

**MAYOR
Rocky Gillis**

COUNCIL MEMBERS

**Michael Bembas
Ed Carter
Dawn Davey, Mayor Pro Tem**

**Cathy Harris
Wendy Meldrum
Jacob Skarbek**

**CITY OF ALGONAC
AGENDA FOR REGULAR CITY COUNCIL MEETING
Tuesday, October 6, 2026
6:00 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) Presentations
- 7) Public Comment
 - a. **Limited to five (5) minutes per person. See information below.*
- 8) City Manager Report
- 9) Consent Agenda
 - a. City Council Meeting Minutes
 - 1) Regular Meeting – September 15, 2026
 - b. Departmental Reports
 - 1) Water Filtration Plant – Emergency Generator Repair - \$3,024.28
 - 2) Neptune 360 Meter Reading Software – Annual Renewal - \$3,588.89
 - 3) ST. CLAIR COUNTY WATERSHEDS – 2026 BUDGET ALLOCATION-\$2,776.44
- 10) Unfinished Business
- 11) New Business
 - a) Appointment of City Clerk – Janet Gieraga

- b) Approve Employee Health Insurance Renewal – Blue Cross Blue Shield of Michigan
- c) Payment for 2025 City Bridge Inspections – Anderson, Eckstein & Westrick, Inc. - \$18,450.00
- d) To approve Lease of 455 State Street – Champions Auto Ferry
- e) To approve Authorization for Recurring ACH and Automatic Payments
- f) To approve Piece to Peace Quilters – Additional Space Lease Agreement Algonac Activity Center
- g) To approve Murals and More LLC – Algonac Activity Center Lease

12) Accounts Payable of

13) Items for Next Agenda

14) Council Comment

15) Closed Session – To Consider Confidential Attorney-Client Privileged Communication Pursuant to MCL 15.268(1)(h)12)

16) Adjournment

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

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

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

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

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

CITY MANAGER'S REPORT – October 1, 2026

1. **Gym Air-Handling System:** The air-handling system in the gym experienced a significant failure. The motor is no longer operational, and the blower failure damaged both the blades and heating coil. We are looking at options, replacing, and costs to add air conditioning. Right now, we have no heat in the building
2. A section of an **exterior brick wall** at the NAC has separated from the cinderblock wall. It appears water got between the brick and block and expanded during the winter freeze/thaw cycles. We demo the block. Looking to cover the area with some metal siding . I'm sure both will be covered by the grant, but it is going to be emergency work
3. I have received one proposal for labor attorney services and am waiting for two additional proposals.
4. **Smith St Pump Station** project is going as planned. We pulled 2 pumps out and repairs are going as planned.
5. There is a lot going on in preparation for the upcoming election. Overseas ballots and absentee ballots were mailed out, and public accuracy testing is scheduled for October 15. Janet Gieraga has been coming in to help us out. A big thank-you to Cindi Greenia and Wendy Meldrum for helping us work through the election preparations and our "things to do" list.
6. I informed HRC that we intend to complete the valve and actuator replacement project in-house at the water plant. HRC estimated that outsourcing the project would cost approximately \$100,000. We have now received all the parts needed for the work. I am considering using the same approach that worked well for the check-valve replacement project, including utilizing Clay Township DPW for additional manpower
7. Blue Water Video adjusted the camera angles and check the microphones in the Council Chambers.
8. The **flooring contractor** for the NAC has verified the measurements of the job, the materials are being ordered, and they said the job will start in 1-2 weeks.

9. I required the **Woodhill Group** to revise its original agreement to establish a maximum cost of **\$75,000**. They agreed to the change, the revised agreement has been signed, and they started last week Monday.
10. Bids were opened for the Lions Field Walking Path. We had 6 bidders, 3 of them were below the estimate. We will have to get the DNR to approve the bids before I bring it to council.
11. I have a meeting scheduled for **November 11 at 1:30 p.m.** with representatives from the EDA and Community Foundation. We will tour the NAC, show them what we have going on in the building, and brainstorm ideas and potential opportunities for its future. Council members interested in participating are welcome to join us.
12. DPW sealed and painted the election storage room at the NAC. They pulled down the flags along the boardwalk for the season, and the pool cover is now on.
13. The **lot split has been completed** for the property behind the DPW that the City is selling for **\$200,000**. We are now working toward establishing a closing date.
14. We applied for a **State-funded grant for nine new sets of firefighter turnout gear**, with an estimated cost of approximately **\$44,000**. They have funding for 165 awards statewide.
15. Bids for construction of the **Lions Field walking path** will be opened on **October 1**. It calls for 2000 linear ft asphalt, 200 yards of 4G Limestone 4" thick. The construction will probably happen next spring taking about 4 – 6 weeks long, depending on weather.
16. Algonac Art Fair was great, thanks to all that helped, including with the car show and pancake breakfast
17. The Algonac Booster Club had a great fundraiser at the NAC with
18. Fall Cleanup will be Sept 26 from 7 AM – 3 PM behind the A
19. The leaf vacuum will be out Nov 2 – 24 & will complete one rotation of the City, starting at the south end. If you miss that window, the last Emterra yard waste pick up will be Friday Nov. 27, the day after Thanksgiving.
20. The Algonac Boosters is having their "Night at the Horse Races" September 26th at the NAC. The venue work out well

21. Halloween in the 'Nac 🎃 Saturday, October 3, 2026, Presented by Algonac Alive at The Lions Field. Kids Parade *Registration at 12:30 PM* at Smiths Field Parade kicks off at **1:00 PM** and marches to the Lions Field, Bounce House Petting Zoo 🐾 Games for Kids 🎯🔪 **FREE** for the whole family!
22. Pierogi Fest in the 'Nac Thursday, October 8, 2025. Presented by Algonac Alive at the NAC Activity Center Doors Open: 5:30 PM 🎵 Dinner Served: 6:00 PM – 7:00 PM 🔪 Tickets: \$30 each

Artie Bryson, City Manager



Business of the Algonac City Council

Item No: 11b
Meeting: 10.6.26

Agenda Statement

Item Title: Approval of Consent Agenda

Submitted by: Artie Bryson, City Manager

Summary

The Consent Agenda includes routine matters presented for City Council approval in a single motion. The following items are included:

- A. City Council Meeting Minutes
 - Regular Meeting – September 15, 2026
 -
- B. Departmental Reports / Miscellaneous Items
 - Water Filtration Plant – Emergency Generator Repair – \$3,024.28
 - Neptune 360 Meter Reading Software – Annual Renewal – \$3,588.89
 - St. Clair County Watersheds – 2026 Budget Allocation – \$2,776.44

Suggested Action

MOTION:

SECONDED BY:

Motion to approve the Consent Agenda as presented.

**MAYOR
Rocky Gillis**

COUNCIL MEMBERS

**Michael Bembas
Ed Carter
Dawn Davey, Mayor Pro Tem**

**Cathy Harris
Wendy Meldrum
Jacob Skarbek**

**CITY OF ALGONAC
REGULAR CITY COUNCIL MEETING
Tuesday, September 15, 2026
6:00 p.m.**

**Smith Recreation Park
Algonac, MI 48001
Proposed Minutes**

Meeting called to Order

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

Roll Call

Present: Councilmembers Carter, Gillis, Harris, Meldrum.

Others Present: City Manager Artie Bryson and Deputy City Clerk Evah Newman.

Absent: Councilmembers Bembas and Skarbek

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 Harris supported by Meldrum to excuse Skarbek and Bembas
Motion carried.

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

Presentations

Public Comment

Simmions – Requesting the old city manager’s oath of office, Wish to move the camera angle to capture the whole board, FOIA request code of ethics

Gary Smith – Complements to City Manager Bryson and Mayor Gillis. Community divisions angers him, Been in this community for 75 years and all we have is each other, we need to work together.

City Manager’s Report

City Manager Bryson gave a detailed report to City Council.

Consent Agenda

- a. a. City Council Meeting Minutes
 - 1) Regular Meeting – September 1, 2026
 - 2) Special Meeting – August 25, 2026
- b. Departmental Reports
 - 1) Blight Enforcement
 - 2) Building
 - 3) DPW
 - 4) Finance
 - 5) Fire Department
 - 6) Water Department

Motion by Davey, seconded by Harris
Motion carried.

Unfinished Business

None

New Business

To approve The WoodHill Group – Municipal Accounting and Financial Support Services

Motion by Meldrum seconded by Harris

Motion to approve the proposal from The WoodHill Group for Municipal Accounting and Financial Support Services for the period of October 1, 2026 through September 30, 2027, in an amount not to exceed \$75,000, and authorize the City Manager to negotiate and execute the final professional

services agreement, with any additional compensation above \$75,000 requiring prior City approval.

Roll Call

Carter, Davey, Gillis, Harris, Meldrum

Motion Carried

To approve Budget Amendment – Professional Services

Motion by Davey seconded by Harris

Motion to approve a FY 2026-27 budget amendment increasing General Fund account 101-191.000-806.000 – Professional Services by \$75,000, from \$750 to \$75,750, to provide funding for The WoodHill Group professional accounting and financial support services.

Roll Call

Ayes: Davey, Gillis, Harris, Meldrum, Carter

Nays: None

Motion carried.

To approve NAC Flooring Improvements – Professional Flooring

Motion by Carter seconded by Meldrum

Motion to approve the proposal from Professional Flooring in the amount of \$42,851.66 for flooring improvements at the Algonac Community Center and authorize the City Manager to proceed with the project, subject to final verification of measurements, scope of work, and applicable commercial warranties.

Roll Call

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

Motion carried.

To approve Neighborhood Activity Center Lease Renewal

Motion by Skarbek, supported by Carter to approve the one-year Neighborhood Activity Center Lease Agreement between the City of Algonac and the Piece to Peace Quilters, beginning October 1, 2026, at

a rental rate of \$150 per month, and authorize the Mayor and City Manager to execute the agreement on behalf of the City.

Roll Call

Gillis, Harris, Meldrum Skarbek Bembas, Carter

Motion carried.

**To approve Second Reading and Adoption of Ordinance No. 2026-11
– Amendment to General Penalties for Municipal Civil Infractions**

Motion by Harris Seconded by Carter

To adopt Ordinance No. 2026-11, amending Chapter 1, General Provisions, Section 1-14 of the City of Algonac Code of Ordinances to establish a revised schedule of civil fines for municipal civil infractions, and to authorize publication of the ordinance as required by the City Charter and applicable law.

Roll Call

Gillis, Harris, Meldrum Carter, Davey,

Motion carried.

To approve Remote Work Policy Amendment

Motion by Davey seconded by Davey

Motion to approve the Remote Work Policy – Limited Use, as presented, and incorporate the policy into the City of Algonac Personnel Policy, effective immediately.

Roll Call

Yea Harris, Meldrum Skarbek Bembas, Carter

Nay Gillis

Motion failed.

To approve Special Event Permit – Algonac Alive Pierogi Fest

Motion by Carter, supported by Bembas to approve the Special Event Permit submitted by Algonac Alive for Halloween in the 'Nac, to be held Saturday,

October 3, 2026, from 1 p.m. to 4:00 p.m. at Lions Field, including the associated kids costume parade.

Roll Call

Harris, Meldrum Skarbek Bembas, Carter, Gillis,

Motion carried.

Accounts Payable of \$3,440,585.71

Motion by Carter, supported by Harris to approve Accounts Payable in the amount of \$3,440,585.71, as presented

Roll Call

Ayes: Gillis, Harris, Meldrum, Davey, Carter

Nays: None

Motion carried.

Items for Next Agenda

- Amendments to Personnel Policy
- Personnel Policies
- Parks & Recreation ordinance
- Grass cutting and snow plowing in house
- Health Care

Council Comment

Carter

Thanked everyone for coming, Be mindful of school buses

Davey

Thanked everyone for coming, Art Fair was great

Harris

Thanked everyone for coming. Thanked everyone who help and sponsors of the Art Fair.

Meldrum

Asked about labor attorney, and Clerks job description. Thanked Gary Smith for positive feedback

Gillis

Art Fair was great, looking forward to night at the races. It is great we now have a venue that holds that many people. This Friday, spaghetti dinner at Pearl Beach Lions, and comedy night at VFW.

Consideration of Confidential Attorney-Client Privileged Communication Pursuant to MCL 15.268(1)(h)

Move to enter into closed session pursuant to MCL 15.268(1)(h) to consider material exempt from discussion or disclosure by state or federal statute, specifically a confidential attorney-client privileged communication from the City Attorney dated September 8, 2026 at 7:05

Motion by Gillis Seconded by Harris

Roll Call

Ayes: Gillis, Harris, Meldrum, Davey, Carter

Nays: None

Motion carried.

Move to close the closed session and reopen the open session at 7:28.

Motion by Meldrum seconded by Harris

Motion carried.

Motion to follow the city attorney's recommendation.

Motion by Meldrum seconded by Carter

Roll Call

Ayes: Meldrum, Davey, Gillis, Carter, Harris

Nays: None

Motion carried.

Adjournment

Motion by Meldrum, supported by Carter to adjourn the meeting at 7:30 p.m.

Motion carried.

Signed _____; respectfully submitted

Mayor Rocky Gillis

City Manager Artie Bryson



Business of the Algonac City Council

Item No: 9b7
Meeting: 10.6.26

Consent Agenda Statement

Item Title: Water Filtration Plant – Emergency Generator Repair

Submitted by: Artie Bryson, City Manager

Summary

The Algonac Water Filtration Plant maintains a standby generator to operate the plant in the event of a power failure. Because the generator is necessary to maintain water plant operations during an electrical outage, it is a critical piece of emergency equipment.

In July, staff discovered that the standby generator would not start. Ruebenapp's Repair, the company that maintains the generator, was contacted to assess the problem and determined that the starter had failed.

Due to the importance of maintaining a functioning emergency generator at the Water Filtration Plant, the repair was handled as an emergency. Ruebenapp's Repair was able to locate a replacement starter and return the generator to working condition within approximately two days.

The total cost of the emergency repair was \$3,024.28, consisting of \$1,824.28 for the starter and accessories and \$1,200 for two service calls and repair time.

MOTION:

SECONDED BY:

Motion to approve payment to Ruebenapp's Repair in the amount of \$3,024.28 for the emergency repair of the Algonac Water Filtration Plant standby generator.



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

City Council

Mayor
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Councilman
Councilman
Councilwoman
Councilwoman
Councilman

Rocky Gillis
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Cathy Harris
Wendy Meldrum
Jacob Skarbek

To: Algonac City Manager- Artie Bryson

CC: Algonac City Clerk-

From: Algonac Water Plant Interim Superintendent – Chris Hiltunen

Subject: Water Plant Generator Emergency Repair

Date: 9/17/2026

The Algonac Water Filtration Plant has a standby Generator to run the water plant in the event of a power failure. This is a critical piece of equipment. In the month of July, the starter had failed and the generator could not start. We contacted Ruememapp's repair, the company that maintains our generator, and had them assess the situation. They were able to source a starter and get the generator back in working order within two days. Please see the attached invoice from Ruemenapp's Repair from 8320 Broadbridge Rd, Ira Township, MI 48023 in the amount of \$3024.28 for the emergency repair.

Thank you,

Chris Hiltunen

Algonac Water Plant Interim Superintendent

(810)794-3281

Waterplant@cityofalgonac.org

INVOICE

Ruemenapps Repair

8320 Broadbridge Rd

Ira, MI 48023-2506

ruemenappsrepair@gmail.com

+1 (586) 405-2928



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

Invoice details
Invoice no.: 1055
Terms: Net 30
Invoice date: 07/02/2026
Due date: 08/01/2026

#	Product or service	Description	Qty	Rate	Amount
1.	CAT Standby Gen. 3406	Went out to inspect the generator for a no start. Found the starter to be bad. Ordered a new starter and went back and installed. Starter and accessories \$1824.28 Two service calls and repair time \$1200.00	1	\$3,024.28	\$3,024.28

Total \$3,024.28

Ways to pay



Overdue 08/01/2026

View and pay



Business of the Algonac City Council

Item No: 9b8
Meeting: 10.6.26

Consent Agenda Statement

Item Title: Neptune 360 Meter Reading Software – Annual Renewal

Submitted by: Artie Bryson, City Manager

Summary

The City of Algonac Water Department utilizes Neptune 360 meter reading software to read water meters throughout the City. The software requires an annual renewal based upon the number of water meters installed in the system.

Ferguson Waterworks has submitted the annual renewal invoice for Neptune 360 meter reading software covering the period of September 1, 2026 through August 31, 2027, in the amount of \$3,588.89.

The software is necessary for the continued operation of the City's water meter reading system and supports the accurate collection of meter information used for customer water billing.

MOTION:

SECONDED BY:

Motion to approve the annual renewal of the Neptune 360 meter reading software through Ferguson Waterworks in the amount of \$3,588.89 for the September 1, 2026 through August 31, 2027 coverage period.



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Wendy Meldrum
Jacob Skarbek

To: Artie Bryson; City Manager

From: Chris Hiltunen; Interim Water Plant Superintendent

Subject: Annual Neptune 360 Meter Reading Software Renewal 2026/2027

Date: 9/25/2025

The City of Algonac uses Neptune 360 to read the water meters throughout the City. This software requires annual renewal based upon number of meters installed. Please see the attached invoice for \$3,588.89 from Ferguson remit to: Ferguson Waterworks #3386, PO Box 644054, Pittsburgh, PA 15264-4054.

Thank you,

Chris Hiltunen

Algonac Water Plant Interim Superintendent

(810)794-3281

Waterplant@cityofalgonac.org



1931 SNOW ROAD
LANSING, MI 48917-9505

Please contact with Questions: 517-322-0300

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0249525	\$3,588.89	6989	1 of 1

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

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

MASTER ACCOUNT NUMBER: 590655

SHIP TO:

1201 1 MB 0.707 E0255X I0416 D15360462187 S2 P11120705 0001:0001



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

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2053	2053	MIE	360	DMH	METER ACCOUNT	09/04/26	20844
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1879	1879	N14099103	NEPTUNE 360 AMR 1001-2500 Start Date: 9/1/2026 End Date: 8/31/2027	1.910	EA	3588.89	
			INVOICE SUB-TOTAL			3588.89	
***** LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. *****							
Please note the new remit address above							

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$3,588.89

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



Business of the Algonac City Council

Item No: 9 b9
Meeting: 10.6.26

Agenda Statement

Item Title: ST. CLAIR COUNTY WATERSHEDS – 2026 BUDGET ALLOCATION

Submitted by: Artie Bryson, City Manager

Summary

The City of Algonac participates with St. Clair County in watershed management activities that assist the City with its stormwater and MS4 permit responsibilities.

The City has received Invoice No. 26-509 from the St. Clair County Health Department for the City's watershed allocation. The City's 2026 budget allocation is \$1,388.22.

The invoice also identifies an unpaid 2025 balance of \$1,388.22, resulting in a total amount currently due of \$2,776.44.

Participation in the County watershed program provides regional coordination and assistance with activities associated with the City's MS4 stormwater permit and watershed management responsibilities.

MOTION:

SECONDED BY:

Approve payment of \$2,776.44 to the St. Clair County Health Department for the City's 2025 and 2026 St. Clair County Watersheds allocations.



220 Fort Street, Port Huron, MI 48060
Phone: 810.987.5300
www.scchealth.co

April 16, 2026

City of Algonac
Attn: Artie Bryson, City Manager
805 St. Clair River Drive
PO Box 454
Algonac, MI 48001

Invoice Number 26-509

Account Number: 950-209-4689

DATE	DESCRIPTION	CHARGES
2026	St. Clair County Watersheds 2026 Budget Allocation	\$1,388.22
	2025 Unpaid Balance	\$1,388.22
Payment due by June 30, 2026:		\$ 2,776.44

If you have any questions regarding your invoice, please contact Lisa at (810) 987-5300 ext. 1470

REMIT PAYMENT TO:

St. Clair County Health Department
220 Fort Street
Port Huron, MI 48060

PLEASE INCLUDE THE INVOICE NUMBER ON YOUR REMITTANCE



Business of the Algonac City Council

Item No: 11a
Meeting: 10.6.26

Agenda Statement

Item Title: Appointment of City Clerk – Janet Gieraga

Submitted by: Artie Bryson, City Manager

Summary

The City conducted a recruitment process to fill the vacant City Clerk position and received 18 applications. Three candidates were selected for interviews, with one candidate withdrawing prior to the interview.

The interview panel consisted of former Algonac City Clerk and current Richmond Township Supervisor Cindi Greenia, Council Member Wendy Meldrum, Council Member Cathy Harris, and City Manager Artie Bryson. The three scoring members of the panel unanimously identified Janet Gieraga as the highest-scoring candidate and first choice for the position.

Ms. Gieraga has approximately 10 years of municipal government experience, including service as a Deputy Clerk and experience with elections, voter records, Early Voting and Absentee Voting, municipal records, meeting preparation, financial and payroll functions, water billing, and BS&A.

Since the interview process, Ms. Gieraga has been working part-time with the City assisting with the upcoming election. During this time, she has demonstrated her ability to effectively manage election responsibilities, work well with City staff, and transition into the City's operations.

Section 4.6 of the City Charter provides that the City Clerk is appointed by City Council upon the recommendation of the City Manager. The City Manager recommends the appointment of Janet Gieraga as City Clerk effective November 17, 2026.

Recommended Action:

Approve the appointment of Janet Gieraga as City Clerk for the City of Algonac, effective November 17, 2026, upon the recommendation of the City Manager and pursuant to Section 4.6 of the City Charter.

Suggested Action

MOTION:

SECONDED BY:

Motion to approve the appointment of Janet Gieraga as City Clerk for the City of Algonac, effective November 17, 2026, pursuant to Section 4.6 of the City Charter.



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MEMORANDUM

To: Mayor Gillis and Members of the City Council

From: Artie Bryson, City Manager

Date: September 22, 2026

Re: Recommendation for Appointment – City Clerk, Janet Gieraga

The City recently conducted a recruitment process to fill the vacant City Clerk position. The position was advertised through the City of Algonac website and social media, the Michigan Municipal League, and the St. Clair County EDA website.

The City received 18 applications for the position. Following a review of the applicants' qualifications and municipal experience, I selected the three most qualified candidates to interview. One candidate withdrew from consideration on the day of the interviews, leaving two candidates who participated in the interview process.

The interview panel consisted of Cindi Greenia, former City Clerk for the City of Algonac and current Richmond Township Supervisor; Council Member Wendy Meldrum; Council Member Cathy Harris; and myself as City Manager. I conducted the interviews and asked each candidate the same prepared questions. Ms. Greenia, Council Member Meldrum, and Council Member Harris independently scored the candidates' responses. I did not participate in the scoring.

All three scoring members of the interview panel unanimously ranked Janet Gieraga as the highest-scoring candidate and agreed that she should be the City's first choice for the position. The panel also agreed that the second-place candidate would be a viable candidate should the City be unable to reach an agreement with Ms. Gieraga.

Ms. Gieraga brings approximately 10 years of municipal government experience, including experience as a Deputy Clerk. Her background includes local, state, and federal election administration; voter records; Early Voting and Absentee Voting operations; municipal records; meeting preparation; financial and payroll functions; water billing; and other administrative responsibilities. She also has experience with BS&A and has completed the required election accreditation.

Since the interview process, Ms. Gieraga has been working part-time for the City assisting with the upcoming election. This has provided the City with an opportunity to evaluate her abilities in an actual working environment rather than relying solely on her application and interview.

During this time, Ms. Gieraga has taken an active role in managing the City's election responsibilities and has demonstrated the knowledge and experience necessary to perform the duties of City Clerk. She has also demonstrated that she works effectively with City staff and has transitioned smoothly into the City's operations. Her performance during this period has further confirmed my recommendation that she is well qualified for the position.

Subject to City Council approval, Ms. Gieraga would begin serving full-time as City Clerk on November 17, 2026.

Charter Authority

Section 4.6 of the Algonac City Charter provides that the offices of Clerk, Treasurer, and Assessor are filled by appointment of the City Council upon the recommendation of the City Manager.

Accordingly, after reviewing the applications, completing the interview process, considering the unanimous results of the interview panel, and now having the opportunity to observe Ms. Gieraga's performance while assisting the City with the election, I recommend that City Council appoint Janet Gieraga as City Clerk for the City of Algonac, effective November 17, 2026.

Ms. Gieraga's municipal experience, election knowledge, administrative background, and demonstrated performance working with the City provide a strong foundation for her to successfully serve Algonac and its residents as City Clerk.



Business of the Algonac City Council

Item No: 11b
Meeting: 10.6.26

Agenda Statement

Item Title: Employee Health Insurance Renewal – Blue Cross Blue Shield of Michigan

Submitted by: Artie Bryson, City Manager

Summary

Acrisure has provided a proposal for the Blue Cross Blue Shield of Michigan Simply Blue PPO \$1,500 plan at an annual premium of approximately \$136,223. This represents an increase of approximately \$971 per year, or \$81 per month, compared with renewing the HAP plan.

The BCBS plan provides comparable or improved benefits in several areas, including a \$1,500 individual/\$3,000 family in-network deductible, \$30 primary care copay, \$50 specialist copay, \$250 emergency room copay, \$60 urgent care copay, and an individual in-network out-of-pocket maximum of \$6,150.

Locally, both plans provide access to major health care providers. However, the broader BCBS network provides employees with additional flexibility in selecting physicians, specialists, and health systems without significantly increasing the City's premium cost.

For approximately \$971 more annually than the HAP renewal, administration believes the BCBS Simply Blue PPO provides the City and its employees with greater overall value through its combination of plan benefits, provider flexibility, and broader geographic network.

Suggested Action

MOTION:

SECONDED BY:

Motion to approve the Blue Cross Blue Shield of Michigan Simply Blue PPO \$1,500 plan for City employee health insurance coverage effective December 1, 2026, at an estimated annual premium of \$136,223, and authorize the City Manager to execute the necessary documents.



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

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CITY OF ALGONAC

MEMORANDUM

To: Mayor and City Council

From: Artie Bryson, City Manager

Date: September 23, 2026

Re: Recommendation to Change Employee Health Insurance from HAP to Blue Cross Blue Shield of Michigan

I am recommending that the City change its employee health insurance coverage from HAP to the Blue Cross Blue Shield of Michigan Simply Blue PPO \$1,500 plan, effective December 1, 2026.

In reviewing the City's health insurance renewal options with Acrisure, the BCBS proposal provides comparable or improved benefits in several important areas, along with a broader provider network, for a very small additional cost.

Cost Difference – Approximately \$4 Per Month Per Person

The difference in premium between renewing with HAP and moving to BCBS is approximately \$4 per month per person covered by the plan.

For approximately the cost of a cup of coffee per person each month, employees and their covered family members would have access to the broader BCBS network and the benefits of the proposed PPO plan.

The estimated annual premium for the BCBS Simply Blue PPO plan is approximately \$136,223. Given the small difference in cost between the two options, I believe the additional flexibility and benefits provided by BCBS justify the change.

Employee Benefits

The proposed BCBS plan includes:

- \$1,500 individual / \$3,000 family in-network deductible
- \$30 primary care physician copay
- \$50 specialist copay

- \$60 urgent care copay
- \$250 emergency room copay
- \$6,150 individual in-network out-of-pocket maximum

These benefits are comparable to or improved over the HAP renewal in several areas.

Broader Provider Network

Both HAP and BCBS provide access to major health care providers locally. However, the broader BCBS network provides employees and their families with greater flexibility when selecting physicians, specialists, hospitals, and other health care providers.

That flexibility can become particularly important when an employee or family member needs specialized treatment, receives care outside our immediate area, or wants to maintain an existing physician relationship.

Recommendation

When comparing these plans, I believe the key question is what the City and our employees receive for the additional cost.

For approximately \$4 more per month for each person covered, the City can provide employees and their families with a strong PPO plan, a broader provider network, greater flexibility in obtaining health care, and comparable or improved benefits in several areas.

Health insurance is an important part of the City's overall employee compensation package and is important to both retaining existing employees and recruiting qualified employees in the future.

Considering the minimal difference in premium, I believe moving to BCBS provides better overall value for both the City and our employees.

For these reasons, I recommend that City Council approve the Blue Cross Blue Shield of Michigan Simply Blue PPO \$1,500 plan, effective December 1, 2026, at an estimated annual premium of \$136,223.

PROPOSAL
CITY OF ALGONAC

December 1, 2026



Medical Side-by-side



ALTERNATIVE	Current	Mapped Renewal	PPO \$1500
MEDICAL PLANS NETWORK	HAP PPO Gold B15 PPO	HAP PPO Gold B15 PPO	2026 Simply Blue PPO Gold Option 3 PPO
Deductible - Individual	IN \$1,500 OUT \$5,000	IN \$1,500 OUT \$5,000	IN \$1,500 OUT \$3,000
Deductible - Family	\$3,000	\$3,000	\$3,000
OOPM - Individual	\$8,000	\$8,200	\$8,150
OOPM - Family	\$16,000	\$16,400	\$16,300
Co-Insurance	20%	20%	20%
PCP	\$35	\$35	\$30
Specialist	\$60	\$60	\$50
X-Ray	\$30 per procedure	\$30 per procedure	20% after deductible
Lab	\$30 per procedure	\$30 per procedure	20% after deductible
Inpatient Hospital	20% after deductible	20% after deductible	20% after deductible
Outpatient Surgery	20% after deductible	20% after deductible	20% after deductible
Emergency Room	\$300	\$300	\$250
Urgent Care	\$65	\$65	\$60
Rx			40% after deductible
Rx Individual / Family Deductible	\$0 / \$0	\$0 / \$0	\$0 / \$0
Member Copay Tier 1/2	\$5 / \$25	\$5 / \$25	\$20
Member Copay Tier 3	\$40	\$40	\$60
Member Copay Tier 4	\$80	\$80	\$100
Member Copay Tier 5/6	20%, up to \$200 / 50%, up to \$500	20%, up to \$200 / 50%, up to \$500	20%, up to \$200 / 25%, up to \$300
Mail Order	2.0x	2.0x	2.5x
Enrollment & Cost	CURRENT	MAPPED RENEWAL	PPO \$1500
Employee Enrollment	10 / 10	10 / 10	10 / 10
Employer Total	\$9,308.05	\$11,270.98	\$11,351.95
Monthly Total	\$9,308	\$11,271	\$11,352
Annual Total	\$111,697	\$135,252	\$136,223
Change from Current - \$		\$23,555	\$24,527
Change from Current - %		+21.1%	+22.0%

Disclaimers

The information contained herein is intended to serve only as a brief outline of the various insurance coverages. To avoid misunderstanding or misinterpretation as to the full scope of protection afforded, reference must be made to the respective policies for complete coverage details.



Business of the Algonac City Council

Item No: 11c
Meeting: 10.6.26

Agenda Statement

Item Title: Payment for 2025 City Bridge Inspections – Anderson, Eckstein & Westrick, Inc.

Submitted by: Artie Bryson, City Manager

Summary

Anderson, Eckstein & Westrick, Inc. (AEW) has submitted an invoice for professional engineering services associated with the 2025 inspection of City-owned bridges.

The work included five routine bridge inspections, load rating updates on four structures, and an underwater diving inspection. All listed work is shown as 100% complete. The total invoice is \$18,450.00.

Cost Breakdown:

- Five Routine Inspections – \$5,500.00
- Load Rating Updates on Four Structures – \$3,950.00
- Underwater Diving Inspection – \$9,000.00
- Total – \$18,450.00

Suggested Action

MOTION:

SECONDED BY:

Motion to approve payment to Anderson, Eckstein & Westrick, Inc. in the amount of \$18,450.00 for professional engineering services related to the 2025 inspection of City-owned bridges.



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

INVOICE

CITY OF ALGONAC
DENICE GERSTENBERG, CITY MANAGER
805 ST. CLAIR DRIVE
ALGONAC, MI 48001

January 08, 2026
Project No: 1644-0003-0
Invoice No: 162902

Project 1644-0003-0 2025 BRIDGE INSPECTIONS
Professional Services from November 17, 2025 to December 14, 2025
Fee

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
(5) ROUTINE INSPECTIONS	5,500.00	100.00	5,500.00	5,500.00
LOAD RATING UPDATES ON 4 STRUCTURES	3,950.00	100.00	3,950.00	3,950.00
UNDERWATER DIVING INSPECTION	9,000.00	100.00	9,000.00	9,000.00
Total Fee	18,450.00		18,450.00	18,450.00
	Previous Fee Billing		0.00	
	Total Fee			18,450.00
		Total this Invoice		\$18,450.00

AB
HAS THIS BEEN
PAID



Item No: 11d
Meeting: 10.6.2026

Business of the Algonac City Council

Agenda Statement

Item Title: **To approve LEASE OF 455 STATE STREET – CHAMPIONS AUTO FERRY**

Submitted by: Artie Bryson, City Manager

Summary

Champions Auto Ferry has requested to lease the City-owned building located at 455 State Street for use as a temporary business office while its existing office is being rebuilt.

The proposed lease is for an initial term of one (1) year at a rental rate of \$750 per month, with Champions Auto Ferry responsible for utilities associated with its occupancy. The lease provides for office and customer service operations and limited storage associated with the ferry business.

The property has previously been marketed for lease. Prior to City ownership, the former owner attempted to lease the property at a lower rental rate but was unsuccessful in securing a tenant. The proposed lease would generate \$9,000 in rental revenue during the initial one-year term, while placing the City-owned property into productive use.

Disclosure:

For full transparency, the owner/representative of Champions Auto Ferry, Jacob Bryson, is the nephew of City Manager Artie Bryson. The City Manager has disclosed this relationship and will not participate in City Council's decision regarding approval of the lease.

Suggested Action:

MOVED BY:

SUPPORTED BY:

Motion to approve the lease agreement between the City of Algonac and Champions Auto Ferry for the City-owned property located at 455 State Street at a rental rate of \$750 per month for an initial one-year term, subject to final review by the City Attorney, and authorize the appropriate City officials to execute the agreement.



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Wendy Meldrum
Jacob Skarbek

MEMORANDUM

To: Mayor and City Council

From: Artie Bryson, City Manager

Date: September 29, 2026

Re: Proposed Lease of 455 State Street – Champions Auto Ferry

Attached for City Council's consideration is a proposed lease agreement between the City of Algonac and Champions Auto Ferry for the City-owned building located at 455 State Street.

Champions Auto Ferry is seeking temporary office space while its existing office is being rebuilt. The proposed lease is for an initial term of one year at a rental rate of **\$750 per month**, with Champions Auto Ferry responsible for utilities associated with its occupancy.

The proposed use of the property is primarily for administrative offices, customer service, limited storage, and other activities associated with operation of the ferry office. The lease does not permit vehicle repair, maintenance, fueling, hazardous-material storage, or other industrial uses.

Prior to City ownership, the former owner also attempted to lease the property at a rental rate lower than the amount now proposed and was unsuccessful in securing a tenant. The proposed \$750 monthly rent would provide the City with **\$9,000 in rental revenue over the initial one-year term**, in addition to having the tenant responsible for utilities.

Disclosure of Relationship

For full transparency, I am disclosing that **Jacob Bryson, the owner/representative of Champions Auto Ferry, is my nephew.**

Because of this family relationship, I believe it is appropriate that City Council independently consider and determine whether the proposed lease and rental rate are in the City's best interest. I will not participate in Council's decision regarding approval of the lease and recommend that the City Attorney advise Council regarding any additional conflict-of-interest procedures or disclosures that should be followed.

Recommendation

The proposed lease is presented to City Council for its independent review and consideration based upon the terms of the agreement, the proposed rental revenue, the property's prior leasing history, and the benefit of placing an otherwise available City-owned property into productive use.

CITY OF ALGONAC

LEASE AGREEMENT

455 State Street, Algonac, Michigan

This Lease Agreement ("Lease") is made this ____ day of _____, 2026, by and between the **CITY OF ALGONAC**, a Michigan municipal corporation, whose address is 805 St. Clair River Drive, Algonac, Michigan 48001, hereinafter referred to as the "**Lessor**" or "**City,**" and **CHAMPIONS AUTO FERRY**, whose address is _____, hereinafter referred to as the "**Lessee.**"

The parties agree as follows:

1. LEASED PREMISES

The City hereby leases to Lessee the City-owned building located at:

**455 State Street
Algonac, Michigan 48001**

The leased premises shall include the building, parking area and an area extending approximately **fifteen (15) feet into the rear lot measured from the rear of the building.**

No other portion of the City-owned property, or rear lot is included in this Lease unless specifically authorized in writing by the City.

2. TERM

The initial term of this Lease shall be for **one (1) year**, commencing on _____, 2026, and ending on _____, 2027.

Upon expiration of the initial one-year term, and provided Lessee is not in default under this Lease, the tenancy may continue on a **month-to-month basis for a period not to exceed an additional twelve (12) months**, under the same terms and conditions contained herein unless otherwise agreed to in writing by the parties.

The month-to-month tenancy may be terminated by either party upon **thirty (30) days' written notice** to the other party.

Any occupancy beyond the additional twelve-month period shall require a new written agreement approved by the City.

3. RENT

Lessee shall pay the City rent in the amount of **Seven Hundred Fifty Dollars (\$750.00) per month.**

Rent shall be due on the first day of each month and shall be paid no later than the fifth day of the month.

Payment shall be made payable to the **City of Algonac** and delivered or mailed to:

City of Algonac
805 St. Clair River Drive
Algonac, Michigan 48001

The monthly rental rate of \$750.00 shall continue during any authorized month-to-month extension unless otherwise agreed to in writing by the parties.

The monthly rental amount does not include utilities. Lessee shall be responsible for all utilities and services associated with its occupancy and use of the leased premises.

4. PERMITTED USE

The leased premises shall be used by Champions Auto Ferry as a **temporary business office while its existing office is being rebuilt.**

Permitted uses shall include:

- Ferry administrative and business offices;
- Customer service and other activities normally associated with the operation of the ferry offices;
- Limited storage of office supplies, records, equipment, and materials reasonably associated with Lessee's business operations; and
- Other related administrative activities approved by the City.

The premises shall not be used for vehicle repair, maintenance, fueling, hazardous-material storage, bulk storage, or any other industrial or commercial activity not specifically authorized by this Lease.

Lessee shall not use the premises or rear lot in a manner that creates a nuisance, safety hazard, or unreasonable interference with neighboring properties or City operations.

5. REAR LOT

Lessee's use of the rear lot shall be limited to the area extending approximately **fifteen (15) feet from the rear of the building**.

Any storage within this area shall be limited, orderly, and directly related to Lessee's permitted business operations.

Lessee shall not place permanent structures, shipping containers, sheds, fencing, or other improvements within the rear lot without the prior written approval of the City.

The City retains possession and control of all portions of the property outside the leased premises.

6. UTILITIES

The monthly rent does not include utilities.

Lessee shall be responsible for the cost of all utilities and services associated with its occupancy and use of the leased premises, including, as applicable, **electricity, natural gas, water, sewer, telephone, internet, telecommunications, and any other utility or service required for Lessee's operations**.

Where practical, utilities shall be placed in Lessee's name and paid directly by Lessee.

If a utility cannot reasonably be separately metered or transferred into Lessee's name, the parties may establish a separate written arrangement for reimbursement of the City's actual cost for that utility.

7. MAINTENANCE AND CONDITION OF PREMISES

Lessee shall maintain the interior of the leased premises in a clean, safe, and orderly condition.

Lessee shall be responsible for routine custodial services and for any damage caused by Lessee, its employees, agents, customers, contractors, or invitees beyond ordinary wear and tear.

Lessee shall promptly notify the City of any condition requiring structural, electrical, plumbing, heating, or other significant building repair.

Lessee shall not perform or authorize major repairs or modifications to City property without prior written authorization from the City.

8. ALTERATIONS AND IMPROVEMENTS

Lessee shall not alter, improve, remodel, paint, install permanent fixtures, install signage, or otherwise modify the building or property without the prior written approval of the City.

Any approved permanent improvements shall become the property of the City upon termination of the Lease unless otherwise agreed to in writing.

9. COMPLIANCE WITH LAW

Lessee shall comply with all applicable federal, state, and local laws, ordinances, regulations, building requirements, fire codes, and health and safety requirements applicable to its use of the premises.

Lessee shall be responsible for obtaining any licenses or permits required for its operations.

10. INSURANCE

During the term of this Lease, Lessee shall maintain commercial general liability insurance with limits of not less than **\$1,000,000 per occurrence** and shall name the **City of Algonac, its elected and appointed officials, employees, agents, boards, commissions, and volunteers as additional insureds.**

Lessee shall provide the City with a Certificate of Insurance before taking possession of the premises and shall maintain the required coverage throughout the term of this Lease and any extension thereof.

Lessee shall be responsible for insuring its own equipment, furnishings, records, inventory, and other personal property located on the premises.

11. INDEMNIFICATION AND HOLD HARMLESS

To the extent permitted by law, Lessee shall indemnify, defend, and hold harmless the City of Algonac and its elected and appointed officials, employees, agents, boards, commissions, and volunteers from claims, damages, liabilities, costs, and expenses arising from Lessee's use or occupancy of the premises or the acts or omissions of Lessee, its employees, agents, contractors, customers, or invitees.

Nothing contained in this Lease shall be construed as a waiver of any governmental immunity or other defense available to the City under Michigan law.

12. ASSIGNMENT AND SUBLEASING

Lessee shall not assign this Lease, sublease any portion of the premises, or permit another business or organization to occupy the premises without the prior written approval of the City.

13. CITY ACCESS

The City Manager or authorized City representatives may enter the premises at reasonable times for inspection, maintenance, repair, or other legitimate municipal purposes.

In the event of an emergency, the City may enter the premises without prior notice.

For non-emergency inspections, the City shall provide reasonable advance notice when practicable.

14. DEFAULT

Lessee shall be considered in default if it fails to pay rent when due, violates the permitted-use provisions of this Lease, fails to maintain required insurance, or materially violates another provision of this Agreement.

Except when immediate action is necessary to protect public health, safety, or City property, the City shall provide written notice of the default and Lessee shall have thirty (30) days to cure the default.

If the default is not corrected within the applicable period, the City may terminate this Lease and pursue any remedies available by law.

15. TERMINATION

During the initial one-year term, this Lease may be terminated by mutual written agreement of the parties or as otherwise provided for default under this Lease.

During the month-to-month extension period, either party may terminate the Lease for any reason upon **thirty (30) days' written notice**.

Upon termination or expiration of this Lease, Lessee shall vacate the premises, remove its personal property, and return the premises to the City in substantially the same condition as received, ordinary wear and tear excepted.

16. DAMAGE OR DESTRUCTION

If the premises are substantially damaged by fire, storm, casualty, or another event so that they cannot reasonably be used for their intended purpose, either party may terminate this Lease upon written notice.

The City shall not be responsible for damage to or loss of Lessee's personal property, equipment, records, or other belongings except to the extent required by law.

17. NO PROPERTY INTEREST

This Agreement constitutes a lease only. Lessee shall acquire no ownership or other property interest in the building, land, or other City property as a result of this Agreement.

18. NOTICES

All notices required under this Lease shall be in writing.

Notices to the City shall be delivered to:

City Manager

City of Algonac

805 St. Clair River Drive

Algonac, Michigan 48001

Notices to Lessee shall be delivered to:

Champions Auto Ferry

3647 Pte Tremble Rd

Algonac, MI 48001

19. GOVERNING LAW

This Lease shall be governed by and interpreted in accordance with the laws of the **State of Michigan**.

20. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties regarding the leased premises.

No amendment, modification, or additional agreement shall be effective unless it is in writing and signed by authorized representatives of both parties.

21. AUTHORITY

The individuals signing this Lease represent that they have authority to execute the Agreement on behalf of their respective parties.

IN WITNESS WHEREOF

The parties have executed this Lease Agreement on the date first written above.

LESSOR:

CITY OF ALGONAC

a Michigan Municipal Corporation

By: _____

Rocky Gillis, Mayor

By: _____

Artie Bryson, City Manager

Date: _____

LESSEE:

CHAMPIONS AUTO FERRY

By: _____

Jacob Bryson

Title: _____

Date: _____



Business of the Algonac City Council

Item No: 11e
Meeting: 10.6.26

Agenda Statement

Item Title: Authorization for Recurring ACH and Automatic Payments

Submitted by: Artie Bryson, City Manager

Summary

The City regularly processes certain routine and recurring financial obligations through ACH or automatic electronic withdrawal. These payments include utilities, telecommunications, waste and recycling services, postage, employee benefits, payroll direct deposits, payroll taxes, and other payroll-related obligations.

To provide clear authorization, proper documentation, and appropriate internal controls, the City Treasurer is requesting City Council approval to continue processing recurring ACH and automatic payments for the following established obligations:

- DTE – Utilities
- Comcast – Internet/Telecommunications
- Emterra – Waste/Recycling Services
- Pitney Bowes – Postage/Mailing Services
- United States Postmaster – Postage/Mailing Services
- Health, FSA/HSA, Dental, Vision, Disability and Life Insurance Providers – Employee Benefits
- Payroll – Employee Direct Deposits, Payroll Taxes, Payroll Benefits and other payroll-related payments

The Treasurer will continue to review recurring payments and supporting invoices, when applicable, and all payments will be recorded in the City's accounting system and included in regular financial reporting.

This authorization does not authorize the establishment of automatic payments for new vendors or changes to existing vendor banking information without appropriate authorization and verification.

MOTION:

SECONDED BY:

Motion to authorize the City Treasurer to process recurring ACH and automatic payments for the vendors and obligations identified above, subject to the City's established financial controls and verification procedures.



805 St. Clair River Drive
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City Council

Mayor
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Councilman
Councilman
Councilwoman
Councilwoman
Councilman

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

To: City Manager, Artie Bryson
From: City Treasurer, Alysia Bugg
Subject: Authorization for Recurring ACH and Automatic Payments
Date: 9/2/2026

The City makes certain recurring payments to vendors through ACH or automatic electronic withdrawal. These payments are for routine, ongoing obligations where the vendor and payment arrangement are established and occur on a regular basis.

To provide appropriate oversight and documentation, approval is requested from the City Council for the Treasurer to continue processing recurring ACH and automatic payments to the vendors listed below.

Recurring Vendors

The following vendors are authorized for recurring ACH or automatic payments:

Vendor	Purpose
DTE	Utilities
Comcast	Internet/Telecommunications
Emterra	Waste/Recycling Services
Pitney Bowes	Postage/Mailing Services
United States Postmaster	Postage/Mailing Services
Health, FSA/HAS, Dental, Vision, Disability & Life Insurance Providers	Employee Benefits
Payroll	Employee Direct Deposits, Payroll Taxes, Payroll Benefits and Other Payroll-Related Payments

These payments are limited to legitimate, recurring expenses for services routinely provided to the City.

Internal Controls

The Treasurer will continue to review recurring payments and supporting invoices, when applicable, prior to payment or reconciliation. Payments will be recorded in the City's accounting system and included in the City's regular financial reporting.

This approval does **not** authorize the Treasurer to establish automatic payments for new vendors or to change banking information for an existing vendor without appropriate authorization and verification.

Any new recurring ACH arrangement or material change to an existing payment arrangement will be brought forward for appropriate approval.

Thank you,
Alysia Bugg
City Treasurer



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Councilwoman
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Councilman

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Michael Bembas
Ed Carter
Cathy Harris
Wendy Meldrum
Jacob Skarbek

ACH AND AUTOMATIC PAYMENT POLICY

Purpose

The purpose of this policy is to establish procedures and internal controls for payments made by the City of Algonac through Automated Clearing House (ACH), electronic funds transfer (EFT), automatic withdrawal, direct deposit, or other recurring electronic payment methods.

The policy is intended to allow the City to efficiently pay routine and recurring financial obligations while maintaining appropriate authorization, documentation, security, accountability, and oversight.

1. Authorized Recurring Payments

The City Treasurer is authorized to process recurring ACH, EFT, or automatic payments for established City obligations, including:

- **DTE** – Utilities
- **Comcast** – Internet/Telecommunications
- **Emterra** – Waste/Recycling Services
- **Pitney Bowes** – Postage/Mailing Services
- **United States Postmaster** – Postage/Mailing Services
- **Health, FSA/HSA, Dental, Vision, Disability and Life Insurance Providers** – Employee Benefits
- **Payroll** – Employee Direct Deposits, Payroll Taxes, Payroll Benefits and other payroll-related payments

These payments shall be limited to legitimate City expenses for established and recurring obligations.

2. Authorization

Recurring electronic payments may only be established for obligations that have been properly authorized in accordance with the City Charter, adopted budget, Purchasing and Asset Disposal

Policy, collective bargaining agreements, personnel policies, contracts, or other applicable City authorization.

Authorization to pay an obligation electronically does not constitute authorization for the underlying purchase or expenditure.

3. Treasurer Responsibilities

The City Treasurer, or authorized designee, shall:

1. Review supporting invoices, statements, payroll records, contracts, or other documentation when applicable.
2. Confirm that sufficient funds are available within the appropriate budgeted account.
3. Ensure that each electronic payment is recorded in the City's accounting system.
4. Maintain appropriate documentation supporting the payment.
5. Reconcile electronic payments to the City's bank accounts and accounting records.
6. Include electronic payments in the City's regular financial reporting and accounts payable reporting, when applicable.

4. New Vendors and Changes to Existing Arrangements

This policy does not authorize the establishment of recurring automatic payments for new vendors without appropriate authorization.

Any new recurring ACH or automatic payment arrangement or material change to an existing payment arrangement shall be reviewed and approved in accordance with the City's applicable purchasing and financial procedures.

Changes to vendor banking information shall be independently verified using previously established contact information or another reliable verification method before the banking information is changed.

Banking information shall **not** be changed solely based upon instructions received by email.

5. Internal Controls and Segregation of Duties

Whenever reasonably practicable, responsibility for initiating, approving, recording, and reconciling electronic payments shall be divided among more than one employee.

No employee shall knowingly approve an electronic payment payable to themselves, except for normal payroll or employee reimbursement transactions processed through the City's established payroll or accounts payable procedures.

The City Manager and Treasurer may establish additional administrative controls and procedures consistent with this policy.

6. Payroll and Employee Benefits

Electronic payments associated with payroll may include:

- Employee direct deposits;
- Federal, state, and local payroll taxes;
- Pension or retirement contributions;
- Health insurance premiums;
- FSA/HSA contributions;
- Dental and vision insurance;
- Disability and life insurance;
- Payroll deductions and benefits; and
- Other required payroll-related obligations.

Payroll-related ACH payments shall be supported by the applicable payroll records and reconciled to the City's payroll and accounting systems.

7. Documentation and Record Retention

Documentation supporting ACH and automatic payments shall be maintained in accordance with the City's record-retention requirements.

Electronic payment records shall provide sufficient information to identify the:

- Payee;
- Amount;
- Date;
- Purpose;
- Applicable fund and account; and
- Supporting invoice, statement, payroll record, contract, or other documentation when applicable.

8. Fraud Prevention

Employees responsible for electronic payments shall exercise reasonable precautions to protect the City's banking information and electronic payment credentials.

Requests to change payment instructions or vendor banking information shall be treated as potentially sensitive transactions and independently verified before implementation.

Suspected fraudulent or unauthorized electronic transactions shall be immediately reported to the City Treasurer and City Manager and, when appropriate, to the City's financial institution, insurer, auditor, legal counsel, or law enforcement.

9. Review

The City Treasurer and City Manager shall periodically review recurring electronic payment arrangements and may discontinue an automatic payment arrangement when it is no longer necessary or in the City's best interest.

The City Treasurer may recommend amendments to the list of recurring payments or to this policy as City operations change.

10. Effective Date

This policy shall become effective upon approval by the Algonac City Council.

Adopted by the Algonac City Council on October 6, 2026.



Business of the Algonac City Council

Item No: 11b
Meeting: 10.6.26

Agenda Statement

**Item Title: Piece to Peace Quilters – Additional Space Lease Agreement
Algonac Activity Center**

Submitted by: Artie Bryson, City Manager

Summary

Piece to Peace Quilters currently leases space within the Algonac Activity Center (NAC) and has requested to lease an additional room located north of the Washington Street entrance.

The proposed rental rate for the additional space is \$85 per month, with the lease generally following the same terms and conditions as the Quilters' existing agreement with the City.

Piece to Peace Quilters has been a positive community partner and responsible tenant at the NAC. Leasing the additional space will provide productive use of an available room, generate additional rental revenue, and support continued community activity at the facility.

Suggested Action

MOTION:

SECONDED BY:

Motion to approve the lease agreement between the City of Algonac and Piece to Peace Quilters for the additional room located north of the Washington Street entrance at the Algonac Activity Center at a rental rate of \$85 per month, and authorize the City Manager to execute the agreement.



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

City Council

Mayor
Mayor Pro Tem
Councilman
Councilman
Councilwoman
Councilwoman
Councilman

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

CITY OF ALGONAC MEMORANDUM

To: Mayor and City Council

From: Artie Bryson, City Manager

Date: September 30, 2026

Re: Additional Lease Space – Piece to Peace Quilters, Algonac Activity Center

I recommend that City Council approve leasing additional space within the Algonac Activity Center (NAC) to Piece to Peace Quilters.

Piece to Peace Quilters currently leases space within the NAC and has been a positive and active partner at the facility. The organization provides a valuable community activity, brings regular use to the Activity Center, and has demonstrated that it is a responsible tenant.

The Quilters have requested the use of an additional room located immediately north of the Washington Street entrance. The proposed rental rate for the additional space is **\$85 per month**, with the lease otherwise following the same terms and conditions as their existing agreement with the City.

Providing this additional space makes productive use of an available room within the NAC while generating additional rental revenue for the City. It also supports an organization that contributes to the community and continues to help build regular activity and participation at the NAC.

The City has been working to increase the utilization of the Activity Center by bringing together community organizations, recreational activities, educational opportunities, and other compatible uses. Expanding Piece to Peace Quilters' presence at the facility is consistent with that goal.

For these reasons, I recommend that City Council approve the additional lease agreement with Piece to Peace Quilters at a rental rate of **\$85 per month**.

Artie Bryson
City Manager

NEIGHBORHOOD ACTIVITY CENTER (NAC)

Lease Agreement

THIS LEASE AGREEMENT made this _____ day of _____, 2026, by and between CITY OF ALGONAC, a Michigan Municipal Corporation, whose address is 805 St. Clair River Drive, Algonac, MI 48001, hereinafter referred to as "Lessor", and PIECE TO PEACE QUILTERS, whose mailing address is 814 State St., Algonac, MI 48001, hereinafter referred to as "Lessee".

LESSOR DOES HEREBY LEASE TO LESSEE the following specific area of the Neighborhood Activity Center, located at 1216 St. Clair Boulevard, Algonac, MI 48001, to-wit: **ROOM LOCATED IMMEDIATELY NORTH OF THE WASHINGTON STREET ENTRANCE**, and other areas as needed for special projects.

This Lease is for additional space and is separate from Lessee's existing lease for the former library area. All other terms and conditions are intended to remain the same as Lessee's existing lease unless specifically modified herein.

WHEREFORE, Lessor and Lessee agree as follows:

1. Term: This Lease shall be for a term beginning the 1st day of October, 2026 and continuing in effect for a period of one (1) year from said date.

2. LESSEE Covenants:

A. To pay Lessor the sum of **\$85.00 dollars** per month, commencing the 1st day of October, 2026, and a like sum on the day of each and every month thereafter during the term of this Lease; **PAYMENT SHALL BE PAID DELIVERED OR MAILED** to the address above and payment shall be made payable to the order of "City of Algonac." Payment shall be sent and be delivered by the 5th of every month.

B. To use and occupy leased premises for the purpose of promoting the craft and art of quilts, quilt making, sewing and fiber arts and passing along the tradition to members and to the wider community and other events associated with said crafts and arts, including other quilt groups occasionally in the area and community, including, but not limited to, Woman's Life and the St. Clair County Quilt Trail.

C. Lessee shall not alter, improve or decorate the premises or install any signs, fixtures, wall hangings, wallpaper, paint, or equipment, without prior written consent of Lessor.

D. To cooperate in keeping the leased premises in accordance with all police, sanitary and other regulations imposed by any government authority.

E. Lessee is entitled to possession and non-exclusive use of the above-mentioned premises and for no other purpose. It is understood and agreed that Lessor retains the right to use the Activity Center premises for meetings, hearings, polling location, and such other uses as Lessor shall, in its sole discretion, deem necessary. It is further understood and agreed that Lessor use of the premises shall have priority over Lessee use, and that Lessee shall provide Lessor with a schedule of all proposed activities, with dates and times, on the 1st of the month.

F. To observe all reasonable regulations and requirements of underwriters concerning use and condition of the leased premises tending to reduce fire hazards and insurance rates and not to permit nor allow rubbish, waste materials or products to accumulate on the premises. Lessee is to be provided a copy of the regulations and requirements at the time of the execution of this Lease.

G. To provide insurance coverage for any Lessee's equipment or employed staff of Lessee located on the leased premises.

H. Lessee will procure and keep in effect during the term hereof, liability and property damage insurance for the benefit of the Lessor and Lessee in the minimum sum of ONE MILLION DOLLARS (\$1,000,000) from any one occurrence, and TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) worth of coverage for Damage to Rented Premises any one occurrence. The Lessee shall obtain, and provide proof to Lessor, a Certificate of Insurance with the City added as additional insured status for no less than the amount stated above. The description shall read – The City of Algonac,

including all elected and appointed officials, all employees and volunteers, boards, commissions, and/or authorities and their board members, are added as additional insured for the use of the "Activity Center" per written contract.

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

3. LESSOR Covenants:

A. Lessee shall and may peaceably and quietly have, hold and enjoy the leased premises for the stated term, including the use of parking lot and lavatories upon payment of rental and performing Lessee covenants.

B. To provide custodial and building maintenance in common areas, including but not limited to bathroom supplies and janitorial services, and keep leased premises in good order and repair.

C. To always provide for standard form fire insurance on the building, which insurance shall not allow for any claim against Lessee by Lessor's insurer.

D. If the leased premises become wholly untenable through damage or destruction by fire or other causes, this Agreement shall be void; if partially untenable, Lessor shall repair the same with all reasonable speed and the obligation of the Lessee to pay the monthly rental shall be abated during time of such repairs. Notwithstanding, if any part of the premises becomes untenable as a result of any grossly negligent or intentional acts of Lessee, Lessee shall remain liable for full rents during the term of this Lease.

E. Lessor shall allow Lessee to install lockers and shelving for the storage of materials and machines used for sewing/quilting that are on the premises. Lessor shall also allow Lessee to leave some materials, supplies, and machines in one location when activities are not occurring, and Lessee shall be solely responsible for loss of said things.

F. Lessor shall also provide Lessee its intended use of the premises for functions such as meetings, hearings, polling, voting, and other governmental functions one month in advance.

4. MUTUAL Covenants:

A. Lessor and Lessee acknowledge that the purpose of this Lease is to provide the residents of Algonac and nearby communities with the opportunity to participate in social activities in a nondiscriminatory and efficient manner.

B. This Agreement is a contract of leasing only and Lessee shall not acquire any interest in the leased premises.

C. Lessee shall not assign its interest under this Agreement without the prior written consent of Lessor.

D. Lessee shall be in default under this Agreement for failure to make rental payment or to perform any other covenant of Lessee, provided that said default continues without cure for thirty (30) days following Lessee's receipt of written notice.

E. In addition to other remedies which may be available to Lessor, upon the occurrence of Lessee's non-cured default as described herein, Lessor may terminate this Agreement upon 30 days written notice to Lessee.

F. The Lessor and Lessee do hereby release and discharge each other and the respective officers, agents, employees and/or representatives of either party from liability to the extent that injury to person or property is wholly compensated by insurance.

G. Notwithstanding anything contained herein to the contrary, either party hereto may terminate this Lease Agreement, for any reason whatsoever, with 120 days' notice to the other party by registered or certified mail, with return receipt requested. Notice to Lessor shall be sent to City Manager at the address above. Notice to Lessee shall be sent to: Jan Evans, 814 State St., Algonac, MI 48001.

H. Neither of the parties hereto shall be entitled to record any original or executed copies of this Lease Agreement with the Register of Deeds for the County of St. Clair, State of Michigan.

5. ENTIRE AGREEMENT:

A. Option to Renew. Providing Lessee is not in default under the terms of this agreement, Lessor shall grant a lease extension, terms and conditions negotiable. Lessee agrees to give Lessor written notice of its intent to extend this Lease not less than forty-five (45) days prior to the end of the term of this Lease or any extensions thereof.

B. Lessor, and the agents and employees of Lessor, may enter the premises at any time without prior notice in the event of an emergency maintenance issue. For non-emergency matters, Lessor shall provide at least forty-eight (48) hours' notice to Lessee (to Jan Evans by email at jevans3643@aol.com and by phone at 586-206-9726) of its intent to enter the premises for the purpose of inspection and to determine whether the premises are being kept in good repair and maintenance in accordance with the terms of this Lease.

C. Neither party shall be responsible for any failure of performance of any of its obligations under this Lease, where the failure is due to force majeure. For purposes of this Lease, the term "force majeure" is defined as any act of God, act of public enemy, strike, fire, storm, flood, civil disturbance, tornado, or other causes beyond the control of either party.

D. This Agreement shall be governed by laws of the State of Michigan.

E. There are no understandings, agreements, representations or warranties, express or implied, other than those that may be set forth in a written and signed addendum.

6. WAIVER OF LIABILITY & HOLD HARMLESS AGREEMENT:

A. LESSEE shall indemnify and hold harmless the LESSOR from any liability for damages to any person or property occurring on or near the leased premises and arising out of the activity of the LESSEE, providing nothing herein shall be construed as a waiver of governmental immunity or other legal defense by LESSEE. This paragraph does not release LESSOR from liability resulting from LESSOR's actions or legal obligations.

B. In consideration for receiving permission to use the Neighborhood Activity Center, ("the Facility") LESSEE shall indemnify LESSOR and its agents and employees against all claims arising out of any injury or death to persons, or damage to property, sustained as a result of acts or omissions of the LESSEE, the LESSEE's guests, customers, invitees and employees. LESSEE shall defend any action brought against the LESSOR for any of LESSEE's agents or employees acts based upon any alleged injury or damage at the premises, and LESSEE shall pay all costs, including attorney fees resulting from any such action. LESSEE shall at all times indemnify LESSOR against any resulting judgments.

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

A. LESSEE and LESSOR have read, understand, and are signing it voluntarily.

B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made.

C. LESSEE and LESSOR execute this Agreement for full, adequate and complete consideration fully intending to be bound by same; and

D. LESSEE has full legal authority of the PIECE to PEACE Quilters to sign this Agreement; and that LESSOR has full legal authority of the City of Algonac to sign this Agreement.

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

Lessor:

CITY OF ALGONAC, a Michigan Municipal Corporation

By: _____

Rocky Gillis, Mayor

By: _____
City Clerk

Lessee:
PIECE TO PEACE QUILTERS

By: _____
Jan Evans, President



Business of the Algonac City Council

Item No: 11g
Meeting: 10.6.26

Agenda Statement

Item Title: Murals and More LLC – Algonac Activity Center Lease Agreement

Submitted by: Artie Bryson, City Manager

Summary

Murals and More LLC has requested to lease Room #7, located on the north side of the St. Clair Boulevard entrance of the Algonac Activity Center, for a period of one year at \$85 per month.

The space would be used for arts and crafts programming, including free after-school art classes for children, fee-based adult art classes, artist workspace, and related activities.

The proposed rental rate was compared with the City's existing lease with Piece to Peace Quilters, which pays \$150 per month for space approximately three times the size of the proposed Murals and More space.

Disclosure: Janice DeMonte, owner of Murals and More LLC, is the fiancée of City Manager Artie Bryson. This relationship is being disclosed to City Council prior to its consideration of the lease. The City Manager will not participate in Council's deliberation or decision regarding approval of the lease. City Council will independently consider whether the proposed lease and rental rate are in the City's best interest.

The proposed lease would provide productive use of available space at the Algonac Activity Center, generate rental revenue for the City, and provide additional arts programming for the community.

MOTION:

SECONDED BY:

Motion to approve the one-year Neighborhood Activity Center Lease Agreement between the City of Algonac and Murals and More LLC for Room #7 at a rental rate of \$85 per month and authorize the appropriate City officials to execute the agreement



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

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

MEMORANDUM

To: Mayor and City Council
From: Artie Bryson, City Manager
Date: September 23, 2026
Re: Murals and More LLC – Algonac Activity Center Lease

I am recommending that City Council consider approval of a one-year lease agreement with Murals and More LLC for Room #7, located on the north side of the St. Clair Boulevard entrance of the Algonac Activity Center.

Under the proposed agreement, Murals and More LLC would lease the room for **\$85 per month**. The space would be used for arts and crafts programming, including free after-school art classes for children, fee-based adult art classes, workspace for artists, and other related activities.

In determining the proposed rental rate, I compared the space with the City's existing lease with Piece to Peace Quilters. Piece to Peace currently pays **\$150 per month** for space approximately three times the size of the room proposed for Murals and More. Based on the size of the room, its intended use, and the community programming being offered, I believe the proposed \$85 monthly rental rate is reasonable.

Disclosure

For full transparency, **Janice DeMonte, owner of Murals and More LLC, is my fiancée.**

Because of this relationship, I am disclosing it to City Council before Council considers the proposed lease. Although I am providing the background information concerning the proposed use of the space and the basis for the rental rate, **I will not participate in Council's deliberation or decision regarding approval of the lease.** Council should independently review the proposed agreement and determine whether approval is in the City's best interest.

The proposed lease provides an opportunity to put available space within the Activity Center to productive use, generate rental revenue, and provide additional arts programming for the community, including free opportunities for local children.

I recommend that the proposed lease be presented to City Council for its independent consideration and approval.

Artie Bryson
City Manager



ALGONAC ACTIVITY CENTER

Lease Agreement

THIS LEASE AGREEMENT made this _____ day of _____ 2026, by and between CITY OF ALGONAC, a Michigan Municipal Corporation, whose address is 805 St. Clair River Drive, Algonac, MI 48001, hereinafter referred to as "Lessor", and MURALS AND MORE LLC, whose mailing address is _____, hereinafter referred to as "Lessee".

LESSOR DOES HEREBY LEASE TO LESSEE the following specific area of the Algonac Activity Center, located at 1216 St. Clair Boulevard, Algonac, MI 48001, to-wit: ROOM #7 ON THE NORTH SIDE OF THE ST. CLAIR BOULEVARD ENTRANCE, and other areas only as may be approved by Lessor for special projects.

WHEREFORE, Lessor and Lessee agree as follows:

1. Term: This Lease shall be for a term beginning the 1st day of _____, 2026 and continuing in effect for a period of one (1) year from said date.
2. LESSEE Covenants:
 - A. To pay Lessor the sum of \$85.00 dollars per month, commencing the 1st day of _____, 2026, and a like sum on the day of each and every month thereafter during the term of this Lease; PAYMENT SHALL BE PAID DELIVERED OR MAILED TO the address above and payment shall be made payable to the order of "City of Algonac." Payment shall be sent and be delivered by the 5th of every month.
 - B. To use and occupy the leased premises for the purpose of promoting local arts and crafts within the City of Algonac and surrounding community. Lessee may use the premises to provide free after-school arts and crafts classes for children; provide adult arts and crafts classes to the general public, including classes offered for a fee or for profit; and provide workspace for local artists to create, develop, and display their work. The premises may also be used for other activities and events related to the promotion of local arts, crafts, and creative activities, subject to the terms of this Agreement.
 - C. Lessee shall not alter, improve or decorate the premises or install any signs, fixtures, wall hangings, wallpaper, paint, or equipment, without prior written consent of Lessor.
 - D. To cooperate in keeping the leased premises in accordance with all police, sanitary and other regulations imposed by any government authority.
 - E. Lessee is entitled to possession and non-exclusive use of the above-mentioned premises and for no other purpose. It is understood and agreed that Lessor retains the right to use the Activity Center premises for meetings, hearings, polling location, and such other uses as Lessor shall, in its sole

discretion, deem necessary. It is further understood and agreed that Lessor use of the premises shall have priority over Lessee use.

- F. To observe all reasonable regulations and requirements of underwriters concerning use and condition of the leased premises tending to reduce fire hazards and insurance rates and not to permit nor allow rubbish, waste materials or products to accumulate on the premises. Lessee is to be provided a copy of the regulations and requirements at the time of the execution of this Lease.
- G. To provide insurance coverage for any equipment or employed staff located on the leased premises.
- H. Lessee will procure and keep in effect during the term hereof, liability and property damage insurance for the benefit of the lessor in the minimum sum of ONE MILLION DOLLARS (\$1,000,000) from any one occurrence, and TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) worth of coverage for Damage to Rented Premises any one occurrence. The City shall obtain a Certificate of Insurance with the City added as additional insured status for no less than the amount stated above. The description shall read - The City of Algonac, including all elected and appointed officials, all employees and volunteers, boards, commissions, and/or authorities and their board members, are added as additional insured for the use of the "Activity Center" per written contract.
- I. To provide custodial and building maintenance in the specific leased areas, including but not limited to bathroom supplies and janitorial services, and keep leased premises in good order and repair; it is recognized that there is only two bathroom areas in the common area of the building.

3. LESSOR Covenants:

- A. Lessee shall and may peacefully and quietly have, hold and enjoy the leased premises for the stated term, including the use of parking lot and lavatories upon payment of rental and performing Lessee covenants.
- B. To provide custodial and building maintenance in common areas, including but not limited to bathroom supplies and janitorial services, and keep leased premises in good order and repair.
- C. To always provide for standard form fire insurance on the building, which insurance shall not allow for any claim against Lessee by Lessor's insurer.
- D. If the leased premises become wholly untenable through damage or destruction by fire or other causes, this Agreement shall be void; if partially untenable, Lessor shall repair the same with all reasonable speed and the obligation of the Lessee to pay the monthly rental shall be abated during time of such repairs. Notwithstanding, if any part of the premises becomes

untenantable as a result of any grossly negligent or intentional acts of Lessee, Lessee shall remain liable for full rents during the term of this Lease.

- E. Lessor shall allow Lessee to install shelving, cabinets, and other reasonable storage for art and craft materials, supplies, tools, and equipment used in connection with Lessee's activities. Lessor shall also allow Lessee to store art supplies, materials, tools, equipment, and works in progress within the leased premises when activities are not occurring. Lessee shall be solely responsible for the security of and any loss or damage to such items.
- F. Lessor shall also provide Lessee its intended use of the premises for functions such as meetings, hearings, polling, voting, and other governmental functions one month in advance.

4. MUTUAL Covenants:

- A. Lessor and Lessee acknowledge that the purpose of this Lease is to provide the residents of Algonac and nearby communities with the opportunity to participate in social activities in a nondiscriminatory and efficient manner.
- B. This Agreement is a contract of leasing only and Lessee shall not acquire any interest in the leased premises.
- C. Lessee shall not assign its interest under this Agreement without the prior written consent of Lessor.
- D. Lessee shall be in default under this Agreement for failure to make rental payment or to perform any other covenant of Lessee, provided that said default continues without cure for thirty (30) days following Lessee's receipt of written notice.
- E. In addition to other remedies which may be available to Lessor, upon the occurrence of Lessee's non-cured default as described herein, Lessor may terminate this Agreement upon 30 days written notice to Lessee.
- F. The Lessor and Lessee do hereby release and discharge each other and the respective officers, agents, employees and/or representatives of either party from liability to the extent that injury to person or property is wholly compensated by insurance.
- G. Notwithstanding anything contained herein to the contrary, either party hereto may terminate this Lease Agreement, for any reason whatsoever, with 120 days' notice to the other party by registered or certified mail, with return receipt requested. Notice to Lessor shall be sent to City Manager at the address above. Notice to Lessee shall be sent to: Murals and More, LLC, 368 Greenwood, Rd., Algonac, MI 48001.
- H. Neither of the parties hereto shall be entitled to record any original or executed copies of this Lease Agreement with the Register of Deeds for the County of St. Clair, State of Michigan.

5. ENTIRE AGREEMENT:

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

6. WAIVER OF LIABILITY & HOLD HARMLESS AGREEMENT:

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

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

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

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

Lessor:

CITY OF ALGONAC, a Michigan Municipal
Corporation

By:

Rocky Gillis, Mayor

By:

Artie Bryson, City Manager

Lessee:

MURALS AND MORE LLC

Name/Title: _____

Janice DeMonte, President



Business of the Algonac City Council

Item No: 11b
Meeting: 10.6.26

Agenda Statement

Item Title: Approval of Bills Payable

Submitted by: Artie Bryson, City Manager

Summary

The attached bills payable report has been prepared for City Council review and approval. The report includes the following:

- Accounts Payable: \$1,336,912.26
- Payroll: \$107,177.09
- Total Bills Payable: \$1,444,089.35

The expenditures represent City obligations and payroll processed through the normal course of City operations.

MOTION:

SECONDED BY:

Motion to approve the Accounts Payable and Payroll in the total amount of \$1,444,089.35, as presented.

TO: ALGONAC CITY COUNCIL				10/6/2026			Item #12
FROM: Alysia Bugg, Treasurer							
9/30/2026							
BANK ACCOUNT		DATES	CHECK NUMBERS	AMOUNT	TOTAL		
AP		9/16/2026	54501-54504	\$ 15,064.50			
AP		9/30/2026	54505-54555	\$ 104,180.00			
TAX		9/24/2026	6708-6711	\$ 1,124,909.11			
EFT		8/27/2026	523-524(E)	\$ 2,247.06			
EFT		9/3/2026	525(E)	\$ 6,230.58			
EFT		9/11/2026	526-527(E)	\$ 46,987.10			
EFT		9/7/2026	528-529(E)	\$ 32,214.56			
EFT		9/14/2026	530(E)	\$ 221.85			
EFT		9/16/2026	531(E)	\$ 95.51			
EFT		9/18/2026	532-533(E)	\$ 3,965.41			
EFT		9/23/2026	534-535(E)	\$ 796.58			
				\$ 1,336,912.26			
PAYROLL		DATES	CHECK NUMBERS	AMOUNT			
Direct Deposits		9/11/2026	DD14474-DD14511	\$ 34,997.93			
Checks		9/11/2026	32478-32480	\$ 579.21			
EFT		9/11/2026	#1084	\$ 1,886.90			
EFT		9/16/2024	#1085	\$ 10,563.39			
EFT		9/25/2026	DD14512-DD14527	\$ 26,445.63			
EFT		9/25/2026	32481	\$ 507.46			
EFT		9/25/2026	#1086	\$ 1,345.17			
EFT		9/28/2026	#1087-1089	\$ 22,024.91			
EFT		9/30/2026	1090	\$ 8,826.49			
				\$ 107,177.09			
Assuming Council approves all transactions, the following motion would be in order:							
Resolved, that the City Council approves accounts payable and payroll as submitted for a total of:							
			Direct Deposit	\$34,997.93			
			Total Payroll #1253	\$ 53,142.09			
			Direct Deposit	\$ 26,445.63			
			Total Payroll #1254	\$ 54,782.36			



**Business of the
Algonac City Council**

Item No: 15
Meeting: 10.6.26

**Agenda Statement
CONFIDENTIAL – ATTORNEY-CLIENT PRIVILEGED
COMMUNICATION / CLOSED SESSION MATERIAL**

**Item Title: Consideration of Confidential Attorney-Client Privileged
Communication Pursuant to MCL 15.268(1)(h)**

Submitted by: Artie Bryson, City Manager

Summary

To go into closed session.

Suggested Action

MOTION:

SECONDED BY:

**Move to enter into closed session pursuant to MCL 15.268(1)(h) to
consider material exempt from discussion or disclosure by state or
federal statute, specifically a confidential attorney-client privileged
communication from the City Attorney dated September 8, 2026.**