



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, October 12, 2026

6:00 PM

Agenda

NOTE: The agenda has been revised to include RES #26-140.

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 - September 28, 2026 6:00 PM

D. 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.

E. CITY MANAGER'S REPORT & COMMENT -

F. 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.*

G. FROM THE CITY MANAGER -

1. FCM #26-040: Accepting the sole source quote from Motorola Solutions, Inc., in the amount of \$66,935.25 for the purchase of 9 Motorola N70 radios and accessories for use by the police department. (General Fund & Grant Funding)
2. FCM #26-041: Accepting the quote from Rosy Brothers, Inc., in the amount of \$32,670.00 for a Kubota utility vehicle with enclosed cab and plow kit for use at the Wastewater Treatment Plant. (Wastewater Fund)

H. RESOLUTIONS -

1. RES #26-134: Authorizing Twenty (20) payments.
2. RES #26-135: Approving the Interlocal Agreement between the City of Port Huron and the St. Clair County Library System to open a new library branch located within the Eleger Harvey Community Center.
- *3. RES #26-136: Authorizing the submission of a grant application to the Michigan Arts & Culture Council regarding purchase and installation of a permanent roof at both of the outdoor stages on the McMorran Plaza.
- *4. RES #26-137: Confirming the Mayor's reappointment of Rev. David Stenske and Mark Watson to the Southside Neighborhood Improvement Authority with terms to expire October 23, 2030.
- *5. RES #26-138: Confirming and approving single lot special assessments for special trash pickup in the right-of-way
- *6. RES #26-139: Approving the four-year agreement with St. Clair County for the disbursement of millage funds to the City for the sole purpose of providing operating and capital funds for ambulance service as approved by the voters on August 4, 2026.
7. RES #26-140: Approving the Tax Capture Financing Agreement between the City of Port Huron and the Southside Neighborhood Improvement Authority.

I. ORDINANCES -

- *1. ORD #26-012: SECOND READING AND ENACTMENT. An ordinance to amend Chapter 10, Buildings and Building Regulations, Article V, Non-Owner-Occupied Certification, of the Port Huron Code of Ordinances, to establish a three-year standard certification period and to eliminate the exemplary four-year certification classification.
2. ORD #26-013: FIRST READING. An ordinance to amend Chapter 10, Buildings and Building Regulations, of the Port Huron Code of Ordinances, for the purpose of adding Article VIII, an article to establish demolition standards, permit requirements and site restoration procedures.

J. 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.

K. 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, September 28, 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; Conrad Haremza; Teri Lamb; Robert Mosurak; Barbara Payton; Jeffrey Pemberton.

C. MINUTES -

1. Regular City Council Meeting - September 14, 2026 6:00 PM

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

D. PRESENTATIONS -

1. Presentation from the City Manager on possible MOC Transition.

E. PUBLIC HEARINGS -

1. PH #26-007: To hear comments on the Brownfield Plan for The Residences of 256 located at 2921 Vacant Lot 25th Street. Following the hearing, Council will consider a resolution to approve the plan.

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

Marilyn Chrumka, Project Developer, stated that they have been working on the project for over three years, that the project includes 12 owner-occupied homes, and that the project is possible due to the Brownfield Plan.

Erin Kreiner commented on the need for affordable housing and expressed support for the project.

Bruce Seymore, Chair of the Brownfield Authority, stated that the project will encompass a 1.5-acre vacant lot located on 25th Street in the south end of Port Huron. He stated that the developer plans to build six duplexes, consisting of 12 units that will be available for sale, bringing much-needed housing stock back to Port Huron, with a total capital investment of \$5 million. He stated that the Brownfield Authority approved the plan and recommends that City Council approve the plan.

Jayson Richards stated that he would like to see rules established to ensure a level application process for all low-income applicants seeking to apply and qualify for these units.

Karen Shaw stated that she recently purchased property within the City with the intention of developing affordable senior housing and stated that she has a developer who would be interested in a Brownfield project.

No one else appeared to be heard.

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

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

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

Craig Schlinkert commented on the potential sale of the MOC, Flock camera audits, microphone issues, agenda packets, and public Wi-Fi access.

Erin Kreiner urged residents to visit the Team Port Huron page and consider volunteering their time, commented in support of the potential sale of the MOC and the City Manager report format and stated that the City needs to focus on bike paths.

Rachael Farquhar commented in support of the MOC transition and revitalizing that part of town by bringing City Hall to the area to expand the downtown footprint and connect with the Conner Street project. She questioned user access to Flock cameras and stated that ORD #26-011 should be tabled.

Brian Farquhar commented in opposition to the electric bike ordinance, in support of ORD #26-107 to bring another recovery entity into the community and expressed support for the MOC transition. He also stated that he would like City Council to bring forward more

legislation.

Astra urged City Council to create safer bike infrastructure throughout the City, including highly visible painted crosswalks and expressed concern about the continued neglect of needed infrastructure improvements.

Cathy Nugent commented on concerns regarding individuals experiencing homelessness loitering on private property and the release of inmates into the community.

Jeff Gushman commented in support of the MOC transition and preserving the legacy of the Woman's Life building.

Nick Warner commented in opposition to the stigma placed on individuals experiencing homelessness, expressed support for the sale of the MOC with the proceeds being reinvested into the community and stated the need for rent control to provide affordable, subsidized housing.

Karen Shaw stated that she is new to the City and expressed her support for bike infrastructure.

Abigail Steele commented in opposition to the ordinance regulating electric bikes and emphasized the need for clear communication regarding sharing the road and changing the local culture and attitude toward bicycling in the street.

Jayson Richards stated that, as the cold weather approaches, there should be a roundtable discussion that includes individuals experiencing homelessness regarding temporary warming stations, as the current programs are not working.

G. CITY MANAGER'S REPORT & COMMENT -

1. Receive and file the City Manager's Administrative report for the month of September 2026.

RESULT:	RECEIVED AND FILED [UNANIMOUS]
MOVER:	Jeffrey Pemberton, Councilmember
SECONDER:	Teri Lamb, Councilmember
YES:	Ashford, Archibald, Haremza, Lamb, Mosurak, Payton, Pemberton

H. CONSENT AGENDA -

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

I. RESOLUTIONS -

1. RES #26-123: Authorizing submission of the Consolidated Annual Performance Evaluation Report (CAPER) for the 2025 Program Year to the U.S. Department of Housing and Urban Development for their review and approval regarding the use of CDBG and HOME funds.

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

2. RES #26-124: Approving the agreement with Tetra Tech of Michigan, PC, for professional engineering services for improvements and replacement of the switchgear at the Water Treatment Plant. (Water Fund)

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

3. RES #26-125: Approving the Real Estate Purchase and Sale Agreement with Trusted Fraternal Life for the purchase price of \$1,000,000.00 for the property located at 1338 Military Street and related Chestnut Street parking property.

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

- *4. RES #26-126: Accepting the terms of the Federal Emergency Management Administration FY 2025 Assistance to Firefighters Grant in the amount of \$243,560.16 to provide technical rescue training for members of the Port Huron Fire Department.

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

- *5. RES #25-127: Approving the request from Blue Water Recovery & Outreach Center (BWROC) in the amount of \$32,000.00 and the request from Crossroads Recovery Services in the amount of \$30,000.00 from the City's Opioid Settlement funds. (Opioid Settlement Funds)

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

- *6. RES #26-128: Confirming and approving single lot special assessments for fees or charges for Foreclosed, Vacant and Abandoned properties.

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

- *7. RES #26-129: Confirming and approving single lot special assessments for fines, assessments, and/or the cost of removing blight, blighting factors and/or causes of blight, as well as the abatement of nuisances.

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

- *8. RES #26-130: Confirming and approving single lot special assessments for the cost of an emergency board-up for 1227 10th Avenue, 1503 Lapeer Avenue and 2815 Walnut Street.

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

- *9. RES #26-131: Confirming and approving single lot special assessment for a large brush and branch pickup in the right-of-way.

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

- *10. RES #26-132: Approving the appointment of Brandy McPharlin to the Beautification Commission to fill a vacancy with a term to expire January 30, 2027.

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

11. RES #26-133: Approving the sale of the Municipal Office Center for the purchase price of \$2,000,000.00 to Paul Veldman, in trust on behalf of an entity to be incorporated, subject to the terms and conditions contained within the purchase agreement.

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

J. ORDINANCES -

1. ORD #26-007: SECOND READING AND ENACTMENT: An ordinance to amend Chapter 52, Zoning, Article III, District Regulations, Division 1, Generally, Section 52-162, Map, of the Port Huron Code of Ordinances, to rezone the property generally described as 929 Division Street, from an R1 zoning district (Single- and Two-Family Residential District) to a C1 zoning district (General Business District).

RESULT:	2ND READING/ENACTED [UNANIMOUS]
MOVER:	Teri Lamb, Councilmember
SECONDER:	Sherry Archibald, Mayor Pro-Tem
YES:	Ashford, Archibald, Haremza, Lamb, Mosurak, Payton, Pemberton

2. ORD #26-008: SECOND READING AND ENACTMENT: An ordinance to amend Chapter 16, Community Development, Article IV, Housing Development for Low-Income Persons, of the Port Huron Code of Ordinances, to provide for a service charge in lieu of taxes for a housing project for low-income persons and families, known as OHM Senior Apartments, to be financed with a federally-aided mortgage loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq) (THE "ACT") and to repeal divisions that are no longer necessary or applicable.

RESULT:	2ND READING/ENACTED [UNANIMOUS]
MOVER:	Conrad Haremza, Councilmember
SECONDER:	Jeffrey Pemberton, Councilmember
YES:	Ashford, Archibald, Haremza, Lamb, Mosurak, Payton, Pemberton

3. ORD #26-009: SECOND READING AND ENACTMENT: An ordinance to amend Chapter 16, Community Development, Article IV, Housing Development for Low-Income Persons, of the Port Huron Code of Ordinances, to provide for a service

charge in lieu of taxes for a housing project for low-income to moderate income persons and families, known as the Residences at 256.

RESULT:	2ND READING/ENACTED [UNANIMOUS]
MOVER:	Sherry Archibald, Mayor Pro-Tem
SECONDER:	Teri Lamb, Councilmember
YES:	Ashford, Archibald, Haremza, Lamb, Mosurak, Payton, Pemberton

4. ORD #26-010: SECOND READING AND ENACTMENT: An ordinance to amend Chapter 34, Offenses, Article II, Offenses Affecting Governmental Functions, Division 1, Generally, of the Port Huron Code of Ordinances, to provide a penalty for misuse of automated license plate reader technology.

RESULT:	2ND READING/ENACTED [UNANIMOUS]
MOVER:	Sherry Archibald, Mayor Pro-Tem
SECONDER:	Robert Mosurak, Councilmember
YES:	Ashford, Archibald, Haremza, Lamb, Mosurak, Payton, Pemberton

5. ORD #26-011: SECOND READING AND ENACTMENT: An ordinance to amend Chapter 42, Streets, Sidewalks, and Other Public Places, Article I, In General, of the Port Huron Code of Ordinances, to provide requirements for bicycles, electric bicycles, electric scooters and mopeds on sidewalks.

RESULT:	2ND READING/ENACTED
MOVER:	Jeffrey Pemberton, Councilmember
SECONDER:	Sherry Archibald, Mayor Pro-Tem
YES:	Ashford, Archibald, Lamb, Mosurak, Pemberton
NO:	Haremza, Payton

6. ORD #26-012: FIRST READING. An ordinance to amend Chapter 10, Buildings and Building Regulations, Article V, Non-Owner-Occupied Certification, of the Port Huron Code of Ordinances, to establish a three-year standard certification period and to eliminate the exemplary four-year certification classification.

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

K. PUBLIC COMMENT (Non-residents) -

Annie Reeves raised awareness about the increasing misuse and abuse of recreational nitrous oxide.

Alexa Little was please to hear the City Manager speak tonight on Flock cameras but would still like to see the City remove the cameras.

L. ADJOURNMENT -

On Motion, the meeting was adjourned at 8:08 PM

Cyndee M. Jonseck, CMC, MiPMC
City Clerk

FCM #26-040

Accepting the sole source quote from Motorola Solutions, Inc., in the amount of \$66,935.25 for the purchase of 9 Motorola N70 radios and accessories for use by the police department. (General Fund & Grant Funding)

FROM THE CITY MANAGER:

On September 29, 2026, the City of Port Huron received the following sole source quote for the purchase of 9 Motorola N70 radios, batteries, charging docks, and accessories for use by the police department:

Motorola Solutions, Inc. (Chicago, IL) \$66,935.25

It is recommended that the quote from Motorola Solutions, Inc., 500 West Monroe Street, Chicago, IL 60661 in the amount of Sixty-Six Thousand Nine Hundred Thirty-Five and 25/100 Dollars (\$66,935.25) be accepted and that the appropriate City officials be authorized to execute the necessary documents.

[Quote; Motorola Radios.pdf](#)

[Memo; Motorola Radios.docx](#)

Billing Address:
 PORT HURON POLICE DEPT,
 CITY OF
 100 MC MORRAN BLVD
 PORT HURON, MI 48060
 US

Shipping Address:
 PORT HURON POLICE DEPT,
 CITY OF
 COMSOURCE
 2130 AUSTIN DR
 ROCHESTER HILLS, MI 48309
 US

Quote Date:09/29/2026
 Expiration Date:11/28/2026
 Quote Created By:
 Brandon Briggs
 Brandon.Briggs@
 motorolasolutions.com

End Customer:
 PORT HURON POLICE DEPT, CITY OF
 Chief Brian Kerrigan
 kerriganb@porthuron.org

Contract: 35115 - STATE OF MICHIGAN -
 MA# 190000001544
 AGREEMENT: STATE OF MICHIGAN
 Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ N70	APX N70						
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	9		\$5,365.00	47.5%	\$2,816.63	\$25,349.67
1a	BD00001AA	ADD: CORE BUNDLE	9		\$3,323.00	30.0%	\$2,326.10	\$20,934.90
1b	H499KC	ENH: SUBMERSIBLE (DELTA T)	9		\$0.00	0.0%	\$0.00	\$0.00
1c	H38DA	ADD: SMARTZONE OPERATION	9		\$0.00	0.0%	\$0.00	\$0.00
1d	Q361CD	ADD: P25 9600 BAUD TRUNKING	9		\$0.00	0.0%	\$0.00	\$0.00
1e	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	9		\$0.00	0.0%	\$0.00	\$0.00
1f	QA00580BA	ADD: TDMA OPERATION	9		\$0.00	0.0%	\$0.00	\$0.00
1g	QA09001AM	ADD: WIFI CAPABILITY	9		\$0.00	0.0%	\$0.00	\$0.00
1h	QA03399AK	ADD: ENHANCED DATA	9		\$0.00	0.0%	\$0.00	\$0.00
1i	Q387CB	ADD: MULTICAST VOTING SCAN	9		\$0.00	0.0%	\$0.00	\$0.00
1j	BD00010AB	ADD: SECURITY BUNDLE	9		\$1,227.00	30.0%	\$858.90	\$7,730.10



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
1k	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	9		\$0.00	0.0%	\$0.00	\$0.00
1l	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	9		\$0.00	0.0%	\$0.00	\$0.00
1m	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	9		\$0.00	0.0%	\$0.00	\$0.00
1n	Q15AK	ADD: AES/DES-XL/DES- OFB ENCRYPTION AND ADP	9		\$0.00	0.0%	\$0.00	\$0.00
1o	QA07680AA	ADD: MULTI SYSTEM OTAR	9		\$0.00	0.0%	\$0.00	\$0.00
1p	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	9		\$0.00	0.0%	\$0.00	\$0.00
1q	QA08853AA	ADD: CPS ENABLEMENT	9		\$0.00	0.0%	\$0.00	\$0.00
1r	QA09028AA	ADD: VIQI VC RADIO OPERATION	9		\$0.00	0.0%	\$0.00	\$0.00
1s	QA09113AA	ADD: BASELINE RELEASE SW	9		\$0.00	0.0%	\$0.00	\$0.00
2	LSV01S03060A	APX N70 DMS ESSENTIAL	9	7 YEARS	\$454.36	0.0%	\$454.36	\$4,089.24
3	PSV01S03059A	APX NEXT PROVISIONING WITH CPS	1		\$0.00	0.0%	\$0.00	\$0.00
4	PMNN4816A	PORTABLE RADIO BATTERY IMPRES 2 LI- ION IP68 3200T	16		\$225.50	25.0%	\$169.13	\$2,706.08
5	PMMN4140B	PORTABLE RSM RM760, IP68, 3.5MM JACK, LARGE, UL	15		\$140.00	25.0%	\$105.00	\$1,575.00
6	PMPN4591B	CHARGER, DESKTOP MULTI UNIT IMPRES 2, 6 DISPLAY, US	2		\$1,925.24	25.0%	\$1,443.93	\$2,887.86
7	PMPN4604B	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	10		\$221.65	25.0%	\$166.24	\$1,662.40
Subtotal							\$105,099.22	
Total Discount Amount							\$38,163.97	
Grand Total							\$66,935.25(USD)	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port



connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



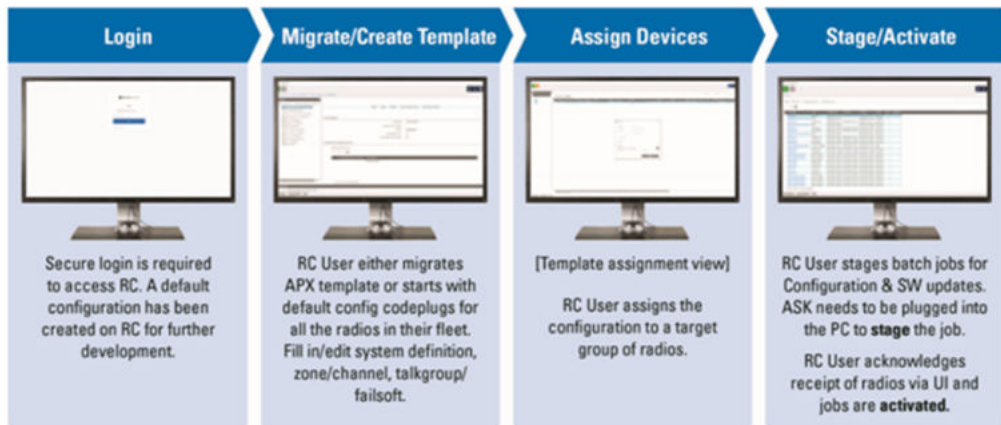


Figure 1: APX N70 Provisioning via Radio Central

DRAFT

APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.



- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICETECHNICALSUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.



MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

DRAFT





City of Port Huron

Memo from City Manager James R. Freed

From: James R. Freed, City Manager
To: Mayor Ashford and City Council
Date: October 12, 2026
Re: Purchase of Motorola Radios for Police Department

Mayor and Council,

The Police Department plans to purchase nine Motorola radios and accessories to replace outdated, unsupported equipment.

Motorola, as a sole-source vendor, provided a quote totaling \$66,935.25 for the purchase. The funding for this acquisition will primarily come from the Police Department's operating budget and federal Byrne Grant funding.

Thank you for your consideration.

FCM #26-041

Accepting the quote from Rosy Brothers, Inc., in the amount of \$32,670.00 for a Kubota utility vehicle with enclosed cab and plow kit for use at the Wastewater Treatment Plant. (Wastewater Fund)

FROM THE CITY MANAGER:

The City of Port Huron received the following three (3) quotes for a Kubota utility vehicle with enclosed cab and plow kit for use at the Wastewater Treatment Plant:

Rosy Brothers, Inc. (Dryden, MI)	\$32,670.00
Wadhams Equipment (Kimball, MI)	\$35,167.60
Ball Equipment (Sandusky, MI)	\$39,050.65

It is recommended that the quote of Rosy Brothers, Inc., 5727 Dryden Road, Dryden, MI 48428 in the amount of Thirty-Two Thousand Six Hundred Seventy and 00/100 Dollars (\$32,670.00) be accepted and that the appropriate city officials be authorized to execute the necessary documents.

[Memo; Kubota Tractor](#)



City of Port Huron

City Manager James R. Freed

From: James R. Freed, City Manager, Chief Administrative Officer

To: Mayor Ashford and City Council

Date: October 12, 2026

Re: Kubota Utility Vehicle

Mayor and Council,

The City of Port Huron received three (3) bids for the purchase of a Kubota utility vehicle with enclosed cab and plow kit for use at the wastewater treatment plant. The new Kubota will replace the 1999 tractor that is having increased maintenance issues, has no heat, and the door continuously falls off. The new Kubota will be used for snow plowing, moving heavy material and equipment, etc.

The lowest bid received was from Rosy Brothers in the amount of \$32,670.00. The current Wastewater Treatment Plant budget includes a \$35,000 line item for this purchase.

RES #26-134

Authorizing Twenty (20) payments.

BE IT RESOLVED that the Director of Finance is hereby authorized to pay the attached payments.

[Payment Summary; October 12, 2026](#)

[Payment Items; October 12, 2026](#)

Itemization of Payments - Council Meeting of October 12, 2026

No.	Vendor	Acct #	Job #	Amount	Payment #	Job Description
1- 1	Anderson, Eckstein & Westrick	205-590-801-00	C24-0040	\$ 1,170.20	24	24th Street Road & Utility - Dove to City Limits
		202-474-818-00		\$ 7,500.00	24	Traffic Counts - Huron Avenue
		205-590-801-00	C26-0030	\$ 14,921.58	24	Conner Street Reconfiguration Project
		205-590-801-00	E25-0020	\$ 2,241.30	24	Oak Street Watermain Replacement Project
			TOTAL	\$ 25,833.08		
1- 2	Ainsworth Electric Inc.	595-961-982-00	P23-0140	\$ 281,481.38	2	WFP - Control Panel Upgrade
1- 3	Union Properties Construction	101-936-982-00	ARP2021	\$ 76,050.90	2	Fire Station 4 Renovations
		101-936-982-00	P26-0010	\$ 48,030.01	2	Fire Station 4 Renovations
			TOTAL	\$ 124,080.91		
1- 4	Raymond Excavating	205-590-967-11	C26-0020	\$ 564,281.49	2	10th Street Road Reconstruction & Utility Replacement Project
1- 5	Michigan Pipe Inspection, Inc.	590-981-818-03	D23-0010	\$ 1,545.00	31	Sewer Cleaning
		590-981-818-03	C26-0030	\$ 412.00	31	Conner Street Reconfiguration
			TOTAL	\$ 1,957.00		
1- 6	Professional Service Industries Inc	205-590-818-00	C26-0020	\$ 14,504.50		10th Street Road Reconstruction
		205-590-818-00	P26-0010	\$ 171.50		Fire Station No. 4 Renovations
			TOTAL	\$ 14,676.00		

Itemization of Payments - Council Meeting of October 12, 2026

No.	Vendor	Acct #	Job #	Amount	Payment #	Job Description
1- 7	BMJ Engineers & Surveyors, Inc.	521-723-801-00	P25-0050	\$ 178.80	7	Marina Maintenance Dredging & Dock Repairs Professional Serivces
1- 8	Raymond Excavating Company	205-590-818-00	C26-0030	\$ 78,803.24	1	Conner Street Reconfiguration
1- 9	Rowe Professional Services Co.	205-590-818-00	C24-0020	\$ 13,131.25	18	Lapeer Avenue Road Reconstruction Project
1- 10	Raymond Excavating Company	590-981-982-00	P25-0080	\$ 482,448.60	1	10th Street Sanitary Pump Station Rehabilitation
1- 11	Rowe Professional Services Co.	590-981-982-00	P25-0080	\$ 1,017.50	22	Rehabilitation of Sanitary Pump Stations
		590-981-982-00	P25-0060	\$ 9,365.00	22	Rehabilitation of Sanitary Pump Stations
			TOTAL	\$ 10,382.50		
1- 12	BMJ Engineers & Surveyors Inc.	205-590-801-00	C21-0020	\$ 130.00	26	Gratiot - Elmwood to Garfield
		205-590-801-00	C21-0030	\$ 130.00	26	Gratiot - Garfield to Holland
			TOTAL	\$ 260.00		
1- 13	Tetra Tech, Inc.	590-980-982-00	P26-0050	\$ 26,042.11	3	WWTP - Thickener Tanks Equipment Replacement & Improvements
1- 14	Tri-Star Roofing & Sheet Metal	590-980-982-00	P26-0070	\$ 28,665.00	3	WWTP -Primary Building Roof Replacement
1- 15	J. F. Cavanaugh Co., Inc.	590-980-982-00	P23-0210	\$ 463,916.84	5	WWTP - Secondary Clarifier Rehabilitation
1- 16	Rowe Professional Services Co.	205-590-801-00	C24-0030	\$ 12,133.75	23	Hospital Area Road Reconstruction & Utility Replacement Project Phase I
1- 17	Metro Markings, LLC	202-463-818-00	P26-0030	\$ 1,196.00	3rd & final	Annual Pavement Markings
		203-463-818-00	P26-0030	\$ 299.00	3rd & final	Annual Pavement Markings

Itemization of Payments - Council Meeting of October 12, 2026

No.	Vendor	Acct #	Job #	Amount	Payment #	Job Description
			TOTAL	\$ 1,495.00	3rd & final	Annual Pavement Markings
1- 18	Raymond Excavating Company	205-590-818-00	E23-0020	\$ 7,000.00	14th & final	Russell Court Watermain Replacement
1- 19	William Molnar Roofing Inc.	590-980-982-00	P25-0120	\$ 74,748.60	5	WWTP Secondary Building Roof Replacement
1- 20	DLZ	205-590-818-00	C26-0020	\$ 32,553.53	11	10th Street Road Reconstruction & Utility Replacement
		205-590-818-00	C25-0010	\$ 5,984.50	11	Water Street Reconstruction (10th Street to 13th Street)
			TOTAL	\$ 38,538.03		

**CERTIFICATE OF PAYMENT
TECHNICAL SERVICES**

JOB NO. A24-0020

Attachment: 1-1

JOB TITLE: PROFESSIONAL LAND SURVEYING AND
INSPECTION SERVICES 2024/2025/2026

PAYMENT NO. 24

October 12, 2026

CONSULTANT: Anderson, Eckstein & Westrick, Inc.

ADDRESS: 51301 Schoenherr Road
Shelby Township, Michigan 48315

FOR SERVICES PERFORMED FOR THE PERIOD FROM: 8/12/2026
TO: 9/14/2026

SUMMARY:

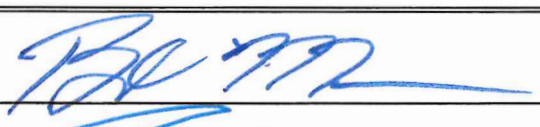
BASIC SERVICES		\$369,784.03
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TOTAL SERVICES		\$369,784.03
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TOTAL AMOUNT FOR SERVICES PERFORMED TO DATE		\$369,784.03
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LESS PREVIOUS PAYMENTS	-	\$343,950.95
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AMOUNT DUE		\$25,833.08
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RECOMMENDED BY:  ENGINEERING MANAGER

APPROVED BY:  CITY ENGINEER

CHARGE TO FUND NO.

<u>JOB NUMBER</u>	<u>AMOUNT</u>	<u>ACCOUNT</u>	<u>PROJECT</u>
C24-0040	\$1,170.20	205-590-801-00	24th Street Road and Utility - Dove to City Limits
N/A	\$7,500.00	202-474-818-00	Traffic Counts (Huron Avenue)
C26-0030	\$14,921.58	205-590-801-00	Conner Street Reconfiguration Project
E25-0020	\$2,241.30	205-590-801-00	Oak Street Water Main Replacement Project
Total	\$25,833.08		

CERTIFICATE OF PARTIAL PAYMENT

PROJECT NO. P23-0140

Attachment: 1-2

PROJECT: WFP - Control Panel Upgrades

PAYMENT NO. 2

DATE: October 12, 2026

CONTRACTOR: Ainsworth electric Inc.

ADDRESS: 3200 Dove Road, Suite A
Port Huron, MI 48060

FOR WORK PERFORMED FOR THE PERIOD FROM: 6/13/2026
TO: 9/29/2026

SUMMARY:

CONTRACT AWARD AMOUNT	\$967,730.00
NET AMOUNT OF CHANGE ORDERS	<u>\$0.00</u>
ADJUSTED CONTRACT AMOUNT	\$967,730.00
TOTAL AMOUNT OF WORK PERFORMED TO DATE	\$817,730.00
LESS RETENTION	<u>\$53,624.86</u>
SUBTOTAL	\$764,105.14
LESS PREVIOUS PAYMENTS	<u>\$482,623.76</u>
AMOUNT DUE CONTRACTOR	\$281,481.38

RECOMMENDED BY: , WATER/WASTEWATER MANAGER

APPROVED BY: , CITY ENGINEER

CHARGE TO FUND NO. 595-961-982-00

CERTIFICATE OF PARTIAL PAYMENT

JOB NO. P26-0010
 JOB TITLE: Fire Station 4 Renovations

Attachment: 1-3

PAYMENT NO. 2

Date: 10/12/2026

CONSULTANT: Union Properties Construction

ADDRESS: 3552 Griswold, Suite 1
 Port Huron, MI, 48060

FOR SERVICES PERFORMED FOR THE PERIOD FROM: 8/27/2026
 TO: 9/21/2026

SUMMARY:

CONTRACT AWARD AMOUNT		\$195,841.15
NET AMOUNT OF CHANGE ORDERS	Change Order 1: Add for concrete reinforcement	\$3,633.00
ADJUSTED CONTRACT AMOUNT		\$199,474.15
TOTAL AMOUNT OF WORK PERFORMED TO DATE		\$165,153.68
LESS RETENTION		\$9,792.06
SUBTOTAL		\$155,361.62
LESS PREVIOUS PAYMENTS		\$31,280.71
AMOUNT DUE CONTRACTOR		\$124,080.91

RECOMMENDED BY:  ENGINEERING MANAGER

APPROVED BY:  CITY ENGINEER

CHARGE TO FUND NO.

P26-0010	\$76,050.90
P26-0010	\$48,030.01
Total	\$124,080.91

101-936-982-00 ARP2021
 101-936-982-00

Change Order No. 1

Contractor: Union Properties, LLC
3552 Griswold Road, Suite 1
Port Huron, MI 48060

Date: 7/29/2026
 Project No.: P26-0010

GENTLEMEN:

In connection with the above Contract dated June 8, 2026 for Fire Station No. 4 Building Improvements No. P26-0010, Change Order No. 1 for the following items of work:

Added reinforcement in concrete apron (see attached sheets) \$3,633.00

Subject to conditions hereinafter set forth, an equitable adjustment of the Contract price and the Contract time is established, as follows:

The original contract price is One Hundred Ninety Five Thousand, Eight Hundred Forty One and 15/100 Dollars (\$195,841.15). The current contract price is One Hundred Ninety Five Thousand, Eight Hundred Forty One and 15/100 Dollars (\$195,841.15). THE CONTRACT PRICE IS INCREASED/~~DECREASED~~ Three thousand, six hundred thirty-three and 00/100 dollars \$3,633.00 by this Change Order No.1 The new contract amount to date thereby is One Hundred Ninety Nine Thousand, Four Hundred Seventy Four and 15/100 Dollars (\$199,474.15). The Contract time is changed as hereinafter indicated:

No change in completion date.

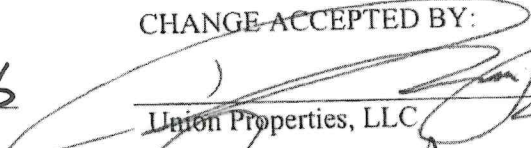
THE CONDITIONS LAST ABOVE REFERRED TO ARE AS FOLLOWS:

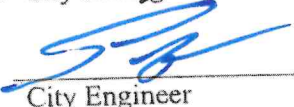
- A. The aforementioned change, and work affected thereby, are subject to all contract stipulations and covenants;
- B. The rights of the City of Port Huron are not prejudiced, and;
- C. All claims against the City of Port Huron which are incidental to or as a consequence of the aforementioned change are satisfied.

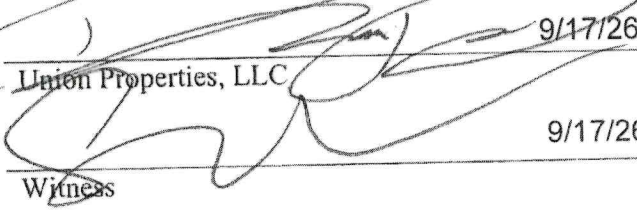
CHANGE AUTHORIZED BY:

CHANGE ACCEPTED BY:


 City Manager


 Union Properties, LLC


 City Engineer


 Witness

10/2/26
 Date

10/2/26
 Date

9/17/26
 Date

9/17/26
 Date

CERTIFICATE OF PARTIAL PAYMENT

PROJECT NO. C26-0020

Attachment: 1-4

PROJECT: 10th Street Rd Reconstruction & Utility Replacement Project

PAYMENT NO. 2

DATE: 10/12/2026

CONTRACTOR: Raymond Excavating

ADDRESS: 800 Gratiot Blvd,
Marysville, MI 48040FOR WORK PERFORMED FOR THE PERIOD FROM: 6/1/2026
TO: 8/31/2026

SUMMARY:

CONTRACT AWARD AMOUNT	\$1,948,313.00
NET AMOUNT OF CHANGE ORDERS	\$0.00
ADJUSTED CONTRACT AMOUNT	\$1,948,313.00
 TOTAL AMOUNT OF WORK PERFORMED TO DATE	 \$1,605,891.36
RETAINAGE AMOUNT	\$97,415.65
LESS PREVIOUS PAYMENTS	\$944,194.22
AMOUNT DUE CONTRACTOR	\$564,281.49

RECOMMENDED BY: [Signature], CIVIL ENGINEER IAPPROVED BY: [Signature], ENGINEERING MANAGERAPPROVED BY: [Signature], CITY ENGINEER

CHARGE TO FUND NO.

205-590-967-11-C260020

C26-0020 10th Street Road Reconstruction and Utility Replacement Project

CERTIFICATE OF PARTIAL PAYMENT

Attachment: L-5

PROJECT NO. D23-0010

PROJECT: 2023-2026 SEWER CLEANING & VIDEO INSPECTION SERVICE

PAYMENT NO. 31

DATE: October 12, 2026

CONTRACTOR: MICHIGAN PIPE INSPECTION, INC.

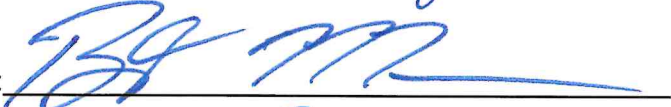
ADDRESS: 5875 Richards Road
Marlette, MI 48426

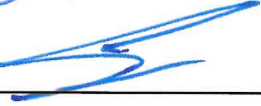
FOR WORK PERFORMED FOR THE PERIOD FROM: 07/28/2026
TO: 09/02/2026

SUMMARY:

CONTRACT AWARD AMOUNT:	\$117,675.00
NET AMOUNT OF CHANGE ORDERS	<u>0.00</u>
ADJUSTED CONTRACT AMOUNT	\$117,675.00
TOTAL AMOUNT OF WORK PERFORMED TO DATE	\$109,726.04
LESS PREVIOUS PAYMENTS	<u><u>107,769.04</u></u>
AMOUNT DUE CONTRACTOR	\$1,957.00

RECOMMENDED BY: , CIVIL ENGINEER III

APPROVED BY: , ENGINEERING MANAGER

APPROVED BY: , CITY ENGINEER

CHARGE TO FUND NO.

D23-0010	\$1,545.00	590-981-818-03	SEWER CLEANING
C26-0030	\$412.00	590-981-818-03	CONNER ST RECONFIGURATION

**CERTIFICATE OF PARTIAL PAYMENT
TECHNICAL SERVICES**

Attachment: L-6

PROJECT NO. A26-0010

PROJECT: CONSTRUCTION MATERIALS TESTING FOR PUBLIC IMPROVEMENTS

PAYMENT NO. 5

DATE: October 12, 2026

CONTRACTOR: PROFESSIONAL SERVICE INDUSTRIES, INC.

ADDRESS: PO BOX 74008418
Chicago, IL 60674-8418

FOR WORK PERFORMED FOR THE PERIOD FROM: 7/28/2026
TO: 8/29/2026

SUMMARY:

BASIC SERVICES	\$340,905.00
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ADDITIONAL SERVICES

TOTAL	\$340,905.00
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TOTAL AMOUNT OF WORK PERFORMED TO DATE	\$61,377.50
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LESS PREVIOUS PAYMENTS	\$46,701.50
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AMOUNT DUE	\$14,676.00
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RECOMMENDED BY: , CIVIL ENGINEER III

APPROVED BY: , ENGINEERING MANAGER

APPROVED BY: , CITY ENGINEER

CHARGE TO FUND NO.

205-590-818-00 \$14,504.50 C26-0020

205-590-818-00 \$171.50 P26-0010

10th St Road Reconstruction

Fire Station No. 4 Renovations

CERTIFICATE OF PARTIAL PAYMENT

Attachment: 1-7

PROJECT NO. P25-0050

PROJECT: Marina Maintenance Dredging and Dock Repairs Professional Services (2026-2030)

PAYMENT NO. 7

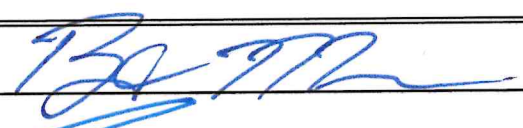
DATE: October 12, 2026

CONTRACTOR: BMJ Engineers & Surveyors, Inc.

ADDRESS: 519 Huron Avenue
Port Huron, MI 48060FOR WORK PERFORMED FOR THE PERIOD FROM: 7/27/2026
TO: 9/23/2026

SUMMARY:

CONTRACT AWARD AMOUNT	\$219,445.00
NET AMOUNT OF AMENDMENTS	<u>\$0.00</u>
ADJUSTED CONTRACT AMOUNT	\$219,445.00
 TOTAL AMOUNT OF WORK PERFORMED TO DATE	 \$10,059.04
LESS PREVIOUS PAYMENTS	<u>\$9,880.24</u>
AMOUNT DUE CONTRACTOR	\$178.80

RECOMMENDED BY: , ENGINEERING MANAGERAPPROVED BY: , CITY ENGINEERCHARGE TO FUND NO.
521-723-801-00

CERTIFICATE OF PARTIAL PAYMENT

Attachment: L-8

PROJECT NO. C26-0030

PROJECT: CONNER STREET RECONFIGURATION (ELECTRIC TO MILITARY)

PAYMENT NO. 1

DATE: October 12, 2026

CONTRACTOR: RAYMOND EXCAVATING CO.

ADDRESS: 800 Gratiot Blvd
Marysville, MI 48040

FOR WORK PERFORMED FOR THE PERIOD FROM: 08/13/2026
TO: 09/20/2026

SUMMARY:

CONTRACT AWARD AMOUNT	\$328,498.00
NET AMOUNT OF CHANGE ORDERS	<u>0.00</u>
ADJUSTED CONTRACT AMOUNT	\$328,498.00
TOTAL AMOUNT OF WORK PERFORMED TO DATE	\$87,559.16
LESS RETENTION	<u>\$8,755.92</u>
SUBTOTAL	\$78,803.24
LESS PREVIOUS PAYMENTS	<u>0.00</u>
AMOUNT DUE CONTRACTOR	\$78,803.24

RECOMMENDED BY: [Signature], CIVIL ENGINEER III

APPROVED BY: [Signature], ENGINEERING MANAGER

APPROVED BY: [Signature], CITY ENGINEER

CHARGE TO FUND NO.

C26-0030

205-590-818-00

\$78,803.24

CERTIFICATE OF PARTIAL PAYMENT

Attachment: 1-9

PROJECT NO. C24-0020

PROJECT: Lapeer Avenue Road Reconstruction Project

PAYMENT NO. 18

DATE: 10/12/2026

CONTRACTOR: Rowe Professional Services Company

ADDRESS: 540 S. Saginaw St., Ste 200
Flint, MI, 48502

FOR WORK PERFORMED FOR THE PERIOD FROM: 7/31/2026
TO: 9/15/2026

SUMMARY:

CONTRACT AWARD AMOUNT

NET AMOUNT OF CONTACT AMENDMENTS

ADJUSTED CONTRACT AMOUNT

TOTAL AMOUNT OF WORK PERFORMED TO DATE

LESS PREVIOUS PAYMENTS

AMOUNT DUE CONTRACTOR

Amendment 1: Additional water main and sanitary work added. Amendment 2: Observation and construction administration for extended construction.
--

\$373,840.00

\$174,713.50

\$548,553.50

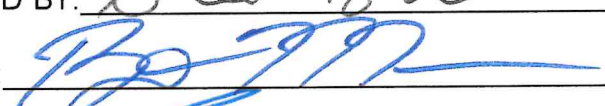
\$543,428.25

\$530,297.00

\$13,131.25

RECOMMENDED BY: ,

CIVIL ENGINEER

APPROVED BY: ,

ENGINEERING MANAGER

APPROVED BY: ,

CITY ENGINEER

CHARGE TO FUND NO. 205-590-818-00 C24-0020

CERTIFICATE OF PARTIAL PAYMENT

PROJECT NO.: P25-0080

Attachment: 1-10

PROJECT: 10th Street Sanitary Pump Station Rehabilitation

PAYMENT NO. 1

DATE: October 12, 2026

CONTRACTOR: Raymond Excavating Company

ADDRESS: 800 Gratiot Blvd.
Marysville, Michigan 48060

FOR WORK PERFORMED FOR THE PERIOD FROM: 5/1/2026
TO: 9/25/2026

SUMMARY:

CONTRACT AWARD AMOUNT	\$1,099,500.00
NET AMOUNT OF CHANGE ORDERS	<u>\$0.00</u>
ADJUSTED CONTRACT AMOUNT	\$1,099,500.00
TOTAL AMOUNT OF WORK PERFORMED TO DATE	\$536,054.00
LESS RETENTION	<u>\$53,605.40</u>
SUBTOTAL	\$482,448.60
LESS PREVIOUS PAYMENTS	<u>\$0.00</u>
AMOUNT DUE CONTRACTOR	\$482,448.60

RECOMMENDED BY: [Signature], WATER/WASTEWATER MANAGER

APPROVED BY: [Signature], CITY ENGINEER

CHARGE TO FUND NO. 590-981-982-00

**CERTIFICATE OF PARTIAL PAYMENT
TECHNICAL SERVICES**

PROJECT NO. P24-0150

Attachment: 1-11

PROJECT: Rehabilitation of Sanitary Pump Stations

PAYMENT NO. 22

DATE: October 12, 2026

CONTRACTOR: ROWE Professional Services Company

ADDRESS: 540 S. Saginaw St., Ste 200
Flint, Michigan 48502

FOR WORK PERFORMED FOR THE PERIOD FROM: 8/1/2026
TO: 8/31/2026

SUMMARY:

CONTRACT AWARD AMOUNT	\$256,515.00
NET AMOUNT OF ADDITIONAL SERVICES	<u>\$0.00</u>
ADJUSTED CONTRACT AMOUNT	\$256,515.00
TOTAL AMOUNT OF WORK PERFORMED TO DATE	\$153,631.00
LESS PREVIOUS PAYMENTS	<u>143,248.50</u>
AMOUNT DUE CONTRACTOR	\$10,382.50

RECOMMENDED BY: , WATER/WASTEWATER MANAGER

APPROVED BY: , CITY ENGINEER

CHARGE TO FUND NO.

P25-0080	590-981-982-00	\$	1,017.50
P26-0060	590-981-982-00	\$	9,365.00
	590-981-982-00	\$	-

**CERTIFICATE OF PARTIAL PAYMENT
TECHNICAL SERVICES (DESIGN)**

PROJECT NO. C21-0020 & C21-0030

Attachment: 1-12

PROJECT: GRATIOT AVENUE RECONSTRUCTION

PAYMENT NO. 26

DATE: October 12, 2026

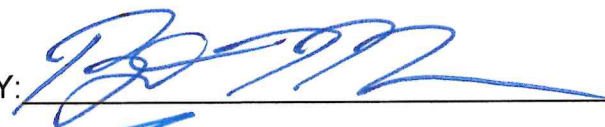
CONTRACTOR: BMJ Engineers & Surveyors, Inc.

ADDRESS: 519 Huron Avenue
Port Huron, MI 48060

FOR WORK PERFORMED FOR THE PERIOD FROM: 7/28/2026
TO: 9/23/2026

SUMMARY:

CONTRACT AWARD AMOUNT		\$194,200.00
ADDITIONAL SERVICES	Amend 1: Additional services for sanitary sewer design and permits. Amend 2: Additional services for MDOT unbalanced bid eval, tree removal reeval, MDOT program amend, and sewer. Amend 3: MDOT office tech services. Amend 4&5: Previous amendents were not enough to cover MDOT office Tech services for project closeout	\$75,000.00
TOTAL		\$269,200.00
TOTAL AMOUNT OF WORK PERFORMED TO DATE		\$267,067.80
LESS PREVIOUS PAYMENTS		\$266,807.80
AMOUNT DUE		\$260.00

RECOMMENDED BY:  ENGINEERING MANAGER

APPROVED BY:  CITY ENGINEER

CHARGE TO FUND NO.:

\$130.00	205-590-801-00C21-0020	GRATIOT - ELMWOOD TO GARFIELD
\$130.00	205-590-801-00C21-0030	GRATIOT - GARFIELD TO HOLLAND
\$260.00		

**CERTIFICATE OF PARTIAL PAYMENT
TECHNICAL SERVICES**

Attachment: 1-13

PROJECT NO. P26-0050

PROJECT: WWTP -Thickener Tanks Equipment Replacement and Improvements

PAYMENT NO. 3

DATE: October 12, 2026

CONTRACTOR: Tetra Tech, Inc.

ADDRESS: PO Box 200191
Dallas, TX 753200-0191

FOR WORK PERFORMED FOR THE PERIOD FROM: 7/27/2026
TO: 8/21/2026

SUMMARY:

CONTRACT AWARD AMOUNT	\$289,640.00
NET AMOUNT OF CHANGE ORDERS	<u>\$0.00</u>
ADJUSTED CONTRACT AMOUNT	\$289,640.00
TOTAL AMOUNT OF WORK PERFORMED TO DATE	\$123,026.15
LESS PREVIOUS PAYMENTS	<u><u>\$96,984.04</u></u>
AMOUNT DUE CONTRACTOR	\$26,042.11

RECOMMENDED BY: [Signature], WATER/WASTEWATER MANAGER

APPROVED BY: [Signature], CITY ENGINEER

CHARGE TO FUND NO. 590-980-982-00 P26-0050

CERTIFICATE OF PARTIAL PAYMENT

Attachment: 1-14

PROJECT NO. P26-0070

PROJECT: WWTP - Primary Building Roof Replacement

PAYMENT NO. 3

DATE: October 12, 2026

CONTRACTOR: Tri-Star Roofing & Sheet Metal, LLC

ADDRESS: 5386 Lapeer Road
Kimball, MI 48074

FOR WORK PERFORMED FOR THE PERIOD FROM: 9/1/2026
TO: 9/30/2026

SUMMARY:

CONTRACT AWARD AMOUNT	\$404,600.00
NET AMOUNT OF CHANGE ORDERS	<u>\$0.00</u>
 ADJUSTED CONTRACT AMOUNT	 \$404,600.00
TOTAL AMOUNT OF WORK PERFORMED TO DATE	\$362,600.00
LESS RETENTION	<u>\$36,260.00</u>
SUBTOTAL	\$326,340.00
LESS PREVIOUS PAYMENTS	<u>\$297,675.00</u>
AMOUNT DUE CONTRACTOR	\$28,665.00

RECOMMENDED BY: , WATER/WASTEWATER MANAGER

APPROVED BY: , CITY ENGINEER

CHARGE TO FUND NO.

590-980-982-00

CERTIFICATE OF PARTIAL PAYMENT

Attachment: 1-15

PROJECT NO. P23-0210

PROJECT: WWTP - Secondary Clarifier Rehabilitation

PAYMENT NO. 5

DATE: October 12, 2026

CONTRACTOR: J.F. Cavanaugh Co., Inc.

ADDRESS: 20750 Sunnydale Avenue
Farmington Hills, MI 48336

FOR WORK PERFORMED FOR THE PERIOD FROM: 8/1/2026
TO: 9/29/2026

SUMMARY:

CONTRACT AWARD AMOUNT	\$8,875,615.00
NET AMOUNT OF CHANGE ORDERS	<u>\$0.00</u>
ADJUSTED CONTRACT AMOUNT	\$8,875,615.00
TOTAL AMOUNT OF WORK PERFORMED TO DATE	\$1,803,780.80
LESS RETENTION	<u>\$180,378.08</u>
SUBTOTAL	\$1,623,402.72
LESS PREVIOUS PAYMENTS	<u><u>1,159,485.88</u></u>
AMOUNT DUE CONTRACTOR	\$463,916.84

RECOMMENDED BY: [Signature] WATER/WASTEWATER MANAGER

APPROVED BY: [Signature], CITY ENGINEER

CHARGE TO FUND NO. 590-980-982-00

**CERTIFICATE OF PARTIAL PAYMENT
TECHNICAL SERVICES**

Attachment: 1-16

PROJECT NO. C24-0030

PROJECT: HOSPITAL AREA ROAD RECONSTRUCTION AND UTILITY REPLACEMENT
PROJECT - PHASE 1

PAYMENT NO. 23

DATE: October 12, 2026

CONSULTANT: ROWE Professional Services Company

ADDRESS: 540 S. Saginaw St., Ste 200
Flint, MI 48502

FOR WORK PERFORMED FOR THE PERIOD FROM: 08/01/2026
TO: 08/31/2026

SUMMARY:

BASIC SERVICES		\$548,995.00
ADDITIONAL SERVICES	12/18/25: Owner Requested Changes; Extended Observation and Administration, \$124,823.75	<u>159,582.50</u>
TOTAL	6/18/26: Extended Observation and Administration, \$34,758.75	\$708,577.50
TOTAL AMOUNT OF WORK PERFORMED TO DATE		\$705,893.75
LESS PREVIOUS PAYMENTS		<u>693,760.00</u>
AMOUNT DUE		\$12,133.75

RECOMMENDED BY: Sam Madson

CIVIL ENGINEER III

APPROVED BY: [Signature]

ENGINEERING MANAGER

APPROVED BY: [Signature]

CITY ENGINEER

CHARGE TO FUND NO. 205-590-801-00-C240030

CERTIFICATE OF PARTIAL PAYMENT

JOB NO. P26-0030
 JOB TITLE: 2026 Annual Pavement Markings

Attachment: 1-17

PAYMENT NO. 3 & Final Date: 10/12/2026

CONSULTANT: Metro Markings, LLC

ADDRESS: 1408 E 9 Mile Rd
 Hazel Park, MI 48030

FOR SERVICES PERFORMED FOR THE PERIOD FROM: 6/23/2026
 TO: 8/7/2026

SUMMARY:

CONTRACT AWARD AMOUNT	Change Order 1: Adjusted contract quantities to reflect the actual quantity for each item	\$48,494.00
NET AMOUNT OF CHANGE ORDERS		<u>\$1,495.00</u>
ADJUSTED CONTRACT AMOUNT		\$49,989.00
TOTAL AMOUNT OF WORK PERFORMED TO DATE		\$49,989.00
LESS RETENTION		<u>\$0.00</u>
SUBTOTAL		\$49,989.00
LESS PREVIOUS PAYMENTS		\$48,494.00
AMOUNT DUE CONTRACTOR		<u>\$1,495.00</u>

RECOMMENDED BY: [Signature], CIVIL ENGINEER 1

RECOMMENDED BY: [Signature], ENGINEERING MANAGER

APPROVED BY: [Signature], CITY ENGINEER

CHARGE TO FUND NO.

80% 202-463-818-00 \$1,196.00
 20% 203-463-818-00 \$299.00

P26-0030 2026 Annual Pavement Markings

Total \$1,495.00

Change Order No. 1 (Final)

Contractor: Metro Markings, LLC
1408 E 9 Mile Rd
Hazel Park, MI 48030

Date: August 31, 2026
Project No.: P26-0030

COUNCIL:

In connection with the above Contract dated May 6, 2026 for 2026 Annual Pavement Markings No. P26-0030, this Change Order No. 1 adjust contract quantities to reflect the actual quantity for each item. A quantity balance report is included on the second page of this change order reflecting these changes.

Subject to conditions hereinafter set forth, an equitable adjustment of the Contract price and the Contract time is established, as follows:

The original contract price is Forty-Eight Thousand, Four Hundred Ninety-Four and 00/100 Dollars (\$48,494.00). The current contract price is Forty-Eight Thousand, Four Hundred Ninety-Four and 00/100 Dollars (\$48,494.00). THE CONTRACT PRICE IS INCREASED/DECREASED One Thousand, Four Hundred Ninety-Five and 00/100 dollars (\$1,495.00) by this Change Order No.1 The new contract amount to date thereby is Forty-Nine Thousand, Nine Hundred Eighty-Nine and 00/100 Dollars (\$49,989.00). The Contract time is changed as hereinafter indicated:

No change in completion date.

THE CONDITIONS LAST ABOVE REFERRED TO ARE AS FOLLOWS:

- A. The aforementioned change, and work affected thereby, are subject to all contract stipulations and covenants;
- B. The rights of the City of Port Huron are not prejudiced, and;
- C. All claims against the City of Port Huron which are incidental to or as a consequence of the aforementioned change are satisfied.

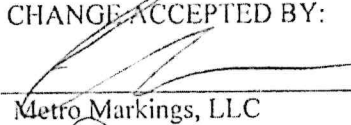
CHANGE AUTHORIZED BY:

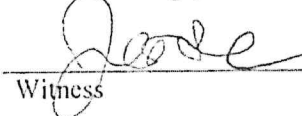
 10/2/26
City Manager Date

City Engineer

Date

CHANGE ACCEPTED BY:

 9/1/26
Metro Markings, LLC Date

 9/1/2026
Witness Date

CERTIFICATE OF FINAL PAYMENT

PROJECT NO. E23-0020

Attachment: 1-18

PROJECT: RUSSELL COURT WATER MAIN REPLACEMENT

PAYMENT NO. 14TH & FINAL

DATE: October 12, 2026

CONTRACTOR: RAYMOND EXCAVATING COMPANY

ADDRESS: 800 Gratiot Blvd.
Marysville, MI 48040

FOR WORK PERFORMED FOR THE PERIOD FROM: 06/30/2026
TO: 08/21/2026

SUMMARY:

CONTRACT AWARD AMOUNT	\$369,633.13
NET AMOUNT OF CHANGE ORDERS	<u>624,956.22</u>
ADJUSTED CONTRACT AMOUNT	\$994,589.35
TOTAL AMOUNT OF WORK PERFORMED TO DATE	\$994,589.35
LESS RETENTION	<u>\$0.00</u>
SUBTOTAL	\$994,589.35
LESS PREVIOUS PAYMENTS	<u>987,589.35</u>
AMOUNT DUE CONTRACTOR	\$7,000.00

RECOMMENDED BY: [Signature], CIVIL ENGINEER III

APPROVED BY: [Signature], ENGINEERING MANAGER

APPROVED BY: [Signature], CITY ENGINEER

CHARGE TO FUND NO.
E23-0020 205-590-818-00 \$7,000.00

CHANGE ORDER SUMMARY

PROJECT NO.: E23-0020

PROJECT: RUSSELL COURT WATER MAIN REPLACEMENT

C.O. NO.	DATE TO COUNCIL	AMOUNT	ADJUSTED CONTRACT PRICE
1	08/14/2023	Original Contract Price:	\$369,633.13
		\$118,652.41	\$488,285.54
2 & FINAL	12/11/2023	Description: WCD#1, concrete pavement repairs and curb ramp upgrades to 10th Avenue at Church Street	
		-\$49,782.40	\$438,503.14
3	7/14/2025	Description: final balancing change order	
		\$592,250.00	\$1,030,753.14
4 & FINAL	10/12/2026	Description: Additional Water Main Installation - Elmwood Street from 10th Avenue to Stone Street	
		-\$36,163.79	\$994,589.35
		Description: final balancing change order - Elmwood Street from 10th Avenue to Stone Street	
		</	

Change Order No. 4 & Final

Contractor: Raymond Excavating Company, Inc.
800 Gratiot Blvd.
Marysville, MI 48040

Date: August 21, 2026
 Project No.: E23-0020

GENTLEMEN:

In connection with the above Contract dated April 25, 2023 for Russell Court Water Main Replacement, Project E23-0020. Change Order No. 4 and Final will balance quantities for the following items of work based on as-constructed quantities:

Balancing quantities (see attached sheets)

\$(36,163.79)

Subject to conditions hereinafter set forth, an equitable adjustment of the Contract price and the Contract time is established, as follows:

THE CONTRACT PRICE IS ~~INCREASED~~/DECREASED Thirty-six thousand one hundred sixty-three and 79/100 dollars (\$36,163.79) and the total adjusted Contract amount to date thereby is \$994,589.35 and the Contract time is changed as hereinafter indicated:

Completion Date extended to 4/27/2026.

THE CONDITIONS LAST ABOVE REFERRED TO ARE AS FOLLOWS:

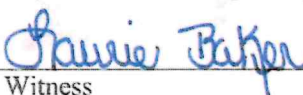
- A. The aforementioned change, and work affected thereby, are subject to all contract stipulations and covenants;
- B. The rights of the City of Port Huron are not prejudiced, and;
- C. All claims against the City of Port Huron which are incidental to or as a consequence of the aforementioned change are satisfied.

CHANGE AUTHORIZED BY:


 City Manager
10/7/26
 Date

 City Engineer
10/2/26
 Date

CHANGE ACCEPTED BY:


 Raymond Excavating Company, Inc.
8/24/26
 Date

 Witness
8/24/26
 Date

CERTIFICATE OF PARTIAL PAYMENT

PROJECT NO. P25-0120

Attachment: 1-19

PROJECT: WWTP Secondary Building Roof Replacement

PAYMENT NO. 5

DATE: October 12, 2026

CONTRACTOR: William Molnar Roofing Inc.

ADDRESS: 22201 Pennsylvania Road
Brownstown, MI 48193

FOR WORK PERFORMED FOR THE PERIOD FROM: 8/1/2026
TO: 9/30/2026

SUMMARY:

CONTRACT AWARD AMOUNT	\$1,269,000.00
NET AMOUNT OF CHANGE ORDERS	<u>\$0.00</u>
ADJUSTED CONTRACT AMOUNT	\$1,269,000.00
TOTAL AMOUNT OF WORK PERFORMED TO DATE	\$1,249,400.00
LESS RETENTION	<u>\$62,470.00</u>
SUBTOTAL	\$1,186,930.00
LESS PREVIOUS PAYMENTS	<u>1,112,181.39</u>
AMOUNT DUE CONTRACTOR	\$74,748.60

RECOMMENDED BY: , WATER/WASTEWATER MANAGER

APPROVED BY: , CITY ENGINEER

CHARGE TO FUND NO. 590-980-982-00

CERTIFICATE OF PARTIAL PAYMENT

PROJECT NO. C25-0010 & C26-0020

Attachment: 1-20

PROJECT: Water Street Area Reconstruction Project

PAYMENT NO. 11

DATE: 10/12/2026

CONTRACTOR: DLZ

ADDRESS: 2291 W Water St. Ste 6
Port Huron, MI, 48060

FOR WORK PERFORMED FOR THE PERIOD FROM: 8/13/2026
TO: 9/21/2026

SUMMARY:

CONTRACT AWARD AMOUNT	\$748,946.00
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NET AMOUNT OF CHANGE ORDERS	<u>\$0.00</u>
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ADJUSTED CONTRACT AMOUNT	\$748,946.00
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TOTAL AMOUNT OF WORK PERFORMED TO DATE	\$409,455.89
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LESS PREVIOUS PAYMENTS	<u>\$370,917.86</u>
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AMOUNT DUE CONTRACTOR	\$38,538.03
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RECOMMENDED BY: [Signature], CIVIL ENGINEER I

APPROVED BY: [Signature], ENGINEERING MANAGER

APPROVED BY: [Signature], CITY ENGINEER

CHARGE TO FUND NO.:

\$	32,553.53	205-590-818-00-C260020	10th St. Rd Reconstruction & Utility Replacement
\$	5,984.50	205-590-818-00-C250010	Water Street Reconstruction (10th St. -13th St.)
\$	38,538.03		

RES #26-135

Approving the Interlocal Agreement between the City of Port Huron and the St. Clair County Library System to open a new library branch located within the Eleger Harvey Community Center.

WHEREAS, the City of Port Huron desires to provide high-quality local public library services for the residents of the community; and

WHEREAS, the attached Interlocal Agreement serves as the operational framework, designed to ensure a smooth, well-defined relationship between the City and the Library System; and

WHEREAS, this partnership will establish a welcoming space located within the Eleger Harvey Community Center where neighborhood families can access books, early literacy programming and educational resources; and

WHEREAS, the Agreement establishes the responsibilities of the St. Clair County Library System for library personnel, collections, operations, technology, network access, and the online catalog; and

WHEREAS, the Agreement establishes the City's responsibilities regarding the local library facility and grounds, including maintenance, utilities, safety, parking, and certain building and structural responsibilities; and

WHEREAS, the City Council has reviewed the proposed Interlocal Agreement for System Library Services and finds that entering into the Agreement is in the best interest of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the Port Huron City Council does hereby approve the Interlocal Agreement with the St. Clair County Library System to open a new library branch located within the Eleger Harvey Community Center and authorizes the appropriate city officials to execute the agreement.

[Interlocal Agreement; St. Clair County Library System.pdf](#)



ST. CLAIR COUNTY LIBRARY SYSTEM

Main Library

810.987.7323 • www.stclaircountylibrary.org
210 McMorran Blvd. • Port Huron, MI 48060

ALLISON S. ARNOLD
Director

September 22, 2026

Mr. James Freed, City Manager
City of Port Huron
100 McMorran Blvd.
Port Huron, MI 48060

Dear Mr. Freed,

On behalf of the St. Clair County Library System, I want to express my sincere appreciation for our shared commitment to bringing a dedicated branch of the St. Clair County Library System to the Eleger Harvey Community Center. This exciting partnership represents a meaningful step forward in expanding access, literacy, and community connections for neighborhood youth and families.

Guided by our strategic vision—**Discover. Learn. Grow.**—our goal is to ensure our branch operations, technology, and facility frameworks are supported by clear, modern, and transparent agreements.

To formalize our partnership at the Eleger Harvey Community Center, I am pleased to present the updated boilerplate **Agreement for System Library Services**. This interlocal agreement serves as our standard legal and operational framework, designed to ensure a smooth, well-defined relationship between the City and the Library System:

- **Expanded Access & Programming:** Establishes a welcoming space within the community center where neighborhood families can access books, early literacy programming, and educational resources.
- **Modern Technology & Digital Infrastructure:** Clarifies that the Library System provides and manages core technology, public computers, high-speed Wi-Fi, and "maker" equipment, fully protected under standard cybersecurity measures and state privacy laws (MLPA).
- **Clear Operational & Facility Boundaries:** Outlines routine operational upkeep versus structural building maintenance using a practical \$5,000 baseline threshold (aligned with national GFOA standards) to keep facility responsibilities straightforward.

This agreement has been reviewed and approved by St. Clair County Corporation Counsel to ensure a legally robust and mutually supportive foundation for both parties.

Branches

Algonac-Clay Twp.
2011 St. Clair River Dr.
Algonac, MI 48001
810.794.4471

Burtchville Twp.
7093 Second St.
Lakeport, MI 48059
810.385.8550

Capac
111 N. Main St.
Capac, MI 48014
810.395.7000

G. Lynn Campbell/Kimball Twp.
1955 N. Allen Rd.
Kimball, MI 48074
810.982.9171

Ira Twp.
7013 Meldrum Rd.
Fair Haven, MI 48023
586.725.9081

Marine City
300 S. Parker St.
Marine City, MI 48039
810.765.5233

Marysville
1175 Delaware Ave.
Marysville, MI 48040
810.364.9493

Memphis
34830 Potter St.
Memphis, MI 48041
810.392.2980

St. Clair
310 S. Second St.
St. Clair, MI 48079
810.329.3951

Yale
2 Jones St.
Yale, MI 48097
810.387.2940

Advocacy & Outreach Center
LBPH
800.272.8570



ST. CLAIR COUNTY LIBRARY SYSTEM

Main Library

810.987.7323 • www.stclaircountylibrary.org
210 McMorran Blvd. • Port Huron, MI 48060

ALLISON S. ARNOLD
Director

Branches

Algonac-Clay Twp.
2011 St. Clair River Dr.
Algonac, MI 48001
810.794.4471

Burtchville Twp.
7093 Second St.
Lakeport, MI 48059
810.385.8550

Capac
111 N. Main St.
Capac, MI 48014
810.395.7000

G. Lynn Campbell/Kimball Twp.
1955 N. Allen Rd.
Kimball, MI 48074
810.982.9171

Ira Twp.
7013 Meldrum Rd.
Fair Haven, MI 48023
586.725.9081

Marine City
300 S. Parker St.
Marine City, MI 48039
810.765.5233

Marysville
1175 Delaware Ave.
Marysville, MI 48040
810.364.9493

Memphis
34830 Potter St.
Memphis, MI 48041
810.392.2980

St. Clair
310 S. Second St.
St. Clair, MI 48079
810.329.3951

Yale
2 Jones St.
Yale, MI 48097
810.387.2940

Advocacy & Outreach Center
LBPH
800.272.8570

We respectfully request the Port Huron City Council's review and formal approval of this agreement so we can officially execute our contract and begin bringing this branch to life. Our leadership team and I would be delighted to attend an upcoming City Council meeting to introduce the agreement, share our enthusiasm for the site, and answer any questions you or Council members may have.

Thank you for your dedicated leadership and ongoing vision for Port Huron. We are truly grateful for this partnership and look forward to working together to help our community **Discover, Learn, and Grow.**

Warm regards,

Allison Arnold, MLIS
Director

St. Clair County Library System
210 McMorran Blvd.
Port Huron, MI 48060

aarnold@sccl.lib.mi.us
(810) 987-7323 ext. 2501

INTERLOCAL AGREEMENT FOR SYSTEM LIBRARY SERVICES

This Agreement for System Library Services (the "Agreement") is entered into by and between the St. Clair County Library System (hereinafter referred to as the "System"), and the City of Port Huron, a Michigan municipal corporation (hereinafter referred to as the "Municipality"). The System and the Municipality may collectively be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Municipality desires to provide high-quality local public library services for the residents of its community; and

WHEREAS, the System is established to provide, manage, and support public library services across St. Clair County under defined terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants, promises, representations, and financial thresholds contained herein, the Parties agree as follows:

1. SCOPE OF SYSTEM SERVICES & RESPONSIBILITIES

The System shall provide library services to the Municipality, which shall include the following:

- A. **Personnel:** Hiring, managing, scheduling, and supervising professional staff to operate the local library facility and deliver public services.
- B. **Collections:** Acquiring, cataloging, and maintaining a collection of physical and digital library materials (including books, serials, media, and electronic resources) for public use.
- C. **Operations:** Establishing and maintaining regular, public-facing service hours.
- D. **Technology & Network Access:** Providing public access to computer technology and digital networks via the System's technological infrastructure and third-party network agreements (including the Regional Educational Service Agency, or "RESA").
- E. **Online Catalog:** Providing continuous access to the System's integrated online collection and database.

2. EQUIPMENT, TECHNOLOGY, & NETWORK OWNERSHIP

- A. **System-Provided Equipment:** The System shall provide all necessary core technology and equipment for standard library operations, including but not limited to: staff and public computers, printers, network hardware, standard telecommunications hardware, automated

circulation/Integrated Library System (ILS) terminals, and specialized public-access computer furniture.

- B. **Network Ownership & Administrative Control:** The System retains total ownership, absolute administrative control, and responsibility for all integrated network hardware, Wi-Fi infrastructure, servers, and digital infrastructure paid for by System funds, as well as the accompanying automated circulation systems.
- C. **Asset Marking & Retention:** Any equipment, technology, network hardware, furnishings, or shelving purchased with System funds shall be clearly marked as property of the System, and the System shall retain sole ownership of such property.
- D. **Revenue from System Property:** All fines, user fees, printing/copy fees, and other revenues collected by library staff under System-approved policies using System-owned equipment shall constitute System funds.

3. CYBERSECURITY, DATA LIABILITY, & PRIVACY COMPLIANCE

- A. **Cyber Liability & Indemnification:** The System shall maintain standard administrative safeguards over its local network segment. However, if a ransomware attack, data breach, malware infection, or other unauthorized network intrusion originates from a public-access terminal, local facility hardware, or employee negligence, the Municipality shall defend, indemnify, and hold harmless the System from any resulting liability, restoration costs, or regulatory penalties, to the extent permitted by law. If a breach is determined to result from a systemic failure of the central System database infrastructure, the System shall assume liability for its remedy.
- B. **Michigan Library Privacy Act (MLPA) Compliance:** The Parties explicitly acknowledge and agree that the System is the sole legal custodian of all library records, patron registration data, circulation histories, and digital usage logs under the Michigan Library Privacy Act (MLPA), MCL 397.601 *et seq.* (Public Act 455 of 1982). The Municipality shall have no right of access to, nor control over, protected patron records. Any requests for library records received by the Municipality under the Freedom of Information Act (FOIA) or other legal processes shall be forwarded immediately to the System for proper processing.

4. LIBRARY MATERIALS & COLLECTION MANAGEMENT

- A. **Property Rights:** All library materials purchased, furnished, or donated to the System or the local branch shall remain the sole property of the System.
- B. **System Integration:** All materials housed in the branch facility shall be cataloged into the central System database and made available for interlibrary loans both within and outside the System.
- C. **Collection Control:** While the System will make reasonable efforts to retain location-specific gift purchases within the local facility, the System retains absolute discretion to

transfer, discard, weed, or replace any materials in accordance with the System's Materials Collection Policy.

5. MUNICIPAL FACILITY & GROUNDS RESPONSIBILITIES

- A. **Maintenance & Operations:** The Municipality shall provide, own, and maintain the local library building, surrounding grounds, and all necessary non-technical furnishings and furniture (excluding the specialized public-access computer furniture designated as System property in Section 2) unless explicitly designated as a System responsibility.
- B. **Safety & Compliance:** Subject to the pest control allocations in Section 6, the Municipality shall maintain the building and premises in a safe, sanitary, and well-kept condition. The facility must comply with all applicable local, state, and federal laws, including accessibility guidelines. The System covenants to utilize the facility in a safe and responsible manner.
- C. **Parking:** The Municipality shall provide adequate, safe, and adjacent public parking.
- D. **Remedies for Non-Maintenance:** If the Municipality fails to maintain the facility in a safe and well-kept condition, the System reserves the right to:
 - E. Suspend library services at that facility until repairs are completed, or
 - F. Elect to make the necessary safety improvements and deduct the actual costs from the operating expense reimbursements described in Section 7.
- G. **Damage and Repairs:** Any damage to or loss of System equipment, network hardware, furnishings, or materials caused by the negligence or willful misconduct of the Municipality shall be replaced or repaired at the Municipality's sole expense. Except as explicitly modified in Section 6 (The Structural Split & Operational Threshold Framework) and Section 9 (Capital Facility Improvement Cost-Sharing), all building repairs, expansions, structural improvements, or architectural alterations remain the financial responsibility of the Municipality.

6. THE STRUCTURAL SPLIT & OPERATIONAL THRESHOLD FRAMEWORK

To prevent operational ambiguity and establish objective funding lines, maintenance and facility upkeep responsibilities are categorized under a strict structural split paired with financial thresholds:

- A. **Day-to-Day Cosmetic Adjustments (System Responsibility):** The System shall be responsible for aesthetic modifications, daily wear-and-tear items, and spatial layouts that do not impact the building's physical envelope. This includes:
 - 1. **Interior Finishes:** Painting walls, hanging signage, and touching up baseboards or trim.
 - 2. **Flooring Care:** Spot cleaning carpets, replacing damaged floor tiles, and routine vacuuming/sweeping.
 - 3. **Furniture & Fixtures:** Assembling, moving, or replacing bookshelves, tables, chairs, and service desks.

4. **Window Treatments:** Cleaning interior glass surfaces and replacing blinds or curtains.
 5. **Layout Reconfiguration:** Shifting non-load-bearing partitions, displays, and public seating areas.
 6. **Technology Additions:** Mounting monitors, running low-voltage cabling, provided such installations do not alter load-bearing structures or breach rated fire barriers without prior municipal approval, and swapping out public access computers or peripherals.
- B. **Structural Envelope Maintenance (Municipality Responsibility):** The Municipality shall maintain sole operational and financial responsibility for capital, mechanical, and load-bearing systems that preserve the physical integrity, weatherproofing, and legal compliance of the facility. This includes:
1. **Building Envelope:** Repairing or replacing the roof, exterior siding, load-bearing walls, foundations, and structural columns.
 2. **HVAC Systems:** Servicing, repairing, or replacing boilers, chillers, air handlers, and ductwork to prevent moisture or mold issues.
 3. **Plumbing & Utilities:** Clearing main sewer lines, repairing burst pipes, and maintaining water/electrical service.
 4. **Exterior Openings:** Repairing or replacing exterior doors, door frames, and window panes experiencing broken thermal seals.
 5. **Life Safety & Compliance:** Maintaining fire suppression sprinklers, alarm systems, ADA-accessible ramps, and elevators/lifts.
 6. **Grounds & Exterior:** Paving parking lots, handling major landscaping, outdoor pest control, and structural snow removal (e.g., clearing heavy roof snow loads or parking lot plowing).
 7. **Pest Control Maintenance:** Managing and funding comprehensive remediation for outdoor pests (including but not limited to stinging insects, rodents, and turf pests) as well as structural intrusions by outdoor pests such as but not limited to foraging ants that penetrate the facility's interior envelope, provided such infestations are environmental in origin and not tied to internal branch operations, facility hygiene, or introduced items.
- C. **GFOA Capitalization Threshold:** In alignment with the recommendations of the Government Finance Officers Association (GFOA), the Parties establish a baseline capitalization threshold of \$5,000 for building and facility improvements.
1. Any project, facility repair, or improvement costing less than \$5,000 shall be treated as an operational expense.
 2. Any project, facility repair, or structural improvement with a total cost meeting or exceeding \$5,000 shall automatically trigger municipal capital asset protocols and be managed under the Capital Facility Improvement framework outlined in Section 9.

7. REIMBURSEMENT OF OPERATING EXPENSES

- A. **Eligible Expenses:** The System shall reimburse the Municipality on a monthly basis for actual, reasonable, and documented operational expenses directly related to the library space, specifically limited to:
 - 1. Utilities (gas, electricity, water, and sewer).
 - 2. Facility cleaning and janitorial services.
 - 3. Grounds maintenance (lawn mowing and snow removal).
- B. **Shared Facilities:** If the library facility shares a physical building with other municipal operations, the System shall only reimburse expenses directly proportional to the square footage occupied by the library space. No expenses relating to non-library space shall be reimbursed.
- C. **Invoicing & Verification:** Reimbursements are contingent upon the Municipality submitting detailed, itemized invoices to the System. Invoices may be submitted on a monthly basis within thirty (30) days of the billing cycle, or collectively on a quarterly or biannual basis. The System reserves the right to audit invoices and demand further proof or justification.
- D. **Strict Annual Reimbursement Deadline:** The Municipality shall submit all invoices for reimbursement to the Library System for the current fiscal year (January through December) prior to March 1st of the subsequent calendar year. Any and all invoices received by the Library System after the March 1st deadline for the prior fiscal year shall be deemed waived and will not be considered for reimbursement by the Library System.
- E. **Excessive Costs:** If the cost of a municipally contracted service is deemed excessive or non-competitive by the System, the System may require that the service be contracted or performed directly by the System, or refuse payment for the excessive portion of the charge.
- F. **Rate Adjustment & Proration:** Reimbursement structures may be prorated or adjusted in subsequent fiscal years at the discretion of the Library Board. The System must notify the Municipality in writing of any intent to adjust reimbursement rates at least three (3) months prior to the start of the System's budget year.

8. TELECOMMUNICATIONS CONTINGENCY

- A. **Millage Dependency:** The System shall reimburse standard telephone and data communication lines required for basic operations, subject to the availability of funds from the System's operating millage.
- B. **Funding Shortfalls:** If millage funds become unavailable, the obligation to provide and fund telephone/data service shall shift to the Municipality. The System shall provide the Municipality with written notice at least three (3) months prior to the start of the System's budget year if the Municipality is required to assume telephone/data expenses for the upcoming year.

9. FUNDING ALIGNMENT & STATE AID MAINTENANCE

- A. **County-Wide Access:** Residents of St. Clair County shall have free, equitable access to all participating libraries within the System.
- B. **Penal Fines:** The Municipality hereby agrees to assign and transfer all penal fines allocated to the Municipality under the provisions of Public Act 59 of 1964 and the Michigan Constitution directly to the System.
- C. **State Aid & Local Funding Baselines:** The Municipality agrees that any state funding distributions or state aid payments designated specifically for System libraries, whether distributed based on population metrics or otherwise, shall be paid directly to the System and deposited into the System's accounts as provided by statutory law.
- D. **Millage Alignment:** The Parties explicitly acknowledge and agree that the Municipality's localized funding obligation under this Agreement is satisfied through the county-wide library operating millage levied across St. Clair County. Individual municipal partners are not required to maintain independent or local municipal financial baselines, tax appropriations, or local funding thresholds to satisfy the local support requirements of the State Aid to Public Libraries Act, MCL 397.551 et seq. (including MCL 397.555). Compliance with State Aid local maintenance-of-effort metrics remains a unified, county-wide financial assessment tied to the overarching System millage, and the individual Municipality shall bear no standalone liability or penalty regarding the System's ongoing State Aid eligibility.

10. GOVERNANCE & PERSONNEL ADMINISTRATION

- A. **Advisory Status of Boards:** The Parties agree that any locally appointed branch library boards serve solely in an advisory capacity to both the Municipality and the System.
- B. **Personnel Authority:** The System's administration shall consider input from the Municipality and local advisory boards regarding service levels or personnel performance. However, the System retains exclusive legal authority to hire, terminate, transfer, lay off, schedule, discipline, and supervise all library personnel.
- C. **Liaison:** The Library System shall designate a primary operational liaison to serve as the communication lead between the Branch Advisory Board, the Municipality, and the System Director.

11. DONATIONS AND RESTRICTED FUNDS

Any and all monetary donations, gifts, or endowments designated or dedicated by a donor to a specific library branch shall be distributed directly to or held for said branch. These funds shall be used exclusively for building enhancements, localized material acquisitions, or public programming consistent with the express intent of the donor.

12. INSURANCE & INDEMNIFICATION

- A. **System Property Insurance:** The System shall maintain insurance coverage covering its building contents, technology, network components, and proprietary library materials only.
- B. **Municipal Property & Liability Insurance:** The Municipality shall maintain adequate property insurance on the physical building structure, grounds, and its own contents, alongside robust public liability insurance.
- C. **Indemnification:** To the fullest extent permitted by law, the Municipality shall defend, indemnify, and hold harmless the System, its officers, board members, employees, and agents from and against any and all claims, demands, suits, liabilities, losses, damages, or expenses (including reasonable attorney fees) arising out of or resulting from the physical condition of the municipal building, premises, walkways, or adjacent parking structures.
- D. **Worker's Compensation Insurance:** The System shall carry statutory worker's compensation insurance covering its employees who are working at the branch.

13. TERM, TERMINATION, & EMERGENCY SUSPENSION

- A. **Immediate Suspension or Termination for Cause / Force Majeure:** Either Party may immediately suspend library services or terminate this Agreement upon written notice to the other Party in the event of a funding millage failure, bankruptcy, receivership, or significant financial insolvency. Additionally, if an act of God or catastrophe (including fire, flood, tornado, mold outbreak, or explosion) renders the local facility physically completely uninhabitable or unsafe for public access, obligations under this Agreement may be suspended immediately, and either party may terminate the Agreement upon thirty (30) days written notice if repairs cannot be initiated or completed within a reasonable timeframe.
- B. **Termination for Convenience:** Except as provided in the immediate suspension and force majeure provisions above, this Agreement may be terminated by either Party for convenience with twelve (12) months prior written notice to the non-terminating Party.

14. MISCELLANEOUS PROVISIONS

- A. **Entire Agreement:** This Agreement constitutes the entire integrated agreement between the Parties regarding the subject matter herein and supersedes all prior or contemporaneous oral or written agreements, understandings, or representations.
- B. **Amendments:** No amendment, modification, or waiver of any provision of this Agreement shall be valid unless it is executed in writing and signed by authorized representatives of both Parties.
- C. **Severability:** If any provision, clause, or paragraph of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining portions or applications of the Agreement which can be given effect without the invalid provision.

- D. **Governing Law:** This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of Michigan.
- E. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

FOR THE MUNICIPALITY:

By: _____

Its: _____

Date: _____

FOR THE ST. CLAIR COUNTY LIBRARY SYSTEM:

By: _____

Its: Chairperson, Board of Trustees

Date: _____

7/20/2026 corporation counsel review
7/21/2026 aa edit
8/25/2026 library board approval

RES #26-136

Authorizing the submission of a grant application to the Michigan Arts & Culture Council regarding purchase and installation of a permanent roof at both of the outdoor stages on the McMorran Plaza.

WHEREAS, the City of Port Huron and the McMorran Authority are committed to retaining a wide variety of arts and cultural programs, events and community outreach opportunities that will benefit local residents, visitors, investors, youth groups, seniors and the greater southeast Michigan and designated “underserved” thumb region; as well as the Canadian market; and

WHEREAS, the City of Port Huron and the McMorran Authority are determined in their efforts to offer quality programs and cultural experiences for everyone year-round; and

WHEREAS, the installation of a permanent roof over the existing two outdoor performance stages on the McMorran Plaza have been on the list of capital improvements and highly desired in order to offer performers a protected area; and

WHEREAS, the estimated cost to install an open-air roof over the two existing outdoor stages is approximately \$50,000; and

WHEREAS, a competitive grant opportunity is available through the Michigan Arts & Culture Council that could provide up to \$25,000 as a grant, combined with a local match of \$25,000 (50%) to meet the total project costs;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby authorize the submission of a grant application in the amount of up to \$25,000 to the Michigan Arts & Culture Council for their consideration; and

BE IT FURTHER RESOLVED, that the Port Huron City Council does also authorize the funds to meet the required local match of \$25,000 representing 50% in order to complete the project in a timely manner and within twelve months of any grant award.

RES #26-137

Confirming the Mayor's reappointment of Rev. David Stenske and Mark Watson to the Southside Neighborhood Improvement Authority with terms to expire October 23, 2030.

WHEREAS, it is stated in the Port Huron City Code, Chapter 16, Community Development, Article V, Southside Neighborhood Improvement Authority, Division 1, Generally, Section 16-602, Board:

"Pursuant to the provisions of and under the authority of Public Act 57 of 2018, as amended, there is hereby created a Southside Neighborhood Improvement Authority, which shall be under the supervision and control of a Board, consisting of the Chief Executive Officer of the municipality or his or her designee, and six members appointed by the Mayor, subject to the approval of the City Council. A majority of the members shall be persons having an ownership or business interest in property located in the development area, as hereinafter described. A majority of members must be residents of the district and may be owners or renters."

WHEREAS, the current terms of Rev. David Stenske and Mark Watson are set to expire on October 23, 2026 and both wish to continue serving on the Southside Neighborhood Improvement Authority;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby confirm the Mayor's reappointment of Rev. David Stenske and Mark Watson to the Southside Neighborhood Improvement Authority with a term to expire October 23, 2030.

RES #26-138

Confirming and approving single lot special assessments for special trash 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 special trash 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 list of unpaid invoices 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 40, Section 40-19, of the Port Huron City Code:

Single Lot Assessment Report

Property Number	Property Description (Address)	Owner of Record	Amount
74-06-743-0444-000	1715 7th Street	Samuel J. Seppo	\$368.99
		TOTAL:	\$368.99

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

RES #26-139

Approving the four-year agreement with St. Clair County for the disbursement of millage funds to the City for the sole purpose of providing operating and capital funds for ambulance service as approved by the voters on August 4, 2026.

WHEREAS, on August 4, 2026, the voters of St. Clair County approved a county-wide millage to provide funding for ambulance services and the ballot language provided that the funds generated by the 0.4933 mill levy of the County millage, as reduced by the Headlee Amendment, would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County; and

WHEREAS, each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly; and

WHEREAS, the parties are entering into the attached agreement for the disbursement of ambulance millage funds to the City;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby approve the attached four-year agreement with St. Clair County for the disbursement of millage funds to the City for the sole purpose of providing operating and capital funds for ambulance service and authorizes the appropriate City officials to execute the necessary documents.

[Agreement; St. Clair County Ambulance.pdf](#)



COUNTY OF ST. CLAIR



Office of the Administrator/Controller

Thomas M. Hull
Administrator/ Controller
thull@stclaircounty.org
Phone: 810-989-6900

Dena S. Alderdyce, CGFM
Finance Director
dalderdyce@stclaircounty.org
Phone: 810-989-6324

Office Address:
200 Grand River Avenue
Suite 203
Port Huron, MI 48060
Phone: 810-989-6900
Fax: 810-985-3463
www.stclaircounty.org

September 29, 2026

City of Port Huron
James Freed, City Manager
100 McMorran Blvd.
Port Huron, MI 48060

Dear James:

As you are aware, the voters approved a county-wide millage in August 2026 to provide funding for ambulance services. The County does not provide ambulance services so the funds will be distributed to your municipality for the sole purpose of funding ambulance services. The attached agreement outlines each party's responsibilities regarding the distribution and use of the funds.

Please return signed agreement to:

St. Clair County Administration
200 Grand River Ave, Suite 203
Port Huron, MI 48060

Sincerely,

Thomas M. Hull
St. Clair County Administrator/Controller

AGREEMENT FOR AMBULANCE MILLAGE DISTRIBUTION

This agreement ("Agreement") is entered into this the ___ day of ____, 2026, between the City of Port Huron (the "City"), 100 McMorran Blvd., Port Huron, MI 48060, a municipal corporation and St. Clair County (the "County"), 200 Grand River Avenue, Port Huron, MI 48060, a municipal corporation.

Recitals

1. The voters of St. Clair County approved a county-wide millage in 2026 to provide funding for ambulance services. The ballot language provided that the funds generated by the .4933 mill levy of County millage, as reduced by the Headlee Amendment, would be disbursed to local municipalities for the sole purpose of providing operating and capital funds for ambulance service in St. Clair County.
2. Each local municipality has the ability to select an ambulance service provider of their choice or provide the service directly.
3. The parties are entering into this Agreement for the disbursement of the ambulance millage funds to the City.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Term. The term of this Agreement will be for a period of four (4) years, beginning on January 1, 2027 and ending on December 31, 2030.
2. Scope of Agreement. The County shall disburse the millage funds to the City on the following terms and conditions.
 - a. The County agrees to remit to the City all monies collected by the County as a result of the assessment of the millage on the property located in the City, less any tax tribunal refunds or fees, from the voter approved millage on or before June 1 of each year of this Agreement.
 - b. The City shall be responsible for selecting an ambulance service provider or providing the service directly.
 - c. The City shall use the millage funds disbursed to it solely for the purpose of providing operational and capital expenditures for providing ambulance service either directly or through a service provider.
 - d. The City shall maintain accurate records as to the use and expenditure of the millage funds distributed to it pursuant to this Agreement. Upon request, the City shall provide such financial records regarding the expenditure of the millage funds.

3. Insurance. The respective parties will each be responsible for any claims against each entity and will carry appropriate insurance on its operations and its employees. Such insurance shall include comprehensive general liability and statutory workers compensation.
4. Board Approval. This Agreement shall only become effective upon approval by both the City and the St. Clair County Board of Commissioners.
5. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
7. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provisions of this Agreement.
8. Assignment. Due to the nature of the services being provided under this Agreement, neither party may assign their rights or obligations under this Agreement.
10. Amendment. This Agreement may be amended in any manner by an agreement, in writing, signed by both parties and approved by each parties' governing body.
11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

CITY OF PORT HURON

ST. CLAIR COUNTY

By: _____

By: _____

Its: _____

Thomas M. Hull
Its: Administrator/Controller

Date: _____

Date: _____

RES #26-140

Approving the Tax Capture Financing Agreement between the City of Port Huron and the Southside Neighborhood Improvement Authority.

WHEREAS, the Southside Neighborhood Improvement Authority (the "Authority") was established by the Port Huron City Council to promote residential and economic revitalization and growth in the development area; and

WHEREAS, the Authority's Development and Tax Increment Plan provides for the capture of tax increments generated within the development area to fund development projects, including infrastructure improvements; and

WHEREAS, the Authority has undertaken infrastructure projects, including the Connor Street Project, and anticipates additional infrastructure projects in the future; and

WHEREAS, the City has advanced funding for the Connor Street Project and has agreed to provide financing assistance for Authority-approved infrastructure projects through the issuance of general obligation bonds, subject to approval by the City Council; and

WHEREAS, the proposed Tax Capture Financing Agreement establishes the terms under which the City will finance approved projects, receive reimbursement for bond payments and related expenses from the Authority's tax increment revenues, and be reimbursed for the costs advanced for the Connor Street Project; and

WHEREAS, the City Council finds that entering into the Tax Capture Financing Agreement will facilitate the financing of infrastructure improvements and support the continued development and revitalization of the Authority's development area;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby approve the attached Tax Capture Financing Agreement between the City of Port Huron and the Southside Neighborhood Improvement Authority and authorizes the appropriate City officials to execute the agreement.

[Agreement; Southside NIA Tax Capture Finance.pdf](#)

TAX CAPTURE FINANCING AGREEMENT

This Tax Capture Financing Agreement ("Agreement") is made and entered into this the ____ day of _____, 2026, by and between the Southside Neighborhood Improvement Authority (the "Authority") 100 McMorran Boulevard, Port Huron, MI 48060 and the City of Port Huron (the "City") 100 McMorran Boulevard, Port Huron, MI 48060.

Recitals

1. The Authority was created by the City Council to promote residential and economic revitalization and growth in the development area described in the Authority Development and Tax Increment Plan.
2. The Tax Increment Plan allows the Authority to capture tax increments which are new property taxes which are generated as a result of growth in the development area. The tax increments which are captured are used by the Authority to pay for development projects such as infrastructure projects.
3. The Authority has started infrastructure projects and will be continuing with infrastructure projects in the future. Due to the scope of the projects, bonds will have to be issued to have funding to pay the cost of the development projects including matters such as design and construction. The cost may also include assistance from the City Engineering Department.
4. The Authority did not have the funds necessary for the first infrastructure project which is referred to as the Connor Street project. As a result, funding for the Connor Street project was advanced by the City. Further, the Authority does not have the bonding capability to sell bonds to finance future projects.
5. As a result, the Authority's inability to finance projects, to fund the projects, the City has agreed to issue General Obligation Bonds. The bonds and related expenses will be paid by the capture of the Authority's tax increments which the City will use to pay the bond payments come due and related expenses. In addition, the Authority's tax increment collections will be used to reimburse the City for the cost of the Connor Street Project.
6. The parties are entering into this Agreement to facilitate the financing of the Authority's development projects.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Bonding by the City. Subject to approval of issuance of bonds by the City Council, the City will issue general obligation bonds ("Bonds") to fund the infrastructure projects (the "Project" or "Projects") approved by the Authority. The bonding amounts shall be based on the engineering estimates for the cost of each Project or a group of Projects if more than one Project is to be covered by a single bond issue. The City will hold the funds from the bond sales and will disburse them as draws are required for the Projects. The City will keep and provide the Authority with accounting for the bond issues including the cost of the bond issues and the disbursements for draws to pay for the Projects.
2. Reimbursement for Project Funding. The Authority agrees the City shall pay the bond payments as they come due from the tax increment funds received by the City from the tax increments generated in the development area. The City shall also be reimbursed for any cost associated with the bond issuance to the extent those costs are included in the bond issue. The City shall be entitled to retain Authority tax increment revenue as is necessary to meet current and future Bond obligations as they come due.
3. Authority Budgets. When passing its budgets, the Authority shall take into account the obligations for bond payments which the City has paid or will be obligated to pay after the passage of the budgets. The Authority shall only pass budgets that leave sufficient cash flow to meet bonding obligations the City has assumed to finance Authority Projects. On a calendar year basis, the City shall provide the Authority with the amount of anticipated tax increment collections for the summer and winter tax collections and shall also supply a schedule of the reimbursements due to the City during the same period.
4. Connor Street Project. The City has advanced the funds for the Connor Street Project, which is an Authority Project and is currently under construction. The City shall be reimbursed for the total cost of the Connor Street Project as Authority Tax Increment funds become available to reimburse the City for the cost of the Connor Street Project.
5. Term. The term of this Agreement shall be from the date it is passed by the City Council and the Authority Board and shall continue in effect until all Project funding is completed and full reimbursed to the City.
6. Approval. This Agreement shall be subject to approval by the City Council and the Authority Board.
7. Complete Agreement and Amendment. This Agreement represents the entire agreement between the parties as to the subject matter of this Agreement and incorporates all negotiations and understandings. The Agreement may only be

amended by a written agreement signed by the parties and approved by their respective governing bodies.

8. No Assumption of Liabilities. The bonding accommodation made by the City shall not constitute or be constructed as an assumption by the City of any Authority obligations or liabilities. The Authority shall at all times continue to be liable for any of its obligations or liabilities under contract or otherwise.
9. Notice. All notices and other communications given or made under this Agreement shall be in writing and shall be deemed to have been duly given or made as of the date delivered, if delivered personally, or of the date mailed by registered mail, postage prepaid, return receipt requested, or delivered by a nationally recognized courier service to the parties at the address set forth above.
10. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.
11. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.
12. Headings. The headings used herein are for convenience only and do not define, limit or construe the contents of this Agreement.
13. Recitals. The Recitals are a substantive part of this Agreement.
14. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan.

ORD #26-012

An ordinance to amend Chapter 10, Buildings and Building Regulations, Article V, Non-Owner-Occupied Certification, of the Port Huron Code of Ordinance, to establish a three-year standard certification period and to eliminate the exemplary four-year certification classification.

Additions are in yellow

~~Deletions are crossed out in red~~

THE CITY OF PORT HURON ORDAINS:

That Chapter 10, Buildings and Building Regulations, Article V, Non-Owner-Occupied Certification, of the Port Huron Code of Ordinance, is hereby amended to establish a three-year certification period and to eliminate the exemplary four-year certification classification, as follows:

**Chapter 10. Buildings and Building Regulations
Article V.
Non-Owner-Occupied Certification**

Sec. 10-151 through Sec. 10-158.

No changes.

Sec. 10-159. Certification required.

- (a) No person shall lease, rent or cause to be occupied, nor occupy, a non-owner-occupied residential dwelling or unit unless there is a valid certification issued by the City Rental Certification Division in the name of the owner and issued for the specific non-owner-occupied residential dwelling or unit that is occupied. Except to the extent restricted in § 10-178, the certificate shall be issued after an inspection by the Rental Certification Division which may include inspections by the Building Inspector, Mechanical Inspector, Housing Inspector, Electrical Inspector, Plumbing Inspector, and Fire Department Inspectors when fire inspectors have jurisdiction or other building officials to determine that each nonowner-occupied residential dwelling and unit complies with the provisions of the codes and ordinances of the City. Such inspections shall commence after the effective date of the ordinance from which this article is derived and shall continue until all non-owner-occupied residential dwellings and units have been inspected and continue, thereafter, as required for renewals.
- (b) In addition to all other remedies provided for in this chapter, if a summary proceeding action is pending for a non-owner-occupied residential dwelling or unit, and when there is no current, valid registration for a non-owner-occupied residential dwelling or unit, no rent payments shall be accepted, retained, or recoverable by the owner or lessor of the non-owner-occupied residential dwelling or unit for the period of time in which the non-owner-occupied residential dwelling or unit was not registered under this article.
- (c) Subject to the restriction in § 10-178, a certification may be issued for a **three** ~~two~~-year period on existing one-family and two-family non-owner-occupied residential dwellings and units and existing multifamily non-owner-occupied dwellings and units (three or more and any rooming house with one or more rooms, or boardinghouse) in accordance with the following:
 - (1) The City will issue a certification valid for those years if the inspector determines during the inspection that:
 - a. Any deficiencies discovered during previous inspections of the dwelling and/or unit have been corrected;

- b. There are no major violations of the inspection guidelines for the dwellings and/or units. Major violations are those violations which, in the inspector's professional judgment, create a risk to the health or safety of the occupants;
 - c. A non-owner-occupied residential dwelling or unit located in a multifamily residential structure will receive a certification only if all residential units within the structure have a valid certification or are also entitled to receive a certification.
- (2) Temporary, one-year certificate. The exterior condition of all non-owner-occupied residential dwellings or units are subject to compliance with other related City codes and ordinances, including § 10-31(b) (including International Property Maintenance Code) of this chapter, and Chapter 22, Article II, Blight. If conditions are not in compliance with other City codes and ordinances, but in the opinion of the rental inspector do not present an immediate health or safety hazard, a temporary, one-year certificate may be issued. The property owner must renovate the unit(s) to established standards outlined in an executed work agreement and in accordance with City codes and ordinances within one year and, upon completion, be eligible to receive a valid certification.

~~(3) Exemplary non-owner-occupied residential dwellings or units:~~

- ~~a. A non-owner-occupied residential dwelling or unit that has had: 1) during the initial inspection only minor deficiencies (as in easily curable) and no life safety violations; 2) no valid complaints; and 3) no more than four blight code violations, for a period of four or more years, will receive the status of "exemplary non-owner-occupied residential dwelling or unit." Blight violations must be minor in nature (long grass or early trash placement) and resolved in a timely manner.~~
- ~~b. An exemplary non-owner-occupied residential dwelling or unit may be issued a certification for a four-year period instead of a two-year period provided in § 10-159(c).~~
- ~~c. An exemplary non-owner-occupied residential dwelling or unit may lose its status as the result of the occurrence of any deficiencies, valid complaints, or code violations during the four-year certification period.~~
- ~~d. A non-owner-occupied residential dwelling or unit located in a multifamily residential structure will receive an exemplary certification only if all residential units within the structure are also entitled to receive an exemplary certification.~~

(34) Probationary non-owner-occupied residential dwellings or units:

- a. A non-owner-occupied residential dwelling or unit that has had more than one major deficiency, valid complaint or code violation during the period of its last rental certification will receive the status of "probationary non-owner-occupied residential dwelling or unit."
- b. A probationary non-owner-occupied residential dwelling or unit may be issued a certification for a one-year period instead of the **three** ~~two~~-year period provided in § 10-159(c).
- c. A probationary non-owner-occupied residential dwelling or unit may be removed from its status if it has both: 1) no deficiencies during any inspection; and 2) no valid complaints or code violations for a period of one or more years.

Sec. 10-160. Applicability to existing non-owner-occupied residential structures.

- (a) This article applies to all non-owner-occupied residential structures and all non-owner-occupied residential dwellings and units within the City existing on the effective date of the article.

- (b) Any non-owner-occupied residential structure or non-owner-occupied residential structure, dwelling, or unit which is a new construction or renovation which required a comprehensive inspection and which is issued a certificate of occupancy pursuant to an inspection after the effective date of the ordinance from which this article is derived will also be issued a certification simultaneous with the certificate of occupancy, and an inspection fee pursuant to § 10-162 shall not then be required. Non-owner-occupied residential structures which are new constructions shall comply with the registration requirement pursuant to § 10-155. Newly constructed non-owner-occupied residential dwellings or units will be issued a certification valid for **three** ~~four~~ years and then must adhere to the reinspection and recertification process as set forth for all other non-owner-occupied units under this article.

Sec. 10-161. through Sec. 10-210.

No changes.

ADOPTED:

PUBLISHED:

EFFECTIVE:

ORD #26-013

An ordinance to amend Chapter 10, Buildings and Building Regulations, of the Port Huron Code of Ordinance, for the purpose of adding Article VIII, an article to establish demolition standards, permit requirements and site restoration procedures.

Additions are in yellow

~~Deletions are crossed-out in red~~

THE CITY OF PORT HURON ORDAINS:

That Chapter 10, Buildings and Building Regulations, of the Port Huron Code of Ordinance, is hereby amended to add Article VIII, an article to establish demolition standards, permit requirements and site restoration procedures:

**Chapter 10. Buildings and Building Regulations
Article VIII. Demolition**

Sec. 10-300. Title.

This ordinance shall be known and may be cited as the City of Port Huron Demolition Ordinance.

Sec. 10-301. Purpose.

The City of Port Huron recognizes that unregulated demolition poses risks to public health, safety, and welfare; creates environmental hazards; generates community blight; and imposes costs upon adjacent property owners and the public. The purpose of this Ordinance is to:

- (1) Ensure that all demolitions within the City are performed safely, in an orderly manner, and in accordance with applicable federal, state, and local law;
- (2) Protect neighboring properties, public rights-of-way, utilities, and the environment from damage arising from demolition activities;
- (3) Require the proper identification and abatement of hazardous materials, including asbestos-containing materials (ACM) and lead-based paint, before demolition commences;
- (4) Establish minimum standards for the restoration of demolition sites so that vacated parcels blend safely and attractively with surrounding properties;
- (5) Promote the salvage and recycling of reusable materials in furtherance of the City's sustainability goals; and
- (6) Protect the integrity of historic resources consistent with the City's historic preservation program.

Sec. 10-302. Scope and Applicability.

This Ordinance applies to the demolition of any structure, or any substantial portion thereof, located within the corporate limits of the City of Port Huron. It applies to residential, commercial, and industrial, public, and institutional properties, whether publicly or privately owned, unless a specific exemption is stated herein. Provided, this ordinance shall not apply to demolition of structures owned by the City of Port Huron.

A permit is not required to demolish a detached residential garage, tool shed, or similar accessory structure of 200 square feet or less that no utility connections, provided the owner first obtains written confirmation from the Building Inspection Division. This exemption shall not apply, and a full demolition permit shall be required, if the structure contains hazardous materials or if the structure has been condemned by the Building Official. Contact the Building Inspection division before commencing any work.

Sec. 10-303. Definitions.

As used in this Ordinance, the following terms shall have the meanings set forth below:

ASBESTOS-CONTAINING MATERIAL (ACM) - Any material or product that contains more than one percent (1%) asbestos.

BUILDING DEPARTMENT - The Port Huron Building Department, or its authorized designee.

CERTIFICATE OF APPROPRIATENESS - Written approval by the Port Huron Historic District Commission authorizing the demolition of a structure located within a designated historic district or classified as a local historic landmark.

DEMOLITION - The complete or substantial removal, wrecking, dismantling, or razing of any structure or portion thereof.

DEMOLITION CONTRACTOR - Any person, firm, or corporation engaged to perform demolition work under a permit issued pursuant to this Ordinance.

HAZARDOUS MATERIAL - Any substance regulated under applicable federal or state environmental or occupational health law that poses risk to human health or the environment, including but not limited to ACM, lead-based paint, PCBs, mercury-containing materials, and fuel storage tanks.

MISS DIG - The underground utility notification system for Michigan, operating under Public Act 53 of 1974, as amended (MISS DIG Act).

NESHAP - National Emission Standards for Hazardous Air Pollutants, 40 CFR Part 61, Subpart M, administered by the U.S. Environmental Protection Agency.

PERFORMANCE BOND - A surety or cash bond posted with the City guaranteeing completion of demolition and site restoration in accordance with this Ordinance.

RIGHT-OF-WAY - The full legal width of any public street, alley, sidewalk, parkway, or easement maintained by the City.

STRUCTURE - Any object constructed or erected with a fixed location on or in the ground, including buildings, walls, fences, retaining walls, foundations, driveways, parking areas, and similar improvements.

Sec. 10-304. Conflicts and Compliance with Other Laws.

Nothing in this Ordinance shall be construed to diminish, limit, or supersede any applicable federal or state law or regulation, including but not limited to the Michigan Building Code, the Michigan Occupational Safety and Health Act (MIOSHA), NESHAP, the Resource Conservation and Recovery Act (RCRA), and the Michigan Natural Resources and Environmental Protection Act (NREPA), PA 451 of 1994. Where this Ordinance imposes requirements more stringent than state or federal law, the more stringent requirement shall apply.

Sec. 10-305. Penalties.

- (a) **Blight Violation.** Any violation of this Ordinance, including but not limited to commencing demolition without a permit, failing to comply with an order of the Building Official, failing to complete required site restoration, or premature backfilling in violation of an inspection requirement, shall be treated as a blight violation within the meaning of § 2-901 of the City of Port Huron Code of Ordinances, and shall be subject to enforcement through the Administrative Hearings Bureau (AHB) established pursuant to § 2-902 and MCL 117.4q. Each day that a violation continues shall constitute a separate offense.
- (b) **Fines.** Civil fines for blight violations shall be set by resolution of the City Council as provided in § 2-905(e). The AHB hearing officer may impose fines and costs not to exceed \$10,000 in the aggregate for any single continuing violation, regardless of the number of days the violation continues, plus a \$10 justice system assessment per § 2-903(c)(6). Any unpaid fine or cost shall become a first priority lien on the property to the fullest extent permitted by law and shall be assessed as a single lot special assessment against such property pursuant to § 2-907(a).
- (c) **Correction-First Option.** The Building Official or inspector may issue a blight violation notice with a prehearing correction date, allowing the violator to correct the violation before the AHB hearing date. If corrected to the satisfaction of the inspector, the notice may be dismissed. First-time violators who correct the violation may be eligible for a fine waiver pursuant to § 2-905(f).
- (d) **Stop-Work and Emergency Remedies.** The blight violation track does not limit the City's authority to: (i) issue stop-work orders under Section 8.02 of this Ordinance; (ii) seek emergency injunctive or equitable relief in circuit court under § 2-908 where an immediate threat to public interest, safety, or welfare exists; (iii) complete required work and assess the costs against the property; or (iv) pursue any other remedy provided by law. Pursuing a violation through the AHB does not preclude the City from simultaneously seeking compliance through court action.
- (e) **Appeals.** Appeals from AHB decisions shall be taken to the St. Clair County Circuit Court within 28 days of the final order, as provided in § 2-906. This appeal right is in addition to any right of appeal to the Construction Board of Appeals provided elsewhere in this Ordinance.

Sec. 10-306. Permit Required.

No person shall demolish, wreck, or substantially raze any structure within the City without first obtaining a demolition permit from the Building Department. The permit must be prominently posted on the site at all times during demolition operations.

Sec. 10-307. Application Requirements.

A complete demolition permit application shall include all of the following:

- (a) **Application form** – A completed City of Port Huron Demolition Permit Application Form, signed by the property owner or the owner's duly authorized agent.
- (b) **Site Plan** – A dimensioned site plan or aerial photograph showing:
 - (1) All structures on the property, with those to be demolished clearly identified;
 - (2) Property lines, rights-of-way, and dimensions of the lot;
 - (3) Location of all utility connections (water, sewer, gas, electric, communications);

- (4) Location of driveways, sidewalks, retaining walls, and other hardscaping; and
 - (5) Proposed final grading contours, drainage patterns, and any proposed seeding or landscaping.
- (c) Proof of Utility Disconnection – Written confirmation from each utility provider that services to the structure have been or will be disconnected prior to the start of demolition, including:
- (1) Natural gas (SEMCO Energy Gas Company) – includes paid cut-and-cap fee; call 1-800-624-2019;
 - (2) Electric service (DTE Energy) – call 1-800-477-4747 or the Marysville Regional Design Center at 810-364-0400;
 - (3) City water service – contact City of Port Huron Water Office at 810-984-9763;
 - (4) Sanitary and storm sewer laterals; and
 - (5) Telephone, cable television, and internet providers (contractor’s responsibility).
- (d) Hazardous Material Documentation – For all structures other than single-family or two-family residences being demolished solely by or for the owner:
- (1) A written asbestos survey report prepared by an accredited asbestos inspector;
 - (2) NESHAP/MIOSHA Notification of Intent to Renovate/Demolish (Form EQP5661/MIOSHA-CSH 142), filed with EGLE and MIOSHA-LEO at least ten (10) working days prior to demolition; and
 - (3) A bill of lading or waste manifest for disposal of any ACM or other hazardous waste at an approved facility.

For single-family or two-family owner-occupied residences: the homeowner and contractors hired by the homeowner are exempt from NESHAP notification and abatement regulations for a single building; however, MIOSHA worker health and safety regulations still apply. If two buildings (e.g., house and detached garage) are included in the project, NESHAP regulations apply.

- (e) Performance Bond – A performance bond, letter of credit, or cash deposit in an amount equal to one hundred twenty percent (120%) of the estimated total cost of demolition and site restoration, as follows:

Property / Project Type	Bond Amount
One- or two-family residential structure	120% of contract cost
Multi-family residential (3+ units)	120% of contract cost, min. \$5,000
Commercial or mixed-use structure	120% of contract cost, min. \$10,000

Property / Project Type	Bond Amount
Industrial structure	120% of contract cost, min. \$25,000
City-contracted demolition	Exempt from bond (City assumes liability)

Regular demolition contractors may maintain an annual blanket bond with the City in an amount of not less than \$1,000,000, which shall satisfy the performance bond requirement for all projects undertaken within a calendar year, subject to approval by the City Attorney. However, this blanket bond shall only apply to individual projects with an estimated demolition and site restoration cost not exceeding \$250,000. The Building Official reserves the right to require a dedicated, project-specific performance bond for any demolition project exceeding this threshold or if the Building Official determines a separate bond is necessary due to the unique project considerations.

- (f) Proof of Insurance – A certificate of insurance naming the City of Port Huron as an additional insured, with the following minimum coverage:
- (1) Commercial general liability - \$1,000,000 per occurrence / \$2,000,000 aggregate;
 - (2) Automobile liability - \$1,000,000 combined single limit;
 - (3) Workers’ compensation – statutory limits required by Michigan Law.

All such policies shall include a Waiver of Subrogation in favor of the City of Port Huron. Furthermore, the permit applicant and demolition contractor agree to defend, indemnify, and hold harmless the City of Port Huron, its officials, employees, and agents from any and all claims, damages, injuries, fines, causes of actions, judgements, or liabilities arising out of or related to the demolition activities.

- (g) A signed acknowledgement that Miss Dig has been or will be notified and all underground utilities will be located and flagged at the demolition site prior to commencement of work. The Miss Dig ticket number and site evaluation shall be provided to the Building Department before equipment is mobilized on site.
- (h) If the structure is located within a City-designated historic district or is classified as a local historic landmark, a Certificate of Appropriateness from the Port Huron Historic District Commission is required before a demolition permit will be issued. Applications for a Certificate of Appropriateness should be submitted to the Planning Department at 100 McMorran Blvd, Port Huron, MI 48060. Processing typically requires four (4) to eight (8) weeks.

Sec. 10-308. Permit Fees.

The following non-refundable permit fees are required at the time of application:

Structure Type	Permit Fee
One-family or two-family residential structure	\$275.00
Accessory residential structure (attached garage, porch, etc.)	\$150.00
Multi-family residential (3 to 8 units)	\$400.00

Structure Type	Permit Fee
Multi-family residential (9+ units)	\$400.00 + \$15.00/unit over 8
Commercial / mixed-use (up to 5,000 sq ft)	\$450.00
Commercial / mixed-use (5,001–25,000 sq ft)	\$450.00 + \$0.05/sq ft over 5,000
Commercial / mixed-use (over 25,000 sq ft)	\$1,450.00 + \$0.03/sq ft over 25,000
Industrial structure (any size)	\$600.00 + \$0.04/sq ft the entire gross floor area
Institutional or public structure (any size)	\$600.00 + \$0.04/sq ft for the entire gross floor area
Hazardous material report review (all commercial/industrial)	\$75.00
Sewer lateral cap-off inspection (included in all fees above)	Included
Additional re-inspection fee (each)	\$60.00
Permit extension (per 90-day extension, maximum two extensions)	\$60.00
Work commenced without permit (investigation fee)	\$500.00 + standard permit fee

Sec. 10-309. Permit Duration and Expiration.

A demolition permit shall be valid for one hundred eighty (180) days from the date of issuance. If demolition is not completed within the permit period, the permit holder may apply for up to two (2) ninety (90)-day extensions, each requiring payment of the extension fee. A permit that expires without completion of work requires a new application and full payment of fees.

Sec. 10-310. Permit Transfer.

Demolition permits are not transferable between contractors or property owners without prior written approval from the Building Inspection Division.

Sec. 10-311. General Requirements.

All demolition work shall be performed in a professional and workmanlike manner by qualified personnel, consistent with the following requirements and all applicable provisions of the Michigan Building Code, Michigan Residential Code, and other applicable codes.

Sec. 10-312. Pre-Demolition Requirements.

Before demolition commences, the contractor shall:

- (a) Post the demolition permit in a conspicuous location visible from the public right-of-way;
- (b) Confirm that all utility disconnections are complete and documented;
- (c) Confirm that Miss Dig has flagged all underground utilities;
- (d) Install appropriate silt fencing, storm water inlet filters on all storm drain inlets at the site and the first two (2) inlets downstream, and any other required soil erosion and sedimentation controls per the City's SESC Permit (required for projects disturbing on (1) or more acres or within 500 feet of a water body);

- (e) Install a temporary safety fence at least four (4) feet in height around all excavations and any dangerous structural elements, to remain in place until all holes are backfilled and the hazard is removed;
- (f) Complete required hazardous material abatement (see Article IV);
- (g) Photograph and document with the Building Inspection Division the existing condition of all public sidewalks, curbs, streets, driveways, and adjacent property within fifty (50) feet of the demolition area; and
- (h) Obtain a Temporary Occupancy Permit (TOP) from the City Engineering Department in any portion of the public right-of-way will be used for equipment staging or waste receptacles.

Sec. 10-313. During Demolition.

During demolition activities, the contractor shall:

- (a) Structural Demolition:
 - (1) Demolish all structures entirely on the premises; no structure shall be removed in a whole or substantially whole condition;
 - (2) Ensure that no wall or structural element falls outwardly except through chutes or other controlled means that minimize dust, noise, and debris migration;
 - (3) Remove chimneys and exterior chimney portions in advance of general demolition;
 - (4) Remove unstable structural elements as soon as they become unsupported; no unstable element shall remain standing or inadequately braced at the close of any work day;
 - (5) Remove all garages, sheds, accessory structures, pools, decks, fences, carports, and similar improvements, unless specifically authorized to remain in the approved site plan;
 - (6) Remove all fuel tanks (above or below ground) in accordance with State Fire Marshal regulations and Michigan Department of Environment, Great Lakes, and Energy requirements; all tanks must be purged and tested gas-free before removal commences; and
 - (7) Remove all appliances, equipment, and fixtures, including items containing refrigerants, mercury, or PCBs, in accordance with 40 CFR Part 82 and applicable state regulations.
- (b) Foundations and Basements:
 - (1) Completely remove all foundation walls, footings, basement floors, piers, and posts from the site; no below-grade structural elements shall remain;
 - (2) Remove all concrete basement floors entirely from the excavation; no intact slabs or fragments shall remain below grade;
 - (3) Ensure that no basement excavation remains open and exposed for more than twenty-four (24) hours at any point; and

- (4) Contact the Building Inspection Division to schedule the required basement/foundation progress inspection before any backfilling begins.
- (c) Sewer and Water Services:
 - (1) Cap sanitary sewer lateral(s) at the property line by a licensed plumber, with the location documented by triangulation measurements on the demolition permit checklist;
 - (2) Cap storm sewer lateral(s) (if present) at the property line;
 - (3) Physically mark capped lateral(s) with a steel post or heavy-duty stake extending at least three feet above grade sufficient to allow the City Public Works staff to locate the infrastructure later regardless of weather conditions;
 - (4) Terminate water service at the curb stop by a licensed plumber; and
 - (5) All sewer and water terminations require inspection and approval by the City's Plumbing Inspector before backfilling. Call the Building Inspection Division at (810) 984-9733 to schedule.
- (d) Dust and Debris Control:
 - (1) Water down all structures during demolition and wet all demolition debris before loading into trucks, using a minimum three (3) inch hose or water truck. Contact the City Water Office at (810) 984-9763 for a metered hydrant connection if needed. Unauthorized use of City fire hydrants without a municipal meter assembly is strictly prohibited and shall result in immediate permit suspension and other action as permitted by law;
 - (2) Cover all open-bed trucks transporting demolition debris;
 - (3) Promptly remove all waste materials from the site; no debris shall accumulate on roofs, floors, or areas outside the active demolition zone;
 - (4) Clean public sidewalks and streets adjacent to the site at the end of each work day using mechanical sweepers or manual brooms. Washing mud, dust, or demolition debris into the City storm sewer system is strictly prohibited; and
 - (5) Comply with all applicable air quality control requirements of the City and the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
- (e) Hardscapes:
 - (1) Remove all private concrete, asphalt, masonry, gravel, and other hard surfaces from the demolition site, including but not limited to driveways, parking areas, sidewalks, steps, stoops, and retaining walls, unless the owner has submitted a written request to retain specific items and the Building Department has granted written approval;
 - (2) Remove all driveway curb cuts and approaches as directed by the City Engineering Department; and

- (3) Retain and protect public sidewalks unless they are hazardous, in which case replacement shall be required per City Engineer standards.

(f) Fire Safety:

- (1) Remove all volatile or flammable materials (gasoline, kerosene, solvents, paints, thinners) from the structure before demolition commences;
- (2) Maintain appropriate fire extinguishing equipment on site; no open fires of any kind shall be permitted in the demolition area; and
- (3) Maintain access to all fire hydrants within fifty (50) feet of the site; no material or debris shall be placed within fifteen (15) feet of any hydrant.

(g) Noise and Hours of Operation:

Demolition activities shall be limited to the following hours unless a variance is granted by the Building Official in writing:

- Monday through Friday: 7:00 a.m. to 7:00 p.m.
- Saturday: 8:00 a.m. to 5:00 p.m.
- Sunday and City-recognized holidays: No demolition activities permitted.

All construction equipment shall be adequately muffled and maintained in good repair. The contractor shall comply with the City's noise ordinance.

Sec. 10-314. Site Restoration Requirements.

Following completion of demolition and approval of the progress inspection(s), the contractor shall restore the site as follows:

- (1) Backfill all basement excavations, trenches, and voids with clean, compacted fill acceptable to the Building Department, achieving a minimum 95% compaction density. No decomposable organic material, wood, glass, plastics, metal piping, or combustible material shall be used as fill. Masonry fragments may be used as sub-base fill if individual pieces do not exceed eight (8) inches in greatest dimension and are arranged to not form or collect water pockets;
- (2) Provide a final cover of not less than four (4) inches of sandy loam, clean topsoil, or equivalent material (free of debris, rubble, and rocks larger than two (2) inches) over the entire disturbed area;
- (3) Grade the site to drain uniformly away from adjacent properties and public rights-of-way, eliminating all voids, depressions, and pockets that could cause water pooling. Final grade shall blend smoothly with surrounding property grades and sidewalk elevations;
- (4) Seed all disturbed areas with a climate-appropriate, slow-growing grass seed mixture at 133% of the label application rate, or apply sod or hydro-seed as directed by the Building Department, weather permitting. Straw mulch shall be applied over seed. On right-of-way areas, sod is required. If weather conditions prohibit immediate seeding or sodding, the Building Official shall retain a sufficient portion of the Performance Bond until temporary

erosion controls are installed and final vegetation is successfully established in the next optimal planting season;

- (5) Install new curb and gutter to replace any curb cuts ordered removed;
- (6) Repair and replace all public sidewalks, driveway approaches, and curbs damaged during demolition in accordance with City Engineering standards, at the contractor's expense;
- (7) Remove all litter, debris, and construction waste from the site before requesting the final inspection; and
- (8) Submit a completed Demolition Permit Checklist on a form approved by the Building Inspection Division, a Demolition Debris Disposal Statement confirming proper landfill disposal, and a bill of lading for any hazardous waste to the Building Department before the final inspection is scheduled.

IMPORTANT: No backfilling of any basement, foundation, or excavation may occur until the Building Inspection Division has conducted and approved the required progress inspection. Premature backfilling will require the contractor to excavate and re-expose the work at the contractor's sole expense.

Sec. 10-315. Asbestos – Commercial and Industrial Structures.

For all structures other than 1- to 4-unit privately owned residences not part of a larger project:

- (1) An accredited Asbestos Inspector shall conduct a thorough inspection of the structure before demolition commences;
- (2) EGLE and MIOSHA-LEO shall be notified on Form EQP5661/MIOSHA-CSH 142 at least ten (10) working days prior to the start of demolition, even if no regulated asbestos was detected;
- (3) All friable ACM, and any ACM that may become friable during demolition, shall be removed by a licensed Asbestos Abatement Contractor prior to the start of demolition; and
- (4) Compliance with 40 CFR Part 61, Subpart M (NESHAP), Michigan Public Act 135 of 1986, and MIOSHA regulations Parts 305 and 602 is required. Contact EGLE at 517-899-2182 or MIOSHA Standards at 517-322-1845 for guidance.

Sec. 10-316. Asbestos – Residential Structures (1 to 4 Units).

Homeowners and contractors hired by homeowners demolishing a single 1-to-4-unit residence are exempt from NESHAP notification, testing, and abatement requirements, provided the project involves only one building. If the project includes two buildings (e.g., a house and a detached garage), NESHAP regulations apply. In all cases, MIOSHA worker health and safety regulations apply.

Sec. 10-317. Lead-Based Paint.

Lead-based paint in demolition debris is subject to MIOSHA worker protection rules (Parts 310 and 602). For commercial and industrial structures, debris from buildings with lead-based paint may be regulated as toxic waste under RCRA waste code D008; the contractor shall determine proper disposal requirements. For residential structures, lead-based paint debris is generally exempt from RCRA and may be disposed of in municipal or C&D landfills. Partial demolition followed by reconstruction is regulated by the EPA and the State; if federal funds are involved, HUD Guidelines (24 CFR Part 35) also apply. Contact MIOSHA Standards at 517-322-1845.

Sec. 10-318. Other Hazardous Materials.

The contractor is responsible for the proper identification, removal, and disposal of all other hazardous materials found in or associated with the structure, including:

- (1) PCB-containing materials (capacitors, ballasts, transformers) — per EPA regulations;
- (2) Mercury-containing materials (fluorescent lamps, thermostats, switches) — per applicable state and federal regulations;
- (3) Refrigerants in appliances and HVAC equipment — per 40 CFR Part 82;
- (4) Underground and aboveground fuel storage tanks — per State Fire Marshal and EGLE regulations; and
- (5) Septic tanks and cisterns — shall be pumped by a licensed hauler, demolished, and the excavation backfilled per these standards.

Sec. 10-319. Required Inspections.

The Building Department shall conduct inspections at the following stages. The contractor must call for all required inspections and must not proceed beyond the applicable stage until the inspection is approved:

- (a) Pre-Demolition Inspection:
Upon request, the Building Department may conduct a pre-demolition site visit to document existing conditions and verify compliance with pre-demolition requirements. This inspection is mandatory for all commercial and industrial projects.
- (b) Progress Inspection — Sewer and Water Laterals:
After capping sewer and water laterals and before backfilling the trench. Schedule with the Plumbing Inspector by calling (810) 984-9733 at least four (4) hours in advance.
- (c) Progress Inspection — Basement and Foundation:
After removal of all above-grade structure and basement/foundation materials and before any backfill is placed. The inspector will verify that all wood partitions, furnaces, piping, debris, and equipment have been removed from the excavation, and that all foundations, footings, and basement floors have been completely removed from the site or properly processed to conform with the sub-base fill requirements of Section 10-286. Call at least four (4) hours in advance.
- (d) SESC Inspection:
For projects requiring a Soil Erosion and Sedimentation Control (SESC) permit, the City's SESC Inspector shall conduct periodic on-site inspections throughout the demolition period.

(e) Final Inspection:

Upon completion of all site restoration work, the contractor shall contact the inspector identified on the demolition permit to schedule a final inspection. The inspector will verify:

- (1) All structures and foundations have been removed to the required depth;
- (2) All masonry and hardscapes have been removed as shown on the approved site plan;
- (3) All backfill has been properly compacted;
- (4) Final topsoil cover of not less than four (4) inches has been placed;
- (5) The lot has been properly seeded, mulched, or sodded;
- (6) All required sewer/water cap locations have been recorded;
- (7) The public sidewalk and driveway approach are in acceptable condition; and
- (8) The completed Demolition Permit Checklist and Debris Disposal Statement have been submitted.

If the site does not pass the final inspection, the City will retain the performance bond and withhold any applicable payments until all deficiencies are corrected and the site is re-inspected and approved.

Sec. 10-320. Permit Close-Out.

After the final inspection has been approved and all required documentation has been submitted, the Building Department will close out the demolition permit. The performance bond or letter of credit will be returned to the contractor or property owner within thirty (30) days of final close-out, less any amounts retained by the City to remedy deficiencies or damages to public property, unpaid AHB civil fines related to the project, outstanding City water/hydrant bills, or unpaid re-inspection fees.

Sec. 10-321. Maintenance Bond.

For projects requiring seeding or sodding, the contractor or property owner shall post a maintenance and guarantee bond in an amount to be determined by the Building Official, valid for one (1) year from the date of final inspection, to ensure that the planted areas establish adequate vegetation in conformance with the zoning ordinance and state law.

Sec. 10-322. Encouragement of Salvage.

The City of Port Huron encourages demolition contractors and property owners to salvage reusable building materials rather than disposing of them in landfills. Salvage activities shall not delay demolition operations or create safety hazards.

Sec. 10-323. Authorization for Salvage.

The demolition contractor may salvage materials only from property owned by the contractor or with the written authorization of the property owner as reflected in the permit application. Salvaged materials shall be removed from the premises within forty-eight (48) hours of detachment from a structure and shall not be stored in public rights-of-way, streets, or alleys.

Sec. 10-324. Local Salvage and Recycling Resources.

Contractors and owners are encouraged to contact the following organizations for reuse of materials in good condition (doors, windows, cabinetry, fixtures, and similar items):

- Habitat for Humanity of St. Clair County ReStore — contact the local chapter for current location and accepted materials;
- St. Clair County Resource Recovery — (810) 984-3290, for recycling of metals and other materials; and
- Michigan Materials Exchange (MichiganMX) — online materials exchange at www.michigan.gov/egle.

Sec. 10-325. Residential Properties.

In addition to the general requirements of this Ordinance, the following provisions apply to demolition of residential structures:

- (1) Single-family and two-family residences: permits may be applied for by the property owner acting as homeowner-contractor, provided the owner occupies or intends to occupy the premises. The owner must sign the permit application personally;
- (2) Multi-family residential structures (3 or more units): a licensed Michigan Builder or licensed Demolition Contractor is required for all work; and
- (3) Historic residential structures: a Certificate of Appropriateness from the Historic District Commission is required before any permit may be issued.

Sec. 10-326. Commercial Properties.

In addition to the general requirements of this Ordinance, the following provisions apply to demolition of commercial structures:

- (1) A licensed Michigan Builder or licensed Demolition Contractor is required for all commercial demolitions;
- (2) A pre-demolition inspection by the Building Department is mandatory;
- (3) An asbestos survey and NESHAP notification are required regardless of the age or apparent condition of the structure;
- (4) A Temporary Occupancy Permit is required if any portion of the public right-of-way will be used; and
- (5) The contractor shall coordinate with the City Engineering Department and City Police Department regarding traffic control, lane closures, and pedestrian safety throughout the demolition period.

Sec. 10-327. Industrial Properties.

In addition to the general requirements of this Ordinance, the following provisions apply to demolition of industrial structures:

- (1) A licensed Michigan Builder or licensed Demolition Contractor with documented experience in industrial demolition is required;

- (2) An environmental Phase I site assessment is required for all industrial demolitions unless expressly waived by the Building Official. A Phase II site assessment shall be provided if recommended by the Phase I assessment findings. Results shall be provided to the Building Department before a permit is issued;
- (3) All underground storage tanks, process piping, and subsurface structures shall be removed and properly disposed of unless a written variance is granted and an appropriate special conditions bond is posted;
- (4) If complete removal of impervious surfaces is not feasible due to documented subsurface contamination, the property owner shall provide Phase I and Phase II environmental assessments filed with EGLE showing that the property or portion thereof is contaminated as described in NREPA, PA 451 of 1994, and shall post a special conditions bond covering 120% of the cost of the deferred demolition work; and
- (5) The contractor shall provide minimum 24-hour advance notice to the City of Port Huron before commencing demolition of any structure and before calling for any required inspection.

Sec. 10-328. Public and Institutional Properties.

In addition to the general requirements of this Ordinance, the following provisions apply to the demolition of any structure owned or operated by a public entity, school district, county, state agency, religious institution, or institutional body:

- (1) A pre-demolition meeting shall be held between the project representatives, the Building Inspection Division, and the City Engineering Department to coordinate utility shutoffs, traffic control, and public safety measures;
- (2) Public and institutional entities shall comply with all hazardous material surveys and NESHAP notification requirements regardless of project funding or building size;
- (3) If the public or institutional structure is located within a residential neighborhood or adjacent to a public right-of-way, a public notice and advanced timeline of the demolition schedule shall be provided to the Building Inspection Division at least fourteen (14) days prior to mobilization; and
- (4) While publicly owned projects may be statutorily exempt from local performance bond requirements where sovereign immunity applies, contractors performing the work on behalf of public or institutional entities shall still maintain the required insurance coverage and name the City as an additional insured pursuant to Section 10-279.

Sec. 10-329. Authority of the Building Official.

The Building Official is authorized to administer and enforce this Ordinance, to promulgate administrative rules and procedures consistent herewith, and to issue orders necessary to correct violations. The Building Official may grant variances from specific standards of this Ordinance where strict compliance would cause an unreasonable hardship, provided the variance is consistent with the spirit and intent of this Ordinance and does not create a hazard to public health, safety, or welfare.

Sec. 10-330. Stop-Work Orders.

The Building Official may issue a stop-work order if demolition is being performed without a permit, in violation of this Ordinance, or in a manner that creates an imminent hazard to public safety. All work shall cease immediately upon issuance of a stop-work order and may not resume until the order is lifted in writing by the Building Official.

Sec. 10-301. Emergency Demolition.

Where the Building Official or Fire Marshal determines that a structure presents an imminent threat to public safety requiring emergency action, the City may proceed with emergency demolition without advance notice to the owner. The cost of emergency demolition plus a ten percent (10%) municipal administrative fee shall be assessed against the property and constitute a lien thereon.

Sec. 10-302. Appeals.

Any person aggrieved by a decision of the Building Official under this Ordinance may appeal to the Port Huron Board of Appeals (Building Code Board of Appeals) by filing a written notice of appeal with the City Clerk within thirty (30) days of the decision. The Board of Appeals shall hear the matter at its next regularly scheduled meeting or a special meeting called for that purpose. The decision of the Board of Appeals shall be final.

Sec. 10-303. City Contact Information.

Department / Purpose	Contact
Building Department — permits, inspections	(810) 984-9733
City Engineering / Public Works — right-of-way, utilities	(810) 984-9730
Planning Department — zoning, historic district	(810) 984-9735
City Water Office — water/sewer/stormwater disconnection	(810) 984-9763
SEMCO Energy Gas Company — natural gas disconnect	1-800-624-2019
SEMCO Energy — gas emergencies (24/7)	1-888-427-1427
DTE Energy — electric disconnect (general)	1-800-477-4747
DTE Energy — Marysville Design Center (St. Clair County)	(810) 364-0400
Miss Dig — underground utility locate	811 or 1-800-482-7171
EGLE — NESHAP / asbestos notification	517-899-2182
MIOSHA Standards Section	517-322-1845
St. Clair County Health Dept — well/septic	(810) 987-5300

Sec. 10-304. Severability.

If any provision of this Ordinance, or its application to any person or circumstance, is held invalid by a court of competent jurisdiction, the remainder of this Ordinance and the application of its provisions to other persons or circumstances shall not be affected.

Sec. 10-305. Repeal of Inconsistent Ordinances.

All prior ordinances, resolutions, or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Sec. 10-306. Effective Date.

This Ordinance shall take effect thirty (30) days after publication as required by law.

§ 10-307. Through § 10-350. (Reserved)

ADOPTED:

PUBLISHED:

EFFECTIVE: