser in an appropriate proceeding.
4. **Title Conveyed.** Title to the Property shall be conveyed by Seller to Purchaser at the Closing free and clear of any liens and security interests, via usual Warranty Deed, conveying marketable title without the standard exceptions, except for those permitted exceptions as Purchaser may allow under Paragraph 10 herein (the **"Warranty Deed"**).

Seller agrees to provide whatever easements necessary for Purchaser's construction and use of the Property as a Wet Retention Project (the **"Project"**), including without limitation access to and through Seller's adjacent property, utility easements, ingress and egress, storm and sanitary sewer easements, and temporary construction easements.

5. **Personal Property.** Seller shall remove all of its personal property and equipment (collectively **"Personal Property"**) before turning over possession of the Property to Purchaser, and Seller

shall bear all costs of such removal. The Parties will execute a Bill of Sale in the amount of \$1.00 for all personal property left inside the buildings and/or otherwise left on the Property (“**Bill of Sale**”), to be included as part of the purchase of the Property. Any and all Personal Property remaining on the Property upon turning over possession of the Property to the Purchaser shall become the sole property of the Purchaser pursuant to the bill of sale, free and clear without any subsequent claim of title from Seller.

6. **Closing.** The Closing of the purchase and sale of the Property shall take place at Chirco Title Agency at the Title Company’s location at Chirco Title Agency, Inc. 26800 Harper Ave., St. Clair Shores, MI 48081, or another location agreed upon by the Parties in writing, within fifteen (15) days after the expiration of the Due Diligence Period, or prior to such expiration at Purchaser’s written notice to Seller of Purchaser’s request, in tis sole discretion, to proceed to Closing (but no sooner than five (5) days after Seller’s receipt of such written notice), if all contingencies and conditions precedent under this Agreement are satisfied (or waived in writing by Purchaser).

At the Closing, Seller shall deliver to Purchaser the following documents, dated as of the Closing Date, the delivery of which shall be a condition to Purchaser’s obligation to consummate the purchase and sale herein contemplated (collectively, “**Closing Documents**”):

- (a) Warranty Deed in recordable form duly executed by Seller and conveying to Purchaser good, marketable and insurable fee simple title to the Property subject only to exceptions approved and permitted by Purchaser;
- (b) Assignment of all rights of Seller to any and all leases, rent roll, and service contracts requested by Purchaser, if any;
- (c) Resolution of Seller, or such other authority documents required by the Title Company, authorizing the sale of the Property and the execution and delivery of the Closing Documents to be executed on behalf of Seller, if applicable;
- (d) Marked-up Title Commitment (as defined in Paragraph 10 herein) dated as of the Closing Date, and updated to the recording of the deed, and issued by the Title Company in the amount of the Purchase Price, with the requirements to issuance and standard exceptions deleted, and otherwise in conformance with the Commitment, together with a comprehensive endorsement and such additional endorsements as Purchaser may reasonably require;
- (e) All certificates, affidavits, indemnifications, undertakings and other evidence as may be required to induce the Title Company to issue the Title Insurance Policy required by this Agreement;
- (f) Bill of Sale; and
- (g) Any and all other documentation reasonably required by the Title Company to consummate the transactions described herein.

7. **Possession; Condition.** Seller shall turn over possession of the Property to Purchaser immediately upon the occurrence of the Closing. Seller represents and warrants that no tenants are currently in possession of the Property and that Seller will remove any and all tenants and/or occupants of the Property prior to Closing and will deliver possession vacant.

8. **Survey; Property Split.** Purchaser may, at Purchaser's own expense, obtain an updated or new ALTA/ACSM survey of the Property from a licensed surveyor, which shall be certified to the Parties and the Title Company, and which shall include an accurate metes and bounds description of the Property (such updated or new survey, or the survey provided by Seller if the same is deemed sufficient by Purchaser in its sole and absolute discretion, shall be deemed the "Survey" for purposes of this Agreement).

Seller acknowledges that the Property needs to be split to create the approximate 0.392 acres from the current, approximate 1.849 acre parcel. Accordingly, immediately following the execution of this Agreement, Seller shall apply for, or cause, such split of the Property with input from Purchaser. Purchaser shall pay all costs associated with the lawful split of the Property. Seller shall immediately provide a copy of the application and any surveys and property descriptions of the Property to Purchaser. If Seller cannot, for any reason and after using all reasonable and diligent efforts, split the Property pursuant to this Agreement, then this Agreement will automatically terminate, the Deposit shall be immediately returned to Purchaser, and the Parties will have no further obligations hereunder, except as otherwise stated herein.

9. **Property Taxes, Assessments & Expenses.** Seller shall timely pay all real estate taxes, utilities, and governmental taxes and charges levied or assessed on the Property that are due and payable up to but not including the Closing Date. Purchaser shall pay all real estate taxes, utilities, and governmental taxes and charges levied or assessed that are due and payable on and after the Closing Date. All current real property taxes, utilities and any other taxes levied against the Property shall be prorated and adjusted per diem on a due-date basis computed as if paid in advance, i.e. – summer 7/1 – 6/30 and winter 12/1-11/30. All proration shall be final. The Closing Date shall be attributed to Purchaser. All bills and expenses that Seller has incurred and received for utilities, assessments, services, materials, supplies, or other expenses for the Property before the Closing Date shall be timely paid by the Seller at or before Closing.

Seller and Purchaser shall each pay their own respective attorneys' fees. Seller shall pay any and all costs related to any existing mortgage indebtedness, if any, the recording fees for any curative instruments, the county and state transfer tax, and the title premium for the Owner's Policy without standard exceptions. Purchaser shall pay for any endorsements Purchaser may require, and the recording fee for the Warranty Deed.

The parties shall equally share the cost of any Title Company documentation escrow fees. All costs or expenses of performance of obligations hereunder and of the consummation of the transaction contemplated in this Agreement that have not been specifically assumed by either party under the terms hereof shall be borne by the Party incurring such cost or expense. The provisions of this Paragraph shall survive the Closing and delivery of the Warranty Deed.

All items customarily apportioned in connection with sales of property substantially similar to the Property in the state where the Property is located shall be apportioned as of 11:59 p.m. on the date immediately preceding the Closing Date.

10. **Title Insurance.** Seller shall furnish to Purchaser, at Seller's sole expense, an owner's policy of Title Insurance in the standard American Land Title Association form issued by Chirco Title Agency, without the standard exceptions, certified to the date of the recording of the deed, in the amount of the Purchase Price (the Seller agrees to fill out an affidavit if so required to remove the standard exceptions and/or the Purchaser may choose obtain a Survey, at Purchaser's expense, as

set forth in Paragraph 8 if it desires to remove the survey exception, and if so the Parties agree to certify any survey to the Title Company). Seller agrees to share the survey of the Property before and after the split with the Purchaser, and if requested, to certify the survey to the Title Company.

Within five (5) days after the Effective Date of this Agreement, Seller shall provide to Purchaser proof that Seller has ordered a Title Commitment for title insurance to show that Seller has good and marketable title to the Property (the "**Commitment**"). Purchaser may raise any objections to the exceptions or encumbrances shown on the Commitment and Survey by giving written notice to Seller prior to the expiration of the Due Diligence Period (as defined herein). If Purchaser raises any objections, Purchaser will not be required to close this transaction, unless: (a) Seller cures the objections to Purchaser's reasonable satisfaction prior to the Closing Date; or (b) Purchaser waives the objections in writing. If Seller elects to cure the objections, Seller shall take immediate action to remove the exceptions or the encumbrances from the chain of title, the Commitment and the Policy prior to Closing. The title insurance policy shall include a tax lien search certified to the date of the Closing that shows no tax liens against the Property.

11. **Condition of the Property to be Transferred.** Seller shall transfer the Property to Purchaser in substantially the same condition as of the Effective Date of this Agreement, reasonable wear and tear excepted. Additionally, prior to Closing Seller shall remove all of its personal property and equipment from the Property. Between the Effective Date of this Agreement and the Closing Date, Seller shall not enter into any contracts or agreements relating to the use, possession, maintenance or operation of the Property which would extend beyond the Closing Date without the express prior written consent of Purchaser, and Seller shall terminate any use or lease agreements, if any, prior to Closing. Seller will not renew, amend or enter into any Leases without the prior written consent of Purchaser. Seller shall continue to insure the Property until Closing.
12. **Seller's Deliveries.** Within five (5) days after the Effective Date hereof, and as a continuing obligation during the Due Diligence Period, Seller agrees to furnish to Purchaser any and all of the following which are in Seller's possession, custody, and/or control, or otherwise are or become available to Seller: specifications, drawings, appraisals, surveys and reports, inspection reports, environmental audits or reports, wetland studies, easements, use restriction documents, title policies, governmental notices, permits, approvals, site plans, and similar studies or reports, blueprints, construction documents, association or common ownership documents, property management, service and maintenance contracts, utilities records and all financial statements for the most recently concluded fiscal year (collectively, "**Seller's Deliveries**"). If any similar or additional items are subsequently received by Seller, Seller shall forward the same to Purchaser promptly after receipt by Seller, but not later than three (3) days after Seller's receipt thereof.
13. **Due Diligence Period.**
 - (a) *Due Diligence Period.* For a period beginning on the Effective Date of this Agreement and continuing for forty-five (45) days thereafter (the "**Due Diligence Period**"), Purchaser may inspect and investigate all aspects of the Property, which inspection and investigation may include, but are in no way limited to: title documents, environmental reports, and other relevant documents of Seller pertaining to the property. Additionally, Purchaser may undertake any and all inspections, audits, analysis, applications, approvals and/or studies, and/or take any and all other investigatory steps and actions that Purchaser, in Purchaser's sole discretion, deems necessary and/or advisable for Purchaser's purchase and/or proposed use of the Property. During the Due Diligence Period, Purchaser may, at Purchaser's own expense, obtain any and all types of additional Environmental testing and/or reports that

Purchaser, in Purchaser's sole discretion, deems appropriate. This shall include, but not be limited to, a Baseline Environmental Assessment ("BEA") and any and all plans and/or other accompanying documentation satisfactory to Purchaser, in Purchaser's sole discretion. All investigations of the Property by Purchaser shall be at Purchaser's expense, unless otherwise set forth herein.

- (b) *Cooperation of Parties.* During the Due Diligence Period, Purchaser and Seller agree to cooperate with each other in good faith regarding Purchaser's request for any governmental approvals, for example, by Seller signing any applications as the "Owner" of the Property. Seller shall perform and comply with all of its obligations under this Agreement before the Closing, including providing Purchaser with all required or requested documents, reports, invoices, leases, maintenance and management contracts, etc. Seller shall provide Purchaser and/or Purchaser's agents with reasonable assistance, accommodation and access to the Property to allow Purchaser's Due Diligence investigations. Purchaser's right to inspect the Property is subject to the following limitations: (i) such access shall not violate any law; (ii) Seller shall make a representative of Seller available at such times reasonably designated by the Purchaser; (iii) neither Purchaser nor its representatives shall unreasonably interfere with Seller's use, occupancy or enjoyment of the Property; and (iv) neither Purchaser nor its agents shall materially damage the Property or any portion thereof.
- (c) *Termination by Purchaser.* If Purchaser, in its sole discretion, is not satisfied with the inspection or results of investigation of the Property or related documents, or for any reason whatsoever and/or for no reason at all, Purchaser may, in its sole discretion, terminate this Agreement by providing notice of such termination in writing to Seller prior to the expiration of the Due Diligence Period. In the event that Purchaser provides Seller such termination notice, either or both Parties may notify the Escrow Agent, and the Deposit shall be immediately refunded to Purchaser, unless otherwise set forth herein, and Purchaser shall have no further liability or responsibilities hereunder.
- (d) *Effect of Due Diligence Period on Deposit.* If Purchaser does not terminate this Agreement on or before the expiration of the Due Diligence Period, the Deposit shall become non-refundable, except if Purchaser cannot close on the sale contemplated herein due to: Seller's default or breach; a title defect; casualty to the Property; condemnation of all or part of the Property; or for any other reason that is due to the fault of Seller (or Seller's agents), in which event(s), the Deposit shall be immediately returned to the Purchaser.

14. **Warranties by Seller.** Seller covenants, represents and warrants to Purchaser, and shall certify to Purchaser at the Closing, as follows:

- (a) Seller is the beneficial and record owner of, and has good and marketable title to or will obtain same prior to the Closing Date, all of the Property. This title is free and clear of all security interests, pledges, mortgages, liens, charges, encumbrances, adverse claims, preferential arrangements, obligations to sell, options or other rights to purchase, rights of first refusal or first negotiation, or other restrictions of any kind, including any restriction on the use, transfer, receipt of income, or other exercise of any attributes of ownership, except for beneficial utility easements of record, which interest will be transferred to Purchaser at the Closing. A current and industry standard / acceptable Title Commitment issued by the Title Company, demonstrating marketable and insurable title to the Property, provided by Seller as set forth herein, shall evidence Seller's marketable title thereof.

- (b) Seller holds all possible division rights to the Property and will transfer all of these division rights to the Purchaser with the Warranty Deed.
- (c) There are no lease(s) or contract(s) in place for rent of the Property, and Seller has not accepted any lump sum payments, pre-paid rent, returned any security deposits, or otherwise sold any portion of the Property.
- (d) Seller has the full right and the requisite power, legal capacity and authority to enter into and perform this Agreement in accordance with its terms and conditions without breaching or defaulting on any obligation or commitment that Seller has to any partners, third parties, tenants, lenders or security parties.
- (e) Except as disclosed in this Agreement, no consent, approval, authorization, or other action by, or filing or registration with, any federal, state, or local governmental authority, or any other person or entity is required in connection with Seller's signing and delivery of this Agreement and all related documents, Seller's consummation of the transactions contemplated by these documents, or Seller's performance of the obligations under them. The person(s) signing this Agreement on behalf of Seller have the requisite power and authority to enter into, and bind seller to, this Agreement.
- (f) Seller is a municipal corporation duly organized and validly existing under the laws of the state of Michigan.
- (g) Except as provided in this Agreement, Seller is not a party to any agreement or otherwise bound under any obligation with any other party who has any interest in the Property or the right to purchase or lease the Property or any portion thereof.
- (h) There are no lawsuits, actions, condemnation proceedings, or other proceedings pending or, to the best of Seller's knowledge, threatened by any party, including governmental authorities or agencies, against or involving the Property or to which Seller is or may become a party in connection with the Property, or the operation of the Property. By the time of Closing: No action or proceeding to restrain, prohibit, or declare illegal the transaction contemplated by this Agreement shall be pending or threatened; no order restraining or prohibiting the transaction contemplated by this Agreement shall be issued by any public authority, governmental agency, or court; and no attachments, garnishments, levies, or liens shall be filed or in effect regarding the transaction contemplated by this Agreement, the Property.
- (i) Seller has no notice or knowledge of:
 - (i) any planned or commenced public improvements that might result in special assessments or otherwise directly and materially affect the Property;
 - (ii) any governmental agency or court order requiring repairs, alterations, or corrections of any existing conditions on the Property;
 - (iii) any request by an insurer or a mortgagee of the Property requiring repairs, alterations, or corrections of any existing conditions; and/or
 - (iv) any structural or mechanical defects in or on the Property.

- (j) During the interim between the Effective Date of this Agreement and the Closing, Seller shall continue to maintain the Property in substantially the same condition and manner as Seller has operated and maintained the Property during its ownership thereof, and will not cause damage thereto.
- (k) Seller will not cause or permit any willful act that would prejudice the Property in any way and will not assign or grant a security interest or other lien that will encumber the Property.
- (l) No improvements, repairs, or other construction have occurred on the Property within the 120 days preceding the Effective Date of this Agreement. If any capital improvements maintenance or repairs are undertaken on the Property between the Effective Date of this Agreement and the date of the Closing, Seller shall provide full unconditional waivers of lien from each contractor, subcontractor, supplier, and laborer for all construction work.
- (m) No outstanding and delinquent tax liability exists on the Property.
- (n) Seller warrants, to the best of its knowledge, that no Hazardous Materials (as defined below) are situated upon or buried on the Property and neither Seller nor any user or lessee, nor its or their respective agents or employees, have violated any Environmental Laws with respect to the Property. Seller warrants, to the best of his knowledge, that neither Seller, nor any tenant or affiliate of Seller have used, generated, treated, released, stored, or disposed of any Hazardous Materials in, on, under, or about the Property except in strict compliance with all Environmental Laws. Seller further represents and warrants, to the best of his knowledge, to Buyer that: (i) the Property and its present use complies with all Environmental Laws, all zoning, building and other land use matters and utility availability laws, ordinances, and regulations; (ii) neither Seller nor the Property is the subject of any pending or threatened investigation, inquiry or proceeding under any Environmental Laws; and (iii) there are no underground storage tanks situated in, on or under the land or Property.

For the purposes of this Agreement, "**Hazardous Materials**" shall include, but shall not be limited to, chemical waste, toxic or hazardous substances, chemicals or wastes, solid waste and any other substances or materials regulated by any Environmental Laws, and shall include substances defined as "hazardous substances" or "toxic substances" in CERCLA, RCRA (as such acronyms are defined below), the Hazardous Materials Transportation Act and those substances defined as hazardous or contaminated waste in any federal, state or local laws and the regulations adopted and publications promulgated pursuant to said laws. For purposes of this Agreement the term "Environmental Laws" shall mean and include any and all laws, statutes, ordinances, rules, regulations, orders or determinations of any federal, state or local governmental authority existing as of the date hereof pertaining to health, air or water quality, hazardous substances, hazardous waste, waste disposal, air emissions or the environment, and relating to the Property, including without limitation, the Clean Air Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, ("**CERCLA**"), the Federal Water Pollution Control Act Amendments, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976, as amended, ("**RCRA**"), the Hazardous Materials Transportation Act of 1975, as amended, the Safe Drinking Water Act, as amended, and the Toxic Substances Control Act, as amended. Likewise, the terms "hazardous substance", "release" and "threatened release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provide that, to the extent the laws of the State of Michigan establish a meaning for "hazardous

substance”, “release”, “solid waste” or “disposal” which is broader than that currently specified in CERCLA or RCRA, such broader meaning shall apply with regard to the Property.

- (o) Seller shall take all actions reasonably required by Seller in accordance with any of Purchaser’s obligations in the consummation of the transaction contemplated in this Agreement.

15. **Warranties by Purchaser.** Purchaser represents Seller as follows:

- (a) Purchaser has the right and the requisite power, legal capacity and authority to enter into and perform this Agreement in accordance with its terms and conditions without breaching or defaulting on any obligation or commitment that Purchaser has to any partners, third parties, tenants, lenders or security parties.
- (b) Purchaser is a municipal utility authority duly organized, validly existing, and in good standing under the laws of the state of Michigan.
- (c) Except as provided in this Agreement, no consent, approval, authorization, or other action by, or filing or registration with, any federal, state, or local governmental authority, or any other person or entity is required in connection with Purchaser’s signing and delivery of this Agreement and all related documents, Purchaser’s consummation of the transactions contemplated by these documents, or Purchaser’s performance of the obligations under them.
- (d) Purchaser shall take all actions reasonably required by Purchaser in accordance with any of Seller’s obligations in the consummation of the transaction contemplated in this Agreement.

16. **Survival of Warranties.** The foregoing representations, warranties, and/or covenants by Seller and Purchaser, respectively, shall be continuing and be deemed remade by the Parties as of the Closing Date with the same force and effect as if made at that time. All such representations, warranties and covenants shall survive the Closing and the execution and delivery of the Warranty Deed. The continuing truth and correctness of the foregoing Seller’s representations, warranties and covenants shall be conditions precedent to Purchaser’s obligation to close under this Agreement. The continuing truth and correctness of the foregoing Purchaser’s representations shall be conditions precedent to Seller’s obligation to close under this Agreement.

17. **Indemnification; Right to Set-Off.** Seller agrees to indemnify Purchaser for all damages, including actions, suits, judgments, costs, charges, expenses, fines, penalties, attorney fees, and the consequences of any liabilities, that are asserted against or affect the Property due to Seller’s actions or failure to act before turning over possession to Purchaser. Purchaser may set-off the amount of any such damage against any amounts Purchaser owes Seller at Closing or thereafter.

18. **Changes in the Condition of the Property.** In the event of loss or damage to the Property, or a portion thereof, due to a fire or some other casualty or act of God between the Effective Date of this Agreement and the Closing Date, Seller shall immediately provide Purchaser with written notice of the loss or damage. Purchaser shall have the right to inspect the Property upon receipt of such notice from Seller, and Purchaser may terminate this Agreement within ten (10) days after receiving such written notice from Seller. If Purchaser terminates this Agreement pursuant to this paragraph, Purchaser is entitled to an immediate refund of the Deposit. If Purchaser does not terminate this Agreement pursuant to this paragraph, Purchaser may elect to have Seller repair the damage before the Closing (which date may be reasonably extended in that case), or have Seller

assign any insurance proceeds to Purchaser at the Closing by giving written notice of such election to Seller. If Purchaser elects to take the insurance proceeds, Seller shall also pay an amount equal to Seller's deductible for the loss to Purchaser at the Closing.

19. **Conditions Precedent for Performance by Purchaser.** The obligation of Purchaser to consummate the sale of the Property contemplated by this Agreement is subject to Purchaser's satisfaction with Due Diligence inspections, and the fulfillment of the following conditions before Closing (the "**Condition Period**"). In the event that all of the following conditions are not satisfied or met within the Condition Period, Purchaser may either: waive any unsatisfied condition(s) and proceed with the Closing as if all conditions have been met; or terminate this Agreement upon written notice to the Seller and Title Company, in which case the Deposit shall be immediately returned to the Purchaser. This Agreement and Purchaser's obligation to purchase the Property are conditioned and contingent upon the following:
- (a) Each of Seller's warranties, covenants and representations shall be true as though made again on the Closing Date, and no warranty shall be breached before the Closing.
 - (b) Seller shall perform and comply with all of its obligations under this Agreement before the Closing, including providing Purchaser with all required or requested documents, reports, invoices, leases, maintenance and management contracts, etc.
 - (c) There shall be no material adverse change in the Property, and Seller must be able to grant fee simple title to the Property free and clear from all mortgages, liens, land contracts, or other encumbrances on the title to the Property through the Closing Date.
 - (d) There shall be no actions or proceedings to restrain, prohibit, limit, or declare illegal the transaction contemplated by this Agreement pending or threatened. No order restraining or prohibiting the transaction contemplated by this Agreement shall be issued by any public authority, governmental agency, or court. No attachments, garnishments, levies, or liens shall be filed or in effect regarding the transaction contemplated by this Agreement, or the Property.
 - (e) At or before Closing, Seller shall timely pay all bills and expenses incurred on the Property before Closing for utilities, assessments, services, supplies, and other Property-related expenses. Alternatively, such sums may be deducted from the sale proceeds in Purchaser's sole discretion.
 - (f) Purchaser shall be satisfied, in its sole discretion, as to its Due Diligence findings pursuant to paragraph 13 herein.
 - (g) Purchaser's obligation to Close on the purchase of the Property is expressly conditioned on:
 - (i) Michigan's Drinking Water State Revolving Fund ("DWSRF") satisfactory appraisal of the Property; and
 - (ii) the Michigan Department of Environment, Great Lakes, and Energy's ("EGLE") final, written approval of the site location.
 - (h) The Parties agree to enter into any easements necessary for Purchaser's construction and use of the Property as a wet retention area, including without limitation utility easements, ingress and egress, storm and sanitary sewer easements, and temporary construction easements.
 - (i) The Property as it exists, being approximately 1.849 acres, shall be split to create the approximate 0.392 acre parcel being purchased pursuant to this Agreement. Seller shall apply

for or cause the split and legal description for the approximate 0.392 acre parcel being created. See Exhibit B.

20. **Conditions Precedent for Performance by Seller.** The obligations of Seller to consummate the transaction contemplated by this Agreement are subject to the following conditions during the Condition Period:

- (a) Purchaser pays the Purchase Price to Seller at the Closing.
- (b) This Agreement and the purchase and sale of the Property is conditioned and contingent upon Seller obtaining approval from its City Commission for the transaction contemplated herein. The Parties agree that this Agreement shall become effective on the date of last execution following the City Commission's formal approval and adoption of a resolution approving this Agreement.

21. **Default.**

- (a) *Default by Purchaser.* In the event of Purchaser's breach or default under this Agreement, which is not cured within fifteen (15) days after Purchaser's receipt of written notice from Seller detailing such breach or default, Seller may demand and be entitled to the Deposit as full and complete liquidated damages, which shall be Seller's sole and exclusive remedy related to this Agreement. Upon Seller's election of such remedy, this Agreement shall be deemed null, void, and of no further force or effect.
- (b) *Default by Seller.* In the event of Seller's breach or default under this Agreement, which is not cured within fifteen (15) days after Seller's receipt of written notice from Purchaser detailing such breach or default, or if any of Seller's covenants, representations and/or warranties are not true and correct on the Effective Date and continuing thereafter through and including the date of Closing, then Purchaser may: (i) demand and be entitled to the immediate return of the Deposit, in which event this Agreement shall, in its entirety, be deemed null, void and of no further force and effect; (ii) seek to enforce and obtain specific performance of Seller's obligations under this Agreement, without in either case waiving Purchaser's right to seek damages as a result of Seller's default; (iii) recover any inspection costs and reasonable attorney fees and costs; and/or (iv) obtain any other remedies available at law or in equity for Seller's breach.

22. **Termination.**

- (a) *Purchaser's Right to Terminate.* Purchaser may terminate this Agreement by giving written notice to Seller: (i) at any time on or before the expiration of the Due Diligence Period; (ii) if a condition precedent in Paragraph 19 is not met; or (iii) in the event that Seller breaches this Agreement and fails to cure same within fifteen (15) days from Seller's receipt of written notice of such breach from the Purchaser. If Purchaser elects to terminate this Agreement pursuant to (ii) or (iii) in the preceding sentence, Purchaser must notify Seller, in writing, of its intention to terminate this Agreement and the reason for termination. If Purchaser terminates this Agreement pursuant to this Paragraph 22(a), then this Agreement shall be deemed null and void and of no further force and effect, and upon notice to the Escrow Agent, the Deposit shall be immediately returned to Purchaser. Purchaser may waive in writing any conditions precedent or obligations of the Seller hereunder without prejudicing Purchaser's

right to subsequently assert that other conditions precedent or obligations have not been met by Seller, or to make a claim against the Seller for a breach of this Agreement.

- (b) *Seller's Right to Terminate.* Seller may terminate this Agreement by giving written notice to the Purchaser in the event that: (i) a condition precedent in Paragraph 20 herein is not met; or (ii) Purchaser breaches this Agreement and fails to cure same within fifteen (15) days from Purchaser's receipt of written notice of such breach from the Seller. If Seller elects to terminate this Agreement pursuant to (i) or (ii) in the preceding sentence, Seller must notify Purchaser, in writing, of its intention to terminate this Agreement and the reason for termination. If Seller terminates this Agreement pursuant to this Paragraph 22(b), then this Agreement shall be deemed null and void and of no further force and effect. Seller may waive any conditions precedent or obligations of the Purchaser hereunder without prejudicing Seller's right to subsequently assert that other conditions precedent or obligations have not been met by Purchaser hereunder.
23. **Broker Commission.** Seller and Purchaser each represent and warrant to the other that no broker has been engaged by it in connection with the transaction contemplated by this Agreement. Seller and Purchaser, respectively, shall indemnify, defend, and hold harmless the other Party against any costs, claims, or expenses, including reasonable attorney fees, arising out of the breach of the foregoing representation by the indemnifying Party. Seller shall pay any commission out of the Purchase Price.
24. **Further Assurances.** Each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably necessary or required to carry out the provisions of this Agreement and to give effect to the transaction contemplated herein.
25. **Entire Agreement.** This Agreement, together with all attached and referenced exhibits and schedules, constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes and cancels any other negotiations or agreement between the parties relating to the transaction contemplated by this Agreement. None of the prior or contemporaneous negotiations, preliminary drafts, or prior versions of this Agreement shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that it has not made or relied on any representations, inducements, or conditions not specified in this Agreement.
26. **Amendments.** This Agreement may be amended only by a written document signed by each of the Parties to this Agreement.
27. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties and their permitted successors and assigns.
28. **Assignment and Delegation.** No Party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any purported assignment or delegation in violation of this Paragraph shall be void and of no effect.
29. **Governing Law; Venue.** This Agreement shall be construed in accordance with and governed by the laws of the state of Michigan. Any actions concerning this Agreement must be brought before a court of competent jurisdiction in St. Clair County, Michigan.

30. **Notices.** Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one Party to the other shall be effective only if in writing and either: (a) personally delivered to such Party at its address set forth below (or to such other place as the Party to receive such notice shall have specified by written notice in advance thereof); (b) by Federal Express or other similar next business day air courier; or (c) sent by electronic mail (i.e. email), with confirmation of transmission, at the respective email addresses listed below. Notice shall be deemed given upon personal delivery or sending an email (with confirmation of transmission), or one (1) business day following deposit with an air courier. Notices shall be deemed properly addressed if given at the following:

(a) **If to Seller:**

City of Algonac
ATTN: _____
805 St. Clair River Drive
Algonac, MI 48001
Email: _____

With a required copy to:

ATTN: _____

Email: _____

(b) **If to Purchaser:**

Southwater Municipal Utility Authority
ATTN: Jon DeBoyer
451 State Street
Algonac, MI 48001
Email : deboyerjon@gmail.com

With a required copy to (which shall not constitute notice):

Kirk, Huth, Lange & Badalamenti, PLC
ATTN: Robert S. Huth, Jr., Esq.
19500 Hall Road, Suite 100
Clinton Township, MI 48038
Email: rhuth@kirkhuthlaw.com

31. **Effective Date.** This Agreement shall be effective as of the date of last execution below following the City of Algonac City Commission's formal approval and adoption of a resolution approving this Agreement.

32. **Waiver.** A Party's failure to exercise a right or remedy herein, or its acceptance of a partial or delinquent payment, will not operate as a waiver of any of that Party's rights or remedies under this Agreement and will not constitute a waiver of the Party's right to declare an immediate or subsequent default under this Agreement.

33. **Severability.** If one or more provisions of this Agreement shall be deemed invalid, illegal, or unenforceable in any respect under any applicable law or decision, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way. Each Party shall, in any such event, execute such additional documents as the other Party may reasonably request to give valid, legal, and enforceable effect to any provision of this Agreement that is determined to be invalid, illegal, or unenforceable as written in this Agreement.
34. **Performance.** Whenever this Agreement requires that something be done within a period of days, such period shall (a) not include the day from which such period commences, (b) but include the day upon which such period expires, (c) expire at 5:00 p.m. eastern time on the date by which such thing is to be done or such event is to occur, and (d) unless otherwise provided, be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday, or legal bank holiday in the State of Michigan, such period shall extend to the first business day thereafter.
35. **Counterparts and Signatures.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, pdf, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Electronic signatures, whether digital or encrypted, including a digital signature delivered via DocuSign or Adobe, shall be deemed an original signature having the same legal effect as its manual signature and shall legally bind the Parties.
36. **Time of the Essence.** Time shall be of the essence in this Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date or dates indicated below, following the City Commission for the City of Algonac, Michigan's formal approval of this Agreement.

WITNESSES:

Name: Robert S. Huth, Jr (P42531)
Witness

PURCHASER:
Southwater Municipal Utility Authority,
A Michigan Municipal Utility Authority

By: Jon Deboyer
Its: Chairman
Dated: _____

SELLER:
The City of Algonac
a Michigan Municipal Corporation

Name: _____
Witness

By: _____
Its: _____
Dated: _____

**As approved by the Algonac City
Commission at its meeting on _____.**

EXHIBIT A

DESCRIPTION OF PROPERTY

To be updated per the property split, Survey and legal description, and Title Commitment

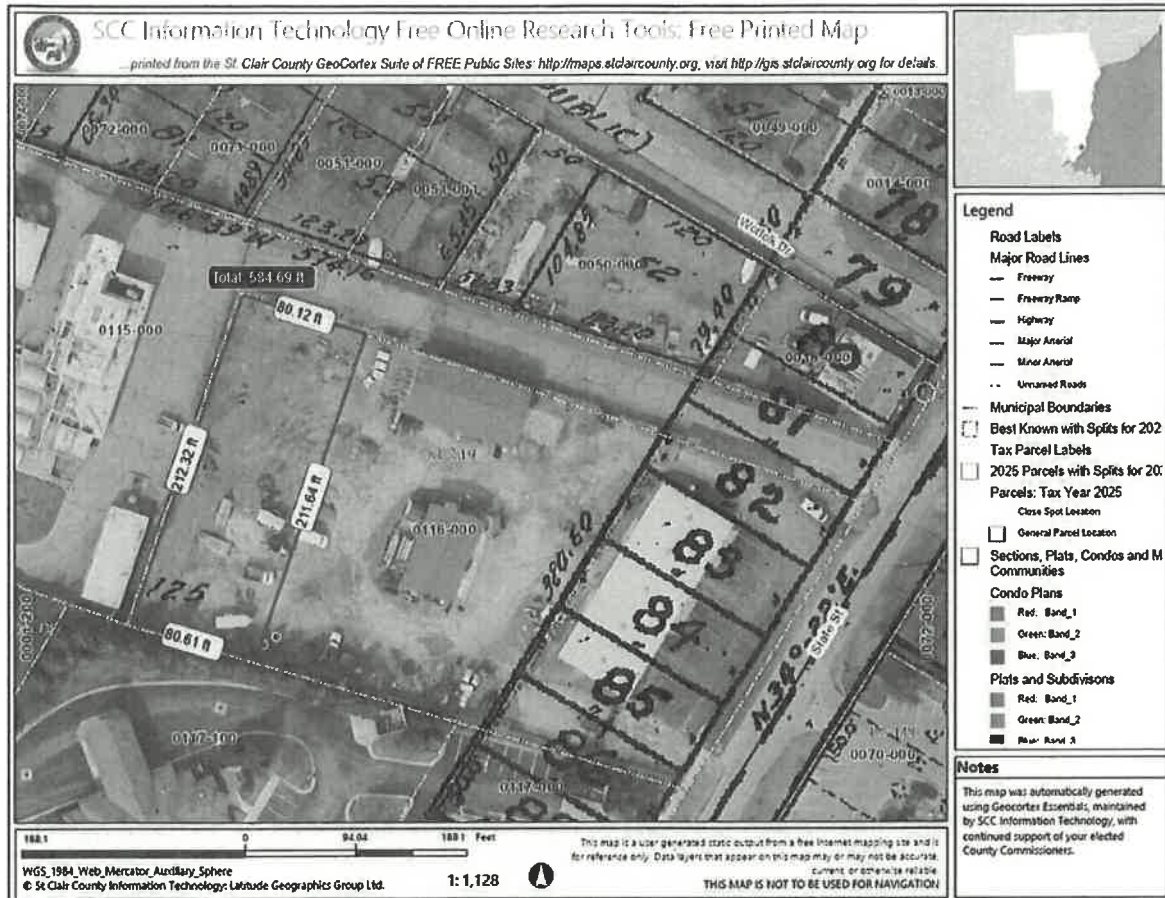
Real property in the City of Algonac, County of St. Clair, State of Michigan, commonly known as 453 State St., Algonac, MI 48001, Parcel ID No.: 01-119-0116-000, as more particularly described as follows:

PART OF LOT 125, ASSESSORS WORFOLK PLAT, BEG S 68D 39M E 250'
FROM ITS NW COR, TH S 21D 21M W 257.88', TH S 71D 25M 29S E TO NE COR
LOT 86, TH N 34D 26M E 246.04', TH N 68D 39M W TO BEG EXC N 40' INCL
LOTS 83, 84, 85 & PART OF 82 & 86 ALGONAC ASSESSORS PLAT NO 1
OWNED & OCC AS ONE PARCEL SEC 10 T2N R16E

EXHIBIT B

PROPERTY DEPICTION

To be updated upon survey & lot split





Business of the Algonac City Council

Agenda Statement

Item Title: To approve Water Plant 2026-2027 Commercial Cross Connection Inspections with HydroCorp: \$10,655.05.

Submitted By: Jason Wrightner/Chris Hiltunen, Public Services Superintendent

Summary

Due to changes in the State of Michigan Safe Drinking Water Rules, Part 399, the Michigan Department of Environmental Quality requires that all backflow devices be inspected and/or tested to ensure they are working properly. Commercial and industrial businesses are required to test and be inspected every year. Residential must be inspected every three years.

The goal is to protect the drinking water system and the city's distribution system from various forms of contamination.

HydroCorp was awarded the first 2-year inspection program by City Council in 2021 in the amount of \$42,528. All commercial and over 100 residential inspections were completed.

When City Council approved the renewal of the 2-year inspection program in 2024, City Water Plant staff took over performing the inspections, being familiar with the program and MDEQ requirements, which saved the city \$48,456 over a 2-year period.

Attached is a new 2-year proposal from HydroCorp for commercial inspections only in the total amount of \$10,655.05. The city will be charged \$5,223.05 this year and \$5,432 next year in monthly installments.

Water Plant staff will, once again, be performing the residential inspections, saving the city approximately \$31,434.74 over a 2-year period.

There is \$45,000 left of \$60,000 in the FY 2025-2026 budget. The cost will be charged to line item 591-536.561.809 Contracted Services.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve a 2-year contract for commercial cross connection inspections with HydroCorp, whose address is 5700 Crooks Road, Suite 100, Troy, MI 48098 in the total amount of \$10,655.05.

APPROVED/Denied



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

City Council
Mayor
Mayor Pro Tem
Councilman
Councilman
Councilman
Councilwoman
Councilwoman

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

TO: CITY MANAGER- ARTIE BRYSON
FROM: WATER PLANT SUPERINTENDENT – JASON WRIGHTNER/CHRIS HILTUNEN
SUBJECT: 2026/2027 COMMERCIAL CROSS CONNECTION INSPECTION RENEWAL
DATE: 1-21-2026

The Algonac Water Filtration Plant is dedicated to the protection of the cities water supply for all of residents and users. In accordance to the EGLE mandated cross connection inspection program, it is required that the City conduct inspections to ensure there are no connections between potable and non-potable water that could enter the cities water system by back pressure or back siphonage. In order to properly inspect each commercial property, it is recommended to be performed by a master plumber with an ASSE certification specific to backflow prevention, to fulfill this the City has contracted HydroCorp since 2021 to perform its commercial inspections on high risk to low-risk businesses. Hydrocorp has provided a proposal in the amount of \$10,655.05 for a two-year agreement. In addition to commercial cross connection inspection the city is required to inspect residential as well, given resident feedback and cost the City of Algonac Water Department will be performing these inspections saving the city approximately \$31,434.74. Please see the attach proposal to renew commercial cross connection inspections with HydroCorp for \$10,655.05.

Thank you,

Jason Wrightner
Water Plant Superintendent
(810)794-3281
Waterplant@cityofalgonac.org

RENEWAL SERVICE AGREEMENT

DEVELOPED FOR

Josh Stewart
City Of Algonac, MI

1530 St. Clair River Dr
Algonac, MI, 48001

11/17/2025

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES



Cross-Connection
Control Programs



Backflow Preventer
Test Tracking



Water Meter
Replacement & Testing



Piping Schematics



Water Quality
Management & Sampling



Corporate Office

5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646

 info@hydrocorpinc.com

 hydrocorpinc.com

Statement of Work

HydroCorp™ ("Company") will provide the following services to the City Of Algonac, MI ("Client"). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City Of Algonac, MI with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the City Of Algonac, MI and HydroCorp, you may expect completion of the following elements within a 24 month period. The continued components of the project include:

1.1. **Program Review and Program Start-up Meeting.** Company will conduct a Program Startup Meeting, if requested, for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
 - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. **Inspections.** Company will perform Non-Residential Interior initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. **Inspection Schedule.** Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. **Program Data.** Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Michigan Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. **Account Listing Information.** Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. **Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.** Information to include:

- (a) Account Listing: City Of Algonac, MI to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
 - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 70.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional inspections above the contract terms will be billed separately at a rate of \$152.22. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division. Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14. Vacuum Breakers. HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
Year 1	\$435.25	\$5,223.05
Year 2	\$452.66	\$5,432.00
Contract Total		\$10,655.05

Contract Amount is based upon a 24 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 3/1/2026.

City Of Algonac, MI

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President



Business of the Algonac City Council

Agenda Statement

Item Title: To approve Permit for Fireworks Other than Consumer or Low Impact.

Submitted By: Chief Joe Doan, Fire Department

Summary

Attached is a fireworks public display permit as required by the Michigan Department of Licensing & Regulatory Affairs to permit the pyrotechnic operator, Great Lakes Fireworks LLC, to conduct the fireworks display during the annual Pickerel Tournament.

The Independence Day fireworks display is scheduled for Friday, July 3, 2026.

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve Permit for Fireworks Other than Consumer of Low Impact provided by Great Lakes Fireworks LLC, whose address is 3275 W. M-76, West Branch, MI 48661 for fireworks public display July 3, 2026, and direct the City Clerk to sign the Permit on behalf of the city, pending receipt of updated Certificate of Liability Insurance.

APPROVED/Denied



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

FIRE DEPARTMENT

Fire Chief

***Rental Housing
Inspector***

Joseph J. Doan

TO: Artie Bryson, City Manager
FROM: Joseph Doan
DATE: 01/28/2026
SUBJECT: Fireworks Permit Application

I have reviewed the Fireworks Permit Application submitted for the upcoming Algonac Lions Pickerel Tournament to take place on July 3rd, 2026.

I recommend approval of the Fireworks Permit pending all other approvals are obtained with regards to the Special Events Permit as required.

2026 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.	
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TYPE OF PERMIT(S) (Select all applicable boxes)

Agricultural or Wildlife Fireworks
 Articles Pyrotechnic
 Display Fireworks
 Public Display
 Private Display
 Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT Algonac Lions Club	ADDRESS OF APPLICANT P.O Box 274, Aloganc, MI 48001	AGE OF APPLICANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
--	---	---

NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER
--	--

IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
---	--	------------------

NAME OF PYROTECHNIC OPERATOR Great Lakes Fireworks, LLC	ADDRESS OF PYROTECHNIC OPERATOR 3275 W. M-76 West Branch, MI 48661	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---	--	--

NO. YEARS EXPERIENCE 25+	NO. DISPLAYS 500+	WHERE Throughout Michigan
------------------------------------	-----------------------------	-------------------------------------

NAME OF ASSISTANT TBD	ADDRESS OF ASSISTANT TBD	AGE OF ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---------------------------------	------------------------------------	---

NAME OF OTHER ASSISTANT TBD	ADDRESS OF OTHER ASSISTANT TBD	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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EXACT LOCATION OF PROPOSED DISPLAY
St. Clair River; North Channel

DATE OF PROPOSED DISPLAY July 3rd, 2026 (Rain: TBD)	TIME OF PROPOSED DISPLAY Approx. 10:00 PM
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MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

Stored at Federally Licensed Facility Until Date of Display

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$5,000,000	NAME OF BONDING CORPORATION OR INSURANCE COMPANY Acrisure
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ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
One Cleveland Center, 1375 E. 9th St. 30th Floor, Cleveland OH 44114

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
Approx. 200	3" Shells
Approx. 100	4" Shells
Approx. 40	5" Shells
Approx. 50	6" Shells
Approx. 36	8" & 10" Shells
Approx. 10	Various Barrage Cakes 3" & Smaller

SIGNATURE OF APPLICANT	DATE
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2026 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.	
<input type="checkbox"/> Agricultural / Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Private Display <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
NAME OF PERSON PERMIT ISSUED TO Algonac Lions Club			AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS OF PERSON PERMIT ISSUED TO P.O Box 274, Aloganc, MI 48001			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION			
ADDRESS			
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary)			
Approx. 200 3" Shells Approx. 100 4" Shells Approx. 40 5" Shells Approx. 50 6" Shells Approx. 36 8" & 10" Shells Approx. 10 Various Barrage Cakes 3" & Smaller			
EXACT LOCATION OF DISPLAY OR USE St. Clair River; North Channel			
CITY, VILLAGE, TOWNSHIP Algonac, Clay Township		DATE July 3rd, 2026 (Rain: TBD)	TIME Approx. 10:00 PM
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		AMOUNT \$5,000,000	

Issued by action of the Legislative Body of the <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the _____ day of _____, 2026. <div style="text-align: center; border-top: 1px solid black; margin-top: 10px;"> (Signature and Title of Legislative Body Representative) </div>	
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THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



ADDITIONAL REMARKS SCHEDULE

AGENCY Acrisure Great Lakes Partners Insurance Services		NAMED INSURED Great Lakes Fireworks LLC P.O. Box 276 West Branch MI 48661	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Harrison Township including all its elected member and appointed officials, employees, volunteers, boards, commissions and/or other authorities.
 Clay Township including all its elected member and appointed officials, employees, volunteers, boards, commissions and/or other authorities.


Algonac Site Map

The Circle is the fallout area for a 12" Max Shell of 840' (70' per inch of shell)

lat. 42°37'3.77"N

Long. 82°31'35.70"W

Legend

 Algonac





Business of the Algonac City Council

Agenda Statement

Item Title: To approve the Budget Schedule for Fiscal Year 2026-2027.

Submitted by: Artie Bryson, City Manager

Summary

A specific timeline for budget adoption is prescribed in the City Charter.

City Council must hold a public hearing on the proposed budget before its final adoption.

Notice of the public hearing, a summary of the proposed budget and notice that the proposed budget is on file in the office of the Clerk shall be published in the Times Herald newspaper at least one week in advance of the hearing.

The complete proposed budget shall be on file for public inspection during office hours at the Clerk's office for a period of not less than one week prior to such hearing. The 2026-2027 budget schedule is proposed as follows:

Capital Projects Presentation	Planning Commission Meeting	Monday, March 23, 2026 @ 6pm
Budget Presentation	City Council Meeting	Tuesday, April 7, 2026
Budget Study Session	Special Meeting (Before Council Meeting, if Needed)	Tuesday, April 14, 2026 @ 6pm & Tuesday, April 21, 2026 @ 5pm
Notice of Public Hearing Published in paper	N/A	Wednesday, May 6, 2026 & Wednesday, May 13, 2026
Public Hearing	City Council Meeting	Tuesday, May 19, 2026 @ 6pm
Budget Adoption	City Council Meeting	Tuesday, June 2, 2026 @ 6pm

Suggested Action:

MOVED BY:

SUPPORTED BY:

RESOLVED, to approve the budget schedule for FY 2026-2027 as presented.

APPROVED/Denied



Item No: 12
Meeting: 2.3.2026

Business of the Algonac City Council

Agenda Statement

Item Title: To approve accounts payable and payroll in the amount of \$99,137.33.

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 \$99,137.33.

APPROVED/Denied

