



REGULAR MEETING OF THE PORT HURON CITY COUNCIL

Municipal Office Center
Public Meeting Room
100 McMorran Blvd.
Port Huron, MI 48060
810-984-9725
www.porthuron.org

Monday, June 22, 2026

6:00 PM

Agenda

A. CALL TO ORDER -

B. ROLL CALL -

Mayor Anita R. Ashford
Mayor Pro-Tem Sherry L. Archibald
Councilmember Conrad L. Haremza
Councilmember Teri Lamb
Councilmember Robert L. Mosurak
Councilmember Barbara L. Payton
Councilmember Jeffrey R. Pemberton

C. MINUTES -

1. Regular City Council Meeting - June 8, 2026 6:00 PM

D. PRESENTATIONS -

1. Proclamation to recognize the month of June as LGBTQIA+ Pride Month.
2. City Manager, James Freed, will present an honorary plaque to Deputy City Manager, Cynthia Broomfield, in recognition of her eight years of dedicated service to the City of Port Huron.

E. PUBLIC HEARINGS -

1. PH #26-005: To hear comments on the continuation of the downtown special assessment district for the ongoing maintenance of the Huron Avenue streetscape project. Following the hearing, Council considered adoption of the resolution to continue the special assessment district.
2. PH #26-006: To hear comments on the continuation of the downtown special assessment district for the ongoing maintenance of the Military Street streetscape project. Following the hearing, Council considered adoption of the resolution to continue the special assessment district.

F. PUBLIC COMMENT (City residents/business owners only) -

The Chair will recognize each City resident or City business owner who signed up by calling their name. Speakers may address the City Council on any agenda item or any matter under the City's jurisdiction. Speakers are allotted one, four-minute opportunity to make their comments.

G. CITY MANAGER'S REPORT & COMMENT -

1. City Manager's Administrative Report - June 2026

H. CONSENT AGENDA -

Agenda items considered routine are marked with an asterisk () and will be considered for adoption by one motion with no separate discussion. A councilmember can request an item be removed from the consent agenda and the item will be considered in its normal sequence. The Mayor will announce those items adopted under the consent agenda.*

I. COMMUNICATIONS & PETITIONS -

- *1. Receive and file notification from the Michigan Liquor Control Commission that a new application has been received from WSH&R, LLC, located at 207 Water Street.

J. FROM THE CITY MANAGER -

1. FCM #26-025: Approving the bid from Raymond Excavating Company in the amount of \$457,855.00 for the south water tower control valve replacement. (Water Fund)
2. FCM #26-026: Approving amendments to the 2025-2026 budget for end of the year adjustments.
- *3. FCM #26-027: Receive and file notification that Dale Hemmila has been reappointed by the City Manager to the Port Huron Housing Commission with a term to expire on June 30, 2031.

K. RESOLUTIONS -

1. RES #26-081: Approving the agreement with BMJ Engineers and Surveyors, Inc., for professional design and construction engineering services for the 24th Street and Elmwood Area Resurfacing project. (Streets Fund)
2. RES #26-082: Authorizing issuance of Sewage Disposal System Revenue Bonds.
3. RES #26-083: Approving the lease agreement with the Community Foundation of St. Clair County for the purposes of lease space at 310 Huron Avenue for the Discovery

City Children's Museum.

- *4. RES #26-084: Approving clerical and typographic errors to the adopted annual City budget for the fiscal year beginning July 1, 2026.
- *5. RES #26-085: Certifying the delegates to serve at the 2026 Municipal Employees Retirement System of Michigan Annual Meeting in accordance with the Municipal Employees Retirement Act of 1984, as amended.
- *6. RES #26-086: Approving the reappointment of Bill Johnson (Licensed Tradesman) and James Watson (Master Plumber) to the Construction Board of Appeals for terms to expire June 30, 2029.
- *7. RES #26-087: Confirming and approving single lot special assessment for a large brush and branch pickup in the right-of-way.

L. ORDINANCES -

- 1. ORD #26-004: SECOND READING AND ENACTMENT: An ordinance to amend Chapter 12, Businesses, of the Port Huron Code of Ordinances, for the purpose of adding Article XV, an article to establish licensing and other operational regulations for virtual currency machines and associated devices.

M. PUBLIC COMMENT (Non-residents) -

The Chair will recognize each non-resident who signed up by calling their name. Speakers may address the City Council on any agenda item or any matter under the City's jurisdiction. Speakers are allotted one, four-minute opportunity to make their comments.

N. ANNOUNCEMENTS -

- 1. City offices will be closed on Friday, July 3 in observance of Independence Day.

O. ADJOURNMENT -

James R. Freed, City Manager

The City of Port Huron complies with the Americans with Disabilities Act and Title VI. If auxiliary aids, language assistance, or other services are required at a public meeting, please contact the Port Huron City Clerk, 100 McMorran Blvd., Port Huron, Michigan 48060, 810-984-9725 Ext. 0, at least three (3) business days prior to any such meetings.



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Monday, June 8, 2026

6:00 PM

Minutes

A. CALL TO ORDER -

Mayor Anita R. Ashford called the meeting to order at 6:00 PM

B. ROLL CALL -

PRESENT: Anita Ashford; Sherry Archibald; Teri Lamb; Robert Mosurak; Barbara Payton; Jeffrey Pemberton.

ABSENT: Conrad Haremza.

C. MINUTES -

1. Regular City Council Meeting - May 26, 2026 6:00 PM

RESULT:	ACCEPTED AS SUBMITTED [UNANIMOUS]
MOVER:	Teri Lamb, Councilmember
SECONDER:	Jeffrey Pemberton, Councilmember
YES:	Ashford, Archibald, Lamb, Mosurak, Payton, Pemberton
ABSENT:	Haremza

D. PUBLIC HEARINGS -

1. PH #26-004: To hear comments on the substantial amendment to the 2021 Annual Action Plan and HOME-ARP Allocation Plan to reallocate funds to tenant-based rental assistance. Following the hearing, Council will consider a resolution to adopt the amendment.

The Mayor announced that this was the time to hear comments on the public hearing.

No one appeared to be heard.

At this point, the Mayor declared the hearing closed and the motion to approve the amendment follows:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Robert Mosurak, Councilmember
SECONDER:	Sherry Archibald, Mayor Pro-Tem
YES:	Ashford, Archibald, Lamb, Mosurak, Payton, Pemberton
ABSENT:	Haremza

E. PUBLIC COMMENT (City residents/business owners only) -

Breezy Wallace commented on traffic concerns within the Lightship Neighborhood, noting that the street is frequently used as a through route to access the waterfront. She stated that the existing crosswalk has not been as effective as anticipated and expressed a desire for additional traffic-calming measures to improve pedestrian safety in the area.

Bruce Morrison also commented on traffic concerns within the Lightship Neighborhood. He expressed support for implementing a road diet on Prospect Place by eliminating the center turning lane and adding bicycle lanes on both sides of the roadway.

B. Williams commented on what he described as a false arrest and expressed concerns regarding unequal treatment within the City. He stated his belief that certain individuals and groups receive preferential protection, while others do not, and asserted that such protection only changes when those individuals offend the wrong person.

Luke Wallace also commented on traffic concerns within the Lightship Neighborhood, stating that the issues are not merely intermittent but occur on a regular basis. He noted that the streets are excessively wide, which makes drivers feel more comfortable traveling at higher speeds. He suggested that reducing the width of the roadway could discourage speeding by making motorists less comfortable taking such risks.

Brandon Huntoon commented on issues with speeding, excessive vehicle noise, and heavy traffic volumes along Prospect Place and Thomas Edison Parkway. He stated that while he appreciates the efforts the City has already made, many residents still feel the problems have not been adequately addressed. He expressed support for moving beyond discussion and implementing pilot traffic-calming measures to improve safety and accessibility for bicyclists and pedestrians.

Claire Huntoon stated that she would like her children to have the freedom to move safely throughout the Lightship Neighborhood. She expressed support for adding more bike infrastructure that is equitable and accessible to all residents, and indicated interest in the neighborhood working with the City to develop and pilot potential improvements in the area.

F. CITY MANAGER'S REPORT & COMMENT -

G. CONSENT AGENDA -

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Archibald, Mayor Pro-Tem
SECONDER:	Teri Lamb, Councilmember
YES:	Ashford, Archibald, Lamb, Mosurak, Payton, Pemberton
ABSENT:	Haremza

H. FROM THE CITY MANAGER -

1. FCM #26-023: Accepting the bid from Union Properties Construction, LLC, in the amount of \$195,841.15, along with a recommended additional 10% construction contingency, for renovations to Fire Station 4, located at 3114 24th Street. (ARPA Funds)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeffrey Pemberton, Councilmember
SECONDER:	Robert Mosurak, Councilmember
YES:	Ashford, Archibald, Lamb, Mosurak, Payton, Pemberton
ABSENT:	Haremza

2. FCM #26-024: Receive and file the Quarterly Financial Report for the nine-month period ending March 31, 2026.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Archibald, Mayor Pro-Tem
SECONDER:	Jeffrey Pemberton, Councilmember
YES:	Ashford, Archibald, Lamb, Mosurak, Payton, Pemberton
ABSENT:	Haremza

I. RESOLUTIONS -

1. RES #26-073: Authorizing Thirteen (13) payments.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sherry Archibald, Mayor Pro-Tem
SECONDER:	Robert Mosurak, Councilmember
YES:	Ashford, Archibald, Lamb, Mosurak, Payton, Pemberton
ABSENT:	Haremza

2. RES #26-074: Approving the HOME-ARP agreement amendment with Blue Water Community Action for the purpose of providing tenant-based rental assistance.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeffrey Pemberton, Councilmember
SECONDER:	Teri Lamb, Councilmember
YES:	Ashford, Archibald, Lamb, Mosurak, Payton, Pemberton
ABSENT:	Haremza

3. RES #26-076: Approving the City of Port Huron Decorative Crosswalk Art Policy.

RESULT:	REJECTED
MOVER:	Barbara Payton, Councilmember
SECONDER:	Sherry Archibald, Mayor Pro-Tem
YES:	Archibald, Payton
NO:	Ashford, Lamb, Mosurak, Pemberton
ABSENT:	Haremza

4. RES #26-077: Approving the creation of the South Park Social District for consideration by the Michigan Liquor License Control Commission to be located in Port Huron's southside generally from the Lincoln Park Scenic Turnout to south of Buena Vista.

RESULT:	ADOPTED
MOVER:	Sherry Archibald, Mayor Pro-Tem
SECONDER:	Robert Mosurak, Councilmember
YES:	Archibald, Lamb, Mosurak, Pemberton
NO:	Ashford, Payton
ABSENT:	Haremza

- *5. RES #26-078: Approving the Participation Agreement with the CLEMIS Authority to provide information technology services for the Courts and Law Enforcement Management Information System, commonly known as CLEMIS.

RESULT:	ADOPTED BY CONSENT [UNANIMOUS]
MOVER:	Sherry Archibald, Mayor Pro-Tem
SECONDER:	Teri Lamb, Councilmember
YES:	Ashford, Archibald, Lamb, Mosurak, Payton, Pemberton
ABSENT:	Haremza

- *6. RES #26-079: Scheduling a public hearing for June 22, 2026, to hear comments from all persons interested in the maintenance costs of the Military Street streetscape project (from the south side of Black River to the north side of Court Street) and approving the various resolutions for the declaration of and preparation of a special assessment roll and other matters associated with the special assessment district.

RESULT:	ADOPTED BY CONSENT [UNANIMOUS]
MOVER:	Sherry Archibald, Mayor Pro-Tem
SECONDER:	Teri Lamb, Councilmember
YES:	Ashford, Archibald, Lamb, Mosurak, Payton, Pemberton
ABSENT:	Haremza

- *7. RES #26-080: Scheduling a public hearing for June 22, 2026, to hear comments from all persons interested in the maintenance costs of the Huron Avenue streetscape project (from the north side of Black River to the south side of McMorran Boulevard) and approving the various resolutions for the declaration of and preparation of a special assessment roll and other matters associated with the special assessment district.

RESULT:	ADOPTED BY CONSENT [UNANIMOUS]
MOVER:	Sherry Archibald, Mayor Pro-Tem
SECONDER:	Teri Lamb, Councilmember
YES:	Ashford, Archibald, Lamb, Mosurak, Payton, Pemberton
ABSENT:	Haremza

J. ORDINANCES -

1. ORD #26-004: FIRST READING: An ordinance to amend Chapter 12, Businesses, of the Port Huron Code of Ordinances, for the purpose of adding Article XV, an article to establish licensing and other operational regulations for virtual currency machines and associated devices.

RESULT:	FIRST READING - SEE NEXT MEETING [UNANIMOUS]
MOVER:	Jeffrey Pemberton, Councilmember
SECONDER:	Teri Lamb, Councilmember
YES:	Ashford, Archibald, Lamb, Mosurak, Payton, Pemberton
ABSENT:	Haremza

K. PUBLIC COMMENT (Non-residents) -

No one appeared to be heard.

L. ANNOUNCEMENTS -

1. City Offices will be closed on Friday, June 19 in observance of Juneteenth.

M. ADJOURNMENT -

On Motion, the meeting was adjourned at 6:56 PM

Cyndee M. Jonseck, CMC, MiPMC
City Clerk

To hear comments on the continuation of the downtown special assessment district for the ongoing maintenance of the Huron Avenue streetscape project. Following the hearing, Council considered adoption of the resolution to continue the special assessment district.

WHEREAS, the City Council has met after due and legal notice and heard all persons to be affected by the maintenance for the streetscape project and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the maintenance for the streetscape project described as follows: **Along Huron Avenue from the north side of Black River to the south side of McMorran Boulevard**; and

WHEREAS, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Council deems it advisable to proceed with said assessment and deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcels of land assessed; and

WHEREAS, the Council has not received written objection by owners of more than one-half (½) of the property to be assessed;

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council hereby determines to defray the cost of maintaining the streetscape project by special assessment upon the property specially benefited in proportion to the benefits to be derived.
2. The City Council hereby approves the estimates of cost of maintaining the aforesaid streetscape project for the 2026-2027 fiscal year, determines the estimated cost of maintaining said streetscape project to be \$22,000.00.
3. The City Council hereby designates the following lots and parcels of land as the property to comprise the special assessment district upon which the special assessment shall be levied.
4. Said revised special assessment roll as prepared by the City Assessor in the amount of \$22,000.00 is hereby confirmed and shall be known as Special Assessment Roll No. S-0001 (See Appendix A).
5. Payments on said special assessment roll shall be due and payable on or before August 31, 2026.
6. The City Clerk be and is hereby directed to endorse the date of confirmation on the roll.
7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

[2026; Huron Avenue Streetscape Assessment Roll.pdf](#)

APPENDIX "A" - HURON AVENUE STREETScape

	Parcel#	Property Address	Property Owner	Mailing Address	City-State-Zip	Assessment
1	74-06-298-0135-000	335 HURON AVENUE	ARENA INVESTMENTS	2425 MILITARY STREET BLDG #6	PORT HURON MI 48060	\$ 616.88
2	74-06-298-0134-000	331 HURON AVENUE	CRAWFORD & CO LLC	4230 GRATIOT AVENUE	PORT HURON MI 48060	354.74
3	74-06-298-0132-000	327 HURON AVENUE	REI OF PORT HURON LLC	327 HURON AVENUE	PORT HURON MI 48060	252.16
4	74-06-298-0133-000	325 HURON AVENUE	DELIGIANIS BROTHERS LLC	616 HURON AVENUE	PORT HURON MI 48060	277.23
5	74-06-298-0130-100	321 HURON AVENUE	JOSES RENTALS LLC	3581 I-75 SPUR	SAULT SAINTE MARIE MI 49783	643.57
6	74-06-298-0129-000	311 HURON AVENUE	LANDMARK PORT HURON LLC	C/O BRENT MARSAL 3333 8TH ST SE	CALGARY ALBERTA, CANADA T2G 3A4	1,625.78
7	74-06-298-0127-000	307 HURON AVENUE	DELIGIANIS BROTHERS LLC	616 HURON AVENUE	PORT HURON MI 48060	240.91
8	74-06-298-0128-000	309 HURON AVENUE	DELIGIANIS BROTHERS LLC	616 HURON AVENUE	PORT HURON MI 48060	247.66
9	74-06-298-0126-000	301 HURON AVENUE	ST. CLAIR COUNTY COMMUNITY COLLEGE	323 ERIE STREET	PORT HURON MI 48060	1,128.21
10	74-06-298-0110-000	235 HURON AVENUE	C B DELIGIANIS & SONS	616 HURON AVENUE	PORT HURON MI 48060	310.98
11	74-06-298-0109-000	229 HURON AVENUE	TECUMSEH & MCKEOUGH LOFTS LLC	11 S. RIDGE ROAD PO BOX 157	PORT SANILAC MI 48469	588.11
12	74-06-298-0108-000	227 HURON AVENUE	C B DELIGIANIS & SONS	616 HURON AVENUE	PORT HURON MI 48060	308.17
13	74-06-298-0107-000	221 HURON AVENUE	BBOOS REAL ESTATE 2 LLC	3143 ERMA DRIVE	SHILBY TOWNSHIP 48317	303.95
14	74-06-298-0107-200	223 HURON AVENUE	CORE PRODUCTIONS INC	1806 MILITARY STREET	PORT HURON MI 48060	318.01
15	74-06-298-0107-100	225 HURON AVENUE	DA REAL PROPERTIES LLC	1818 WYNGATE DRIVE	TROY MI 48098	294.68
16	74-06-298-0106-000	215 HURON AVENUE	TECUMSEH & MCKEOUGH LOFTS LLC	PO BOX 157	PORT SANILAC MI 48469	671.96
17	74-06-298-0105-000	207 HURON AVENUE	THE STEVENS BLOCK C/O LEROY STEVENS	209 HURON AVENUE SUITE 1	PORT HURON MI 48060	834.99
18	74-06-298-0104-000	201 HURON AVENUE	KRAMER GERALD J TRUST	2425 MILITARY STREET BLDG #6	PORT HURON MI 48060	783.63
19	74-06-298-0001-000	104 HURON AVENUE	HARRISON INVESTMENT PROPERTIES	PO BOX 7156	STURGIS MI 49091	957.28
20	74-06-298-0081-000	202 HURON AVENUE	LANDMARK PORT HURON LLC	C/O BRENT MARSAL 3333 8TH ST SE	CALGARY ALBERTA, CANADA T2G 3A4	690.30
21	74-06-298-0097-100	206 HURON AVENUE	LANDMARK PORT HURON LLC	C/O BRENT MARSAL 3333 8TH ST SE	CALGARY ALBERTA, CANADA T2G 3A4	290.00
22	74-06-298-0082-000	208 HURON AVENUE	LANDMARK PORT HURON LLC	C/O BRENT MARSAL 3333 8TH ST SE	CALGARY ALBERTA, CANADA T2G 3A4	451.60
23	74-06-298-0095-000	210 HURON AVENUE	SCANDALITO PROPERTIES LLC	3692 CONNIE LANE	FORT GRATIOT MI 48059	667.08
24	74-06-298-0094-100	216 HURON AVENUE	LANDMARK PORT HURON LLC	C/O BRENT MARSAL 3333 8TH ST SE	CALGARY ALBERTA, CANADA T2G 3A4	348.95
25	74-06-298-0093-000	218 HURON AVENUE	LANDMARK PORT HURON LLC	C/O BRENT MARSAL 3333 8TH ST SE	CALGARY ALBERTA, CANADA T2G 3A4	359.86
26	74-06-298-0092-100	220 HURON AVENUE	LANDMARK PORT HURON LLC	C/O BRENT MARSAL 3333 8TH ST SE	CALGARY ALBERTA, CANADA T2G 3A4	308.17
27	74-06-298-0091-000	222 HURON AVENUE	RAETZEL INVESTMENTS LLC	1614 EDISON SHORES PL	PORT HURON MI 48060	472.71
28	74-06-298-0090-000	226 HURON AVENUE	KINNEE RICHARD/ANNABEL	3426 ARMOUR STREET	PORT HURON MI 48060	298.67
29	74-06-298-0086-100	230 HURON AVENUE	LANDMARK PORT HURON LLC	C/O BRENT MARSAL 3333 8TH ST SE	CALGARY ALBERTA, CANADA T2G 3A4	843.80
30	74-06-298-0089-000	234 HURON AVENUE	TNJI HOLDINGS INC	3316 LOMAR DRIVE	FORT GRATIOT MI 48059	254.28
31	74-06-298-0088-000	240 HURON AVENUE	EDB PROPERTIES PORT HURON LLC	23820 EUREKA ROAD	TAYLOR MI 48180	1,517.39
32	74-06-298-0071-000	310 HURON AVENUE	3:10 TO HURON LLC	310 HURON AVE APT A	PORT HURON MI 48060	1,335.74
33	74-06-298-0073-000	312 HURON AVENUE	RSS INVESTMENTS LLC	7249 HURON AVENUE	LEXINGTON MI 48450	732.79
34	74-06-298-0077-000	326 HURON AVENUE	MORGAN PROPERTIES LLC	G-6429 W PIERSON STE 19	FLUSHING MI 48433	1,652.58
35	74-06-298-0076-000	330 HURON AVENUE	ORLANDO FRANK JR/CHRISTINE	330 HURON AVENUE	PORT HURON MI 48060	643.99
36	74-06-298-0075-000	336 HURON AVENUE	STRUTHERS PROPERTIES LLC	1190 WADHAMS ROAD	KIMBALL MI 48074	373.19

TOTAL ASSESSMENTS \$ 22,000.00

To hear comments on the continuation of the downtown special assessment district for the ongoing maintenance of the Military Street streetscape project. Following the hearing, Council considered adoption of the resolution to continue the special assessment district.

WHEREAS, the City Council has met after due and legal notice and heard all persons to be affected by the maintenance for the streetscape project and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the maintenance for the streetscape project described as follows: **Along Military Street from the south side of Black River to the north side of Court Street**; and

WHEREAS, after hearing all persons interested therein and after carefully reviewing said special assessment roll, the Council deems it advisable to proceed with said assessment and deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcels of land assessed; and

WHEREAS, the Council has not received written objection by owners of more than one-half (½) of the property to be assessed;

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council hereby determines to defray the cost of maintaining the streetscape project by special assessment upon the property specially benefited in proportion to the benefits to be derived.
2. The City Council hereby approves the estimates of cost of maintaining the aforesaid streetscape project for the 2026-2027 fiscal year, determines the estimated cost of maintaining said streetscape project to be \$12,750.00.
3. The City Council hereby designates the following lots and parcels of land as the property to comprise the special assessment district upon which the special assessment shall be levied.
4. Said revised special assessment roll as prepared by the City Assessor in the amount of \$10,665.00 is hereby confirmed and shall be known as Special Assessment Roll No. S-0002 (See attached Appendix A).
5. Payments on said special assessment roll shall be due and payable on or before August 31, 2026.
6. The City Clerk be and is hereby directed to endorse the date of confirmation on the roll.
7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

[2026; Military Street Streetscape Assessment Roll.pdf](#)

APPENDIX "A" - MILITARY ST. STREETScape

	Parcel#	Property Address	Property Owner	Mailing Address	City-State-Zip	Assessment
1	7406-743-0793-100	802 MILITARY STREET	St. Clair County Community College	323 ERIE STREET	PORT HURON MI 48060	\$ 689.45
2	7406-743-0833-000	800 VACANT LOT MILITARY STREET	911 W2 LL2/COMMUNITY FOUNDATION OF SAINT CLAIR COUNTY	911 MILITARY STREET	PORT HURON MI 48060	260.85
3	7406-743-0731-000	902 MILITARY STREET	HAYNES, MARCIA M TRUST	C/O Julie Beaty 3325 Erie Dr.	ORCHARD LAKE MI 48324	202.74
4	7406-743-0732-000	906 MILITARY STREET	KARMA REALTY HOLDINGS LLC	5232 S LOCUSTWOOD AVENUE	FORT GRATIOT MI 48059	113.91
5	7406-743-0733-000	908 MILITARY STREET	WONDERFUL NEWS RADIO INC	908 MILITARY STREET	PORT HURON MI 48060	121.86
6	7406-743-0728-000	912 MILITARY STREET	DLV PROPERTIES LLC	912 MILITARY STREET	PORT HURON MI 48060	182.12
7	7406-743-0708-000	911 MILITARY STREET	911 W2 LLC	911 MILITARY STREET	PORT HURON MI 48060	2,009.01
8	7406-743-0729-000	914 MILITARY STREET	RCJ PROPERTIES LLC	805 EAST POINTE DRIVE	PORT HURON MI 48060	144.81
9	7406-743-0734-000	916 MILITARY STREET	916 MILITARY LLC	63 7TH AVE	TROY NY 12180	69.64
10	7406-743-0737-000	918 MILITARY STREET	SNIDER, FREDERICK	918 MILITARY STREET	PORT HURON MI 48060	74.84
11	7406-743-0738-000	920 MILITARY STREET	HYDE, PATRICK & RACHELE	920 1/2 MILITARY STREET	PORT HURON MI 48060	87.41
12	7406-743-0741-000	922 MILITARY STREET	SBNMIL LLC	2425 MILITARY ST BLDG 3	PORT HURON MI 48060	220.54
13	7406-743-0742-000	928 MILITARY STREET	BLOMQUIST FAMILY REAL ESTATE LLC	928 MILITARY STREET	PORT HURON MI 48060	338.66
14	7406-743-0745-000	932 MILITARY STREET	S HOSSAIN HOLDINGS LLC	932 MILITARY STREET	PORT HURON MI 48060	130.93
15	7406-743-0746-000	936 MILITARY STREET	APOLLONIA PROPERTIES LLC	3848 CEDAR RIDGE	FORT GRATIOT MI 48059	126.20
16	7406-743-0747-000	940 MILITARY STREET	APOLLONIA PROPERTIES LLC	3848 CEDAR RIDGE	FORT GRATIOT MI 48059	129.21
17	7406-743-0748-000	1002 MILITARY STREET	FRANCEK, BRUCE/LORD, SAMANTHA	1004 MILITARY STREET	PORT HURON MI 48060	106.19
18	7406-743-0702-000	1003 MILITARY STREET	IMPACT INC.	1001 MILITARY STREET	PORT HURON MI 48060	425.39
19	7406-743-0749-000	1006 MILITARY STREET	HURON THEATER LLC	PO BOX 611106	PORT HURON MI 48060	759.87
20	7406-743-0706-100	1007 MILITARY STREET	DOWNRIVER COMMUNITY SERVICES, INC.	555 ST CLAIR RIVER DRIVE	ALGONAC MI 48001	854.92
21	7406-743-0707-000	1000 VACANT LOT MILITARY STREET	CITY OF PORT HURON	100 MCMORRAN BOULEVARD	PORT HURON MI 48060	433.03
22	7406-743-0750-000	1026 MILITARY STREET	THE HARRY PROJECT LLC	2110 STONE STREET	PORT HURON MI 48060	1,017.62
23	7406-743-0693-000	1101 MILITARY STREET	COLONIAL WOODS MISSIONARY CHURCH	3240 PINE GROVE AVENUE	PORT HURON MI 48060	255.65
24	7406-743-0754-000	1102 MILITARY STREET	1102 MILITARY STREET LLC	1102 MILITARY STREET	PORT HURON MI 48060	408.98
25	7406-743-0694-000	1107 MILITARY STREET	ST. CLAIR COUNTY CHILD ABUSE/NEGLECT COUNCIL	1107 MILITARY STREET	PORT HURON MI 48060	222.95
26	7406-743-0755-000	1110 MILITARY STREET	JELINEK, TOMAS	6571 STATE ROAD	BURTCHVILLE MI 48059	270.29
27	7406-743-0696-100	1111 MILITARY STREET	BLUEWATER PARTNERSHIP LLC	1111 MILITARY STREET	PORT HURON MI 48060	96.06
28	7406-743-0696-000	1113 MILITARY STREET	SCC CHILD ABUSE/NEGLECT COUNCIL INC	1107 MILITARY STREET	PORT HURON MI 48060	213.38
29	7406-743-0697-000	1119 MILITARY STREET	STRUTHERS ONE LLC	1190 WADHAMS RD	KIMBALL MI 48074	188.44
30	7406-743-0757-000	1120 MILITARY STREET	POMPEIS EATERY INC/NOLAN JAMES R	1120 MILITARY STREET	PORT HURON MI 48060	236.29
31	7406-743-0695-000	1121 MILITARY STREET	ALBERT, ERNEST L	3671 N ATHANASIA WAY	FORT GRATIOT MI 48059	273.76

TOTAL ASSESSMENT \$ 10,665.00



Office of the City Manager, Chief Administrative Officer

Phone: 810-984-9740 Fax: 810-985-0179

www.porthuron.org

City Manager & Administrative Report

June 2026

This report summarizes significant activities, operational updates, capital projects, public safety responses, and administrative priorities across City departments for the June 2026 reporting period.

Report at a Glance

Focus Area	Key Update
Election readiness	The Clerk's Office trained more than 50 election inspectors across four mandatory training sessions and supported Memorial Day cemetery flag placement.
Infrastructure progress	Major road, utility, water, sewer, stormwater, and facility projects advanced through construction, design, permitting, closeout, or funding review.
Summer operations	Parks and Recreation opened beaches and splash pads, fully staffed aquatic facilities, and launched summer programming with strong enrollment.
Public safety	Police responded to 2,261 calls for service. Fire responded to 241 calls and completed more than 1,300 training hours.
Community development	Planning, code enforcement, inspections, housing rehabilitation, and grant-funded housing assistance programs continued to address neighborhood and development needs.
Internal services	Human Resources, Information Technology, Finance, Treasurer, Water Office, and Safety staff continued recruitment, compliance, systems upgrades, accounting, billing, and employee safety work.

1. City Clerk

The City Clerk's Office continued preparations for the 2026 election cycle. As required every two years, all election inspectors attended mandatory training covering inspector rights and duties, common Election Day situations, proper resolution procedures, and when to contact the Clerk's Office for assistance. The Clerk's Office hosted four sessions and trained more than 50 election inspectors.

In addition to election responsibilities, staff prepared lists, maps, instructions, binders, and related materials used by volunteers to place approximately 4,200 American flags on veterans' graves before Memorial Day. Staff also assisted with flag placement in three cemetery blocks.

2. Department of Public Works

Engineering and Capital Projects

- **Gratiot Avenue Road Reconstruction and Utility Replacement:** The Elmwood Street to Holland Avenue project is substantially complete, and staff are completing MDOT file review for project closeout.



- **Hospital Area Road Reconstruction and Utility Replacement - Phase I:** Raymond Excavating Company was awarded the project. Construction and final asphalt paving are complete, with punch-list items and turf establishment anticipated in early June.
- **Hospital Area - Phase II:** The remaining roads and underground infrastructure from Glenwood north to Washington and from 10th east to Erie have moved into design. DLZ has submitted the 80% design package for City review.
- **Central Fire Station Demolition:** The project is substantially complete and will be closed out once turf establishment is complete.
- **Blue Water Bridge Plaza:** The Engineering Manager and City Engineer continue to attend meetings regarding proposed plaza updates. Component I began on May 16, 2025, and is expected to take approximately one year. MDOT is currently preparing Component II design-build documents, with construction anticipated later this year.
- **Huron Avenue Road and Utility Replacement:** A new cross section has been proposed. MDOT plans to implement a trial run before construction, which is anticipated in 2027. Reconstruction and utility installation are scheduled for the 2028 construction season.
- **Lead water service inventory:** Engineering continues to meet with the Utilities and Building Divisions. Engineering has completed its investigation and prepared planning maps for utilities staff. Mailers have been sent to property owners requesting self-reporting of interior water service material. Recurring coordination meetings will continue until the project is complete. The first dedicated lead service replacement project is anticipated in 2026.
- **Black River Canal Tainter Gate:** Phase I, including cofferdam installation and gate removal, was awarded to Trojan Development and is complete. The combined Phase II and Phase III bid package, including fabrication, delivery, structural modifications, installation, erosion control, seawall/riprap work, and replacement of the nearby canal-crossing water main, was opened on April 7, 2026. The project is currently on hold pending a funding decision.
- **Ravenswood Sanitary Sewer Extension:** Murray Underground Systems, LLC was awarded the project, which will serve five recently split parcels on Ravenswood west of 28th Street. The project is substantially complete, pending turf establishment.
- **16th Street Sidewalk Extension:** Engineering is designing a sidewalk extension on the west side of 16th Street between Court Street and Union Street.
- **Lapeer Avenue Road Reconstruction:** Boddy Construction Co., Inc. is working on Lapeer Avenue from 16th Street to 24th Street. The project is substantially complete and open to traffic. Lawn restoration and punch-list work are underway.
- **24th Street Reconstruction:** Engineering is working with AEW to reconstruct 24th Street from Dove Street to the north City limits just south of Williams Street. The project includes water main, storm sewer, and sanitary sewer replacement. A pavement-marking road diet is planned for 24th Street south of Dove, with the intent to combine the north and south project areas. Construction is anticipated in late 2026, and the project is in the permitting stage.
- **Moak Street Reconstruction:** The St. Clair County Road Commission reconstructed Moak Street from 28th to 32nd Street. The City replaced existing water mains as part of the project. ACE Saginaw Paving was awarded the work. The project is substantially complete, with turf establishment anticipated in 2026.
- **Elmwood Water Main:** The project is substantially complete. Staff are working on project closeout and turf establishment.
- **Black River Maintenance Dredging:** Professional services were awarded to BMJ Engineers & Surveyors, Inc. The 2026 through 2028 dredging project was awarded to M.L. Chartier after bids were opened on January 29, 2026. Dredging operations have been completed.
- **24th Street and Elmwood Street professional services:** The City is selecting a consultant for two related projects: 24th Street resurfacing and concrete panel replacement from Electric/BL-94 to Cleveland Street, supported by a \$375,000 MDOT Category F grant for 2027 construction; and Elmwood Street road reconstruction and utility replacement from Stone Street to Gratiot Avenue, scheduled for 2028.
- **Oak Street Panel Replacement:** Engineering met with MDOT on the proposed Oak Street panel replacement project from Military to 32nd Street. The City is coordinating utility work to be paired with MDOT's 2027 project.
- **Water Street and 10th Street Projects:** DLZ was awarded professional services for Water Street from 10th Street to 13th Street and 10th Street from the Black River to Lapeer Avenue. Water Street is partially funded



by MDOT; 10th Street is locally funded. The 10th Street project is anticipated to begin June 1, 2026, with Water Street construction planned for late 2026.

- **Conner Street Reconfiguration:** Engineering is working with AEW on a Conner Street reconfiguration and the potential introduction of a HAWK signal. MDOT has indicated it will not currently permit the HAWK signal, but did not identify issues with the street reconfiguration. Construction is intended for late 2026.
- **Grant applications:** Engineering submitted a Highway Safety Improvement Program application for Lapeer Avenue from 13th Street to 16th Street, is preparing a Transportation Economic Development Fund Category F application for 10th Street from Pine Street to Lapeer Avenue, and will submit a TAP grant application this fall for a 16th Street road diet and off-street multiuse path from Electric Avenue to Cedar Street.
- **Fire Station 4 Rehabilitation:** Engineering is assisting the Fire Department with the rehabilitation project. AEW assisted with plans and specifications, and after the April 22, 2026 bid opening, recommended award to Union Properties.
- **Parks and Recreation support:** Engineering continues to provide construction and testing assistance for Parks and Recreation projects as needed.

Street Maintenance, Motor Vehicle Pool, Radio Shop, and Utilities

- **Street Maintenance:** Crews continued addressing potholes citywide and patching streets daily. Street sweepers have been cleaning throughout the city, beginning with major roads. The asphalt team repaired areas affected by water main breaks. Gravel roads, including cemetery roads, were graded and treated with chloride for dust control. Two sign sweeps removed approximately 40 to 50 signs from the right-of-way. Staff assisted Community Development with a neighborhood tire pickup and provided road closures for the Memorial Day Parade and Community Mental Health 5K Run.
- **Motor Vehicle Pool:** MVP staff continued preventive maintenance for fleet vehicles and equipment. Mechanics assisted seasonal employees with cleaning, streamlining, and interior painting of the shop to improve efficiency and usability. Mechanics also supported Memorial Day Parade operations.
- **MISS DIG and signs:** MISS DIG requests remained steady and manageable. Pedestrian crosswalk signs were installed on Huron Avenue near Maria's restaurant. The Port Huron sign previously located at Pine Grove and Harker was relocated south and is now visible to traffic exiting the new I-94 expressway ramp at Pine Grove.
- **Radio Shop:** Staff continued building new K-9 vehicle No. 26 and repaired patrol car No. 15. Radio Shop staff also assisted IT by running Ethernet wire for City phone line upgrades at the MOC, Cemetery, and Harvey Center. Traffic control boxes received periodic maintenance and cleaning.
- **Utilities Services:** Water Distribution crews continued water service inventory work for future construction projects, including completion of the Lincoln Avenue hospital-area work and the areas needed for the upcoming construction season. MISS DIG requests have increased with construction activity, averaging 8 to 10 per day. Staff are conducting non-payment shutoffs three times per month. Crews repaired three sanitary sewer mains, including a 14-foot collapsed section of 18-inch sanitary sewer on Elmwood between Stone and Walnut. No homes were affected by the failed sewer sections. Both Vactors are cleaning sanitary sewer and catch basins daily, and Water Metering staff are busy with seasonal turn-ons between scheduled appointments.

Water, Wastewater, and Water Filtration Plant

- **Water/Wastewater operations:** The Water/Wastewater Manager and staff continued essential operations, site plan reviews, ordinance-compliance determinations, correspondence, and FOIA responses.
- **Industrial pretreatment:** The Environmental Quality Technician reviewed quarterly sampling reports from industrial user permit holders. One industry was not in compliance with the utility use ordinance and received a notice of violation; the industry will adjust operations and re-sample.
- **Biosolids land application:** The land application season is underway. Biosolids stored through the winter are injected into farm fields as fertilizer using three tanker trucks and a tractor spreader.
- **Holland Avenue Sanitary Pump Station:** ROWE Professional Services is preparing preliminary plans. The scope now includes replacing the existing building to house new electrical and control panels, a new drive approach, and replacement of pumps and valves in the wet well. The project will be publicly advertised and bid.



- **Secondary Clarifier Rehabilitation:** JF Cavanaugh continued concrete repairs in clarifier No. 3, aeration tank No. 3, and surrounding surfaces at tanks 1 and 2. Additional concrete work was needed due to continued deterioration after earlier estimates. Ovivo is expected to ship fabricated clarifier equipment in December. Coordination with the roofing project will allow interior roof drain piping to be replaced while the clarifier tank is empty. Once work in train 3 is complete, it will return to service and a second train will be taken offline for rehabilitation.
- **Secondary Building Roof:** Molnar Roofing continues replacing the lower 75,000-square-foot secondary building roof. Ballast was removed from the 17,000-square-foot elevated roof area and deposited at the forestry facility. Snow screens were removed and new screens will be installed. Substantial completion is expected around June 30.
- **Odor control:** City staff provided feedback on the final odor control system analysis report and potential treatment options. The truck loading operation remains a focus area because sludge is pumped into tanker hatches by hose. Enclosing the operation is costly but may be the best option. A multi-phase system is being considered due to fluctuating wastewater treatment conditions and variable odor releases.
- **Screw Pump No. 1:** The repair project is complete.
- **Hancock Street Sanitary Pump Station:** A pre-construction meeting was held with Rauhorn Electric, Inc. for the standby generator project. The tentative generator ship date is October 6, 2026.
- **10th Street Sanitary Pump Station:** Raymond Excavating has started receiving equipment for the rehabilitation project, which is expected to begin in August. The engineer and staff responded to contractor questions regarding control panel placement and issued a work change directive for necessary changes.
- **Thickener Tanks Equipment Replacement and Improvements:** A design kickoff meeting and site inspection with Tetra Tech helped refine the project scope, materials, conceptual costs, and schedule. The next progress meeting was scheduled for June. During inspection, roof damage was identified on the thickener building and southeast thickener tank. Molnar Roofing was recommended to assess and quote repairs.
- **Primary Building Roof:** Replacement of the primary building roof was publicly advertised. Six bids were received and reviewed after a pre-bid meeting. The low bidder, Tri-Star Roofing, was awarded the project, and a Notice to Proceed will be issued after contract documents are executed.
- **Water Filtration Plant operations:** WFP staff continued essential operations and maintenance. Staff began collecting residential water samples under the lead and copper tap sampling plan in compliance with the Safe Drinking Water Act.
- **WFP switchgear and controls:** The engineering consultant, Eramosa, has merged with CIMA and is experiencing issues meeting contract requirements for switchgear replacement and control panel upgrade projects. Discussions continue to resolve the issues and move forward with an amended agreement.
- **Power panels and MCC upgrades:** Ainsworth Electric continues work on power panel and Motor Control Center upgrades. The North Service Center is ready to receive the new MCC, which has an expected ship date of July 17. Wiring and pull-ahead work continue in the low-lift building for the new MCC, with a scheduled low-lift MCC lift date of August 7. Power Panel 2 for the chemical service building was delivered damaged and requires replacement parts. Power Panel 1 has a May 4 ship date. During pull-ahead work, the transformer pad feeding Power Panel 1 was found to be settled and out of level; a work change directive was issued to replace the pad during shutdown.
- **Water plant painting and pipe assessment:** Nelson Tank Engineering and Consulting confirmed dimensions and will prepare bid and construction documents for painting in the chemical service building basement. The scope includes intermediate piping from the transfer well to the clear well, Gallery B, and pipes and valves in the high-lift pump area. NTEC also toured the wastewater secondary building basement to assess pipe conditions and provide recommendations.
- **Trojan Development:** Trojan Development is submitting bonds and insurance documents. A pre-construction meeting will be scheduled once documents are approved and a Notice to Proceed is issued.
- **South water tower valves:** A mandatory pre-bid meeting was held for replacement of four failed valves controlling inflow and outflow of the south water tower, including associated lighting and controls. The valves are located in a concrete vault with limited access. Bids will be opened in June.
- **Lead service education:** DPW staff continue to identify lead water services and educate residents when a lead service is discovered. Procedures are in place for discovery, replacement, and testing when warranted. Information is available on the City website, and EGLE-required letters are mailed when a service line material is unknown.



- **Stormwater permit compliance:** Dry-weather screening was completed at all storm sewer outfalls. Follow-up inspections at two locations with elevated E. coli identified restroom facilities connected to storm sewer. Utilities staff are working with facility owners to correct the illicit connections.

3. Parks and Recreation, Cemetery, Forestry, and McMorran

Parks and Recreation

Staff continue to see strong community engagement as summer programming begins. Summer class enrollment is strong, with a healthy mix of online and in-person registrations. Several popular offerings, including sports leagues and swim lessons, have reached capacity. Aquatic facilities are fully staffed for the season, and more than 40 new seasonal employees will support programs and services throughout the community.

The Department recently hosted successful Narcan training classes at the Recreation Center and Harvey Center, expanding community awareness and preparedness. Sports staff also participated in a local school field day, providing a fun and successful experience for area students. At Camp Palmer, two family nights were well attended, and staff are completing the required 30 hours of preseason training.

Facebook views increased 65.3% compared with the previous 28 days, and much of the website traffic was organic. The most visited website pages were beaches and programs. At Discovery City, Toddler Time continues to fill consistently, summer field trips are being finalized successfully, and Discovery camps are positioned for a strong season with many children already registered.

Parks, Cemetery, and Forestry

- **Parks:** Crews installed memorial banners downtown, maintained grass cutting and park upkeep, opened beaches and splash pads, continued preparing 16th Street Park for summer use, supported flower groups with cleanup and planting, activated irrigation systems, and placed downtown tables and chairs for the summer season.
- **Cemetery:** The Division completed five full burial services and 13 cremation services. Crews are topping graves with black dirt and seed, installing foundations as weather allows, cleaning and maintaining equipment, and continuing grass cutting and trimming for the summer season.
- **Forestry:** The Division removed six trees, trimmed nine trees, ground seven stumps, picked up 17 brush piles, and received 12 end-of-month drop-off piles. The Forestry crew also assisted with the annual Black River cleanup, removing eight dump-truck loads of logs from the Black River.

McMorran Place Entertainment Center

McMorran Place Entertainment Center hosted SC4 Graduation. McMorran Theater hosted Silhouettes and Art in Motion, and McMorran Plaza hosted bar bingo. Additional May events included the Mayor's Prayer Breakfast, PHCT Mamma Mia auditions, a wedding in the lounge, and an Ameriprise lunch and private viewing of Silhouettes.

4. Planning and Community Development

- **Code Enforcement:** The Code Enforcement Unit opened 186 new enforcement cases, and the Administrative Hearing Bureau heard 97 cases. Payments collected totaled \$180.00. Single-lot assessments totaled \$24,658.00 for the month of May, with an additional \$93,850.00 in single-lot assessments for foreclosed, vacant, and abandoned properties.
- **Rental Inspection:** The Division completed 335 inspections and certified 184 rental units in May. Staff responded to 21 rental complaints, and three new rental properties were registered.
- **Building Inspection:** The Division issued 183 permits and collected \$142,492.00 in permit fees. Inspectors responded to six inspection complaints.
- **Urban Pioneer Program:** There were no closings in May. The program is currently paused and being revised. Staff recently completed HUD-facilitated HOME training.



- **Housing Rehabilitation:** The programs had one contract signing and five bid openings.
- **HOME-ARP TBRA:** A Tenant-Based Rental Assistance agreement was awarded to Blue Water Community Action in June 2025. Spending began in September, and thousands of dollars per month are being used for rental assistance, demonstrating strong community need.
- **HOME-ARP Supportive Services:** The RFP was posted in December, with proposals received January 9, 2026. The potential subrecipient withdrew its application due to staffing changes. Community Development is preparing a substantial amendment to move Supportive Services funds to TBRA.
- **Planning initiatives:** Staff continue work on infill housing for South Park, Chapter 52 zoning ordinance updates, the Master Plan update, and the Redevelopment Ready Community training series. Planning and Building staff also continue processing use certificate applications for new businesses and conducting inspections with the Fire Department.

5. Police Department

Police Department personnel investigated several unusual or serious incidents during the reporting period. Key incidents included:

- **Suspicious Person - May 13:** Officers assisted Customs and Border Protection officers with an armed 28-year-old male attempting to access their building off 10th Avenue. Officers determined the subject had a BB gun, took him into custody without incident, and noted he may have been experiencing a mental health incident.
- **Assault with Intent to Murder / Carrying Concealed Weapon / Felon in Possession of a Firearm - May 22:** Officers responded to Tailgators Bar for a shooting in the parking lot. The investigation determined a male suspect shot at another male subject near the entrance and fled on foot. The Major Crimes Unit worked with road patrol through the weekend to identify, locate, and arrest the suspect without incident. The arrestee is a 34-year-old parolee who had recently transferred to Port Huron from Lansing.
- **Operating While Intoxicated / Traffic Crash - May 24:** Officers responded after a vehicle lost control, struck the front porch of a residence in the 900 block of Howard Street, struck two parked vehicles in the driveway of a residence in the 800 block of 10th Street, spun, and struck another residence. The 24-year-old Port Huron driver showed signs of intoxication and was transported to the hospital for minor injuries before being lodged at the County Jail.
- **Total calls for service:** 2,261
- **Overdoses:** 2

6. Fire Department

The Fire Department responded to 241 calls for service, including 19 fires, 141 medical emergencies, five rescues, and 20 hazardous conditions. Significant responses included:

- **Porch fire - May 3:** Companies responded to the 1400 block of Riverview Street for a rear porch fire at an apartment building. The fire, involving a propane grill, was quickly extinguished with minimal exterior damage.
- **Vehicle rescue - May 7:** Companies responded to the 1800 block of Riverside Drive for a man trapped under a passenger pickup after an engine floor crane failed. Crews used powered portable hydraulic equipment to lift the vehicle frame, extricate the patient, stabilize him, and transport him to McLaren Port Huron for evaluation.
- **Dwelling fire - May 14:** Companies responded to the 1000 block of Pearl Street for a reported dwelling fire. First arriving companies found smoke showing from the rear of a two-story dwelling and quickly extinguished an exterior porch fire with some extension into wood siding. Interior damage was limited to light smoke conditions.
- **Dwelling fire - May 15:** Companies responded to the 1900 block of Oak Street and found a working fire in a two-story single-family dwelling. Multiple handlines were stretched to extinguish fire in the rear of the first story. One dog was rescued and provided supplemental oxygen. Fire damage was contained to the first floor, with smoke damage throughout.
- **Garage fire - May 17:** Companies responded to the 1400 block of Sedgewick Street for reports of fire in a structure. Crews found a working fire in an exterior garage with multiple exposures and flammable liquids



involved. Handlines were stretched from multiple apparatus to control the fire. The garage sustained heavy damage, and the cause was determined to be improper handling of flammable vapors in a fuel tank.

- **Mutual/automatic aid - May 26:** Engine Co. 1 responded to the 3600 block of Lapeer Avenue in Port Huron Township for a motel fire under the automatic aid agreement. Fire was found in attic spaces of a one-story strip motel, requiring roof operations and extensive ceiling overhaul to reach hidden fire.

The Department completed more than 1,300 training hours in May. Training included a joint-discipline class on fire as a weapon during active shooter/killer events, annual driver training and certification on all three suppression shifts, rescue diver training off the Thomas Edison Boardwalk, pump and aerial apparatus training for new operators, and Fire Officer I coursework scheduled to conclude in June.

The Fire Marshal's Office conducted eight inspections, three fire suppression/alarm tests, two commercial plan reviews, and five follow-up consultation inspections. Fire companies installed smoke and carbon monoxide detectors at six residences through the State Fire Marshal's program. Multiple meetings were also held in preparation for a software and records management system vendor change.

Five probationary firefighters joined the Department in May to fill unfilled positions resulting from resignations and long-term injuries and to pre-fill anticipated near-term retirements. Each new hire completed 80 hours of orientation before assignment to a suppression shift. The orientation included City safety training, SCBA operations and drills, ground and aerial ladder evolutions, downed firefighter equipment and mayday procedures, hazardous air monitoring and detection, and MIOSHA-mandated topics.

Firefighters Crossley and Ciner completed their one-year probationary periods in May and will receive their badges in June.

7. Human Resources and Safety

On the first Monday of each month, HR staff send employees a Monday Mind Bender riddle as a fun employee-engagement activity. Employees submit answers to HR, and correct responses are entered into a drawing for a \$25 gift card.

HR staff continue to accept applications for full-time and 2026 summer seasonal positions. Individuals seeking employment should be referred to www.porthuron.org. HR staff also continue to identify new recruiting methods to increase awareness of City employment opportunities, including online platforms, colleges, trade schools, and community events. Applicants may apply online, in person, or by mail. Applications are available at the bottom of each job posting on www.porthuron.org and may be emailed to cphemployment@porthuron.org.

Current Employment Opportunities

Full-time positions	Part-time / seasonal positions
Police Officer Firefighter McMorran Maintenance Technician Guest Services & Event Coordinator Streets Equipment Operator II Solids System Operator	Police Cadet Part-time Custodian - Harvey Reinvestment Center McMorran Food & Beverage (Concessions) McMorran Theater Operations Security

The Health and Safety Director continues to evaluate facility hazards and meet daily with supervisors and front-line employees. He has inspected and replaced unsafe equipment with updated equipment, trained employees on multiple topics, and responded immediately to injuries to evaluate causes, identify improvements, and prevent repeat incidents.



During May, training was conducted on Site Safety and Security and Contractor Safety and Security. All lifesaving equipment was inspected, including AEDs, portable fire extinguishers, portable gas detectors, eyewash stations, and showers. Deficiencies were corrected. The monthly Safety Beacon continued to provide employees with accident-prevention information and tips; the May spotlight topic was Five Steps for Tool Safety.

8. Information Technology

The Information Technology Department continued routine maintenance of the City's computer network, desktops, laptops, printers, and phones across all City locations. Internet security training for City staff continues, and staff completed monthly payroll and expense check processing for BWATC.

Staff are configuring new switches to replace older switches, with that process in its final stages. End-of-life PCs are being replaced. New Power over Ethernet core switches for the phone system are being configured and deployed, and the VM environment for the VoIP phone system has been configured. The ArcGIS upgrade is complete. Staff are also working on VoIP failover to maintain communication during internet outages and network failover to automatically switch to a redundant backup circuit if the primary circuit fails.

9. Finance, Assessing, Treasurer, and Water Office

- **Income Tax Division:** Staff focused on processing 2025 tax returns and following up on returns with missing information. Efforts will shift to compliance.
- **Accounting Division:** Staff continued monthly responsibilities, including processing payroll, expense checks, journal entries, spreadsheet updates, and account balancing. The Division also worked on reimbursement requests to the State for lost personal property tax revenue and assisted with financial information for several grant reports.
- **Assessing Division:** Staff began updating sales history and entering information into computer files in preparation for the 2027 sales study. The Division is preparing legal descriptions and lot sizes for upcoming lot combinations, continuing appraisals and permit entry, and preparing paperwork for lot combinations and splits.
- **Treasurer's Office and Water Office:** Staff continue collecting rental inspection fees, income tax payments, and water payments while also completing monthly BWATC accounting. The City received the delinquent check from the County for 2025 taxes. The 2026 tax roll is in process, and bills are expected to be printed at the end of June. The new water/sewer and refuse rates have been approved and will take effect July 1. Parks and Recreation deposits are being received daily, and boat launch permit sales are increasing as the summer season begins.

Sincerely,

A handwritten signature in black ink, appearing to read "James R. Freed".

James R. Freed

City Manager

Chief Administrative Officer



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

MARLON I. BROWN, DPA
DIRECTOR

Wednesday, June 17, 2026

Mark Fullmer, Attorney
c/o WSH&R, LLC
mark@fullmerlaw.com

RID # RQ-2606-07318 **Reference/Transaction:** new SDM license issued under MCL 436.1533(5)(e); new Sunday Sales Permit (AM); new Sunday Sales Permit (PM) for the SDM license - Mixed Spirit Drink; new Motor Vehicle Fuel Pumps issued under MCL 436.1539, for marina use only

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: WSH&R, LLC

Business address and phone number: 207 Water St, Port Huron, MI 48060-5428

Home address and phone number of partner(s)/subordinates:
Lisa Downing – 7020 Starville Rd, Cottrellville, MI 48039 – (586) 413-0080

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Southfield District Office (313) 456-1170

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

If this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: Lisa Downing lisad@desmondmarine.com Port Huron City jonseckc@porthuron.org

MICHIGAN LIQUOR CONTROL COMMISSION
KRISTIN BELTZER, CHAIR
P.O. BOX 30005 • LANSING, MICHIGAN 48909
www.michigan.gov/lcc • 866-813-0011

FCM #26-025

Approving the bid from Raymond Excavating Company in the amount of \$457,855.00 for the south water tower control valve replacement. (Water Fund)

On June 3, 2026, the City of Port Huron received the following four (4) bids for the south water tower control valve replacement:

Raymond Excavating Company (Marysville, MI)	\$457,855.00
Lee Contracting, Inc. DBA Midwest Power Systems, Inc. (Pontiac, MI)	\$467,390.00
Trojan Development Co., Inc. (Oxford, MI)	\$615,000.00
V.I. L. Construction Inc. (Sterling Heights, MI)	\$774,500.00

It is recommended that the bid of Raymond Excavating Company, 800 Gratiot Blvd., Marysville, Michigan 48040, in the amount of Four Hundred Fifty-Seven Thousand Eight Hundred Fifty-Five and 00/100 (\$457,855.00) be accepted and that the appropriate city officials be authorized to execute the necessary documents.

[Memo; South Water Tower.pdf](#)



City of Port Huron

Memo from City Manager James R. Freed

From: James R. Freed, City Manager

To: Mayor Ashford and City Council

Date: June 22, 2026

Re: South Water Tower Control Valve Replacements
Project No. E26-0030

Mayor and Council,

The City of Port Huron Water Filtration Plant (WFP) is a surface water treatment plant which draws its water from the St. Clair River. Construction of the WFP began in 1963 and was completed in 1966. The plant was put on line and began pumping water in June, 1966. The WFP provides potable water to customers of the City of Port Huron, Fort Gratiot Charter Township, Port Huron Charter Township, Kimball Township, and Clyde Township.

The south water tower is an elevated water storage tank that was constructed in 1946. It's located at the City's DPW yard on Bancroft Street and connected to the water distribution system with a single 20-inch watermain. Water flows in and out of the main depending on pressure in the system. The pressure is measured from a gauge on the altitude valve that is located in a concrete vault outside of the tower. There are three (3) gate valves in the vault on a parallel bypass pipe that allows the altitude valve to be isolated for maintenance while maintaining flow in and out of the tower. The isolation valves require confined space entry to operate and have been inoperable for some time. The pressure gage is obsolete and the altitude valve has reached the end of its useful life. All of the valves are original and in need of replacing.

A scope to replace the valves was advertised and a mandatory pre-bid meeting was held. During the meeting, it became clear the project was a challenge due to the constraint of the vault. The work will be performed in a confined space and the new valves will have different dimensions, making a custom fit necessary. The new altitude valve will be integrated into the existing SCADA system whereas the original did not have the capability. Once complete, the gauge will send readings back to the WFP. The isolation valves will have rising stems and be operable from above grade, omitting the need for confined space entry to operate. This allows the altitude valve to be more easily isolated for routine maintenance and calibration.

The project was publicly advertised and four (4) bids were received. Raymond Excavating Company had the lowest responsive bid. They are recommended to receive the contract for a total cost of \$457,855.00. The Water Filtration Plant 2025-26 and 2026-27 budgets include \$200,000.00 for this work. Due to equipment lead time, the project will span multiple fiscal years.

FROM THE CITY MANAGER:

Both the Michigan Uniform Accounting and Budget Act and the City Charter provide that the City Council may make supplemental appropriations and may transfer an unencumbered balance, or portion thereof, from one activity center, department or fund to another.

It is recommended that the following budgeted means of financing and estimated requirements for the general, major streets, local streets, municipal streets, streetscape and McMorran funds, for the 2025-2026 fiscal year, be amended as presented:

	<u>As currently Adopted</u>	<u>Per Proposed Amendment</u>	<u>Increase (Decrease)</u>
GENERAL FUND			
Means of Financing:			
Grants	\$ 445,000	\$ 1,255,000	\$ 810,000
Estimated requirements:			
General Government	5,041,967	5,819,017	777,050
Public Safety	20,324,337	22,796,022	2,471,685
Public Works	2,556,435	2,889,522	333,087
Recreation, parks and culture	4,637,883	5,319,397	681,514
Other Functions	580,125	647,035	66,910
Public improvements	570,000	1,466,785	896,785
Debt Service	571,413	571,913	500
Transfers to other funds	553,300	1,071,300	518,000
MAJOR STREET FUND			
Means of Financing:			
Transfer from Municipal Streets	\$ 2,550,000	\$ 2,800,000	\$ 250,000
Estimated Requirements:			
Capital Outlay:	4,567,000	4,817,000	250,000
LOCAL STREET FUND			
Means of Financing:			
Transfer from Municipal Streets	\$ 625,000	\$ 900,000	\$ 275,000
Estimated Requirements:			
Capital Outlay	1,087,000	1,362,000	275,000
MUNICIPAL STREETS			
Means of Financing:			
Taxes – BWATC	\$ 450,000	\$ 480,000	\$ 30,000
Estimated Requirements:			
Personal Services	30,705	298,160	267,455
Contractual Services	529,202	562,202	33,000
Transfer to Major Streets	2,550,000	2,800,000	250,000
Transfer to Local Streets	625,000	900,000	275,000

STREETSCAPE FUND

Means of Financing

Transfer from other funds	\$	-	\$	18,000	\$	18,000
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Estimated requirements

Public Works		34,750		53,450		18,700
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MCMORRAN FUND

Means of Financing

Transfer from other funds	\$	550,000	\$	1,050,000	\$	500,000
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Estimated requirements

Personal services		1,323,893		1,379,513		55,620
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Capital outlay		9,800		232,800		223,000
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From the City Manager
June 22, 2026

TO: James R. Freed, City Manager
Mayor and City Council

FROM: Lee V. Ward, CPA, Director of Finance

Attached is a supplemental budget amendment for the 2025-2026 fiscal year adjusting sources of the means of financing and estimated requirements for the general, major streets, local streets and municipal streets, streetscape and McMorran funds in anticipation of the closing of the fiscal year. The amendment was prepared to reflect activities during this fiscal year.

General Fund

The original budget was adopted in anticipation of using American Rescue Plan Act (ARPA) funding for capital projects. Also, the City had ARPA funds committed to pass through to other agencies in support of these local agencies, but the timing of the use was uncertain due to the entities having to complete the necessary documentation to receive such funding and the timing of the projects. Therefore, the General Fund is being amended to account for the use of the funds increasing both the budgeted revenue and expenditures by \$310,000.

The wages for fiscal year 2026 were budgeted anticipating a 2% increase. However, union contract negotiations and approval of, increased the wage increase from 2% to 3%. As a result, the budgeted wages and related fringes will be amended to account for the additional 1%.

During fiscal year 2026 city staff was rewarded with two efficiency stipend payments. As a result, the general fund budget will be amended to account for the additional wages and fringes. General fund expenditures will be amended by \$918,320.

During fiscal year 2026, in an effort to retain the dedicated police and fire staff, it was agreed upon that police and fire personnel will receive a one-time payment of \$10,000 to stay on staff with the City of Port Huron for the next three years. As a result, the general fund budget will be amended to account for the additional wages and fringes. General fund expenditures will be amended by \$1,280,500.

During fiscal year 2026, the fire departments self-contained breathing apparatus's (SCBA's) were becoming out dated. It was approved for the department to purchase new SCBA's for the entire department. General fund expenditures will be amended by \$411,485 to account for the purchase.

During fiscal year 2026, DTE cost came in higher than originally budgeted. General fund expenditures will be amended by \$50,000 to account for the additional cost.

During fiscal year 2026, budgeted cost for inspection increased as a result of more permits being issued. General fund expenditures will be amended by \$50,000

During fiscal year 2026, parks incurred additional cost for the purchase and installation of a play structure at Kind Park, installing new aluminum bleachers at Knox park, and the purchase of a new Kubota Skid Steer. General Fund expenditures will be amended by \$133,112.

During fiscal year 2026, lighthouse park incurred additional cost towards the purchase and eventual installation of a new pavilion. The General fund expenditures will be amended by \$13,655.

During fiscal year 2026, Palmer Park Recreation Center incurred additional cost to hook the HVAC units to the stand-by generator. General fund expenditures will be amended by \$18,500.

During fiscal year 2026, the city renovated and opened the Elger Harvey Community Center for both City and public use. The General Fund will be amended to account for the fiscal year 2026 activity. General Fund expenditures will be amended by \$274,950.

The General Fund will be amended by \$29,000 to account for the emergency repairs to the Edison Depot.

The General Fund project expense will be amended by \$880,000 to account for additional cost in relation to the improvements being made at 16th Street Park, Sanborn Park, the tainter gate, bridge to bay signage and improvements made to the Harrison Center. A \$500,000 grant was received for the Harrison Center improvements amending general fund revenues by said amount.

With the construction of the new Fire Station No. 1 the River St. Central Fire Station was demolished. Cost carried over into fiscal year 2026. General Fund expenditures will be amended by \$35,000 to account for the final payment of the demolition.

Transfers to other funds is being amended to increase the transfer to the McMorran and Streetscape fund, increasing the budgeted amount by \$500,000 and \$18,000, respectively, to subsidize their operation.

Street Funds (Major, Local & Municipal)

The Major and Local Street Funds expenditures will be amended to account for change orders and the timing street projects taking place, crossing into different budget years.

The Municipal Streets Fund expenditures will be amended to account for the additional 1% and stipend payments noted earlier. Payment to Blue Water Area Transit (BWAT) will be amended as the taxes collected for BWAT were higher than originally budgeted, thus increasing the payment. Transfer out to Local and Major will be increased to fund the increase in expenditures as previously noted.

Streetscape fund

The Streetscape Fund transfer in from other funds is being amended to account for the transfer from the General Fund. Also, expenditures are being amended by \$18,000 to account for the additional cost related to snow removal and the unanticipated purchase of operating supplies.

McMorran Fund

The McMorran Fund expenses is being amended by \$55,620 to account for the additional wages in relation to the extra 1% increase and the two efficiency stipends noted above. McMorran expenditures are also being amended by \$223,000 to account for the final payment of the parking gate system, compressor and motor for the ice surface, sculpture/fountain restoration and speakers for the theater balcony. As noted previously, the General Fund transfer out is being amended to subsidize the operations in the McMorran fund. McMorran Fund transfer in from other funds will be amended to account for the increase in the general fund.

FCM #26-027

Receive and file notification that Dale Hemmila has been reappointed by the City Manager to the Port Huron Housing Commission with a term to expire on June 30, 2031.

FROM THE CITY MANAGER:

It is stated in the City Ordinance Code, Chapter 2, Administration, Article IV, Boards and Commissions, Division 3, Sections 2-457 and 2-458, concerning the Port Huron Housing Commission:

Sec. 2-457: The housing commission shall consist of five members to be appointed by the city manager. Each member of the housing commission shall be, at the time of his appointment, and shall remain during his term of office, a bona fide resident of the city. One member of the commission shall be a tenant of public or subsidized housing.

Sec. 2-458: Members of the housing commission shall be appointed for staggered terms of five years. Members of the housing commission may be removed from office by the city council upon the recommendation of the city manager.

NOW, THEREFORE, notification is hereby provided to the Port Huron City Council that the Port Huron City Manager has reappointed Dale Hemmila to the Port Huron Housing Commission for a term to expire June 30, 2031.

RES #26-081

Approving the agreement with BMJ Engineers and Surveyors, Inc., for professional design and construction engineering services for the 24th Street and Elmwood Area Resurfacing project. (Streets Fund)

WHEREAS, 24th Street from Cleveland Avenue to Electric Avenue and Elmwood Street from Stone Street to Gratiot Avenue require reconstruction, resurfacing or panel replacements due to deterioration; and

WHEREAS, two projects have been identified to reconstruct or rehabilitate these segments of roadway; and

WHEREAS, Project 1 includes 24th Street from Cleveland Avenue to Electric Avenue; and

WHEREAS, Project 2 includes Elmwood Street from Stone Street to Gratiot Avenue along with any necessary utility improvements; and

WHEREAS, these projects have been separated due to funding sources; and,

WHEREAS, Project 1 was awarded a \$375,000.00 Michigan Department of Transportation TEDF Category F grant; and

WHEREAS, the remainder of Project 1 will be paid for with local funds; and

WHEREAS, Project 2 will be funded entirely by local funds; and

WHEREAS, the two projects have been paired together for professional engineering services; and

WHEREAS, it is necessary to perform professional engineering services for both projects; and

WHEREAS, the City of Port Huron received six proposals to complete the professional engineering services; and

WHEREAS, the City of Port Huron has selected BMJ Engineers & Surveyors, Inc. to perform the professional engineering services; and

WHEREAS, there has been prepared an agreement between the city and BMJ Engineers & Surveyors, Inc., for professional engineering design, construction staking, construction observation, and construction conformance record drawings services;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby approve the agreement with BMJ Engineers & Surveyors, Inc. for professional engineering services for the 24th and Elmwood Street projects and authorizes the appropriate city officials to execute said agreement.

[Agreement; BMJ Engineers & Surveyors 24th Street & Elmwood Street Projects](#)

THIS AGREEMENT entered into the ____ day of _____, 2026, by and between the CITY OF PORT HURON, MICHIGAN, hereinafter referred to as the “CITY”, and BMJ Engineers & Surveyors, Inc., hereinafter referred to as the “ENGINEER”.

WITNESSETH, that whereas it is the intent of the CITY to construct the public improvement, hereinafter called the “PROJECT”:

24TH AND ELMWOOD STREET ENGINEERING SERVICES

PROJECT NO. C26-0010 & E26-0020

DESCRIPTION:

Professional engineering services for the purpose of proposed improvements for two segments of roadway. The improvements consists of road reconstruction, resurfacing, concrete panel replacement and select municipal utility work, including water main replacement, lead service replacement, and select storm and sanitary sewer replacement. Services required, but may not be limited to: topographic design survey, engineering design, permit preparation, construction plan preparation, construction engineering and oversight, construction staking, office technician work, and construction conformance record drawing preparation. The project has been split into two separate projects due to funding sources. The two projects are as follows:

1. C26-0010 - 24th Street Resurfacing and Panel Replacement Project – Electric Avenue to Cleveland Avenue
 - a. Milling and resurfacing and concrete panel replacement
 - b. Select base repairs
 - c. ADA improvements
 - d. Michigan Department of Transportation (MDOT) TEDF Category F Grant
2. E26-0020 – Elmwood Road Reconstruction and Utility Replacement Project – Stone Street to Gratiot Avenue
 - a. Road reconstruction
 - b. Water main and lead service replacements
 - c. Select storm and sanitary sewer replacement based on sewer televising.
 - d. Sidewalk replacement including ADA improvements

NOW, THEREFORE, the CITY and the ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1 -- BASIC SERVICES OF THE ENGINEER

A. GENERAL:

1. The ENGINEER agrees to perform professional services in connection with the PROJECT as hereinafter stated.

2. The ENGINEER shall develop the design in accordance with all applicable federal, state and local laws and regulations in effect at the time ENGINEER'S services are performed, including but not limited to all applicable Americans with Disabilities Act, Federal Rehabilitation Act, and State Disability Law Standards and Specifications.
3. The ENGINEER will serve as the CITY'S professional representative in the design phases of the PROJECT, and will give consultation and advice to the CITY during the performance of their services.
4. The ENGINEER agrees to prepare and furnish deliverables in accordance with the following milestone schedule:
 - a. June 17, 2026: Scope Confirmation Meeting
 - b. Project 1 – 24th Street (C26-0010)
 - i. September 23, 2026: Submit Preliminary Plans and Specification to City for Review (60% Complete)
 - ii. October 7, 2026: Review Meeting with City to Discuss Preliminary Plans and Specifications
 - iii. November 30, 2026: Submit 90% Complete Plans and Specifications to City for Review
 - iv. December 16, 2026: 90% Complete Review Meeting with City
 - v. January 27, 2027: Advertise Project
 - vi. February 24, 2027: Bid Opening
 - c. Project 2: Elmwood (E26-0020)
 - i. June 7, 2027: Preliminary Plans and Specifications to City for Review (60% Complete)
 - ii. June 23, 2027: Review Meeting with City to Discuss Preliminary Plans and Specifications
 - iii. September 8, 2027: Submit 90% Complete Plans and Specifications to City for Review
 - iv. September 28, 2027: Review Meeting with City to Discuss 90% Complete Plans and Specifications
 - v. November 23, 2027: Advertise Project
 - vi. December 15, 2027: Bid Opening

B. PROJECT 1 – TASK I: CONSTRUCTION PLAN PREPARATION AND ENGINEERING
 Upon execution of this Agreement, the ENGINEER will proceed with the PROJECT as follows:

1. The ENGINEER shall prepare topographic design survey for preparation of construction plans. This task shall include, but is not limited to: inventory of existing manhole structures (rim elevations, condition), existing roadway cross section (top of curb, gutter, crown), existing sidewalk and right-of-way elevations. Topographic survey shall include the installation of benchmarks (USLS35 for vertical datum). Topographic survey shall also include property lines of adjacent properties and house numbers.
2. ENGINEER shall prepare necessary preliminary engineering studies, reports and designs for review and approval by the CITY and other required approving agencies.

3. ENGINEER shall prepare construction plans for road resurfacing and panel replacement. Plan layout shall be subject to City of Port Huron approval.
4. ENGINEER shall prepare preliminary layouts, sketches, outlines, specifications and reports when necessary, including specific recommendations.
5. ENGINEER shall prepare addenda as required for the PROJECT.
6. ENGINEER shall assist the CITY in obtaining and evaluating bids and awarding a contract for the construction of the project.
7. ENGINEER shall be responsible for communications with residents, businesses and public related to this project, including, but not limited to: notifications, easements, agreements.
8. ENGINEER shall attend and participate in various meetings including, but not limited to: preconstruction, preproduction, grade inspection, public input meeting, public informational meeting, preliminary plan review meeting, progress meetings, etc.
9. CITY agents have been contracted to perform soil borings for the project. ENGINEER shall review the soil boring logs and consider existing geotechnical information in the proposed design and adjust accordingly.
10. Services requested shall conform to current City of Port Huron and all governing agencies standards and specifications.
11. ENGINEER shall apply and modify all documents as required to secure all necessary permits and clearances (including, but not limited to: soil erosion, SCCRC, MDOT) required for the project on behalf of the City. ENGINEER shall prepare the program application as required.
12. ENGINEER shall be responsible for creating temporary easements descriptions and other information required for temporary easements.
13. ENGINEER shall be responsible for coordination with nearby projects and other projects that share a similar detour to limit disruption to the circulation of traffic throughout the City of Port Huron.
14. ENGINEER shall prepare and submit necessary documents to MDOT as required for the grant, including, but not limited to: plans, specifications, special provisions, program application, etc.
15. Preliminary (60% complete) construction plans and specifications shall be prepared by the ENGINEER and submitted to the CITY for review. The preliminary plans shall be completed and submitted to the CITY by the date specified in Section 1.A.4 of this agreement. Preliminary plan and specification review with City staff will be conducted after that date. Comments shall be incorporated into the plans and specifications and revised

documents shall be submitted for final review (90% complete) by the date specified in Section 1.A.4 of this agreement.

16. Final review (90% complete) construction plans and specifications shall be prepared by the ENGINEER and submitted to the CITY for review. The 90% complete plans and specifications shall be completed and submitted to the City by the date specified on Section 1.A.4 of this agreement. Final review meeting to discuss 90% complete plans and specifications with City staff will be conducted after that date. Comments shall be incorporated into the plans and specifications and the finalized plans and specifications (ready for bidding) shall be submitted by the date specified in Section 1.A.4 of this agreement.
17. Final plans and specifications (ready for bidding) shall be submitted by the date specified in Section 1.A.4 of this agreement. All final plans shall be prepared in 1" = 40' scale and be submitted in a suitable digital format. A different scale may be used if approved by the CITY. The final construction plans for this project shall include all required information needed to provide the CITY with a complete project ready to use after completion. Final plans and specifications (ready for bidding) are due to the CITY by the date specified in Section 1.A.4 of this agreement.
18. The CITY will provide a generalized set of special provisions to the ENGINEER. The ENGINEER shall prepare the required special provisions and proposal items for the MDOT bidding process. The ENGINEER shall review the CITY's special provisions and use when applicable. If any new special provisions are required, the ENGINEER shall prepare a new special provision and submit for MDOT and CITY review.
19. Drafting shall be in accordance with City of Port Huron drafting standards. Sheet layout shall be at the approval of the CITY.
20. ENGINEER shall respond to request for information during the bidding process and prepare addenda as required.

C. PROJECT 1 – TASK II: CONSTRUCTION STAKING, OBSERVATION, AND OFFICE TECH SERVICES

1. ENGINEER shall provide written clarifications or changes to contract documents as necessary and distribute.
2. The ENGINEER shall provide surveying staff to perform construction staking and layout. This task may include, but is not limited to: construction staking for the installation of storm sewer, sidewalk or flatwork, and concrete curb and gutter. Notification for staking request, for any of the abovementioned work, shall be no less than 48 hours.
3. ENGINEER shall attend and participate in progress meetings, public informational meetings, preproduction meetings, etc. This shall include the development of graphics, schematics, agendas, and meeting minutes.

4. ENGINEER shall provide staff and services for Office Tech services. ENGINEER shall be responsible for ensuring that project is closed out in a timely manner and no later than what is required for the grant.
5. ENGINEER shall provide recommendations to the CITY for disapproval or rejection of failing to conform to the plans, specifications, or contract documents.
6. ENGINEER shall provide a copy of daily inspection and construction observation reports compatible with Field Manager.
7. ENGINEER shall provide periodic resident project representative (RPR) at the Project site as agreed upon and during periods when the Contractor is performing critical work. The ENGINEER shall not be responsible for the means, methods, techniques, sequence or procedures selected by the Contractor or the safety precautions and programs incident to the work of the Contractor.
8. ENGINEER shall coordinate materials testing personnel, which is to be performed by a company contracted by the CITY for that purpose. ENGINEER shall be responsible for ensuring that the final project is built in accordance with the construction plans and specifications.
9. ENGINEER shall recommend changes in the work when necessary and receive CITY approval prior to issuing instructions to the Contractor. ENGINEER shall record approved change orders.
10. ENGINEER shall conduct a final review of the PROJECT and prepare a final list of items to be completed or corrected. Check that all items on the final list have been completed or corrected and make recommendations to the CITY concerning final acceptance.
11. ENGINEER shall not direct the Contractor to suspend or stop work, except if directed in writing by the CITY.
12. ENGINEER shall provide field information and prepare sketches, notes and reports related to the PROJECT to be used as record information of the construction process.
13. ENGINEER shall furnish a reproducible set of revised construction drawings conforming to Contractor's record of construction and ENGINEERS observations for the PROJECT.
14. ENGINEER shall provide construction administration services including, but not limited to pay estimates, contract modifications, and contractor claims.
15. ENGINEER shall develop and maintain punch list
16. ENGINEER shall closeout project in accordance with grant requirements.
17. ENGINEER shall provide construction engineering services throughout the duration of the project.

D. PROJECT 1 – TASK III: CONSTRUCTION CONFORMANCE RECORD DRAWINGS

1. ENGINEER shall prepare construction conformance record drawings showing the final configuration of the project as it was constructed within 2 months of reaching substantial completion in an approved digital format.
2. The ENGINEER will provide construction conformance record drawings in accordance with City Drafting Standards on an approved digital format and original mylars (24" x 36").
3. ENGINEER will use information provided by the construction observer to supplement the post-construction survey, prepare the plans, and provide a draft version for review by the CITY.
4. ENGINEER shall deliver project records including: reports, design notes, photos, and other pertinent information related to the project for record keeping purposes.
5. ENGINEER shall incorporate feedback and provide the final version to the CITY.

E. PROJECT 2 – TASK I: CONSTRUCTION PLAN PREPARATION AND ENGINEERING

Upon execution of this Agreement, the ENGINEER will proceed with the PROJECT as follows:

1. ENGINEER shall prepare topographic design survey for preparation of construction plans. This task shall include, but is not limited to: inventory of existing manhole structures (invert elevations, condition, pipe size, sump elevation), existing roadway cross section (top of curb, gutter, crown), existing sidewalk and right-of-way elevations. Topographic survey shall include the installation of benchmarks (USLS35 for vertical datum). Topographic survey shall also include property lines of adjacent properties and house numbers.
2. ENGINEER shall prepare necessary preliminary engineering studies, reports and designs for review and approval by the CITY and other required approving agencies.
3. ENGINEER shall prepare construction plans for road reconstruction, water main replacement, select sewer repairs, and lead service replacements. Plan layout shall be subject to CITY approval.
4. ENGINEER shall prepare preliminary layouts, sketches, outlines, specifications and reports when necessary, including specific recommendations.
5. ENGINEER shall prepare addenda as required for the PROJECT.
6. ENGINEER shall assist the CITY in obtaining and evaluating bids and awarding a contract for the construction of the project.
7. ENGINEER shall be responsible for communications with residents, businesses and public related to this project, including, but not limited to: notifications, easements, agreements.
8. ENGINEER shall attend and participate in various meetings including, but not limited to:

preconstruction, preproduction, public input meeting, public informational meeting, preliminary plan review meeting, progress meetings, etc.

9. City agents have been contracted to perform soil borings for the project. ENGINEER shall review the soil boring logs and consider existing geotechnical information in the proposed design and adjust accordingly.
10. Services requested shall conform to current City of Port Huron and all governing agencies standards and specifications.
11. ENGINEER shall apply and modify all documents as required to secure all necessary permits and clearances (including, but not limited to: soil erosion, SCCRC, MDOT, EGLE) required for the project on behalf of the City.
12. ENGINEER shall be responsible for creating temporary easements descriptions and other information required for temporary easements.
13. City agents have been contracted to televise the existing sewer in the project area. ENGINEER shall also be responsible for reviewing sewer televising videos and make repair recommendations and include accepted repair methodology in the plans. ENGINEER shall perform dye testing where there is suspected illicit connections.
14. ENGINEER shall be responsible for coordination with nearby projects and other projects that share a similar detour to limit disruption to the circulation of traffic throughout the City of Port Huron.
15. Preliminary (60% complete) construction plans and specifications shall be prepared by the ENGINEER and submitted to the CITY for review. The preliminary plans shall be completed and submitted to the CITY by the date specified Section 1.A.4 of this agreement. Preliminary plan and specification review with CITY staff will be conducted after that date. Comments shall be incorporated into the plans and specifications and the revised documents shall be submitted for final review (90% complete) by the date specified in Section 1.A.4 of this agreement.
16. Final review (90% complete) construction plans and specifications shall be prepared by the ENGINEER and submitted to the CITY for review. The 90% complete plans and specifications shall be completed and submitted to the CITY by the date specified in Section 1.A.4 of this agreement. Final review meeting to discuss 90% complete plans and specifications with CITY staff will be conducted after that date. Comments shall be incorporated into the plans and specifications and the finalized plans and specifications (ready for bidding) shall be submitted by the date specified in Section 1.A.4 of this agreement.
17. Final plans and specifications (ready for bidding) shall be submitted by the date specified in Section 1.A.4 of this agreement. All final plans shall be prepared in 1" = 40' scale and be submitted in a suitable digital format. A different scale may be used if approved by the CITY. The final construction plans for this project shall include all required information

needed to provide the CITY with a complete project ready to use after completion. Final plans and specifications (ready for bidding) are due to the CITY by the date specified in Section 1.A.4 of this agreement.

18. The CITY will provide a generalized set of special provisions to the ENGINEER. The ENGINEER shall prepare the required plans and specifications for bidding purposes. The ENGINEER shall use the CITY's special provisions and use when applicable. If any new special provisions are required, the ENGINEER shall prepare a new special provision and submit for CITY review.
19. Drafting shall be in accordance with City of Port Huron drafting standards. Sheet layout shall be at the approval of the CITY.
20. ENGINEER shall respond to request for information during the bidding process and prepare addenda as required.

F. PROJECT 2 – TASK II: CONSTRUCTION STAKING, OBSERVATION, AND OFFICE TECH SERVICES

1. ENGINEER shall provide written clarifications or changes to contract documents as necessary and distribute.
2. The ENGINEER shall provide surveying staff to perform construction staking and layout. This task may include, but is not limited to: construction staking for the installation of water main, sewer, sidewalk or flatwork, and concrete curb and gutter. Notification for staking request, for any of the abovementioned work, shall be no less than 48 hours.
3. ENGINEER shall attend and participate in progress meetings, public informational meetings, preproduction meetings, etc. This shall include the development of graphics, schematics, agendas, and meeting minutes.
4. ENGINEER shall provide staff and services for Office Tech services.
5. ENGINEER shall provide recommendations to the City for disapproval or rejection of failing to conform to the plans, specifications, or contract documents.
6. ENGINEER shall provide a copy of daily inspection and construction observation reports compatible with Field Manager.
7. ENGINEER shall provide periodic resident project representative (RPR) at the Project site as agreed upon and during periods when the Contractor is performing critical work. The ENGINEER shall not be responsible for the means, methods, techniques, sequence or procedures selected by the Contractor or the safety precautions and programs incident to the work of the Contractor.
8. ENGINEER shall coordinate materials testing personnel, which is to be performed by a company contracted by the CITY for that purpose. ENGINEER shall be responsible for

ensuring that the final project is built in accordance with the construction plans and specifications.

9. ENGINEER shall recommend changes in the work when necessary and receive CITY approval prior to issuing instructions to the Contractor. ENGINEER shall record approved change orders.
10. ENGINEER shall conduct a final review of the PROJECT and prepare a final list of items to be completed or corrected. Check that all items on the final list have been completed or corrected and make recommendations to the CITY concerning final acceptance.
11. ENGINEER shall not direct the Contractor to suspend or stop work, except if directed in writing by the CITY.
12. ENGINEER shall provide field information and prepare sketches, notes and reports related to the PROJECT to be used as record information of the construction process.
13. ENGINEER shall furnish a reproducible set of revised construction drawings conforming to Contractor's record of construction and ENGINEER'S observations for the PROJECT.
14. ENGINEER shall provide construction administration services including, but not limited to pay estimates, contract modifications, and contractor claims.
15. ENGINEER shall develop and maintain punch list
16. ENGINEER shall closeout project in accordance with grant requirements.
17. ENGINEER shall provide construction engineering services throughout the duration of the project.

G. PROJECT 2 – TASK III: CONSTRUCTION CONFORMANCE RECORD DRAWINGS

1. ENGINEER shall prepare construction conformance record drawings showing the final configuration of the project as it was constructed within 2 months of reaching substantial completion in an approved digital format.
2. The ENGINEER will provide construction conformance record drawings in accordance with City Drafting Standards on an approved digital format and original mylars (24" x 36").
3. ENGINEER will use information provided by the construction observer to supplement the post-construction survey, prepare the plans, and provide a draft version for review by the CITY.
4. ENGINEER shall deliver project records including: reports, design notes, photos, and other pertinent information related to the project for record keeping purposes.
5. ENGINEER shall incorporate feedback and provide the final version to the city.

SECTION 2 -- ADDITIONAL SERVICES OF THE ENGINEER

A. GENERAL:

If authorized in writing by the CITY, the ENGINEER shall furnish or obtain from others additional services of the following types which will be paid for by the CITY as indicated in Paragraph 5.B.

1. Furnishing property surveys, boundary surveys, right-of-way surveys, core borings, probings or subsurface explorations; television inspection of sewers; hydrographic surveys; laboratory testing, and inspection of samples or materials; and other special consultation.
2. Additional services due to significant changes in general scope of the PROJECT or its design.
3. Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, appraisals and valuations.
4. Additional services in connection with the PROJECT not otherwise provided for in this agreement, subject to prior approval of the CITY.
5. Assistance in the initial start-up and test operation of equipment or systems and the preparation of manuals of operation and maintenance as deemed necessary by the CITY.

SECTION 3 -- THE CITY'S RESPONSIBILITIES

The CITY will:

1. Provide full information as to its requirements for the PROJECT.
2. Assist the ENGINEER by placing at his/her disposal all available information pertinent to the site of the PROJECT, including previous reports and any other data relative to design and construction of the PROJECT.
3. Provide access for the ENGINEER to enter upon public lands as required for the ENGINEER to perform his work under this agreement.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
5. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
6. Provide reasonable legal, accounting and insurance counseling service for the PROJECT.

7. Designate a person to act as the CITY's representative with respect to the work to be performed under this agreement and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to material, equipment elements and systems pertinent to the work covered by this agreement.
8. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such bodies as may be necessary for completion of the PROJECT. Permit and review fees will be the responsibility of the CITY.
9. Give prompt notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any defect in the PROJECT.
10. Furnish, or direct the ENGINEER to provide at the CITY's expense, necessary additional services as stipulated in Section 2 of this agreement, or other services as required.

SECTION 4 -- PERIOD OF SERVICE

1. Upon written authorization from the CITY, the ENGINEER will proceed with the performance of the services called for in this agreement.
2. Unless sooner terminated as provided in Paragraph 6.A, this agreement shall remain in force: (1) for a period which may reasonably be required for the award of contracts for the PROJECT, including extra work and any required extension thereto; (2) unless a notice to suspend work issued by the CITY and received by the ENGINEER extends for a period of 12 months from the date of work last authorized.
3. The ENGINEER will perform the services described in the Milestone Schedule included in Section 1 of this agreement.

SECTION 5 -- PAYMENTS TO THE ENGINEER

A. PAYMENT for Basic Services of the ENGINEER under SECTION 1:

1. The CITY will pay the ENGINEER for professional engineering services under Section 1 performed by personnel assigned to the regularly established office of the ENGINEER, based on the ENGINEER's billing rates as to be invoiced on an hourly basis in accordance with the hourly rates in Appendix A plus the actual cost of reimbursable expenses as defined in Section 5.B.3, not to exceed, unless otherwise authorized:

Project 1: Task I: Construction Plan Preparation & Engineering	\$54,000.00
Project 1: Task II: Construction Staking, Inspection, and	\$59,635.00

Office Tech Services	
Project 1: Task III: Construction Conformance Record Drawings	\$5,750.00
Project 2: Task I: Construction Plan Preparation & Engineering	\$76,040.00
Project 2: Task II: Construction Staking, Inspection, and	\$131,925.00
Office Tech Services	
<u>Project 2: Task III: Construction Conformance Record Drawings</u>	<u>\$7,895.00</u>
TOTAL:	\$335,245.00

2. The fee as defined above shall be allocated to the phases of work as follows:

Monthly upon evaluation of the progress by the CITY.

B. PAYMENT for Additional Services of the ENGINEER under SECTION 2:

1. The CITY will pay the ENGINEER for basic services performed by personnel assigned to the regularly established office of the ENGINEER based on the ENGINEER's billing rates as shown in Appendix A.
2. The CITY will pay the ENGINEER for additional services performed in connection with administering subcontracts for services of the types provided in Section 2.A on the basis of the actual cost of those services times a factor of 1.10 to provide for applicable general overhead and profit.
3. Reimbursable expenses are expenses related to the project, generally paid under purchase order to outside vendors (i.e. print production).
4. Payments for additional services pursuant to written agreement between the CITY and the ENGINEER shall be made upon presentation of the ENGINEER's detailed statement. No other additional services shall be compensable.

C. GENERAL:

1. The ENGINEER's Hourly Rate Schedule, included in Appendix A, includes the cost of salaries and wages, fringe benefits, direct and indirect expenses and profit, transportation costs, telephone charges, and copying costs are included in the ENGINEER's billing rate schedule and will not be charged separately.
2. If this agreement is terminated upon completion of any phase of the ENGINEER's services, the progress payments to be made in accordance with Section 5.A. and 5.B. on account of all prior phases shall constitute total payment for services rendered; if terminated during any phase of the work not due to any fault of the ENGINEER, the ENGINEER shall be paid for services performed during such phase on the basis of hours worked.
3. If prior to termination of this agreement, any work designed or specified by the ENGINEER during any phase of the work is suspended in whole or in part or abandoned not due to any fault of the ENGINEER, after written notice from the CITY, the

ENGINEER shall be paid for services performed on account of it prior to receipt of such notice from the CITY as provided in Section 5.A,B for termination during any phase of the work.

SECTION 6 -- GENERAL CONSIDERATIONS

A. Termination:

1. This agreement may be terminated by mutual written consent of the parties hereto.
2. This agreement may also be terminated by the CITY for any reason upon fourteen (14) days written notice. If this agreement is so terminated, the ENGINEER shall be paid as provided in Paragraph 5.A,B.
3. The ENGINEER shall provide work product that has been paid for up to the date of termination.

B. Ownership:

All documents, except original drawings, but including estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The CITY shall be provided a set of reproducible copies of record documents. Copies of documents that may be relied upon by the CITY are limited to the printed copies that are signed or sealed by the ENGINEER.

C. Engineer's Opinions of Probable Cost:

Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding and market conditions, the engineer's opinion of probable cost provided for herein are to be made on the basis of his experience and professional judgment.

D. Insurance – Save Harmless:

The ENGINEER shall secure and maintain such insurance as will protect the ENGINEER and the CITY from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise due to his negligence in the performance of services under this agreement. The ENGINEER shall hold the CITY harmless from any damages that result from the ENGINEER's negligent acts, errors or omissions related to services performed during the project. The Engineer shall maintain and provide proof of Professional Liability Coverage in the amount of \$5,000,000.00 per claim with a carrier licensed to do business in Michigan which is acceptable to the CITY.

E. Successors and Assigns:

The CITY and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement; except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer his interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

F. Independent Contractor:

It is understood and agreed that the ENGINEER is an independent contractor, responsible to the CITY for the results of this undertaking by him and is not an employee or agent of the CITY.

G. Compliance with City Charter:

ENGINEER agrees to the terms and shall be responsible to comply with, and cause to be complied with Sections 2-6, 10-5 and 10-6 of Chapters 2 and 10 of the Charter of the City of Port Huron, Michigan, accepted January 1, 2011, and to notify the City immediately of any contemplated or known violation thereof, or exception relating thereto.

H. Non-Discrimination:

The ENGINEER and/or any sub-contractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his race, color, religion, national origin or ancestry.

The ENGINEER and/or any sub-contractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to his hire, tenure, terms, conditions or privileges of employment, because of his age or sex, except where based on a bona fide occupational qualification.

I. Electronic Records:

Electronic records furnished by the ENGINEER shall be in a format compatible with the CITY's electronic media. The CITY shall confirm the proper operation of electronic records furnished by the ENGINEER and give prompt notice if any operational or technical deficiencies exist.

SECTION 7 -- SPECIAL PROVISIONS

The CITY and the ENGINEER mutually agree that this agreement shall be subject to the following special provisions which, together with the provisions hereof and the exhibits hereto represent the entire agreement between the CITY and ENGINEER; they may only be altered, amended or repealed by a duly executed written instrument.

Name, if any: N/A

IN WITNESS WHEREOF, the City of Port Huron officials signing below are authorized to sign this agreement as provided for in the 2011 City Charter of the City of Port Huron, Chapter 10, Section 10-1.

CITY OF PORT HURON

APPROVED AS TO SUBSTANCE:

James R. Freed, City Manager

Anita R. Ashford, Mayor

APPROVED AS TO FORM:

ATTESTED TO:

, City Attorney

Cyndee M. Jonseck, City Clerk

CERTIFIED AS TO SUFFICIENCY OF FUNDS:

Lee V. Ward, Director of Finance

Dated: _____

CONSULTANT: BMJ Engineers & Surveyors, Inc.



Philip J. Porte, President

Dated: 6/9/2026

NOTE: This signature sheet is for the professional services agreement with BMJ Engineers & Surveyors, Inc. for engineering services for the 24th and Elmwood Street Engineering Services.

APPENDIX A

2026 Rates

Role in Project	Hourly Rate
Project Manager	\$ 175.00
Project Surveyor	\$ 175.00
Survey Crew Chief	\$ 100.00
Survey Assistant	\$ 85.00
Survey Technician III	\$ 115.00
Survey Technician II	\$ 95.00
Engineering Technician III	\$ 115.00
Senior Project Engineer	\$ 175.00
Administrative Assistant	\$ 75.00
Construction Technician III	\$ 115.00

2027 Rates

Role in Project	Hourly Rate
Project Manager	\$ 180.00
Project Surveyor	\$ 180.00
Survey Crew Chief	\$ 105.00
Survey Assistant	\$ 90.00
Survey Technician III	\$ 120.00
Survey Technician II	\$ 100.00
Engineering Technician III	\$ 120.00
Senior Project Engineer	\$ 180.00
Administrative Assistant	\$ 75.00
Construction Technician III	\$ 120.00

2028 Rates

Role in Project	Hourly Rate
Project Manager	\$ 185.00
Project Surveyor	\$ 185.00
Survey Crew Chief	\$ 110.00
Survey Assistant	\$ 95.00
Survey Technician III	\$ 125.00
Survey Technician II	\$ 105.00
Engineering Technician III	\$ 125.00
Senior Project Engineer	\$ 185.00
Administrative Assistant	\$ 80.00
Construction Technician III	\$ 125.00

CITY OF PORT HURON
(St. Clair County, Michigan)

Resolution No. _____

**RESOLUTION TO AUTHORIZE ISSUANCE
OF SEWAGE DISPOSAL SYSTEM REVENUE BONDS**

Minutes of a regular meeting of the City Council of the City of Port Huron, St. Clair County, Michigan, held at the City Hall on June 22, 2026, at _____ p.m., local time.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by Member _____ and supported by Member _____:

WHEREAS, pursuant to Act 94, Public Acts of Michigan, 1933, as amended (the “Act”) the City Council of the City of Port Huron (the “City”) has determined to make improvements to the City’s Sewage Disposal System; and

WHEREAS, the improvements will enable the City to provide more efficient and better quality public services to the users of the Sewage Disposal System; and

WHEREAS, the cost of making the improvements is estimated to be \$11,780,000; and

WHEREAS, the improvements shall be financed in part by the issuance of revenue bonds in accordance with the Act.

WHEREAS, the Act permits the City to authorize, within limitations that shall be contained in the authorization resolution, an officer to sell, deliver and receive payment for obligations, and to approve interest rates or methods for fixing interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, optional or mandatory redemption rights or tender rights, obligations to be exercised by the City or the holder of the bonds, place of delivery and payment, and other matters and procedures necessary to complete an authorized transaction.

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. DEFINITIONS. Except as provided in this Resolution, the definitions contained in the Prior Resolution (defined below) shall apply to the terms in this Resolution. In addition, whenever used in this Resolution except when otherwise indicated by context, the following definitions shall apply to the terms in this Resolution:

(a) “Additional First Lien Bonds” means any additional bonds of equal standing with outstanding First Lien Bonds as authorized by Section 22 of the Prior Resolution, as amended.

(b) “Authorized Officer” means the Mayor, the City Manager, Clerk, and the Director of Finance of the City, or any one or more of them.

(c) “Bonds” as defined in the Prior Resolution shall include the Series 2026 Bonds that are being issued as First Lien Bonds under Section 22 of the Prior Resolution.

(d) “Construction Fund” shall mean the 2026 Sewage Disposal System Revenue Bonds Construction Fund created pursuant to Section 16 of this Resolution.

(e) “Improvements” means the design, acquisition, and construction of improvements to the System, including without limitation, the design, acquisition, construction, and installation of a new raw sewage pump, new collection and conveyance equipment in the primary clarifier and secondary clarifier tanks, lighting improvements in the primary, secondary, and thickener buildings, a new splitter box, piping and electrical improvements in the thickener building, replacement of the secondary building roof, replacement of the make up air units in the grit bay, grit channel room, primary building, and thickener building, repairs to the existing screw pumps, installation of access points to the screw pump room and solids handling transfer pump galley, cleanout of the retention basin and piping repairs, an odor control system evaluation, existing odor control and air handling system repairs, and a new odor control system, at the wastewater treatment plant (WWTP) and rehabilitation of the 10th Street, Holland Avenue, Indian Creek, and Thomas Street sanitary pump stations, as well as all work, equipment, and appurtenances necessary or incidental to these improvements and such other System improvements as the City shall determine to make.

(f) “Paying Agent” means the paying agent designated and serving pursuant to Section 8 of this Resolution.

(g) “Prior Resolution” means Resolution 24-108.

(h) “Resolution” means this Resolution and all amendments hereto.

(i) “Series 2026 Bonds” means the City’s Sewage Disposal System Revenue Bonds, Series 2026 issued pursuant to this Resolution.

Section 2. NECESSITY, PUBLIC PURPOSE: It is hereby determined to be necessary for the public health, safety, and welfare of the City to acquire and construct the Improvements to

the System in accordance with the maps, plans, and specifications therefore prepared by the City's consulting engineers, which are hereby approved.

Section 3. ESTIMATED COST; PERIOD OF USEFULNESS: The cost of the Improvements has been estimated by the engineers not to exceed \$11,780,000, including the payment of legal, engineering, financial and other expenses, which estimate of cost is approved and confirmed, and the period of usefulness of the Improvements is estimated to be greater than thirty (30) years.

Section 4. ISSUANCE OF BONDS. To pay a portion of the cost of designing, acquiring, and constructing the Improvements, to fund additional deposits to the Bond Reserve Account, and to pay the legal and financial expenses and all other expenses incidental to the issuance of the Series 2026 Bonds, the City shall borrow the sum of not to exceed \$11,780,000 and issue its revenue bonds pursuant to the provisions of the Act. The Series 2026 Bonds shall be issued in the aggregate principal sum of not to exceed \$11,780,000, as finally determined by the Authorized Officer in an order signed by the Authorized Officer (the "Sale Order").

Section 5. SERIES 2026 BOND TERMS. The Series 2026 Bonds shall be issued in fully registered form as to both principal and interest, in denominations of \$5,000 each or any multiple of that amount. The Series 2026 Bonds shall be dated the date of delivery, or such other date approved by the Authorized Officer, and shall mature serially or as term bonds subject to mandatory redemption as determined by the Authorized Officer in the Sale Order. The Series 2026 Bonds shall bear interest at a rate or rates and shall be payable semiannually on dates all as determined by the Authorized Officer at the time of sale. The Authorized Officer may alter the Bond terms within the parameters of this Resolution as hereafter provided.

Section 6. PAYMENT OF BONDS; PLEDGE OF NET REVENUES. As provided in Section 6 of the Prior Resolution, the principal of and interest on the Series 2026 Bonds, as First Lien Bonds, shall be payable solely from the Net Revenues derived from the operation of the System, including future improvements, enlargements and extensions thereof, after provision has been made for the payment of expenses of administration, operation and maintenance thereof and the Net Revenues of the System, including future enlargements, improvements, and extensions thereto, are hereby pledged to the payment of the principal of and interest on the Series 2026 Bonds. To secure the payment of the principal of and interest on the Series 2026 Bonds there is hereby created a statutory lien to and in favor of the Bondholders of the Series 2026 Bonds upon the Net Revenues

of the System, including future enlargements, improvements, and extensions thereof, which is a first lien of equal standing and priority with respect to the Net Revenues of the System securing First Lien Bonds that may be issued from time to time, and superior to the junior lien on the Net Revenues of the System securing any Junior Lien Bonds. The Net Revenues so pledged shall be and remain subject to such lien until the payment in full of the principal of and interest on the Series 2026 Bonds or until the Series 2026 Bonds are defeased.

The Series 2026 Bonds, including both principal and interest thereon, shall not be a general obligation of the City and shall not constitute an indebtedness of the City for the purpose of any debt limitations imposed by any applicable constitutional, statutory or charter provisions.

Section 7. PRIOR REDEMPTION.

(a) Redemption. The Series 2026 Bonds shall be subject to optional and mandatory redemption prior to maturity as determined by the Authorized Officer at the time of sale.

(b) Notice of Redemption. Notice of redemption of the Series 2026 Bonds shall be given by mail to the Registered Owners of the Series 2026 Bonds to be redeemed not less than 30 days prior to the date fixed for redemption, addressed to the Registered Owner at the registered address shown on the registration books of the City maintained by the Paying Agent. Series 2026 Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem the same.

Section 8. PAYING AGENT AND REGISTRATION.

(a) Appointment of Paying Agent. From time to time, the Authorized Officer shall designate and appoint a Paying Agent for the Series 2026 Bonds, which may also act as transfer agent and bond registrar. The initial Paying Agent for the Series 2026 Bonds shall be Argent Institutional Trust Company, Grand Rapids, Michigan, or such other Paying Agent designated by the Authorized Officer. The Authorized Officer is authorized to remove the Paying Agent and to appoint a successor Paying Agent. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than 60 days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Series 2026 Bonds.

(b) Book-Entry Eligible. At the option of the initial purchaser, the Series 2026 Bonds may be issued initially in book-entry-only form as one fully registered bond per maturity

and will be registered in the name of Cede & Co., as bondholder and nominee for the Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series 2026 Bonds, purchase of the Series 2026 Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof, and purchasers will not receive certificates representing their interest in Series 2026 Bonds purchased. Payment of principal and interest will be made by the Paying Agent to DTC. While the Series 2026 Bonds are held in book-entry-only form, the Series 2026 Bonds shall be transferred in accordance with the procedures established by DTC. So long as the Series 2026 Bonds are registered to DTC or another bond depository, the Paying Agent or bond registrar shall have no responsibility with respect to such transfers. The Authorized Officer shall have the authority from time to time to appoint a successor depository trustee to serve in the place of DTC. While the Series 2026 Bonds are issued in book-entry-only form the Paying Agent shall serve as paying agent only.

(c) Registration of Bonds Outside of Book-Entry. If book-entry form is not chosen or is discontinued, the provisions of Section 8(c) of the Prior Resolution shall apply to the Series 2026 Bonds.

Section 9. SALE OF BONDS. The Series 2026 Bonds shall be sold pursuant to a competitive sale. The Authorized Officer shall set the date and time for sale of the Series 2026 Bonds, which date shall be at least seven (7) days after the publication of the official notice of sale and the Authorized Officer shall cause notice of the sale of the Series 2026 Bonds to be published in *The Bond Buyer*, which notice shall be in such form as is approved by the Authorized Officer. Following the receipt of such bids, the Authorized Officer is authorized to award the Series 2026 Bonds to the successful bidder therefor or reject all bids and negotiate the sale of the Series 2026 Bonds with a selected purchaser.

Section 10. BOND FORM. The Series 2026 Bonds shall be substantially in the form attached hereto as Exhibit A, and incorporated herein, with such completions, changes and additions as may be recommended by the City’s Bond Counsel and approved by the officers of the City signing the Series 2026 Bonds.

Section 11. EXECUTION OF BONDS. The Mayor or the Mayor Pro Tem and the Clerk or the Deputy Clerk of the City are hereby authorized and directed to sign the Series 2026 Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Series 2026 Bonds shall be delivered to the purchaser thereof.

Section 12. BOND RESERVE ACCOUNT. The City shall deposit into the Bond Reserve Account at the time of delivery of the Series 2026 Bonds such amount as required to provide the Required Reserve provided by Section 16(b)(ii)(B) of the Prior Resolution with respect to all outstanding First Lien Bonds, including the Series 2026 Bonds.

Section 13. RATES AND CHARGES. Rates for the System shall be maintained as required by Section 19 of the Prior Resolution.

Section 14. ADDITIONAL BONDS. Additional Bonds of the System may be issued as provided in Section 22 of the Prior Resolution.

Section 15. AUTHORIZED OFFICER: The Authorized Officer is designated and authorized, for and on behalf of the City, without further City Council approval, to do all acts and to take all necessary steps required to effectuate the sale, issuance, and delivery of the Series 2026 Bonds. Notwithstanding any other provision of this Resolution, the Authorized Officer is authorized within the limitations of this Resolution to determine the specific interest rate or rates to be borne by the Series 2026 Bonds, the maximum interest rate, amount of discount or premium, the principal amount, denominations, interest payment dates, dates of maturities, and amount of maturities, the amount of good faith deposit, if any, optional and mandatory redemption rights, term bond options, the title of the Series 2026 Bonds, date of issuance, and other terms and conditions relating to the Series 2026 Bonds and the sale thereof. The Authorized Officer shall have the authority to determine that up to two years of interest on the Series 2026 Bonds be capitalized. The Authorized Officer is further authorized to revise or adjust the provisions of Sections 12, 13 and 14 of this Resolution prior to the issuance of the Series 2026 Bonds. The authority granted to the Authorized Officer by this Section is subject to the following limitations:

- (a) The par amount of the Series 2026 Bonds shall not exceed \$11,780,000.
- (b) The Series 2026 Bonds shall not be sold at a price that would make the true interest cost of the Series 2026 Bonds exceed 6.00%.
- (c) The final maturity date of the Series 2026 Bonds shall not be later than twenty-one (21) years after the date of issuance of the Series 2026 Bonds.
- (d) The Series 2026 Bonds shall not be sold at a price that is less than 98% of the par value of the Series 2026 Bonds.

The Authorized Officer is hereby authorized for and on behalf of the City, without further City Council approval, to: (a) approve the circulation of a preliminary and a final Official Statement

describing the Series 2026 Bonds; (b) award the bid for the sale of the Series 2026 Bonds or otherwise negotiate the sale of the Series 2026 Bonds and enter into a Purchase Agreement for the sale of the Series 2026 Bonds; (c) purchase municipal bond insurance, if considered necessary, as additional security for the bondholders; (d) apply to rating agencies for a rating on the Series 2026 Bonds; (e) make any elections or designations relating to the Series 2026 Bonds pursuant to the Code; and (f) do all other acts and take all other necessary procedures required to effectuate the sale, issuance, and delivery of the Series 2026 Bonds.

Approval by the City of the matters delegated in this section or any other sections may be evidenced by the execution of an order or by the execution or approval of such documents by the Authorized Officer. The Authorized Officer and the Clerk, or any one or more of them, are authorized to execute any orders, receipts, agreements, pledge agreements, bond purchase agreements, security reports, a blanket letter of representations, documents or certificates necessary to complete the transaction, including, but not limited to, any issuer's certificate, any certificates relating to federal or state securities laws, rules or regulations, and any applications to the Michigan Department of Treasury, including, but not limited to, the Application for State Treasurer's Approval to Issue Long-Term Securities and applications for any waivers required for the issuance of the Series 2026 Bonds. The Authorized Officer shall have the power to approve such policies as deemed necessary to comply with federal securities and tax laws, which shall be binding on the City. The Authorized Officer is authorized to select and retain on behalf of the City such professional services as the Authorized Officer deems necessary for the Series 2026 Bonds. References to any officer by title in this Resolution includes that officer's deputies, designees and superiors.

Section 16. CONSTRUCTION FUND. The proceeds of the Series 2026 Bonds shall be deposited in the Construction Fund. Such moneys shall be used solely for the purpose for which the Series 2026 Bonds were issued. Any unexpected balance in the Construction Fund remaining after completion of the Improvements may be used for such purposes as allowed by law. After completion of the Improvements and disposition of remaining Series 2026 Bond proceeds, if any, pursuant to the provisions of this Section, the Construction Fund shall be closed.

Section 17. TAX COVENANT. The City covenants to comply with all requirements of the Code necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes. The Authorized Officer and other appropriate officials of the City are authorized to do all things necessary (including the making of such covenants

of the City as shall be appropriate) to assure that the interest on the Series 2026 Bonds will be and will remain excludable from gross income for federal income tax purposes.

Section 18. SUBJECT TO PRIOR RESOLUTION. Except to the extent supplemented or otherwise provided in this Resolution, all of the provisions and covenants provided in the Prior Resolution shall apply to the Series 2026 Bonds.

Section 19. MUNICIPAL BOND INSURANCE. The Authorized Officer is hereby authorized to acquire municipal bond insurance to enhance the marketability of the Series 2026 Bonds. If the City or the purchaser of the Series 2026 Bonds acquires municipal bond insurance from a municipal bond insurer (the “Insurer”), the Authorized Officer is hereby authorized to take all actions, and to execute any documents, certificates, orders, applications, agreements, conditions, covenants or other instruments necessary to effectuate the issuance of the policy of bond insurance, including, but not limited to the execution of an order or agreement containing such provisions as the Insurer may require with respect to the insurance and the Insurer, which shall be binding on the City in the same manner as if contained herein. The Authorized Officer is further authorized to sign such agreements or other documents and to pay such fees as are required for the City to become a member of a mutual insurance company.

Section 20. CONTINUING DISCLOSURE. The City agrees to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (a) on or prior to the last day of the seventh month after the end of the fiscal year of the City, or such other date determined by the Authorized Officer, commencing with the first fiscal year ending after the issuance of the Series 2026 Bonds, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year (or if audited financial statements are not available, unaudited financial statements), generally consistent with certain information that was contained or cross-referenced in the Official Statement relating to the Series 2026 Bonds, (b) timely notice of the occurrence of certain material events with respect to the Series 2026 Bonds, and (c) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (a) above.

Section 21. OFFICIAL STATEMENT. The City is hereby authorized to approve, execute, and deliver a Preliminary Official Statement relating to the Series 2026 Bonds in such form as the Authorized Officer shall approve. The Authorized Officer is hereby authorized and directed

to approve, execute and deliver the Official Statement on behalf of the City with such changes or modifications as they deem necessary in order to assure that the statements therein are true, and that it does not contain any untrue statement or material fact and does not omit a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading.

Section 22. APPOINTMENT OF BOND COUNSEL. The firm of Dickinson Wright PLLC is hereby approved as bond counsel to the City. The City acknowledges that Dickinson Wright PLLC represents a number of financial institutions in public finance matters, including financial institutions that may potentially purchase the Bonds, and consents to Dickinson Wright PLLC's representation of the City as bond counsel and, and waives any conflict of interest arising from such representation of a financial institution or underwriter that may purchase the Bonds in other matters not involving the City. The Authorized Officer is authorized to enter into an engagement letter with bond counsel in accordance with the fees shown in the financial reports of the Municipal Advisor as updated from time to time.

Section 23. MUNICIPAL ADVISOR. MFCI, LLC is hereby employed as municipal advisor for the Bonds.

Section 24. PUBLICATION AND RECORDATION. This Resolution shall be published once in full in a newspaper of general circulation in the City qualified under state law to publish legal notices, and the same shall be recorded in the records of the City and such recording authenticated by the signature of the City Clerk.

Section 25. RESOLUTION SUBJECT TO MICHIGAN LAW. The provisions of this Resolution are subject to the laws of the State of Michigan.

Section 26. SECTION HEADINGS. The section headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

Section 27. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 28. CONFLICT. All resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed to the extent of the conflict; provided that the foregoing shall

not operate to repeal any provision thereof, the repeal of which would impair the obligation on the Bonds.

Section 29. EFFECTIVE DATE OF RESOLUTION. Pursuant to Section 6 of the Act, this Resolution shall be approved on the date of first reading and this Resolution shall be effective immediately upon its adoption.

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Anita Ashford, Mayor

Cyndee M. Jonseck, Clerk

CERTIFICATION

I, Cyndee M. Jonseck, the duly qualified and acting Clerk of the City of Port Huron, St. Clair County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on June 22, 2026, and that notice of said meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

Date: June 22, 2026

Cyndee M. Jonseck, Clerk

EXHIBIT A

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF ST. CLAIR
CITY OF PORT HURON
SEWAGE DISPOSAL SYSTEM REVENUE BONDS,
SERIES 2026**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIPS</u>
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Registered Owner:

Principal Amount: [Insert par amount]

The City of Port Huron, St. Clair County, Michigan (the “Issuer”), acknowledges itself indebted and, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, out of the net revenues of the Sewage Disposal System of the Issuer (the “System”), including all appurtenances, additions, extensions and improvements thereto after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the “Net Revenues”), the Principal Amount specified above, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, in lawful money of the United States of America, together with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above, or such later date to which interest has been paid, at the Interest Rate per annum specified above, first payable on the first day of _____ and _____ of each year, beginning _____, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

This Bond, is one of a total authorized issue of bonds of every date and like tenor, except as to date of maturity, amount and rate of interest, numbered in order of registration, aggregating, the principal sum of \$_____; issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended and a resolution adopted by the City Council of the Issuer on October 14, 2024 and June 22, 2026 (collectively, the “Resolution”), for the purpose of paying the cost of acquiring and constructing improvements to the System. This Bond is a self-liquidating

Bond, and is not a general obligation of the Issuer within any applicable constitutional, statutory or charter limitations but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues.

The Issuer hereby covenants and agrees to fix, and maintain at all times while any of the Bonds shall be outstanding, such rates for service furnished by the System as are required by the Resolution, to maintain a bond and interest redemption account, a bond reserve account and to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Resolution. The statutory liens securing this series of Bonds, which are First Lien Bonds (as defined in the Resolution) are first liens that are and shall remain superior to the lien on the Net Revenues securing any of the Issuer's Junior Lien Bonds (as defined in the Resolution) that may be issued pursuant to the Resolution, and additional First Lien Bonds of equal standing to the bonds of this series may be issued pursuant to the Resolution. For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which additional bonds of equal or subordinate standing may hereafter be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Resolution.

Principal of this Bond is payable at the principal office of Argent Institutional Trust Company of Grand Rapids, Michigan, or such other Paying Agent as the Issuer may hereafter designate (the "Paying Agent") by notice mailed to the Registered Owner not less than sixty (60) days prior to the next interest payment date. Interest on this Bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the Issuer maintained by the Paying Agent, by check or draft mailed to the Registered Owner at the registered address.

[Bonds maturing on _____, ____ (the "Term Bonds"), are subject to mandatory redemption prior to maturity in part, by lot, on each _____ 1, commencing _____, _____, and will be redeemed at the par value thereof plus accrued interest to the redemption date on November 1 of each of the following years in the amounts as follows:

Redemption Date	Principal Amount

Term Bonds purchased by the Issuer and delivered to the Paying Agent for cancellation or which are redeemed in a manner other than by mandatory redemption, shall reduce the principal amount of the Term Bonds subject to mandatory redemption by the amount of the Bonds so redeemed, in the order determined by the Issuer.]

Bonds maturing on or before _____ 1, 20____, shall not be subject to redemption prior to maturity. Bonds maturing on or after _____ 1, 20____, are subject to redemption prior to

maturity as a whole or in part, at the option of the Issuer, in such order as the Issuer shall determine, on any dates, on or after _____ 1, 20___. Bonds called for redemption shall be redeemed at the par value thereof and accrued interest to the date of redemption, without a premium.

Notice of the call of any Bonds for redemption shall be given by first class mail not less than thirty (30) days prior to the date fixed for redemption, to the Registered Owner at the registered address. Bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem such Bonds. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption of Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed, a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of The Depository Trust Company, a New York corporation, only and only Cede & Co. will be deemed to be a holder of the Bonds.

This Bond shall be registered in the name of the Registered Owner on the registration books kept by the Paying Agent and such registration noted hereon and thereafter no transfer shall be valid unless made upon the registration books and likewise noted hereon. This Bond is exchangeable at the request of the Registered Owner hereof, in person or by the Registered Owner's attorney duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and at the Registered Owner's sole expense, for other bonds of an equal aggregate amount, upon surrender of this Bond to the Paying Agent. Upon such transfer, a new registered bond or bonds of the same series and the same maturity of authorized denomination will be issued to the transferee in exchange therefor.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the Issuer including this Bond, does not exceed any applicable constitutional, statutory, or charter limitation.

[Signature page follows.]

IN WITNESS WHEREOF, the City of Port Huron, St. Clair County, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and the Clerk, all as of the _____ day of _____ 2026.

Anita Ashford, Mayor

Cyndee M. Jonseck, Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Issuer's \$ _____ Sewage Disposal System Revenue Bonds, Series 2026, and has been registered in the name of the Registered Owner designated on the face hereof in the bond register maintained for the Issuer.

Argent Institutional Trust Company

Authentication Date: _____, 2026

As Paying Agent/Bond Registrar/Transfer Agent

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(please print or type social security number or taxpayer identification number and name and address of transferee)
the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint
_____ attorney to transfer the within bond on the books kept
for registration thereof, with full power of substitution in the premises.

Dated: _____ Signed: _____

In the presence of: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his City to act must accompany the bond.

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

Signature Guaranteed: _____

WRONGFUL USE OF CERTIFICATE

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

RES #26-083

Approving the lease agreement with the Community Foundation of St. Clair County for the purposes of lease space at 310 Huron Avenue for the Discovery City Children's Museum.

WHEREAS, the City of Port Huron recognizes the value of educational, cultural, and family-oriented programming that enhances the quality of life for residents and visitors; and

WHEREAS, the Discovery City Children's Museum provides educational and interactive experiences that benefit children, families, schools, and the broader community; and

WHEREAS, the Discovery City Children's Museum currently leases spaces from the Community Foundation of St. Clair County at 317 Grand River Avenue with a lease set to expire April 2027; and

WHEREAS, the City desires to lease space from the Community Foundation of St. Clair County at 310 Huron Avenue for the purpose of establishing and operating the Discovery City Children's Museum; and

WHEREAS, the terms and conditions of the proposed Lease Agreement include a 10-year lease of approximately 15,000 sq. feet of space, with years 1-5 at a rent rate of \$90,000.00 annually and years 6-10 at \$101,250.00 annually; and

WHEREAS, the terms and conditions of the proposed Lease Agreement have been reviewed and found acceptable by the City;

NOW, THEREFORE, BE IT RESOLVED, that the Port Huron City Council does hereby approve the Lease Agreement with the Community Foundation of St. Clair County for lease of space at 310 Huron Avenue for the Discovery City Children's Museum.

[Childrens Museum Lease 310 Huron Avenue.pdf](#)

COMMERCIAL LEASE AGREEMENT

This COMMERCIAL LEASE AGREEMENT (“**Lease**”) is made as of _____, 2026, by and between THE COMMUNITY RENAISSANCE FUND, a Michigan nonprofit corporation, whose address is 500 Water Street, Port Huron, Michigan 48060 (“**Landlord**”), and CITY OF PORT HURON, a Michigan municipal corporation, whose address is 100 McMorran Boulevard, Port Huron, Michigan 48060 (“**Tenant**”) (Landlord and Tenant are referred to herein as the “**Parties**”).

1. **Leased Premises.** In consideration of the rents to be paid and the covenants and agreements to be performed by Tenant under this Lease, Landlord leases to Tenant and Tenant leases from Landlord approximately 15,000 rentable square feet in the building (the “**Building**”) commonly known as 310 Huron Avenue, Port Huron, Michigan 48060, as depicted on the floor plan attached hereto as Exhibit A (the “**Premises**”).

2. **Term.** The term of this Lease (the “**Term**”) shall be for a ten (10) year period commencing on the earlier of (i) January 1, 2027, or (ii) the date on which Tenant opens for business to the public at the Premises (the “**Commencement Date**”), and terminating on the date which is ten (10) years after the Commencement Date (the “**Expiration Date**”), subject to earlier termination as provided for in this Lease and on the terms and for the rent set forth in this Lease. Possession of the Premises shall be granted to the Tenant when the Landlord has secured possession of the Premises after closing. Granting possession of the Premises shall not affect the Commencement Date as set forth in this paragraph.

3. **Rent Payments.** Any and all payments of Rent described below shall be made to Landlord at 500 Water Street, Port Huron, Michigan 48060, or at such other place as Landlord may from time to time designate.

a. **Base Rent.** Commencing on the Commencement Date, Tenant shall pay to Landlord as rental for the Premises the “**Base Rent**” set forth herein, which shall be payable in equal monthly installments in advance, together with the Additional Rent (as defined below). Base Rent shall commence on the Commencement Date in the amount of Ninety Thousand and 00/100ths Dollars (\$90,000.00) per year, which shall be paid in equal monthly installments of Seven Thousand Five Hundred Dollars (\$7,500.00). Beginning on the fifth anniversary of the Commencement Date, Base Rent shall automatically increase to One Hundred One Thousand Two Hundred Fifty and 00/100ths Dollars (\$101,250.00) per year, which shall be paid in equal monthly installments of Eight Thousand Four Hundred Thirty-Seven and 50/100ths Dollars (\$8,437.50).

b. **Additional Rent.** As used herein, the term “**Additional Rent**” shall mean all sums due to Landlord from Tenant under this Lease other than Base Rent. Base Rent and Additional Rent (sometimes herein collectively called “**Rent**”) shall, except as otherwise provided in this Lease, be paid to Landlord on or before the first day of each and every succeeding calendar month in advance during the Term. In the event the Commencement Date is other than the first day of a calendar month, or the Expiration Date is other than the

last day of the calendar month, then the Rent for the month in which the Commencement Date occurs and last fractional month of the Term shall be appropriately prorated on a per diem basis. Except as otherwise expressly provided in this Lease, the Base Rent and the Additional Rent shall be paid to Landlord without notice or demand and without deduction or offset, in lawful money of the United States of America.

c. **Late Fee.** A late fee equal to five percent (5%) of the total unpaid amount shall be charged and immediately payable for any payment due under this Lease that is not paid within ten (10) days of the due date.

d. **Operating Expenses.** Commencing on the Commencement Date and continuing until the expiration or earlier termination of this Lease, Tenant agrees to pay as Additional Rent fifty percent (50%) (“**Tenant’s Share**”) of Operating Expenses, as set forth herein. Tenant shall pay Landlord monthly for Tenant’s Share of the estimated Operating Expenses for each calendar year, which amount shall be adjusted each year based upon anticipated Operating Expenses. Landlord shall provide to Tenant an accounting showing in detail all computations of Operating Expenses payable by Tenant under this Section within sixty (60) days of the close of each calendar year. In the event the accounting shows that the total of the monthly payments made by Tenant exceeds the amount of Operating Expenses payable by Tenant under this Section, Landlord shall credit any such amount against the Base Rent payments next coming due. In the event the accounting shows that the total of the monthly payments made by Tenant is less than the amount of Operating Expenses payable by Tenant under this Section, the accounting shall be accompanied by an invoice for the Additional Rent. Tenant agrees to pay any Operating Expenses payable by Tenant under this Section within thirty (30) days following receipt of the invoice or accounting showing such Additional Rent due. As used herein, the term “**Operating Expenses**” shall mean all expenses incurred by Landlord with respect to the maintenance, repair and operation of the Building, including, the premiums for the insurance carried by Landlord relating to the Building, “**Taxes**” (as hereinafter defined) and sewer and water charges. For purposes of this Section, Tenant’s Share has been computed on the basis of the rentable square foot area of the Premises divided by the total rentable square foot area of the Building (including the Premises).

4. **Utilities.** Tenant shall pay any utilities used at the Premises beginning with possession of the Premises and shall continue throughout the Term of this Lease. . Tenant shall pay all charges and deposits for the utilities provided to or used in the Premises during the Term as they become due. Landlord shall not be liable for damages if the furnishing of any utilities is interrupted by fire or other casualty, accident, strike, labor dispute, or disagreement; the making of any necessary repairs or improvements; or any other causes beyond Landlord’s reasonable control. All water and/or sewer charges for the Premises beginning on the Commencement Date of this Lease shall be paid by Tenant. Landlord reserves the right from time to time to install, use, maintain, repair, replace and relocate, for service to the Premises and other parts of the Building, or either, any and all pipes, ducts, conduits, wires and appurtenant fixtures, wherever located in the Premises or the Building, and to alter or relocate any other facility in the Building; provided, however, Landlord shall use commercially reasonable efforts to minimize any resulting interference with Tenant’s normal use of the Premises.

5. **Insurance.**

(a) **Insurance on Premises.** Landlord shall, at its own cost and covered by customary extended-coverage insurance in the amounts determined by Landlord to be the full replacement value of the Premises. At the commencement of the Lease, Landlord shall furnish Tenant with certificates or other evidence indicating that the foregoing insurance is in effect and providing that Tenant shall be notified in writing (i) at least 30 days before cancellation of or any material change in the policy and (ii) within 10 days of the renewal of the policy each year. All insurance policies shall name Landlord and Tenant as insured parties.

(b) **Indemnity.** To the extent permitted by law, and upon taking possession of the Premises, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions suits, losses, liabilities, damages, assessments, judgments, costs and expenses (including reasonable attorney fees), arising out of claims from a third-party from events or circumstances occurring on the Premises as a result of the Tenant's acts or omissions as of the date of this Lease and in the future. Further, Tenant agrees to indemnify Landlord from claims of any and every kind whatsoever paid, incurred, or suffered by Landlord, with respect to, or as a direct result of, if first occurring after the date of this Lease, the release or presence of any hazardous, toxic, or dangerous waste, substance, or material or the violation of any law or regulations affecting the same caused by the Tenant. Further, Landlord agrees to indemnify Tenant from claims of any and every kind whatsoever paid, incurred, or suffered by or asserted for, with respect to, or as a direct result of the release or presence of any hazardous, toxic, or dangerous waste, substance, or material or the violation of any law or regulations affecting the same if first occurring prior to the date of this Lease.

(c) **Liability Insurance.** [Tenant shall, at its own cost and expense, obtain and keep in force public liability coverage through a liability insurance pool with liability coverage of not less than \$1,000,000 for injury or death to anyone person, \$1,000,000 for injury or death to more than one person, and \$1,000,000 for damage to property. At the commencement possession of the Premises,, Tenant shall furnish Landlord with certificates or other evidence indicating that the foregoing coverage is in effect and providing that Landlord shall be notified in writing (i) at least 30 days before cancellation of or any material change in the policy and (ii) within 10 days of the renewal of the policy each year. All insurance policies shall name Landlord and Tenant as insured parties. Any insurance shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party and its agents or employees with respect to losses payable under the policy. Any personal property kept on the Premises by Tenant shall be kept at Tenant's sole risk.

6. **Taxes.**

(a) As used herein, the term “**Taxes**” shall mean all ad valorem real property and personal property taxes, general and special, which accrue against the Building or the Premises during the Term.

(b) If personal property taxes are assessed against any personal property owned by Tenant on the Premises during at any time during the term of this Lease, Tenant shall pay all such personal property taxes and provide evidence of payment to Landlord upon request.

7. **Condition of Premises.** By executing this Lease, Tenant accepts the Premises in their existing “as-is” condition and acknowledges that the Premises are in good order and repair. THE PREMISES ARE LEASED TO TENANT IN ITS PRESENT “AS IS”, CONDITION WITHOUT REPRESENTATION, WARRANTY, OR COVENANT (EXPRESSED OR IMPLIED) BY LANDLORD EXCEPT AS EXPRESSLY SET FORTH HEREIN. TENANT HAS EXAMINED THE PREMISES AND ALL IMPROVEMENTS TO IT AND HAS FOUND THEM SATISFACTORY FOR ALL PURPOSES. LANDLORD HAS NOT MADE, NOR SHALL BE DEEMED TO HAVE MADE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF HABITABILITY WITH RESPECT TO THE PREMISES, OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION OF THEM.

8. **Tenant Buildout; Museum Use.** Tenant shall, at Tenant’s sole cost and expense, be responsible for the design, permitting, construction, installation, and completion of all improvements, alterations, fixtures, finishes, and buildout work necessary or desirable to convert the Premises into a museum suitable for the intended use of the Premises (the “**Tenant Improvements**”). All Tenant Improvements shall be performed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws, ordinances, codes, regulations, zoning requirements, historic preservation requirements (if applicable), and Americans with Disabilities Act (ADA) requirements, and subject to Landlord’s prior written approval of all plans and specifications, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant shall obtain, at its sole cost and expense, all permits, licenses, approvals, inspections, and certificates required for the Tenant Improvements and for the lawful operation of the Premises as a museum. Landlord shall have no obligation to contribute to or reimburse Tenant for any portion of the cost of the Tenant Improvements, nor shall any such costs be credited against Rent or any other sums due under this Lease.

Except for Tenant’s movable trade fixtures that may be removed pursuant to this Lease, all Tenant Improvements shall become the property of Landlord upon installation and shall remain with the Premises upon expiration or earlier termination of this Lease, without compensation to Tenant, unless Landlord requires removal in writing at or before Lease termination, in which case Tenant shall remove such items and restore the Premises to the condition required under this Lease.

Tenant promptly shall pay for any labor, services, materials, supplies or equipment furnished to Tenant in or about the Premises. Tenant shall keep the Premises free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant. Tenant shall take all steps permitted by law in order to avoid the imposition of any such lien. Should any such lien or notice of such lien be filed against the Premises, Tenant shall discharge the same by bonding or otherwise within 15 days after Tenant has notice that the lien or claim is filed regardless of the validity of such lien or claim.

9. **Maintenance and Repair.** Tenant shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair. All repairs made by or on behalf of Tenant shall be made and performed in accordance with all applicable laws. At the termination of the Lease, Tenant shall yield and deliver the Premises to Landlord in good condition and repair, reasonable use and wear excepted. Tenant agrees to promptly report to Landlord any damage caused to or discovered in the Premises. Landlord may, on discovery of damage to the Premises, enter the Premises to inspect same. Tenant shall not make any exterior alterations, additions, or improvements to the Property without Landlord's written consent. Tenant shall not perform any acts or carry on any practice that may injure the Property. Tenant shall, at its own expense and under penalty of forfeiture and damages, promptly comply with all Laws affecting the Premises and the cleanliness, safety, occupation, and use of the Premises during the Term. Tenant shall also be responsible for all repairs or replacements to any area or system of the Premises that is occasioned by the negligent or willful act of Tenant or its agents, employees, invitees, or licensees.

Tenant's compliance shall include compliance with all environmental laws, whether local, state, federal or otherwise. Tenant shall not cause any Hazardous Materials to be generated, released, stored, buried, or deposited over, beneath, or on the Premises, or install any underground tanks. "**Hazardous Materials**" shall mean: (i) any hazardous, toxic or radioactive substance, material, matter or waste regulated under an Environmental Law, including but not limited to formaldehyde, urea, asbestos, polychlorinated biphenyls, any petroleum product, petroleum derived products and/or its constituents or derivatives, any flammable or explosive materials; (ii) "**Hazardous Substances**" and "**Hazardous Waste**" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq., and (iii) the term "**Chemical Substance**" as defined in the Toxic Substance Control Act, as amended, 15 U.S.C. §2601 et seq., respectively. "**Environmental Laws**" means all federal, state and local laws, statutes, rules, orders, decrees, consent agreements, permits, authorizations, ordinances and codes that govern or pertain to the protection of health and the environment.

10. **Damage or Destruction.** If the Premises shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord, and Landlord, subject to the conditions set forth in this Section, shall repair such damage and restore the Premises, to substantially the same condition in which they were immediately prior to such damage or destruction, but not including the repair, restoration or replacement of the fixtures, equipment, or Tenant Improvements installed by or on behalf of Tenant; provided, however, that Landlord shall not be obligated to expend funds for repairing or restoring the Property an amount in excess of the proceeds of insurance recovered with respect to the damage. Landlord shall notify Tenant, within thirty (30) days after the date of the casualty, if Landlord anticipates that the restoration will take more than one hundred eighty

(180) days from the date of the casualty to complete, in which case either Landlord or Tenant (unless the damage was caused by Tenant's negligence or willful misconduct) may terminate this Lease effective as of the date of casualty by giving written notice to the other party within ten (10) days after Landlord's notice. If a casualty occurs during the last twelve (12) months of the Term, Landlord may terminate this Lease unless Tenant has the right to extend the Term for at least three (3) more years and does so within thirty (30) days after the date of the casualty. In the event of partial destruction or damage to the Premises which does not result in termination as described in the forgoing sentences, this Lease shall not terminate and the Rent shall be reduced in proportion to the area of the Premises which, in Landlord's reasonable opinion, cannot be used or occupied by Tenant for Tenant's intended purposes as a result of such casualty.

11. **Use.** The Premises are intended to be used for the sole purpose of a children's museum. Tenant shall not use the Premises for any other purpose without the prior, written consent of the Landlord. Tenant shall not cause or permit any of Tenant's officers, members, employees or agents (the "**Tenant Representatives**") to cause, any conduct or condition which may unreasonably endanger, disturb or otherwise interfere with any other Building occupant's normal operations. Tenant shall, at its expense, operate its business on the Premises and maintain the Premises in compliance with all laws now or subsequently pertaining to Tenant's particular use of the Premises. Tenant agrees not to do anything or permit the Tenant Representatives to do anything which will directly increase the costs of Landlord's insurance on the Building or which will prevent Landlord from procuring policies (including public liability) from companies and in a form reasonably satisfactory to Landlord. If any breach of the preceding sentence by Tenant causes the rate of fire or other insurance to be increased, Tenant shall pay the amount of such increase as additional rent within thirty (30) days after being billed.

12. **Condemnation.** If (a) all of the Premises are taken or (b) any part of the Premises is taken and the remainder is insufficient in Tenant's opinion for the reasonable operation of Tenant's business, or (c) any part of the Premises is taken and, in Landlord's opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder, then this Lease shall terminate as of the date the condemning authority takes possession. If this Lease is not terminated, Landlord shall restore the Premises to a condition as near as reasonably possible to the condition prior to the taking, the Rent shall be abated for the period of time all or a part of the Premises is untenable in proportion to the square foot area untenable, and this Lease shall be amended appropriately. Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefore (provided there shall be no reduction in Landlord's award), (a) any moving, expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any Tennat Improvements made by, and paid for by, Tenant to the Premises which Landlord agreed in writing would remain the property of Tenant, (c) the value of any of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may hereafter be permitted to make under applicable law.

13. **Assignment and Subletting.** Tenant shall not sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the prior written consent of Landlord, which consent Landlord may reasonably withhold, in its discretion. Notwithstanding any assignment or subletting, each party shall remain fully liable on

this Lease. Any attempt to transfer without said written consent shall give Landlord the right to terminate this Lease. On any sale of the underlying real property in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all its obligations under this Lease and shall not be subject to any liability resulting from any act, omission, or event occurring after the conveyance. Tenant shall recognize and attorn to the transferee as Landlord, and Tenant further agrees to, within 10 days following Landlord's request, execute and deliver the documents and letters that Landlord may request to assist in that transfer, including, without limitation, an attornment agreement and estoppel letter.

14. **Inspection.** Landlord or its agents shall have the right to enter the Premises at any reasonable time and on reasonable notice for the purpose of inspecting the Premises, showing the Premises to prospective residents or purchasers, or for the purpose of making necessary repairs. In the event of an emergency, Landlord shall be permitted to enter the Premises without notice for any purpose reasonably connected with the emergency.

15. **Remedies and Default.** If Tenant (a) defaults in paying any sums to Landlord when due and does not cure the default within ten (10) days without notice from Landlord, and/or (b) commits a default in performing any other covenant or condition of the Lease and does not cure the default within thirty (30) days after written notice from Landlord specifying the default, and/or (c) is bankrupt or makes any assignment for the benefit of creditors, Landlord may exercise the following remedies:

- a. Commence dispossessory proceedings with or without the termination of this Lease;
- b. Terminate Tenant's right to possession without terminating this Lease;
- c. Commence proceedings against Tenant for all amounts owed by Tenant to Landlord, whether as Base Rent, Additional Rent, damages or otherwise;
- d. Terminate this Lease by giving Tenant at least thirty (30) days' prior written notice thereof, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to pay within thirty (30) days after Landlord's written demand therefor the amount of all loss and damage which Landlord may suffer by reason of the termination of the Term under this Section;
- e. Upon any termination of Tenant's right to possession only, without termination of this Lease by giving Tenant at least thirty (30) days' prior written notice thereof to Tenant, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided below, without such entry and possession terminating this Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay Base Rent, and any amounts treated as Additional Rent, hereunder for the full Term. In any such case, Landlord shall use good faith efforts to relet the Premises for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such terms

and conditions (which may include concessions of free rent and alteration, repair and improvement of the Premises) as Landlord, in its reasonable discretion, may determine and receive directly the rent by reason of the reletting. ;

- f. Enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or default or any threatened breach or default of Tenant's obligations hereunder); and/or
- g. Cure any material default by Tenant in the performance of its obligations under this Lease, and, upon completion thereof, recover from Tenant, within thirty (30) days after Landlord's giving of written notice thereof to Tenant, reimbursement for the actual and reasonable cost of such cure.

All remedies of Landlord herein created or remedies otherwise existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord deem necessary.

16. **Waiver.** Landlord's failure to insist on strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This Lease may not be changed, modified, or discharged orally.

17. **Notices.** All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at the addresses listed above.

18. **Holdover.** If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's occupancy of the Premises shall be that of a month-to-month tenancy at will. Tenant's occupancy during any holdover period shall otherwise be subject to the provisions of this Lease (unless clearly inapplicable), except that the Monthly Base Rent shall be 120 % the Monthly Base Rent payable for the last full month immediately preceding the holdover. No holdover or payment by Tenant after the expiration or termination of this Lease shall operate to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise.

19. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant and its successors and assigns that, provided Tenant timely pays the Rent and observes and performs all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly possess and enjoy the Premises for the Term.

20. **Subordination to Mortgage.** Any mortgage placed on the Premises now or later shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to

confirm this subordination. Notwithstanding the foregoing, Tenant's possession of the Premises under this Lease shall not be disturbed by any mortgagee, owner, or holder of note secured by a mortgage placed on the Premises unless Tenant breaches any of the provisions of this Lease and Tenant's right to possession has been lawfully terminated in accordance with the provisions of this Lease.

21. **Recording.** This Lease shall not be recorded and recording of this Lease by Tenant shall be a breach of this Lease.

22. **Applicable Law.** This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

23. **Successors; Third-Party Beneficiaries.** This Lease and the covenants and conditions shall inure to the benefit of and be binding on Landlord and its successors and assigns, and shall be binding on Tenant and permitted assigns of Tenant. This Lease is made solely for the benefit of the Parties. Nothing contained in this Lease shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental entity, or other entity any right to enforce any of the provisions of this Lease, nor shall any of them be a third-party beneficiary of this Lease. In the event the Landlord sells the building containing the Premises, this lease may be assigned to the new owner of the building and, upon notice of sale and assignment to the Tenant, provided the new owner assumes the Landlord's responsibility under this Lease, THE COMMUNITY RENAISSANCE FUND shall have no further obligations under this Lease.

24. **Entire Agreement; Amendment.** This Lease constitutes the entire agreement of the Parties with respect to its subject matter, and it supersedes all prior discussions, negotiations, and communications between the Parties. Tenant confirms that it has read all of the terms of this Lease and understands them. Tenant has had the opportunity to seek the assistance of counsel before executing this Lease. If Tenant has chosen not to seek the assistance of counsel before executing this Lease, Tenant understands that this decision shall have no effect on the enforceability of any provisions of this Lease. No provisions of this Lease shall be amended unless a written amendment is signed by the Parties.

25. **Effectiveness.** Notwithstanding anything to the contrary contained herein, the effectiveness of this Lease is conditioned upon the closing of the sale of the Building to Landlord pursuant to that certain Purchase and Sale Agreement dated as of June __, 2026, by and between Landlord, as purchaser, and 3:10 to Huron LLC, a Michigan limited liability company, as seller.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

WITNESSES:

LANDLORD:

THE COMMUNITY RENAISSANCE FUND

By: Randy Maiers

Its: President

TENANT:

CITY OF PORT HURON

By:

Its:

EXHIBIT A

Depiction of the Premises

[To be inserted]

4913-8060-5104 v4 [46390-15]

RES #26-084

Approving clerical and typographic errors to the adopted annual City budget for the fiscal year beginning July 1, 2026.

WHEREAS, on May 26, 2026, City Council adopted Resolution No. 26-058 adopting the annual City budget, including the Downtown Development Authority budget, for the fiscal year beginning July 1, 2026; and

WHEREAS, subsequent review identified several clerical and typographical errors within the budget document that do not alter the overall intent of the adopted budget; and

WHEREAS, it is necessary to amend the budget document to accurately reflect the intended appropriations and funding sources;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby approve the following corrections to Resolution No. 26-058:

1. **Beautification Commission Fund:**

Means of Financing is corrected to reflect Estimated Assigned Fund Balance in the amount of \$2,500 and Transfer from General Fund in the amount of \$3,300, for total funding of \$5,800. Estimated Requirements are corrected from \$3,300 to \$5,800.

2. **Water Street DDA Tax Increment Fund:**

The Capital Outlay appropriation is corrected from \$1,292,600 to \$1,200,000.

3. **Insurance and Fringe Benefit Fund:**

Total Means of Financing is corrected from \$18,559,500 to \$18,670,332. Total Estimated Requirements are corrected from \$18,559,500 to \$18,670,332.

BE IT FURTHER RESOLVED that all other provisions of Resolution No. 26-058 shall remain in full force and effect.

[Corrected; RES #26-058.doc](#)

RES #26-058

Adopting the annual City budget, including the Downtown Development Authority budget, for the fiscal year beginning July 1, 2026, and authorizing the levy of the tax millage rates.

WHEREAS, the taxable value of the ad valorem real and personal property in the City of Port Huron has been determined to be \$889,558,532, plus \$22,122,009 of value on the Special Acts assessment rolls including the Industrial Facilities, Neighborhood Enterprise Zone, Obsolete Property Rehabilitation Act and other real property rolls;

NOW, THEREFORE, BE IT RESOLVED that the budget of the City of Port Huron for the fiscal year beginning July 1, 2026, and ending June 30, 2027, is hereby determined and adopted as follows:

GENERAL FUND:

Means of financing:

Estimated assigned fund balance	\$	307,470	
Property taxes		12,840,000	
Income tax		10,400,000	
Business licenses and permits		276,000	
Nonbusiness licenses and permits		605,000	
Grants		480,000	
State shared revenues		5,675,000	
Charges for services		2,566,246	
Fines and forfeits		350,000	
Investment income		475,000	
Rents		330,000	
Other income		5,335,000	
Charges to other funds		3,837,432	
Transfer from other funds		<u>298,585</u>	<u>\$ 43,775,733</u>

Estimated requirements:

Ordinary recurring expenses	\$	35,842,350	
Transfers		794,785	
Debt Service		1,091,598	
Capital outlay		<u>6,047,000</u>	<u>\$ 43,775,733</u>

MAJOR STREETS FUND:

Means of financing:

State shared revenues	\$	3,430,000	
Trunkline maintenance		486,950	
Right of way		120,000	
Federal and State grants		1,608,000	
Tax increment funds – construction projects		1,715,000	
Transfer from Municipal streets to Major streets		<u>2,950,000</u>	<u>\$ 10,394,950</u>

Estimated requirements:

Ordinary recurring expenses	\$	4,153,950	
Capital outlay and street improvements		<u>6,241,000</u>	<u>\$ 10,394,950</u>

LOCAL STREETS FUND:

Means of financing:

State shared revenues	\$	1,290,000	
Transfer from Major streets to Local streets		857,500	
Transfer from Municipal streets to Local streets		<u>1,800,000</u>	<u>\$ 3,947,500</u>

Estimated requirements:

Ordinary recurring expenses	\$	1,452,500	
Capital outlay and street improvements		<u>2,495,000</u>	<u>\$ 3,947,500</u>

MUNICIPAL STREETS FUND:

Means of financing:

Estimated assigned fund balance	\$	2,967,582	
Taxes - voted millage		2,065,000	
State shared revenue - Local community stabilization authority		190,000	
Charges for services		160,000	
Investment income		<u>350,000</u>	<u>\$ 5,732,582</u>

Estimated requirements:

Ordinary recurring expenses			<u>\$ 5,732,582</u>
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CEMETERY FUND:

Means of financing:

Foundations	\$	25,000	
Graveside interments		75,000	
Chapel interments		15,000	
Other services		16,500	
Transfer from Cemetery perpetual care fund		<u>505,000</u>	<u>\$ 636,500</u>

Estimated requirements:

Ordinary recurring expenses	\$	548,000	
Capital outlay		<u>88,500</u>	<u>\$ 636,500</u>

GARBAGE AND RUBBISH COLLECTION FUND:

Means of financing:

Estimated assigned fund balance	\$	14,593	
Charges for services		3,165,872	
Investment income		<u>50,000</u>	<u>\$ 3,230,465</u>

Estimated requirements:

Ordinary recurring expenses			<u>\$ 3,230,465</u>
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RENTAL CERTIFICATION FUND:

Means of financing:

Estimated assigned fund balance	\$	131,910	
Charges for services		<u>480,000</u>	<u>\$ 611,910</u>

Estimated requirements:

Ordinary recurring expenses			<u>\$ 611,910</u>
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O. U. I. L. FUND:

Means of financing:

Fines and forfeits		\$	<u>5,000</u>
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Estimated requirements:

Ordinary recurring expenses	\$	2,000	
Capital outlay		<u>3,000</u>	\$ <u>5,000</u>

DRUG LAW ENFORCEMENT FUND:

Means of financing:

Fines and forfeits		\$	<u>20,000</u>
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Estimated requirements:

Ordinary recurring expenses	\$	6,000	
Capital outlay		<u>14,000</u>	\$ <u>20,000</u>

LAW ENFORCEMENT FUND:

Means of financing:

Estimated assigned fund balance	\$	65,000	
Charges for services		<u>10,000</u>	\$ <u>75,000</u>

Estimated requirements:

Ordinary recurring expenses	\$	40,000	
Capital Outlay		<u>35,000</u>	\$ <u>75,000</u>

AMBULANCE FUND:

Means of financing:

Charges for services		\$	<u>425,000</u>
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Estimated requirements:

Ordinary recurring expenses		\$	<u>425,000</u>
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OPIOID SETTLEMENT FUND:

Means of financing:

Charges for services		\$	<u>175,000</u>
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Estimated requirements:

Ordinary recurring expenses		\$	<u>175,000</u>
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COMMUNITY DEVELOPMENT BLOCK GRANT FUND:

Means of financing:

Grants		\$	<u>1,397,059</u>
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Estimated requirements:

Ordinary recurring expenses	\$	254,597	
Capital outlay		<u>1,397,059</u>	\$ <u>1,397,059</u>

HOME PROGRAM FUND:

Means of financing:

Grants		\$ <u>1,514,776</u>
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Estimated requirements:

Ordinary recurring expenses	\$ 58,716	
Capital outlay	<u>1,456,060</u>	\$ <u>1,514,716</u>

STREETSCAPE MAINTENANCE FUND:

Means of financing:

Charges for services	\$ 32,665	
Transfer from General Fund	<u>17,485</u>	\$ <u>50,150</u>

Estimated requirements:

Ordinary recurring expenses		\$ <u>50,150</u>
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BEAUTIFICATION COMMISSION FUND:

Means of financing:

Estimated assigned fund balance		\$ 2,500
Transfer from General Fun		<u>\$ 3,300</u>

Estimated requirements:

Ordinary recurring expenses		\$ <u>5,800</u>
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MCMORRAN FUND:

Means of financing:

Charges for services	\$ 1,731,000	
Transfer from General fund	<u>774,000</u>	\$ <u>2,505,000</u>

Estimated requirements:

Ordinary recurring expenses	\$ 2,483,900	
Capital outlay	<u>21,100</u>	\$ <u>2,505,000</u>

MARINA FUND:

Means of financing:

Estimated assigned fund balance	\$ 18,578	
Charges for services	<u>379,500</u>	\$ <u>398,078</u>

Estimated requirements:

Ordinary recurring expenses		\$ <u>398,078</u>
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LAND PURCHASE FUND:

Means of financing:

Transfer from tax increment funds		\$ <u>446,885</u>
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Estimated requirements:

Ordinary recurring expenses	\$ 110,000	
Transfer to other funds	<u>336,885</u>	\$ <u>446,885</u>

PARKING FUND:

Means of financing:

Annual permits	\$ 30,000	
Transfer from Land Purchase fund	<u>80,000</u>	<u>\$ 110,000</u>

Estimated requirements:

Ordinary recurring expenses	109,661	
Estimated increase in fund balance	<u>339</u>	<u>\$ 110,000</u>

WATER FUND:

Means of financing:

Sale of water	\$ 9,660,000	
Charges for services	144,040	
Pro rata share of water administration and meter reading budget reimbursed from Wastewater fund	480,677	
Proceeds from issuance of long-term bonds	<u>10,000,000</u>	<u>\$ 20,284,717</u>

Estimated requirements:

Ordinary recurring expenses	\$ 6,438,201	
Debt service	1,009,490	
Capital outlay	12,567,949	
Estimated increase in fund balance	<u>269,077</u>	<u>\$ 20,284,717</u>

WASTEWATER FUND:

Means of financing:

Estimated assigned fund balance	\$ 9,073,536	
Charges for services	16,715,000	
Investment income	355,000	
Proceeds for operating and capital costs-township customers	2,588,000	
Proceeds from issuance of long-term bonds	<u>12,000,000</u>	<u>\$ 40,731,536</u>

Estimated requirements:

Ordinary recurring expenses	\$ 11,306,070	
Debt service	2,787,466	
Capital outlay	<u>26,638,000</u>	<u>\$ 40,731,536</u>

CENTRAL STORES FUND:

Means of financing:

Estimated assigned fund balance	\$	1,641	
Charges for services		<u>129,300</u>	<u>\$ 130,941</u>

Estimated requirements:

Ordinary recurring expenses	\$	123,441	
Capital outlay		<u>7,500</u>	<u>\$ 130,941</u>

DATA PROCESSING FUND:

Means of financing:

Charges for services			<u>\$ 922,170</u>
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Estimated requirements:

Ordinary recurring expenses	\$	862,170	
Capital outlay		<u>60,000</u>	<u>\$ 922,170</u>

MOTOR VEHICLE FUND:

Means of financing:

Charges for services			<u>\$ 3,337,658</u>
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Estimated requirements:

Ordinary recurring expenses	\$	2,451,408	
Capital outlay		<u>886,250</u>	<u>\$ 3,337,658</u>

INSURANCE AND FRINGE BENEFIT FUND:

Means of financing:

Estimated assigned fund balance	\$	110,832	
Charges for services		18,516,500	
Investment income		<u>43,000</u>	<u>\$ 18,670,332</u>

Estimated requirements:

Ordinary recurring expenses	\$	15,320,728	
Supplies and material		11,000	
Contractual services		<u>3,338,604</u>	<u>\$ 18,670,332</u>

PEERLESS SITE TAX INCREMENT FUND:

Means of financing:

Taxes			<u>\$ 94,000</u>
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Estimated requirements:

Ordinary recurring expenses			<u>\$ 94,000</u>
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**DOWNTOWN DEVELOPMENT AUTHORITY
(DDA) OPERATING FUND:**

Means of financing:

Taxes	\$	131,000	
Federal grants – American Rescue Plan Act		65,000	
Farmer's market		51,000	
Sponsorships		75,000	
Charges for services		<u>192,115</u>	<u>\$ 514,115</u>

Estimated requirements:

Ordinary recurring expenses	\$	509,450	
Estimated increase in fund balance		<u>4,665</u>	<u>\$ 514,115</u>

WATER STREET DDA TAX INCREMENT FUND:

Means of financing:

Estimated assigned fund balance \$ 1,200,000

Estimated requirements:

Capital outlay \$ 1,200,000

BANK DDA TAX INCREMENT FUND:

Means of financing:

Estimated assigned fund balance \$ 63,100

Estimated requirements:

Ordinary recurring expenses \$ 63,100

EDISON REDEVELOPMENT DDA TAX INCREMENT FUND:

Means of financing:

Taxes \$ 380,000

Estimated requirements:

Transfer to other funds \$ 380,000

MAINSTREET DDA TAX INCREMENT FUND:

Means of financing:

Taxes \$ 122,000

Estimated requirements:

Transfer to other funds \$ 122,000

**INDUSTRIAL PARK EXPANSION LOCAL
DEVELOPMENT FINANCE TAX INCREMENT FUND:**

Means of financing:

Estimated assigned fund balance \$ 1,070,000

Estimated requirements:

Ordinary recurring expenses \$ 85,000

Capital outlay 985,000 \$ 1,070,000

**BROWNFIELD REDEVELOPMENT TAX INCREMENT
FUND - SOUTHSIDE REDEVELOPMENT:**

Means of financing:		
Taxes		\$ <u>316,000</u>
Estimated requirements:		
Ordinary recurring expenses		\$ <u>316,000</u>

**BROWNFIELD REDEVELOPMENT TAX INCREMENT
FUND - HARKER STREET REDEVELOPMENT:**

Means of financing:		
Taxes		\$ <u>46,000</u>
Estimated requirements:		
Ordinary recurring expenses		\$ <u>46,000</u>

**BROWNFIELD REDEVELOPMENT TAX INCREMENT
FUND – WATER STREET MARINA REDEVELOPMENT:**

Means of financing:		
Taxes		\$ <u>112,000</u>
Estimated requirements:		
Ordinary recurring expenses		\$ <u>112,000</u>

**BROWNFIELD REDEVELOPMENT TAX INCREMENT
FUND – WRIGLEY CENTER:**

Means of financing:		
Taxes		\$ <u>54,000</u>
Estimated requirements:		
Estimated increase in fund balance		\$ <u>54,000</u>

**SOUTHSIDE NEIGHBORHOOD INITIATIVE
AUTHORITY:**

Means of financing:			
Estimated assigned fund balance	\$	346,000	
Taxes		348,000	
State grants		<u>250,000</u>	\$ <u>944,000</u>
Estimated requirements:			
Ordinary recurring expenses	\$	209,000	
Capital outlay		<u>735,000</u>	\$ <u>944,000</u>

BE IT FURTHER RESOLVED that for informational purposes only, a Summary of Estimated Requirements by Budget Classes and Schedule of Estimated Expenditures is attached and is intended to substantiate the computation of budget appropriations included above; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to make budgetary transfers within and between the activity centers of each fund established through this budget and that all budgetary transfers between funds may be made only by further action of the Council pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act; and

BE IT FURTHER RESOLVED that the Director of Finance is hereby authorized, if necessary, to transfer up to 25% of the fiscal year 2026-2027 Motor Vehicle Highway Distribution revenue from the Major Street Fund to the Local Street Fund as provided for in Section 13d of Public Act 51 of 1951; and

BE IT FURTHER RESOLVED that in accordance with Chapter 48, Water and Sewer Service Charges, Section 48-154, Water Rates and Charges, Section 48-156, Sewer Rates Generally, which allow for water and sewer rates to be adjusted by resolution of the City Council from time to time, the commodity and monthly readiness to serve charges for water and sewer services, including for the various meter sizes, for City users and users outside the City, will be in accordance with the attached Schedule of Water and Sewer Rates; and

BE IT FURTHER RESOLVED that a schedule of parking fees, rates and charges established by the City Manager during the previous twelve month period and for any prior periods is attached and are hereby confirmed by the City Council, in accordance with Ordinance No. 835; and

BE IT RESOLVED that the Port Huron City Council does hereby approve a billing rate for solid waste and recycling at \$324.00 annually for each residential parcel of real property within the limits of the City of Port Huron; and

BE IT FURTHER RESOLVED the City Council for the City of Port Huron approves the City of Port Huron to bill solid waste and recycling services by adding \$162.00 directly to the summer tax roll for each residential parcel of real property within the limits of the City of Port Huron beginning in July 2026; and

BE IT FURTHER RESOLVED the City Council for the City of Port Huron approves the City of Port Huron to bill solid waste and recycling services by adding \$162.00 directly to the winter tax roll for each residential parcel of real property within the limits of the City of Port Huron beginning in December 2026; and

BE IT FURTHER RESOLVED that there is hereby levied on each dollar of taxable value, against all real and personal taxable property in the City of Port Huron, 16.3569 mills for operating purposes, being 10.6701 mills for general operations, 2.8451 mills for police and fire, 0.9483 mills for parks and recreation and 1.8934 mills for street improvements; and

BE IT FURTHER RESOLVED that in accordance with the recommendation of the Downtown Development Authority, there is hereby levied on each dollar of taxable value, against all real and personal taxable property in the Downtown Development District, 1.9830 mills for operating purposes; and

BE IT FURTHER RESOLVED that said 16.3569 mills for various operating purposes and said 1.9830 mills for operations of the Downtown Development Authority be levied on July 1, 2026; and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to certify said tax for levy and collection to the City Treasurer by delivering a certified copy of this resolution; and

BE IT FURTHER RESOLVED that the City Treasurer is hereby authorized and directed to accept payment on taxes due July 1, 2026, with penalty as follows:

1. Taxes shall be collected without additional charge through July 31, or thirty (30) days after the mailing of the tax bill, whichever is later.
2. A penalty of one percent (1%) on the unpaid tax will be added on the first day of August, and on the first day of each month thereafter in the succeeding months; and

BE IT FURTHER RESOLVED that in accordance with MCL 211.44, a property tax administration fee of one percent (1%) on the total tax bill shall be charged per parcel to offset the costs incurred in assessing property values, in collecting the property tax levies, and in the review and appeal processes; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to grant non-union employees a salary adjustment of up to 3.0 percent and/or to require additional merit consideration to be effective for the pay period beginning June 13, 2026; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to grant non-union employees a salary adjustment of up to 2.5 percent and/or to require additional merit consideration to be effective for the pay period beginning June 12, 2027; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute necessary employment agreements with key personnel.

Attachments:

Schedule of Estimated Requirements by Budget Classes
Schedule of Estimated Expenditures
Schedule of Water and Sewer Rates
Schedule of Parking System Rates

RESULT:	ADOPTED [6 TO 0]
MOVER:	Robert L. Mosurak, Councilmember
SECONDER:	Teri Lamb, Councilmember
YES:	Repp, Archibald, Ashford, Lamb, Mosurak, Pemberton
ABSENT:	Ruiz

RES #26-085

Certifying the delegates to serve at the 2026 Municipal Employees Retirement System of Michigan Annual Meeting in accordance with the Municipal Employees Retirement Act of 1984, as amended.

WHEREAS, the Municipal Employees Retirement Act (MERS) provides that an annual meeting of the participating municipalities shall be held each year "for the purpose of selecting nominees for membership on the Retirement Board and to transact such other business as may be required for the proper operation of the Retirement System;" and

WHEREAS, the act also provides that the governing body of each participating municipality shall certify the names of two (2) delegates to the annual meeting (an employee delegate and an officer delegate); and

WHEREAS, at a secret ballot election conducted by the City Clerk on June 16, 2026, the City Clerk has certified that Wendy Adams was elected as the employee delegate to serve at the 2026 MERS Annual Meeting; and

WHEREAS, James R. Freed, City Manager, will serve as the officer delegate to serve at the 2026 MERS Annual Meeting and Renee D. Reifert as the alternate to serve in place of the officer delegate, if necessary;

NOW, THEREFORE, BE IT RESOLVED that James R. Freed, City Manager, is hereby certified as the officer delegate to serve at the 2026 MERS Annual Meeting in accordance with the provisions of the Municipal Employees Retirement Act of 1984, as amended, and Renee D. Reifert as the officer alternate.

RES #26-086

Approving the reappointment of Bill Johnson (Licensed Tradesman) and James Watson (Master Plumber) to the Construction Board of Appeals for terms to expire June 30, 2029.

WHEREAS, it is stated in the Code of Ordinances of the City of Port Huron, Chapter 2, Administration, Article IV, Boards and Commissions, Division 5, Construction Board of Appeals, Section 2-511, that the Construction Board of Appeals shall consist of five members who are qualified by experience and training as follows: one master electrician, one master mechanical contractor, one master plumber, and two licensed tradesmen from the construction field such as a licensed architect, a licensed engineer or a licensed general contractor; and

WHEREAS, it is further stated in Section 2-512 of the Code of Ordinances that members shall be appointed by the City Council and shall hold office for three-year terms or until their successors are appointed; and

WHEREAS, the current terms of Bill Johnson (Licensed Tradesman) and James Watson (Master Plumber) will expire on June 30, 2026, and both wish to continue serving on the Board;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby reappoint Bill Johnson (Licensed Tradesman) and James Watson (Master Plumber) to the Construction Board of Appeals for terms to expire June 30, 2029.

RES #26-087

Confirming and approving single lot special assessment for a large brush and branch pickup in the right-of-way.

WHEREAS, the City of Port Huron has invoiced property owners of record for costs incurred by the City for large brush and branch pickup in the right-of-way in accordance with the enforcement and penalty sections in Chapter 38, Solid Waste and Recycling; and

WHEREAS, the Director of Finance and the City Engineer have verified that the following unpaid invoice should be reviewed by the City Council to determine if the charges should be collected as a single lot special assessment against the property in accordance with the procedures set forth in Chapter 38, Section 38-120, of the Port Huron City Code:

Single Lot Assessment Report

Property Number	Property Description (Address)	Owner of Record	Amount
74-06-743-0276-000	819 Court Street	Stephanie Ware	\$120.00
		TOTAL:	\$120.00

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby confirm and declare single lot assessments upon the individual lot and premise described above for special large brush and branch pickup in the right-of-way.

An ordinance to amend Chapter 12, Businesses, of the Port Huron Code of Ordinances, for the purpose of adding Article XV, an article to establish licensing and other operational regulations for virtual currency machines and associated devices.

THE CITY OF PORT HURON ORDAINS:

That Chapter 12, Businesses, of the Port Huron Code of Ordinances, is hereby amended to add Article XV, an article to establish licensing and other regulations for virtual currency machines and associated devices, as follows:

CHAPTER 12. BUSINESSES

ARTICLE XV.

Virtual Currency Machines and Other Associated Devices

Sec. 12-631. Purpose.

- (a) The operation of virtual currency kiosks, cryptocurrency or bitcoin ATMs, and similar virtual currency machines offers a quick and often anonymous way to convert cash into digital assets.
- (b) The anonymity associated with the operation of virtual currency machines poses an increased risk of fraudulent transactions that result in financial harm to residents within the City of Port Huron, especially senior citizens.
- (c) Oftentimes, scams involving virtual currency machines include requesting that the victim deposit a large sum of cash at a virtual currency machine, where the money is instantly converted to cryptocurrency—often irretrievable without resolution.
- (d) Currently, there is little oversight into the operation of virtual currency machines, resulting in widespread fraud.
- (e) The purpose of this Article is to promote public health, safety, and welfare by licensing and regulating virtual currency machines within the City.
- (f) The City Council finds that notice requirements, currency limits, recordkeeping, and other consumer protections for ownership and operation of virtual currency machines with the City are necessary to protect the public health and safety of residents and to combat fraudulent transactions.

Sec. 12-632. Definitions.

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

CUSTOMER - Any person who purchases or sells virtual currency through a virtual currency machine located within the City.

NEW CUSTOMER - A person who purchases or sells virtual currency through a virtual currency machine located within the City during the 14-day period following the date of the first virtual currency transaction undertaken by the person.

OWNER - A person or entity who owns or operates a business or property on which a virtual currency machine is located.

PREMISES - The business or property on which a virtual currency machine is located.

VIRTUAL CURRENCY - Any digital representation of value for which transactions are recorded on a cryptographically secured ledger or any similar technology or system.

VIRTUAL CURRENCY MACHINE - A stand-alone machine, kiosk, ATM device, or similar equipment that can accept or dispense legal tender in exchange for virtual currency.

VIRTUAL CURRENCY MACHINE OWNER/OPERATOR - A person or entity who owns and/or operates a virtual currency machine.

Sec. 12-633. Virtual currency machine license required.

No person shall own, operate, or maintain a Virtual Currency Machine unless a valid Virtual Currency Machine License is issued by the City pursuant to this Article. After the effective date of this Article, for existing Virtual Currency Machines within the City, the Virtual Currency Machine Owner/Operator shall either obtain the required license by August 1, 2026 to continue owning/operating a Virtual Currency Machine within the City or discontinue owning/operating a Virtual Currency Machine within the City.

Sec. 12-634. Application for virtual currency machine license.

(a) Every applicant for a license to own, operate, or maintain a Virtual Currency Machine shall file an application under oath with the City Clerk's office upon a form provided by the City and shall pay a nonrefundable application and investigation fee. Such fee shall be set by the City Council through resolution and may be reviewed and amended periodically upon request of the City Clerk. The application and investigation fee must be reasonably related to the City's costs of processing such application. The application shall contain the following information:

- (1) The proposed location of the Virtual Currency Machine and proposed Premises on which it will sit.
- (2) The name and address of the Owner of the proposed Premises on which the Virtual Currency Machine will sit.
- (3) The name and address of each Virtual Currency Machine Owner/Operator.
 - a. If the applicant is a corporation, the names and residence addresses of each of the officers and directors of the corporation and of each stockholder owning more than 10% of the stock of the corporation; the address of the corporation itself and the name and address of a resident agent in the county.
 - b. If the applicant is an LLC, the name and residence address of each of the members and the name and address of a resident agent in the county.
 - c. If the applicant is a partnership, the name and residence address of each of the partners and the partnership itself and the name and address of a resident agent in the county.
- (4) The history of ownership, operation, or maintenance of a Virtual Currency Machine of the applicant, including any person whose name is required to be given in subsection (a)(3) of

this section, stating whether such person previously operated a Virtual Currency Machine in this or another City or state, whether such person has had a Virtual Currency Machine license revoked or suspended or denied, and the reason.

- (5) All criminal convictions of the applicant, including any person whose name is required to be given in subsection (a)(3) of this section, other than misdemeanor traffic violations, including the dates of convictions, the nature of the crime, and the place convicted.
- (6) The name and address of all Virtual Currency Machines owned, operated, or maintained by the applicant, including any person whose name is required to be given in subsection (a)(3) of this section.

Sec. 12-635. License procedure.

- (a) Submission of application. Any applicant for a license required pursuant to this Article shall present the application containing the required information to the City Clerk's office.
- (b) Investigation. Upon receipt of such application in the City Clerk's office, the application will be referred to the Chief of Police who shall perform an investigation of the applicant and the proposed Premise.
- (c) Recommendation of Chief of Police. The Chief of Police shall recommend denial or approval of an application for the license within 30 days. In making such determination, the Chief of Police shall consider the following:
 - (1) Penal history. All the applicant's convictions, the reasons therefor, and the demeanor of the applicant subsequent to his or her release.
 - (2) License and permit history. The license and permit history of the applicant; whether such person previously operated a Virtual Currency Machine in this City or state or in another state under a license or permit; whether such person has had such license or permit revoked or suspended and the reasons for such action.
- (d) Inspection of Premises. The Chief of Police shall inspect the proposed Premises for the Virtual Currency Machine and shall within 30 days make recommendations to the City Manager or designee concerning compliance with the requirements of this Article and all other applicable City ordinances and/or state statutes or regulations. An administrative search warrant to inspect the premises shall be sought by Chief of Police or his designee when there is a refusal of entry to perform any such inspection.

Sec. 12-636. Issuance of license.

The City Clerk shall direct a license be issued for a Virtual Currency Machine if all requirements described in this Article are met, unless the Clerk finds:

- (a) The correct license fee has not been tendered to the City and, if a check or bank draft is given, honored with payment upon presentation.
- (b) The operation of the Virtual Currency Machine and/or the Premises, as proposed by the applicant, would be injurious to the health, safety, or welfare of the public; would be unlawful or fraudulent; would be unauthorized or beyond the scope the license; would be prohibited by City ordinance, rule, or regulation; or would be prohibited by state or federal law.
- (c) The Virtual Currency Machine and/or the Premises, as proposed by the applicant, if permitted, would not comply with all applicable laws, including but not limited to, the City's building and

zoning ordinances.

- (d) The applicant, if an individual; any of the stockholders holding more than 10% of the stock of the corporation; any of the officers or directors, if the applicant is a corporation; any of the partners, including limited partners, if the applicant is a partnership; any of the members, if the applicant is an LLC; or other person principally in charge of the operation of the business has been convicted of an offense involving moral turpitude, theft, or dishonesty in any state.
- (e) The applicant has knowingly made any false or fraudulent statement of fact in the license application or in any document required by the City in conjunction with the application process.
- (f) The applicant has had a Virtual Currency Machine license denied, revoked, or suspended by the City or any other similar permit or license denied, revoked, or suspended by the City or any other local, county, or state agency within five years prior to the date of the application.
- (g) The Premises proposed and/or methods of Virtual Currency Machine have or will detrimentally and unreasonably impact nearby property owners, businesses, or residents.
- (h) The applicant presently owes a debt to the City by way of unpaid taxes, judgments, fines, tickets or otherwise.

Sec. 12-637. Approval or denial of license.

- (a) Request for review of denial. Any applicant denied approval of a license under this Article may, within five days of the date of denial, request in writing that the City Manager or designee review the application, stating the reasons the application should be approved. The City Manager or designee may deny, approve, or approve with special conditions any such application within 14 days from the date of the request for review.
- (b) Fees. The applicant for a Virtual Currency Machine License shall pay a license fee. Such fee shall be set by the City Council through resolution and may be reviewed and amended periodically upon request of the City Clerk.
- (c) License period. Every Virtual Currency Machine License shall be for a period of one year from the date the license is issued to the next September 30, unless otherwise provided. All licenses shall expire on September 30 unless previously revoked.
- (d) Renewal of license. The application to renew a Virtual Currency Machine license shall be filed at least 45 days prior to the date of expiration by presenting a sworn affidavit by the applicant stating that the matters contained in the original application have not changed or, if they have changed, specifically stating the changes which have occurred. Such renewal shall be annual and shall be accompanied by the annual fee as recommended by the City Clerk and adopted by the City Council through resolution. The application shall then be referred to the Chief of Police or designee who shall review and investigate the information provided in the renewal application.

Sec. 12-638. Inspections after issuance.

- (a) Continued compliance. After a license is issued, the Virtual Currency Machine License Owner/Operator shall continue to comply with this Article, all applicable state statutes and regulations, and other applicable City ordinances.
- (b) Access required. Whenever an inspection of the Virtual Currency Machine or the Premises is required by ordinance or law or to ensure compliance with ordinance or law, the Owner of the Premises or any person in charge of the Premises shall admit any employee of the City who is authorized to make such inspection access to the Premises at a reasonable time admission is

requested.

- (c) Penalties for access denied. In addition to any other penalties that may be provided, the City Clerk may revoke the Virtual Currency Machine license if access to the Virtual Currency Machine is denied.
- (d) Violations. In the event an inspection conducted pursuant to this section results in discovery of violation of this Article, the City Code of Ordinances, or any other law, ordinance, code, or regulation, the City Clerk may suspend the Virtual Currency Machine license if continued operation of the Virtual Currency Machine would result in a danger to the public health, safety, or welfare.

Sec. 12- 639. Use of virtual currency License.

- (a) Posting and display. Every Virtual Currency Machine shall conspicuously display the license required by this Article on the Virtual Currency Machine.
- (b) Fraudulent use. It shall be unlawful for any person or entity to fraudulently make use of a license issued in accordance with this Article. It shall be unlawful for any person or entity to counterfeit, forge, deface, or otherwise alter a license issued in accordance with this Article.
- (c) Non-transferable. A Virtual Currency Machine license is not transferable, separable, or divisible. If the location of any licensed Virtual Currency Machine changes after issuance of the license, the Virtual Currency Machine Owner/Operator shall provide ten days' notice to the City Clerk. The City Clerk shall then advise the Chief of Police to inspect the Property in accordance with Section 12-638.

Sec. 12-640. Virtual currency machine regulations.

- (a) Supervision of Premises. Premises containing a Virtual Currency Machine shall be supervised at all times by the Owner or the Owner's agent when open for business.
- (b) Customer Service Hotline. A Virtual Currency Machine Owner/Operator shall maintain, on a continuous basis while a Virtual Currency Machine can process transactions, a customer service helpline staffed by trained and responsible natural persons employed by or on behalf of the Virtual Currency Machine Owner/Operator. The phone number for the customer service hotline shall be conspicuously posted on the Virtual Currency Machine.
- (c) Photo Identification Required. The Virtual Currency Machine shall require photo identification for all Customers.
- (d) Transaction limit. The Virtual Currency Machine Owner/Operator shall not process any transaction greater than \$5,000.00 within any 24-hour period. For a New Customer, the Virtual Currency Machine Owner/Operator shall not process any transaction greater than \$1,000.00 within any 24-hour period.
- (e) Disclosures and Warnings. Before entering into any transaction with a Customer, the Virtual Currency Machine Owner/Operator shall ensure that the Virtual Currency Machine discloses to the Customer in a clear, conspicuous, legible, and easily readable manner and verifies that the Customer acknowledges the warnings before proceeding to the transaction, by way of selecting yes or otherwise, the following information and warnings:
 - (1) All relevant terms and conditions of the transaction, including the amount of the transaction, the type or category of virtual currency, and the timing of any settlement of the transaction;

- (2) The amount of any and all fees related to the transaction to be paid by the Customer;
 - (3) A warning that the transaction is final, that the amount of the transaction and the amount of any related fees are non-refundable, and that the transaction may not be reversed;
 - (4) The following warning: “STOP. If someone instructed you by phone, email, text message, or social media to deposit money into this machine, you may be the victim of a scam.”;
 - (5) A consumer fraud warning that a Customer should never initiate a transaction involving sending money to a person or entity that they do not know or trust; and
 - (6) The customer service hotline required under Subsection 12-10(b) and a request that the Customer contact the hotline immediately upon suspicion of any fraudulent activity related to the Virtual Currency Machine or any transaction related to the Virtual Currency Machine.
- (f) Receipts. In connection with any transaction processed at a Virtual Currency Machine, the Virtual Currency Machine must produce a written receipt containing, at a minimum, the Customer’s name, the transaction amount and any related fees, the time and date of the transaction, the name and contact information for the Virtual Currency Machine Owner/Operator, and the telephone number of the customer service hotline.
 - (g) Daily log of transactions. The Virtual Currency Machine Owner/Operator shall ensure that the virtual currency machine maintains a daily log of transactions that includes the name of the customer, the amount of the transaction and any related fees, and the time and date of the transactions for all transactions within a 24-hour period. The daily log of transactions shall be electronically maintained by the Virtual Currency Machine Owner/Operator for a period of 90 days and, upon request, shall be made available for inspection by the City.
 - (h) Notification Regarding Fraud or Suspicious Activity. The Virtual Currency Machine Owner/Operator shall report any fraud, suspected fraud, frozen or reversed transaction, or suspicious activity to the Port Huron Police Department within 48 hours of being notified of such activity occurring.
 - (i) Records of Service. The Virtual Currency Machine Owner/Operator shall maintain records of any service, including maintenance work and removal of currency, performed on the Virtual Currency Machine for a period of 90 days from the date of service and, upon request, shall be made available for inspection by the City. Records shall contain the scope of the work performed and the amount of currency removed from the Virtual Currency Machine.

Sec. 12-641. Procedure for revocation, suspension, or denied renewal.

- (a) No license issued pursuant to this Article may be suspended, revoked, or denied renewal until after due notice and hearing before the City Clerk and Chief of Police or designee or other persons as assigned by the City Manager to determine if grounds for revocation, suspension, or to deny renewal exist.
- (b) Notice of the hearing on the license revocation, suspension, or denied renewal shall be served in writing at least ten (10) days prior to the date of the hearing. Service shall be made by serving notice on the licensee or by serving notice by first class mail at the address on the license application.
- (c) The notice of hearings shall contain the following:
 - (1) The date, time and place of the hearing;

- (2) A statement of the proposed action;
 - (3) The reasons for the proposed action;
 - (4) The names of witnesses known at the time who will be present;
 - (5) A statement that the licensee may present evidence on his or her behalf;
 - (6) A statement requiring the licensee to notify the City Clerk's office at least three days prior to the hearing date if he or she intends to contest the proposed action and to provide the names of witnesses known at that time who will speak on the licensee's behalf.
- (d) Written notice of the revocation, suspension, or denied renewal, together with the reasons therefor, shall be served by the City Clerk to the address on the license application. The licensee may appeal the decision to the City Manager within ten (10) days after the decision revoking, suspending, or denying renewal. The City Manager may grant a license following review of the written appeal.

Sec. 12-642. Penalty.

Any person or entity who in any way directly or indirectly maintains, owns, or operates a Virtual Currency Machine without first obtaining a license and paying a fee to do so from the City or shall violate any section of this article shall, upon conviction, be deemed guilty of a misdemeanor and shall constitute a public nuisance and nuisance per se.

§ 42-643 through § 42-650. (Reserved)

ADOPTED:

PUBLISHED:

EFFECTIVE: