



## 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](http://www.porthuron.org)

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Monday, March 23, 2026

6:00 PM

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### Agenda

Note: The agenda has been revised to include Resolutions #11 and #12.

**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 - March 9, 2026 6:00 PM

**D. PUBLIC HEARINGS -**

1. PH #26-001: To hear comments on the proposed Michigan Department of Natural Resources Trust Fund grant application in an amount of up to \$250,000 to assist with development and improvements at Lincoln Park. Following the hearing, Council will consider a resolution to authorize the submission of the grant application, and if grant funds are awarded, authorize the acceptance of the offer and provide for the required local funding match.
2. PH #26-002: To hear comments on the proposed Michigan Department of Natural Resources Recreation Passport grant application in an amount of up to \$150,000 to assist with development and improvements at Lincoln Park. Following the hearing, Council will consider a resolution to authorize the submission of the grant application, and if grant funds are awarded, authorize the acceptance of the offer and provide for the required local funding match.

**E. 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.*

**F. CITY MANAGER'S REPORT & COMMENT -**

1. City Manager's Administrative Report - March 2026

**G. 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.*

**H. BOARDS & COMMISSIONS -**

- \*1. BC #26-001: Receive and file a copy of the completed 2026 assessment roll.

**I. FROM THE CITY MANAGER -**

1. FCM #26-013: Accepting the proposal from Snider Recreation, Inc., in the amount of \$50,000.00 for the purchase of outdoor fitness equipment to be installed at Knox Field. (County ARPA Funds)

**J. RESOLUTIONS -**

1. RES #26-030: Approving the agreement with Nelson Tank Engineering & Consulting, Inc., for professional engineering services for pipe painting at the Water Filtration Plant. (Water Fund)
2. RES #26-031: Authorizing the submission of a grant application under the Fiscal Year 2027 Appropriation Program in the amount of \$6,500,000 with a local match of \$545,140 for a total project cost of \$7,045,140 regarding the necessary renovations and stabilization of the Black River Canal to reduce or mitigate risks from natural hazards, disasters, flooding, erosion and watershed protection.
3. RES #26-032: Authorizing the submission of a grant application under the Fiscal Year 2027 Appropriations Program in the amount of \$2,250,000 with a local match of \$250,000 for a total project cost of \$2,500,000 regarding the purchase of an Aerial Tower Fire Apparatus to provide lifesaving response and disaster mitigation measures to the City of Port Huron and surrounding communities.
- \*4. RES #26-033: Approving the First Amendment to the Communications Site Lease Agreement with PTI US Towers II, LLC, to lease space at the Riverside Boat Launch

for a cellular telephone antennae.

- \*5. RES #26-034: Approving the Option and Lease Agreement with New Cingular Wireless PCS, LLC, to lease space located at 2215 Stone Street for the purpose of installing, operating, and maintaining a communication facility.
- \*6. RES #26-035: Authorizing the Director of Public Works to commit and purchase salt through the State of Michigan MiDeal extended purchasing program for 2026-2027 season.
- \*7. RES #26-036: Approving the decertification of five (5) streets in accordance with Act 51 of 1951.
- \*8. RES #26-037: Authorizing the submission of a Special Liquor License application to the Michigan Department of Licensing and Regulatory Affairs, Liquor Control Commission, for the City of Port Huron's Rockin' the Lake event on Thursday evenings during the month of August, at Lakeside Beach and Park and recommending the license be issued.
- \*9. RES #26-038: Authorizing the submission of a Special Liquor License application to the Michigan Department of Licensing and Regulatory Affairs, Liquor Control Commission, for the City of Port Huron's Blue Water Festival event on July 16 and 17, 2026, in Downtown Port Huron and recommending the license be issued.
- \*10. RES #26-039: Resolution in support of the Pedestrian Bridge and Mobility Project led by the St. Clair County Community College.
- \*11. RES #26-040: Vacating reserved utility easement over previously vacated portion of 30th Street.
- 12. RES #26-041: Approving the agreement with EnviroTrac, LLC, for professional services to inventory the current tree canopy and condition and to develop the 2026 Forestry Management Plan.

**K. 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.*

**L. ANNOUNCEMENTS -**

- 1. Winter decorations in Lakeside Cemetery must be removed from cemetery plots by March 31. Removal of remaining items by cemetery personnel will begin April 1.
- 2. Weekly curbside yard waste pickup in containers or compost bags resumes the week of April 6.

**M. 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.*



# REGULAR MEETING OF THE PORT HURON CITY COUNCIL

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Public Meeting Room  
100 McMorran Blvd.  
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Monday, March 9, 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. Special City Council Meeting - February 5, 2026 5:30 PM

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

2. Regular City Council Meeting - February 9, 2026 6:00 PM

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

### D. PRESENTATIONS -

1. A proclamation designating February as Black History Month will be presented to Kevin Watkins, President, Port Huron Branch of the NAACP.
2. Update on the Black River Canal and tainter gate.

### E. PUBLIC HEARINGS -

1. To hear comments on the general needs in community development, housing, and

special services utilizing CDBG and HOME funds.

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

Brian Farquhar, Port Huron, commented on gaps in funding and people being missed. He stated that he would like to see some of these funds go to a new entity and not one that has been used in the past.

Nick Krasinski, commented that parole officers are bringing individuals into the community, which he said could potentially contribute to housing challenges.

Melissa Jacobs, Director Blue Water Safe Horizons, asked that domestic violence shelters be considered for CDBG funding.

Jayson Richards, Port Huron, expressed his willingness to work with the city to identify and address gaps in services supporting local unhoused residents.

No one else appeared to be heard.

At this point, the Mayor declared the hearing closed.

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

Erin Kreiner, commented in support of Resolution #26-024, noted that the Team Port Huron website is a useful resource for the unhoused population, City Manager James Freed's interview with Kevin Miller and the canal and tainter gate project.

Judy Brush, commented on a tour she took of the Wastewater Treatment Plant and complimented city staff for their expertise and the tour.

Nicole Tucker, addressed concerns regarding the unhoused population, shared her personal experience and spoke on the lack of funding available to these individuals.

Heather Fagan, raised awareness that some residents may be unaware that U.S. Immigration and Customs Enforcement is active in the community.

Scott Farquhar, commented on ice-breaking efforts in the Black River, the annual Black River clean-up event, the canal and tainter gate project and concerns about the Michigan Department of Corrections dropping individuals off in the community.

Rich Cooper, thanked Councilmember Payton for opening a warming shelter at the Blue Water Allies Center and thanked Mayor Ashford for visiting the center and addressed concerns regarding efforts to support unhoused individuals in the community.

Gilbert Davis, addressed his concerns regarding efforts to support unhoused individuals in the community.

Robert Loureiro, commented on the recall petitions for Councilmembers Archibald and Lamb and expressed concerns about a transitional home being built on Court Street.

Calvin Graves, commented on his personal experience living in the city as an unhoused individual and addressed his concerns regarding efforts to support unhoused individuals in the community.

Hannah Wiegand, commented on her love for the people in the city of Port Huron, her concerns with the invocation before city council meetings and U.S. Immigration and Customs Enforcement in the community.

Melissa Gundy, commented on the lack of affordable housing in the community, shared her past experiences with being unhoused and asked the council to consider the needs of the unhoused members of the community.

Michael Kirchner, commented on his rights being stripped and issues with law enforcement and local hospitals.

Karl Shovan, commented on his personal experience living in the city as an unhoused individual and the lack of shelters in the community and urged the council to consider the needs of unhoused members of the community.

Austin Wells, commented on Kevin Lindke and asked the council when actions might be taken to address these concerns and concluded by reading a quote from Martin Luther King Jr.

Brian Farquhar, commented on the Battle of the Badges charity hockey game, shared the story of the first four residents of the Wings of the Harbor Youth Shelter, donated a sign back that he won at the event and requested a plaque be created in their honor and noted facilities like this in our community do work.

Rachel Farquhar, commented on Resolution #26-024 and expressed support for keeping zoning and housing funding decisions at the local level.

Betty Hall, commented on the newly adopted council rules, an incident related to the rule change, her respect for Trash the Clown, the recall petitions, affordable housing and good paying jobs.

Mark Watson, thanked the city council for the job they do, commented on the beauty of the city as a whole and showed his support for the canal and tainter gate project.

Nicholas Warner, commented on homelessness in our community and his personal experience with it.

Crystal Manke, commented on potholes and roads within the city, fire response times and a police issue.

Jayson Richards, expressed concerns about gaps and overlaps in policies and programs for unhoused residents and offered to help address them.

**G. CITY MANAGER'S REPORT & COMMENT -**

1. City Manager's Administration Report - January 2026

**H. CONSENT AGENDA -**

Agenda items marked with an asterisk(\*) were adopted by one motion with no separate discussion.

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

**I. FROM THE CITY MANAGER -**

1. FCM #26-007: Accepting the unit price bid from USALCO, LLC, in the amount of \$602.8117 per dry ton for an estimated 397 dry tons of aluminum sulfate for use at the Wastewater Treatment Plant and Water Filtration Plant. (Wastewater and Water Funds)

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

2. FCM #26-008: Accepting the unit price bid from JCI Jones Chemicals, Inc., in the amount of \$1.46 per gallon for an estimated 177,000 gallons of sodium hypochlorite for use at the Wastewater Treatment Plant and Water Filtration Plant. (Wastewater & Water Funds)

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

3. FCM #26-009: Accepting the unit price bid from Carmeuse Lime (Canada) Limited in the amount of \$545.00 per dry ton for an estimated 432 dry tons of hydrated lime for use at the Wastewater Treatment Plant. (Wastewater Fund)

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

4. FCM #26-010: Accepting the unit price bid from JCI Jones Chemical, Inc., in the amount of \$0.1069 per wet lb. for an estimated 270,000 wet lbs. of sodium hydroxide for use at the Wastewater Treatment Plant. (Wastewater and Water Funds)

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

5. FCM #26-011: Accepting the bid from TG Priehs, LLC in the amount of \$119,350.00 for the Sanborn Park pool parking lot improvements and ADA accessibility project. (Grant & General Fund)

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

6. FCM #26-012: Receive and file the Quarterly Financial Report for the six-month period ending December 31, 2025.

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

## J. RESOLUTIONS -

1. RES #26-022: Authorizing Twelve (12) payments.

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

2. RES #26-023: Authorization to purchase, acquire and construct capital improvements and to publish Notice of Intent to issue municipal securities.

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

3. RES #26-024: Resolution of the Port Huron City Council in support of protecting local decision making and community led housing solutions.

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

4. RES #26-025: Adopting the City Council's list of goals and priorities for the 2026-27 fiscal year.

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

- \*5. RES #26-026: Designating qualified commercial procurement cards and authorizing the Director of Finance and Deputy Director of Finance to execute commercial card agreement with The Huntington National Bank.

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

- \*6. RES #26-027: Approving the scheduling of a public hearing for March 23, 2026 to hear input and receive comments from citizens on proposed grant applications through the Michigan Department of Natural Resources Trust Fund and Michigan Department of Natural Resources Recreation Passport Fund for financial assistance in the improvements to Lincoln Park.

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

- \*7. RES #26-028: Approving the reappointment of Niall Farley and Dale Hemmila to the Historic District Commission with terms to expire March 10, 2029.

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

- \*8. RES #26-029: Confirming and approving single lot special assessments for special trash pickup and/or snow removal in the right-of-way.

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

**K. PUBLIC COMMENT (Non-residents) -**

**Prior to the vote on the Consent Agenda, Councilmember Archibald moved, supported by Councilmember Pemberton, to allow non-residents to speak at this time. The motion passed unanimously.**

Anthony, expressed concern that the most vulnerable in the community are falling through the cracks and shared his disappointment with the councils actions.

Curtis Karl, thanked Councilmember Archibald for trying to bring everyone together tonight and addressed his concerns with the canal and tainter gate project.

**Additionally, after these two individuals spoke, Councilmember Pemberton moved, supported by Councilmember Mosurak, to allow the individual listed below who had not signed up for public comment prior to the meeting to speak. The motion passed unanimously.**

Kevin Watkins, commented on the tough job that the council has, unifying the community as a whole and spoke in support of the townships contributing to the canal and tainter gate project.

**L. ADJOURNMENT -**

On Motion, the meeting was adjourned at 8:28 PM

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Kelsey L. Roelens, MiPMC  
Deputy City Clerk

**PH #26-001**

***To hear comments on the proposed Michigan Department of Natural Resources Trust Fund grant application in an amount of up to \$250,000 to assist with development and improvements at Lincoln Park. Following the hearing, Council will consider a resolution to authorize the submission of the grant application, and if grant funds are awarded, authorize the acceptance of the offer and provide for the required local funding match.***

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WHEREAS, the approved 2023-2027 Park and Recreation Plan includes as primary goals the maintenance and improvement of existing parks and recreational facilities; and

WHEREAS, the City would like to make improvements at the Lincoln Park area to include accessible pathway and ADA parking at scenic turnout, additional parking and ADA spaces with pathway in the main park area, renovations to existing tennis/pickleball court and basketball court and related park amenities; and

WHEREAS, it has been determined that the City may be eligible for a Michigan Department of Natural Resources Trust Fund Program grant, along with a local match requirement of 50%; and

WHEREAS, it is estimated that the project cost would be \$500,000, resulting in a grant request of up to \$250,000 and a local match of \$250,000 (50%) from a combination of a portion of the annual St. Clair County Parks and Recreation millage allocations, local revenues, donations, fundraisers, in-kind services and local labor from city staff and volunteers; and

WHEREAS, the City has received community feedback on recreational needs through surveys, public hearings, exchanges with local stakeholders and outreach to partners that represent individuals with special needs or challenges during improvement phases and the Recreation Plan's Five Year Action Plan; and

WHEREAS, before submission of the grant application, a public hearing was also held to obtain input and comments from the public on the proposed project and that public hearing was posted and held during a regularly scheduled city council meeting on March 23, 2026;

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 \$250,000, to the Michigan Department of Natural Resources Trust Fund Grant Program to assist with the improvements necessary at Lincoln Park; and

BE IT FURTHER RESOLVED that if the grant is awarded, the City will utilize up to \$250,000 from both the annual St. Clair County Parks and Recreation millage allocation, local revenues, donations, fundraisers, in-kind services and local labor from city staff and volunteers as necessary and appropriate for the required local match; and

BE IT FURTHER RESOLVED that the Parks and Recreation Director is hereby authorized to accept any offer of grant funding which may be tendered, to execute all necessary documents related thereto and to act as the project coordinator and authorized representative for this project.

**PH #26-002**

***To hear comments on the proposed Michigan Department of Natural Resources Recreation Passport grant application in an amount of up to \$150,000 to assist with development and improvements at Lincoln Park. Following the hearing, Council will consider a resolution to authorize the submission of the grant application, and if grant funds are awarded, authorize the acceptance of the offer and provide for the required local funding match.***

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WHEREAS, the approved 2023-2027 Park and Recreation Plan includes as primary goals the maintenance and improvement of existing parks and recreational facilities; and

WHEREAS, the City would like to make improvements at the Lincoln Park area to include accessible pathway and ADA parking at scenic turnout, renovations to existing tennis/pickleball court and basketball court and related park amenities; and

WHEREAS, it has been determined that the City may be eligible for a Michigan Department of Natural Resources Recreation Passport (RP) grant, along with a local match requirement of 50%; and

WHEREAS, it is estimated that the project cost would be \$300,000, resulting in a grant request of up to \$150,000 and a local match of \$150,000 (50%) from a combination of a portion of the annual St. Clair County Parks and Recreation millage allocations, local revenues, donations, fundraisers, in-kind services and local labor from city staff and volunteers; and

WHEREAS, the City has received community feedback on recreational needs through surveys, public hearings, exchanges with local stakeholders and outreach to partners that represent individuals with special needs or challenges during improvement phases and the Recreation Plan's Five Year Action Plan; and

WHEREAS, before submission of the grant application, a public hearing was also held to obtain input and comments from the public on the proposed project and that public hearing was posted and held during a regularly scheduled city council meeting on March 23, 2026;

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 \$150,000, to the Michigan Department of Natural Resources Recreation Passport Grant to assist with the improvements necessary at Lincoln Park; and

BE IT FURTHER RESOLVED that if the grant is awarded, the City will utilize up to \$150,000 from both the annual St. Clair County Parks and Recreation millage allocation, local revenues, donations, fundraisers, in-kind services and local labor from city staff and volunteers as necessary and appropriate for the required local match; and

BE IT FURTHER RESOLVED that the Parks and Recreation Director is hereby authorized to accept any offer of grant funding which may be tendered, to execute all necessary documents related thereto and to act as the project coordinator and authorized representative for this project.



*Office of the City Manager, Chief Administrative Officer*  
*Monthly Administrative Report*  
*March 2026*

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The **City Clerk's Office** continued making progress on several long-term projects including inputting missing cemetery record information and updating cemetery maps. Nineteen of the 30 blocks have been completed, representing 63% of the project. This database program will streamline the organization of the numerous cemetery records maintained by the City Clerk's Office, improving accessibility for current operations and preserving accurate information for future historical reference.

They also began initial preparations for the Mayor's Prayer Breakfast that will be held on Thursday, May 5. Responsibilities for the breakfast include reserving McMorran Lounge, coordinating catering services, updating the invitation list and securing a speaker.

The **Department of Public Works** saw Gratiot Avenue Road Reconstruction and Utility Replacement project from Elmwood Street to Holland Avenue is substantially complete. Working on MDOT file review for project closeout.

Hospital Area Road Reconstruction and Utility Replacement Phase I has been awarded to Raymond Excavating Company. Final asphalt paving to be completed in the spring of 2026 for Kearney Street and Willow Street. Turf establishment to occur on or before June 5, 2026.

Phase II of the Hospital Area project has been developed which addresses the remaining roads and underground infrastructure from Glenwood north to Washington and from 10<sup>th</sup> east to Erie. The design of this project has been awarded to DLZ. Preliminary plans were submitted for City review on January 21, 2026.

The original contractor for the Central Fire Station Demolition has defaulted on the contract. S.A. Torello was awarded the contract to finish the project. Project is now substantially complete. Project will be closed out once turf establishment occurs.

The Engineering Manager and City Engineer have been attending meetings related to proposed Bluewater Bridge Plaza updates. Contractor started work on May 16, 2025, for Component I for the four-phase Plaza project and is anticipated to take one year to complete. Currently MDOT is working on component II design/build documents. Component II design was expected to begin in the middle of 2024 with recent discussion on utility layout/relocation.

A new cross section has been proposed as part of the Huron Avenue Road and Utility Replacement project. MDOT is planning on implementing a trial run ahead of construction which is anticipated to occur in 2026. Reconstruction and utility installation is scheduled for the 2027 construction season.

The Engineering Division continues to meet with the Utilities and the Building Divisions to discuss the lead water service inventory. Engineering has finished their investigation and has created investigation planning maps for utilities staff to utilize. Mailers have been mailed out to property owners informing them of our efforts and requesting self-reporting for the interior water service material. Reoccurring meetings will be scheduled until the project is complete. The first dedicated lead service replacement project is anticipated to occur in 2026.

City Engineer and Engineering Manager have been working with DLZ to develop a plan to repair the Black River Canal Tainter gate. Phase I (cofferdam installation and gate removal) was awarded to Trojan Development and work is complete. Phase II is the fabrication and delivery of the gate. The Phase II bid package was advertised with no bids being received. After discussions with the only contractor that attended the Prebid meeting, it was determined that they needed additional time to put together a bid package. Project was re-advertised and one bid was received. DLZ is working on bid package for Phase III which includes modifications to the existing concrete structure, installation of the Tainter gate, installation of erosion control measures including riprap and seawall, replacement of the existing water main that crosses the canal near the Gratiot Avenue bridge. New bid package for a combination of Phase II & III was received on November 25, 2025 for review. Project has been advertised with bid opening to occur on March 31, 2026.

Black River Canal Dredging Project has been advertised.

Ravenswood Sanitary Sewer Extension has been awarded to Murray Underground Systems, LLC. The project will serve five parcels that have been recently split on Ravenswood west of 28<sup>th</sup> Street. This project is substantially complete with the exception of turf establishment.

The Engineering Division continues to work with AEW to perform necessary traffic studies to determine measures to convert Court Street and Union Street from 6<sup>th</sup> Street to 24<sup>th</sup> Street from one-way streets to two-way streets. Proposed changes have been presented to PHASD and the Old Towne neighborhood group for input ahead of a public input meeting. Public input meeting anticipated to occur in late March of 2026.

Engineering is designing a sidewalk extension on the west side of 16<sup>th</sup> Street between Court Street and Union Street.

Boddy Construction Co., Inc. is currently working on the Lapeer Avenue Road Reconstruction project from 16<sup>th</sup> Street to 24<sup>th</sup> Street. Project is substantially complete and open to traffic. Contractor working on lawn restoration and punch list items.

The Engineering Division has been working with AEW to reconstruct 24<sup>th</sup> Street from Dove Street to the north city limits which is just south of Williams Street. This project includes the replacement of water main, storm sewer, and sanitary sewer.

The Engineering Division has presented a conceptual plan of a road diet on 24<sup>th</sup> Street between Dove Street and Nern Street. The road diet will be implemented utilizing only pavement markings (south of Dove). The intent is to combine the project north of Dove with the project south of Dove. This project is anticipated to be constructed in early 2026.

The St. Clair County Road Commission reconstructed Moak Street from 28<sup>th</sup> to 32<sup>nd</sup> Street by the end of this 2025 construction season. The city replaced existing water main as part of this project. ACE Saginaw Paving was awarded the project. This project is substantially complete with turf establishment to occur in 2026.

Elmwood Water Main project is substantially complete. Working on project closeout and turf establishment.

Black River Maintenance Dredging project professional services have been awarded to BMJ Engineers & Surveyors, Inc. The 2026 through 2028 Dredging Project was advertised and bids were opened on January 29, 2026. M.L. Chartier was awarded the project. Bathymetric survey to occur once ice melts which will indicate whether or not dredging is necessary.

The Engineering Division submitted a grant application through the MDOT Category F grant program. This grant is focused on providing funding for high commercial traffic routes to road agencies in rural counties. The grant request was for funding related to resurfacing and concrete panel replacement work on 24<sup>th</sup> Street from Electric (BL-94) to Cleveland Street. The City was awarded a \$375,000.00 grant through this program. Project will be completed during the 2027 construction season.

The Engineering Division attended a meeting with MDOT for the proposed Panel Replacement project on Oak Street from Military to 32<sup>nd</sup> Street. The city is coordinating utility work to be paired with the project. MDOT had an originally anticipated that this project would be a 2026 construct but will likely be postponed to 2028.

The Engineering Division received three proposals for the Water Street Area Road Reconstruction project, which includes Water Street from 10<sup>th</sup> Street to 13<sup>th</sup> Street and 10<sup>th</sup> Street from the Black River to Lapeer Avenue. The Water Street portion is partially funded by MDOT. The 10<sup>th</sup> Street project is all local funding. DLZ has been awarded the professional services contract for the project. Both projects are still in the design phase with construction to occur in 2026. The intent is to stagger construction of these projects to limit traffic disruption.

The Engineering Division is working on grant application for Highway Safety Improvement (HSIP) grant application.

The Engineering Division working on grant application for Transportation Economic Development Fund (TEDF) Category F grant application.

The Engineering Division assisting with Fire Station 4 rehabilitation project. AEW assisting with plans and specification for intent to have project completed in 2026.

The Engineering Division continues to assist with several Parks and Recreation projects and will continue to provide assistance with construction and testing as necessary.

The Streets Maintenance staff continues efforts to address potholes across the city. The Streets Division was dispatched on three occasions to address snow events or icy conditions. Following each snow event, all trucks and equipment were thoroughly washed and greased. Streets received the remainder of the backup salt order totaling 2,600 tons. There will be a new salt order coming up March 11<sup>th</sup>. Staff has been accumulating alley grade requests that will be taken care of when winter season is over and the graders come out.

The Motor Vehicle Pool (MVP) staff continues the preventative maintenance services for vehicles/equipment within the MVP fleet. Multiple large repairs are in process, such as leaf spring replacement on two dump trucks and intensive electrical diagnostics on a patrol vehicle. Mechanics have aided in winter weather events by repairing defects as they happen.

MISS DIG requests have been steady and manageable. Sign damages due to accidents have been minimal this month and traffic lights have been repaired. Staff has performed an inventory check to assess what has been depleted with new replacement items being ordered.

Radio shop completed the build on vehicle #22 and is in service and the old car will become a cadet vehicle. Staff continued the build of the next patrol vehicle that will replace #15 that was totaled in an accident. Radio shop staff have aided IT department with running of ethernet wire for City phone upgrades.

Utilities Services continued to perform the typical month-to-month tasks. Water Distribution crews had eight watermain breaks. After repairing the initial breaks, three of those eight breaks rebroke in different spots which can happen when turning the watermain back on. Crews removed a broken valve on Hancock and Riverside and will be installing a new valve this spring. Crews with assistance from Thumb Welding unthawed six residential water service lines that has frozen. All staff is working on shutoffs for non-payments three times a month. Sewer Collection staff had the vectors out several times when the temperatures warmed up. Crews cleaned a pump station along with some sanitary sewers as well as worked a few watermain break locations. Water Metering crews continue with daily appointments as well as assisting with non-payment shutoffs. Crews had multiple frozen and broken meters due to the extremely cold weather. As time permits staff is rebuilding meters.

The Water/Wastewater Manager and staff continue normal month-to-month tasks. Site plans are reviewed as they are received to assure proposed development is in compliance with the City's ordinances. Multiple determinations for request for reviews were made and letters sent. FOIA requests are fulfilled as they are received. Industrial user permits continue to be issued and sampling reports evaluated for sewer use compliance.

This time of year, the manager meets with each of the plant superintendents to review annual operating budgets and discuss capital improvements at each facility. Projects were identified for the upcoming budget year and years beyond. Many projects span multiple fiscal years due to long engineering design needs and equipment lead times. Discussions also included staffing needs and employee succession. Budgets were entered into the BS&A software for the City Engineer and Finance Department review.

The Environmental Quality Technician completed the annual review of industrial users. Three local industries were found to be in significant non-compliance for exceeding sewer pretreatment standards. The technician is also compiling the annual cross connection report that is due to EGLE by the end of March.

The annual stormwater report was submitted to EGLE by the Water/Wastewater Manager in accordance with the National Pollution Discharge Elimination System (NPDES) permit. There are six minimum measures required to be implemented and reported on for pollution prevention which are spelled out in the City's stormwater management plan.

The Wastewater Treatment Plant (WWTP) staff continue their work for essential operations and maintenance procedures. There are two open positions the Superintendent is interviewing applicants for. The WWTP has been in operation since the 1950's with upgrades in the mid-70's and it's showing its age which is requiring significant staff time for upkeep, maintenance and repairs.

ROWE Professional Services is preparing preliminary plans for the Holland Avenue Sanitary Pump Station Rehabilitation project. The scope includes demolition of the existing building, installing a weatherproof electrical and control panel enclosure, and replacing the pumps and valves in the wet well. Coordination with the homeowner's association has begun, DTE will also be involved. The project will be publicly advertised and bid.

The manufacturer of the final clarifier equipment has visited the site for measurements and is preparing shop drawings for the equipment to replace the current equipment in each of the three clarifier tanks. The aeration tank and final clarifier # 3 train is out of service for the start of concrete crack and spalling repairs. These were identified in the aeration diffuser piping replacement project. Other improvements include structural reinforcement of pipe wall penetrations at the aeration tanks, and concrete repairs in the tanks and under access walkways. A lengthy lead time for equipment delivery is expected.

A pre-construction meeting was held with Molnar Roofing for the secondary building roof replacement project. The project scope includes removing and replacing the thirty-year-old membrane that is currently being held down with weighted tires and temporary fasteners. The scope includes new insulation, removal of abandoned roof drains, replacing interior cast iron drain piping with PVC, and installing new hatches. Work will commence when materials are in and the weather cooperates.

City staff have provided feedback of the final odor control system analysis report and the potential treatment options to the consultant. An area of concern is the truck loading operation, which includes a hose pumping sludge into the top hatch of the tankers. The tankers haul the treated sludge (biosolids) to area farm fields and apply it as a fertilizer. The odor analysis report did not address this seasonal operation initially so it is currently being discussed. A multi-phase odor control system is being considered to account for the fluctuating factors of the wastewater treatment process and varying releases of odors.

The remaining equipment for the screw pump #1 repairs is expected to be delivered the first week of March with installation following. Once complete, the manufacturer will be scheduled for startup and training.

Rauhorn Electric, Inc. has submitted their contract documents for the Hancock Street Sanitary Pump Station standby generator and they are under review. Once approved, a Notice to Proceed will be issued and a pre-construction meeting scheduled. Work will include removing and replacing the existing chain link fence as well.

A pre-construction meeting has been scheduled with Raymond Excavating for the 10<sup>th</sup> Street sanitary pump station rehabilitation project and is expected to commence in the spring.

A Request for Proposal (RFP) was sent to five (5) engineering firms for engineering services to design and perform construction oversight of a thickener tank rehabilitation project. Three firms have visited the plant to inquire about the project. WWTP staff have taken three of the four tanks out of service for inspection. The severity of the southwest tank mechanism is appearing to be an anomaly compared to two others. The fourth tank is scheduled to be taken out of service and inspected. The project scope will include replacing the thickener mechanisms that need replacing, concrete spalling and crack repairs, lighting improvements, and stabilizing the influent pipes at the point of tank entry in all four tanks.

The primary building roof is leaking over the recently replaced motor control center and electrical gear. Fishbeck submitted the most competitive, responsive proposal and an existing agreement has been amended to add engineering services to replace the roof.

The Water Filtration Plant (WFP) staff continues their essential operations and maintenance procedures. Staff assisted in new watermain testing.

The engineering consultant, Eramosa, has joined with CIMA and is experiencing internal growing pains with the merger. Clearance spacing for installing new switchgear while maintaining reliable secondary power to the WFP has delayed the project remains a challenge. Options such as moving the high lift pump motors to the basement are being considered structurally and financially. The required changes in original design, in addition to the merger have contributed to gross delay of the project.

Shop drawings continue to be submitted, reviewed, and returned to Ainsworth Electric for the power panels and motor control center upgrade project. Conduit and wiring work have been installed for the new equipment. Receptacles, switch circuits, and control circuits have been relocated at the North Service Center and low lift building. Materials and hardware are on order and layout plans are complete for all locations. The deteriorated chain for the scrapers in the flocculation tanks has been delivered and is being replaced by staff as time allows.

The Water/Wastewater Manager and WFP Superintendent met with a representative of raw water traveling screens. The screens are original to the plant and are in need of replacing. The way the building was built around the equipment requires the screens to be restored in place. A request for proposal will be advertised for the work to be completed.

Nelson Tank Engineering and Consulting (NTEC) provided a painting scope for the filter gallery, intermediate hallway, gallery B, and supply piping in the high service pump area. NTEC then submitted a proposal for engineering services and an opinion of construction costs. The work will be competitively bid.

Bids for the purchase and periodic delivery of a year supply of chemicals used at the WFP and WWTP have been received. Recommendations will go to the March 9<sup>th</sup> council meeting for award.

DPW staff continues to work collaboratively in identifying lead water services and educating the public when one is discovered. Procedures are in place for when a lead service is found and for replacement and testing if warranted. Information regarding lead services is available on the city's website. A letter is mailed to notify customers if their service line material is unknown per EGLE requirements. The Water/Wastewater Manager is preparing the annual report of progress for EGLE. Staff respond to lead service questions and concerns as they come in.

In compliance with the city's stormwater permit, dry weather screening was performed at all of the storm sewer outfalls. Restrooms of facilities were found to be connected to a storm sewer during follow up inspections at two locations with elevated e. coli. Utilities staff is working with facility owners to correct the illicit connections.

**In the Parks & Recreation Department**, the Valentines BYOG dance was an absolute hit completely selling out and at full capacity. It was a dance that every member in the family could enjoy,

and the positive feedback from attendees has been amazing. They also hosted their very first culinary class - Make Your Own Gnocchi - not only did this class sell out, but it generated a very long wait list. The class was instructed by the talented team from the Culinary Institute of Michigan, and they did a fantastic job guiding everyone through the process while keeping a fun and engaging atmosphere. The Harvey Center hosted another successful movie night, and the rental rooms are also blooming. The community is filling up the calendar with bridal showers, baby showers, dinner parties and more. Discovery City hosted another toddler time, with lots of smiling faces filling all of the available slots. As well as another "Night at the Museum Engineering Extravaganza" where kids explored, played per usual, and stopped at hands-on stations with different materials to build and create. In terms of marketing, total impressions for all Parks and Rec related webpages are 28,747 with the beach webpage being the top webpage link appearing on Google search results, at 8,970 impressions.

The **Parks** crews had a busy month with maintaining downtown parking lots, park lots and sidewalks, and other City-owned property during snow events. The Division has also been keeping up with the ice rinks at Lincoln Park and Palmer Park. Crews changed out the banners downtown for Black History Month and assisted downtown with preparation for Chilly Fest. Crews assisted McMorrان with laying the arena floor for the Flames gymnastics event. The Division is preparing for the warmer weather to break by servicing equipment, checking playgrounds as weather permits, and inspecting parks grounds.

The **Cemetery Division** had three full burial services and three cremation services. The crew has helped plow down town lots as needed. The crew has been cleaning and working on equipment for the spring season.

The **Forestry Division** removed eight trees for the month. Contractors did two hazard removals from the ice storm. The crew had two oak tree trims for the month. Limb Walkers Tree Service is in the process of trimming a list of six trees. The Forestry crew helped plow downtown lots as needed.

**McMorran Place Entertainment Center** hosted two Prowler games, eight High School Hockey games, and Battle of the Badges. McMorrان Theater hosted Easton Corbin and BLOOM. McMorrان Plaza hosted Bar bingo and Carhartt Day.

McMorran had several other events in the month of February, including:

- PHCT Lion King Jr. Rehearsal
- All American Flames Gymnastics Competition

In the **Planning Department**, The Code Enforcement Unit had 1,222 new enforcements opened and the Administrative Hearing Bureau heard 95 cases. There was \$50.00 in payments collected and \$105,325 single lot assessments collected for the month of February. Staff processed 166 vacant home letters including the invoices.

The Rental Inspection Division completed 363 inspections and certified 99 rental units in February. Staff responded to 36 rental complaints and there were five new rental properties registered during the month.

The Inspection Division issued 136 permits and collected \$34,305.00 in permits fees. Inspectors responded to 14 inspection complaints throughout the month.

The Urban Pioneer Program had no closing in February. The program is currently on pause and is being revised.

The Housing Rehabilitation Programs had two contract signings and three bid openings. The program is currently at full capacity and all 2025 funding is committed to projects (except for Elderly Repair). A waitlist has been started for 2026 funding.

A HOME ARP TBRA agreement was awarded to Blue Water Community Action in June 2025. They started spending funding in September and are spending thousands of dollars per months on rental assistance. The program is extremely needed in the community.

An RFP HOME ARP Supportive Services was posted in December and proposals were received on January 9, 2026. We are in discussions with a potential subrecipient.

Staff continue to work on in-fill housing for South Park.

Planning staff worked on reviewing and updating Chapter 52 (Zoning ordinance).

The Planning Department prepared one item, a special use approval request to allow a sober living home to be located at 1116 Court Street for Planning Commission. This request will be going before Planning Commission on March 3<sup>rd</sup>.

Planning staff has continued to process incoming Use Certificate applications for new businesses that have opened within the city limits.

Planning and Building staff continue to work together on work agreements for properties that have sustained fires within the city limits and moving any forward that have not complied through the Administrative Hearings Bureau.

The **Police Department** personnel investigated several crimes of an unusual or serious nature. Below is an overview of the key incidents:

**Parole Compliance Checks (February 5<sup>th</sup>)** The Major Crimes Unit, in conjunction with the Michigan Department of Corrections, conducted 25 checks of parolees in Port Huron to confirm that they were in compliance with the conditions of their parole. Of the 25 checked, 15 were found to be in compliance. The other 10 had various violations for having outstanding warrants, sexually abusive material on their phones, possession of narcotics, and weapons violations

**Break / Enter Automobile (February 5<sup>th</sup>)** Officers took several reports of cars being broken into in the area of McMorran Arena. Detectives investigated these incidents and identified a suspect. They located him in a residence in the 700 block of Erie Street and arrested him. Most of the property stolen out of the vehicles was recovered inside of this residence. The 63-year-old male was lodged at the St. Clair County Intervention Center.

**Home Invasion (February 12<sup>th</sup>)** Officers responded to the 2100 block of Willow Street for a Home Invasion report. The victim stated that they returned home to find their back door was kicked in. they reported that several thousand dollars in US currency was taken, along with several pairs of shoes and a table. The victim believed that a co-worker's ex-boyfriend was responsible for this crime. The Major Crimes Unit located the suspect, a 44-year-old male from Port Huron. He confessed to breaking in and stealing the money to pay his rent. He was lodged at the St. Clair County Intervention Center.

The Police Department completed its annual in-service training during the month of February. This training included certification and refresher courses in CPR and First Aid, defensive tactics, firearms training, and legal updates. These sessions ensure that all officers remain current with required certifications and continue to develop the skills necessary to safely and effectively serve the community.

- **Total Calls for Service:** 1,996
- **Overdoses:** 1
  - No deaths

The **Fire Department** responded to 213 calls for service, including thirteen fires, 128 medical emergencies, eleven rescues, and twenty hazardous conditions.

In the early evening hours of February 6<sup>th</sup>, fire companies were called to the 400 block of 14<sup>th</sup> Street for reports of fire in an occupied dwelling. First arriving crews found a working fire in a single-story residential structure. Handlines were stretched and fire extinguished in an attached garage. The cause and origin investigation remains under investigation.

In the early morning hours of February 25<sup>th</sup>, Quint 4 was requested as part of a multiple alarm mutual aid request to Kimball Township. Fire was reported in a large warehouse in the 90 block of Ash Drive. The warehouse housed law enforcement equipment, with live ammunition, breaching materials, and other hazardous items actively burning. Quint 4 assisted with extinguishment efforts on large diameter hose lines, interior overhaul, and evidence and equipment retrieval in the partially collapsed structure. Quint 4 returned to the scene after the City's shift change to assist with final extinguishment and overhaul efforts.

In the month of February, the Fire Marshal's Office's inspection and enforcement activities included twenty fire inspections, seven follow-up/consults and meetings, and eight new construction/renovation plan reviews. Two fire cause and origin investigations were conducted by the Fire Marshal in February. Two fire suppression/alarm acceptance tests were conducted in commercial occupancies. The Fire Marshal made a life safety and fire prevention presentation to the Port Huron Landlords Association.

The Fire Department conducted nearly 1200 hours of training in the month of February. Battalion Chief James Hayes began a ten-month executive leadership program at Eastern Michigan University. Division Chief Terry Blackmer participated in courses at the National Fire Academy in conjunction with their Executive Officer program. Tri-Hospital EMS provided in-person continuing education courses at Station No. 1 throughout the month. Four Fire Department members completed

Fire Instructor I, which was also held in-house at Station No. 1. Annual MIOSHA Part 74 mandated training was completed by suppression personnel.

Firefighter Tim Oleaga was promoted to the rank of Lieutenant in the month of February. A sixteen-year veteran of the Port Huron Fire Department, Lt. Oleaga was hired into the City in October of 2010.

In the **Human Resources Department**, on the first Monday of each month, HR Staff sends out a Monday Mind Bender riddle as a fun activity for employees. Employees submit their answer to HR, and all correct answers are entered into a drawing for a \$25 gift card.

HR Staff hosted the first Supervisor Training of 2026. This meeting was a review/reminder of previous topics. A survey was also sent out to the Supervisors to get their feedback and find out what topics they would like to learn about.

HR Staff was busy accepting applications for various full-time and 2026 Summer seasonal positions. Please refer individuals seeking employment to our website at [www.porthuron.org](http://www.porthuron.org).

HR Staff continues looking for new recruiting methods in an effort to raise awareness regarding City employment. This includes online websites, colleges, trade schools and attending community events. Applicants are able to apply on-line, in-person or by mail. Applications can be found at the bottom of each job posting on [www.porthuron.org](http://www.porthuron.org), and emailed to us at [cphemployment@porthuron.org](mailto:cphemployment@porthuron.org).

Full-time employment applications are currently being accepted for:

- Police Officer
- City Master Electrician
- Wastewater Treatment Plant Operator
- Fire Fighter
- Rental Inspection Clerk
- City Assessor

Part-time/seasonal employment applications are currently being accepted for:

- Lifeguard
- Swim Instructor
- Summer Day Camp Leader 1 & 2
- Sports Coach 1, 2 & 3
- Sports Programmer
- Junior Recreator Programmer
- Pool Maintenance
- Part-time Recreation Clerk
- Seasonal Laborer / Seasonal Lead
- Parking Booth Attendant
- Park / Beach Ranger
- Seasonal Laborer (Forestry Division)
- Children's Museum Play Facilitator

- Dock Attendant
- Part-time Clerk (Planning Department)
- Harvey Community Center Facilitator

The health and safety of our employees is a top priority. The Health and Safety Director continues to evaluate hazards at the facilities and meet with the supervisors and front-line employees on a daily basis. He has been busy inspecting and replacing unsafe equipment with new, updated equipment, and training employees on various topics. He is also involved immediately when any injuries occur in order to evaluate, learn and correct any deficiencies in an effort to prevent repeat injuries.

During the month of February, training was conducted for HazCom, Tornado Warnings, Overhead and Gantry Crane Operation, Bucket Truck Certification, Site Safety and Security.

During the month of February, all lifesaving equipment was inspected for safety, including AED's, Portable Fire Extinguishers, Portable Gas Detectors, Eyewash stations, and Showers. Any deficiencies have been corrected.

The Health and Safety Director distributes a monthly Safety Beacon, with a different topic each month, and continues providing information and tips to all employees in an effort to prevent accidents and injuries. February spotlight topic(s): Ergonomic Safety at your Computer.

The **Information Technology Department** continued to perform the typical month-to-month tasks of maintaining the computer network of desktops, laptops, printers, and phones at all City locations. Internet security training of all City staff continues. Staff also continued to perform the monthly processing of payroll and expense checks for BWATC.

New switches are being configured to replace some older switches, a process which continues. Replacement of printers that were having mechanical issues is ongoing. Old PC's, that have met end of life, are being replaced. Staff worked with the Assessor's Office and Rental Department on Assessment Change Notices and Rental Bills. New PoE switches for the new phone system are being configured and deployed. New AT&T fiber circuit and equipment install completed for new phone system. Staff has been working with ESRI on the new ArcGIS licensing, migration and path forward. Researching vendors to help with WCAG compliance for both the City of Port Huron and the Port Huron Police Department websites continues. Staff worked with AT&T to move our remaining POTS lines onto our phone system.

In the **Finance Department**, During the past month the Income Tax Division shifted to primarily focusing on 2025 tax returns that have begun to be filed. In addition, the Division is reconciling taxes withheld with the informational returns filed and continuing compliance efforts, sending assessments to tax payer as needed.

The Accounting Division continued to perform the typical month-to-month duties. These include processing payroll, expense checks and other usual monthly work such as posting journal entries, updating various spreadsheets, balancing accounts, etc. In addition, the Division has begun to work on the annual property tax closeout. Analysis of the fiscal year 2025 budget is in process and is expected to continue into the month of April.

The Assessing Division has finalized all assessments, lot splits and combinations. Assessment change notices have been mailed out. The Board of Review has been scheduled for the week of March 9th. Personal property statements have been finalized and recorded. Assessment rolls have been completed and the required reports have been prepared.

The Treasurer's Office and Water Office continue to be busy with collection of water payments and especially property tax payments, this being the last month before delinquent taxes are turned over to the County. The Division continues to perform the monthly accounting for BWATC. In addition, income tax filings have increased during February.

Sincerely,

A handwritten signature in black ink, appearing to read 'James R. Freed', written over a horizontal line.

James R. Freed

*City Manager*

*Chief Administrative Officer*

**BC #26-001**

***Receive and file a copy of the completed 2026 assessment roll.***

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FROM THE BOARD OF REVIEW:

Transmitting a copy of the completed 2026 assessment roll, which has been endorsed by the Board of Review Members.

[BOR; 2026 Assessment Roll.pdf](#)

HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 PORT HURON, MICHIGAN

COUNCIL MEMBERS:

The 2026 Board of Review of the City of Port Huron has completed the Assessments for the City of Port Huron and we hereby respectfully submit the totals for Real and Personal Property as approved by this Board for your acceptance and confirmation.

AD VALOREM ASSESSMENT ROLL:	S.E.V.	TAXABLE
Real Property	1,185,609,173	814,140,232
Personal Property	75,418,300	75,418,300
Total Ad Valorem	<u>\$ 1,261,027,473</u>	<u>\$ 889,558,532</u>

SPECIAL ACTS ASSESSMENT ROLL:

INDUSTRIAL FACILITIES		
Real Property	3,756,200	\$ 3,342,837
Personal Property	0	0
Total	<u>\$ 3,756,200</u>	<u>\$ 3,342,837</u>

NEIGHBORHOOD ENTERPRISE ZONE		
Real Property	<u>\$ 1,840,100</u>	<u>\$ 865,172</u>

LAND BANK		
Real Property	<u>\$ 0</u>	<u>\$ 0</u>

PILT		
Real Property	<u>\$ 6,548,000</u>	<u>\$ 6,416,007</u>

OPRA		
Real Property	<u>\$ 13,158,500</u>	<u>\$ 11,497,993</u>


Total Special Acts:	<u>\$ 25,302,800</u>	<u>\$ 22,122,009</u>
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<b>GRAND TOTAL:</b>	<u><b>\$ 1,286,330,273</b></u>	<u><b>\$ 911,680,541</b></u>
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Respectfully submitted  
 BOARD OF REVIEW

  
 Chairman, Gary Stoldt

  
 Member, Mary Seely

  
 Member, Daniel Lovell

**FCM #26-013**

***Accepting the proposal from Snider Recreation, Inc., in the amount of \$50,000.00 for the purchase of outdoor fitness equipment to be installed at Knox Field. (County ARPA Funds)***

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FROM THE CITY MANAGER:

On February 18, 2026, the City of Port Huron received the following ten (10) bids for the purchase of outdoor fitness and exercise equipment to be placed at Knox Field:

Zajil LLC - Option #1 (Westland, MI)	\$37,000.00
Zajil LLC - Option #2 (Westland, MI)	\$47,000.00
Midwest Recreation Products, LLC - Option #2 (Spring Arbor, MI)	\$47,756.26
Go Outdoor Amenities (Melbourne, FL)	\$47,943.00
Sinclair Recreation (Holland, MI)	\$49,800.00
Midwest Recreation Products, LLC - Option #1 (Spring Arbor, MI)	\$50,000.00
Snider Recreation (North Royalton, OH)	\$50,000.00
D&E Landscaping - Option #3 (Richmond, MI)	\$84,333.00
D&E Landscaping - Option #2 (Richmond, MI)	\$109,675.00
D&E Landscaping - Option #1(Richmond, MI)	\$124,560.17

It is recommended that the proposal from Snider Recreation, Inc., 10139 Royalton Road, North Royalton, OH, 44133, in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) be accepted and that the appropriate City officials be authorized to execute the necessary documents.

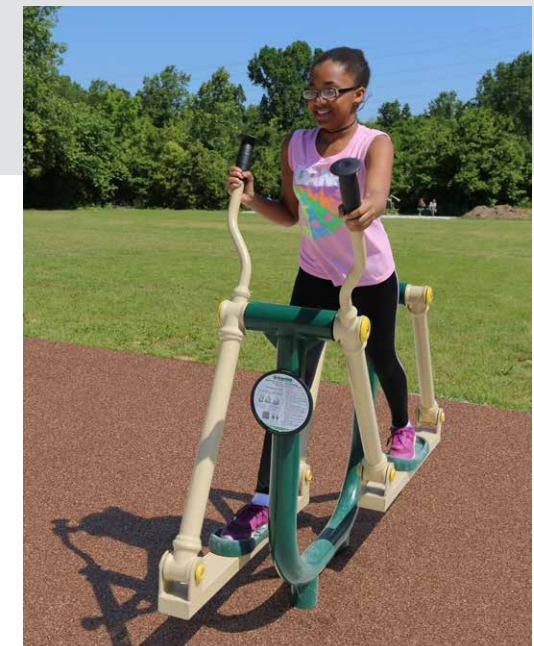
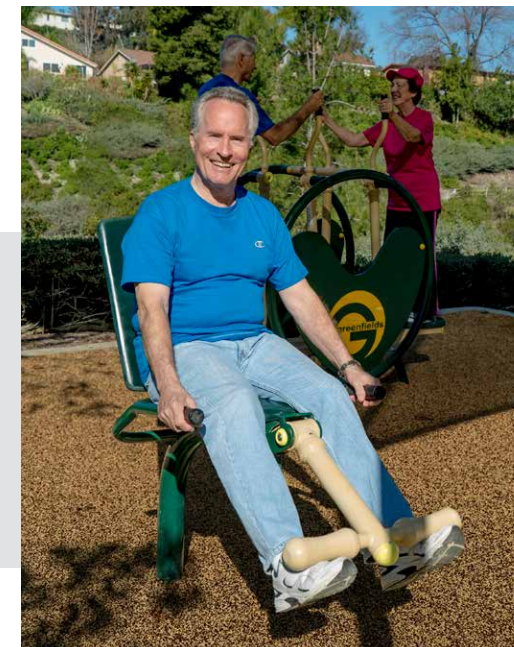
[Photo; Knox Field Fitness Equipment](#)  
[Memo; Knox Field Fitness Equipment](#)

## PROPOSED FITNESS ZONE

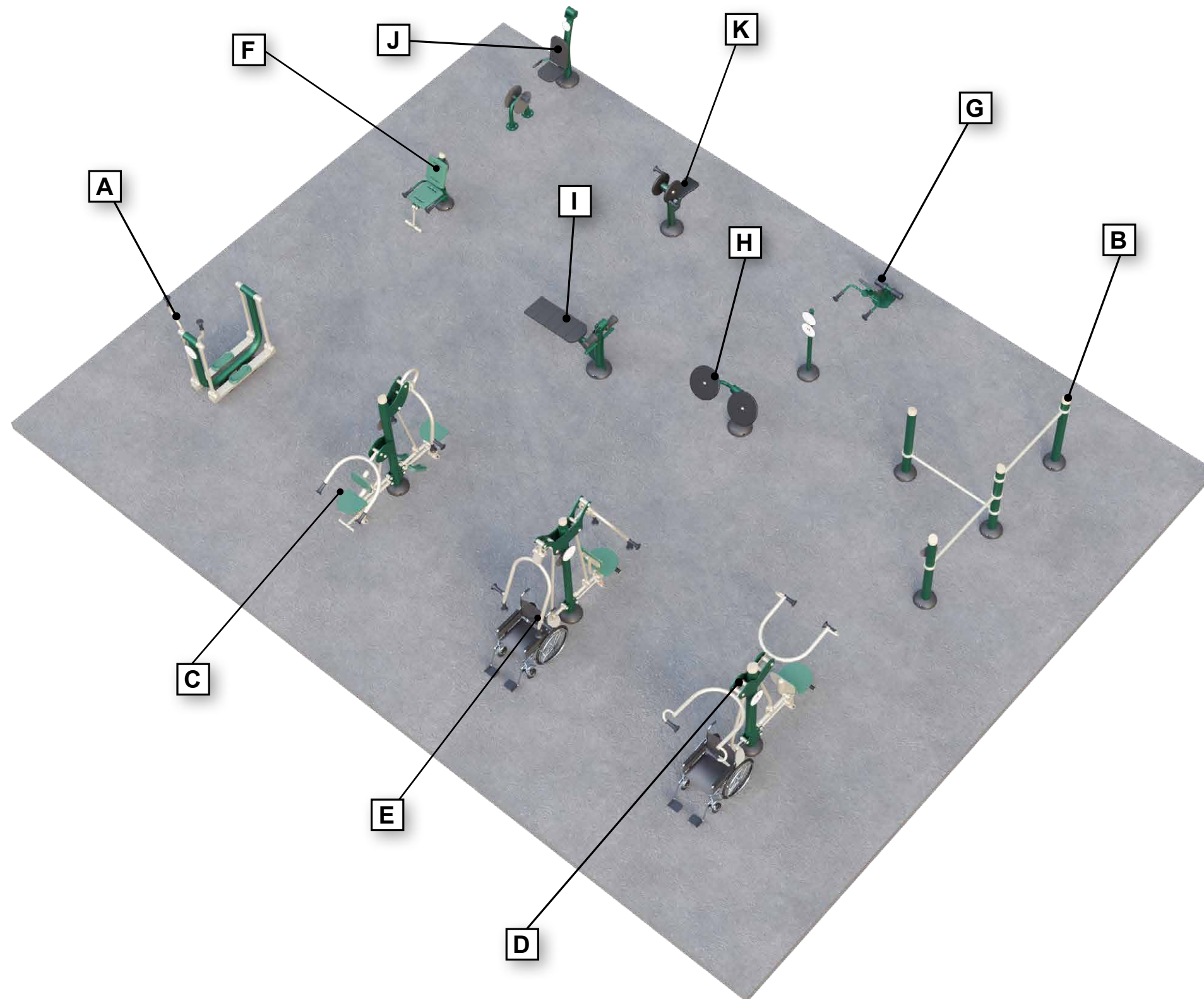
### **Lincoln Park Park**

Port Huron, MI

VERSION3 REV1 2026-01-29







### UNITS

<b>A</b>	SGR009	Single Cross-Country Ski
<b>B</b>	SGR033T	3-Person Assisted Pull-Up/Push-Up
<b>C</b>	SGR042	2-Person Back & Arms Combo
<b>D</b>	SGR048W	2-Person Accessible Lat Pull
<b>E</b>	SGR048AW	2-Person Accessible Chest Press
<b>F</b>	SGR098	Leg Extension
<b>G</b>	UBX221	Back Extension Pro
<b>H</b>	UBX222	Tai-Chi (with resistance)
<b>I</b>	UBX223	Sit-Up Bench
<b>J</b>	UBX249	Recumbent Bike (with resistance)
<b>K</b>	UBX287	Hand Cycle (with resistance)

These 11 units may serve up to 28 people at a time.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice. The equipment shown in this document is a representation only; exact product ordered and shipped may differ from designs shown. Should there be a discrepancy between items listed or depicted in this document and items listed or depicted in Greenfields' estimates and order confirmations, the information listed in estimates and order confirmations will prevail.

**Single Cross-Country Ski**  
SGR009



**3-Person Assisted Pull-Up/Push-Up**  
SGR033T



**2-Person Back & Arms Combo**  
SGR042



**2-Person Accessible Lat Pull**  
SGR048W



**2-Person Accessible Chest Press**  
SGR048AW



**Leg Extension**  
SGR098





## City of Port Huron

*Memo from City Manager James R. Freed*

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

**To:** Mayor Ashford and City Council

**Date:** March 23, 2026

**Re:** Purchase of Outdoor Exercise Equipment at Knox Field

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Mayor and Council,

The Southside Neighborhood Improvement Authority (NIA) sought qualified bidders for exercise equipment at Knox Field Park. This work will be purchased by the Southside NIA using County ARPA Funds.

The work being completed as part of this project will provide outdoor exercise equipment designed for adults and seniors, creating a safe and accessible outdoor space for community members to gather and exercise. The equipment will be ADA accessible. This installation will replace the existing outdated playscape located on the 26th Street side of Knox Field.

The project was initially considered for Lincoln Park but was ultimately relocated to Knox Field to help draw greater use to the park and to leverage the upcoming DNR grant associated with the new multi-purpose field. In addition, the Knox Field grant will fund the installation of an ADA parking space near the entrance to ensure convenient and equitable access to the new equipment.

On February 18, the City received nine proposals from five companies. The NIA Work Group evaluated the proposals and recommended this selection. The NIA then reviewed the submitted proposals and approved the proposal from Snider Recreation in the amount of \$50,000. This purchase includes the equipment only; installation is anticipated to occur later this summer.

**RES #26-030**

***Approving the agreement with Nelson Tank Engineering & Consulting, Inc., for professional engineering services for pipe painting at the Water Filtration Plant. (Water Fund)***

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WHEREAS, the City of Port Huron operates a regional Water Filtration Plant (WFP) serving approximately 55,000 people; and

WHEREAS, it is necessary to perform professional engineering services for inspecting and painting of watermain within the plant to protect the water supply piping; and

WHEREAS, in 2017, the city mailed a Request for Proposal (RFP) to five (5) consulting firms for professional engineering services for a multi-year agreement for inspection and oversight of water plant and storage tank painting projects; and

WHEREAS, Nelson Tank Engineering & Consulting, Inc., (NTEC) was the only firm to respond with a proposal; and

WHEREAS, the city entered into a multi-year agreement with NTEC who proceeded to perform quality inspection and engineering services for multiple WFP and storage tank painting projects; and

WHEREAS, NTEC recently provided inspection services at the WFP in accordance with the Clean Water Act and Michigan Department of Environment, Great Lakes, and Energy (EGLE); and

WHEREAS, the inspection identified a need for pipes to be cleaned and painted in the filter gallery, intermediate gallery, gallery B, and the high service pump area due to corrosion and pitting; and

WHEREAS, NTEC has submitted a proposal for professional engineering services for producing bidding documents and project oversight of a painting project;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby approve the agreement with Nelson Tank Engineering and Consulting, Inc., for the professional engineering services for a pipe painting project at the Water Filtration Plant and authorizes the appropriate City officials to execute the agreement.

[Agreement; NTEC WFP Pipe Painting](#)



Nelson Tank Engineering & Consulting, Inc.

16240 National Parkway
Lansing, MI 48906

PROPOSAL AND CONTRACT AGREEMENT

This agreement between the CITY OF PORT HURON (OWNER) and NELSON TANK ENGINEERING and CONSULTING, INC. (CONSULTANT) for consulting services on the WATER PLANT PIPING (PROJECT) at PORT HURON, MI is as follows:

The OWNER agrees to engage the services of the CONSULTANT for services hereinafter set forth.

- A. CONSULTANT agrees to perform services as detailed in the attached Section I.
B. OWNER agrees to pay CONSULTANT, for services rendered, the sum of Fifty-Two Thousand Six Hundred Fifty Dollars (\$52,650). Terms of Payment shall be detailed in Section II.
C. Additional services performed by CONSULTANT requested by the OWNER which are not within the proposed scope of services as defined in section I, shall be paid to the CONSULTANT in accordance with time and material fees per Section III plus reimbursable expenses.
D. The OWNER and CONSULTANT agree to the conditions as set forth in the attached General Provisions of the agreement.

This contract format shall include this cover sheet, Sections I, II, III and General Conditions. Any changes in this CONTRACT shall be made by written addendum.

Signature lines for Deb Otberg (CONSULTANT), Date (December 16, 2025), Contract Approved by CONSULTANT, Date, Contract Approved by OWNER (Title), Date, Cosignature (If Required) (Title), Date.

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

**CITY OF PORT HURON**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
James R. Freed, City Manager

\_\_\_\_\_  
Anita R. Ashford, Mayor

**APPROVED AS TO FORM:**

**ATTESTED TO:**

\_\_\_\_\_  
, City Attorney

\_\_\_\_\_  
Cyndee M. Jonseck, City Clerk

**CERTIFIED AS TO SUFFICIENCY  
OF FUNDS:**

\_\_\_\_\_  
Lee Ward, Director of Finance

Dated: \_\_\_\_\_

NOTE: This signature sheet for City of Port Huron officials is for the agreement with Nelson Tank Engineering & Consulting, Inc. for consulting services for Water Filtration Plant pipe painting.

# SECTION I

## Proposed Services and Responsibilities

### Water Plant Piping Painting and Repair

#### I. Preparation of Specifications and Contract Documents

##### A. Scope of Services Performed by the Owner

1. Provide a place for the bid opening.
2. Preside over the Bid Opening and open the bids received.
3. Review insurance certificate coverages.
4. Review Payment, Performance and Maintenance Bonds.

##### B. Scope of Services Performed by Consultant

1. Prepare Contract Documents and Technical Specifications for project to include, but not limited to, the following:
  - a. Advertisement for Bids
  - b. Information for Bidders
  - c. General Conditions
  - d. Detailed Specifications
  - e. Inspection Form
  - f. Proposal Format
  - g. Contract Agreement
2. Address all questions, written or verbal response, concerning the project that are submitted.
3. Direct mail Advertisements to Contractors who have been prior approved as capable and conscientious.
4. Assist Owner in preparation of EGLE permit.
5. Send Specifications to selected appropriate Plan rooms.
6. Review the bids submitted to the Owner and recommend award.
7. Furnish Owner and Contractor Contract Documents to complete.
8. Review Payment and Performance Bonds of selected Contractor and the Insurance Certificates. The Owner's Insurance Consultant and Attorney should also review.
9. Furnish Owner with complete Notice to Proceed to sign and forward to the Contractor.

## **II. Project Administration**

- A. Attend and preside over pre-bid meeting.
- B. Attend and preside over preconstruction meeting.
- C. Attend and preside over progress meeting.
- D. Review material submittals.
- E. Review claims and change order requests.
- F. Prepare change order documents if applicable.
- G. Issue inspection reports in PDF format.
- H. Review pay applications and prepare documents for signature.
- I. Review final submittal documents.

## **III. Critical Phase Inspection Services**

- A. Forty visits to review abrasive blast cleaning for thoroughness, surface profile, and compliance with specification, prior to application of the primer coat. Record and review all materials delivered to the site for specification compliance.
- B. Three visits to review the primer coat for uniformity, coverage, and dry film thickness, prior to application of the intermediate coat.
- C. Three visits to review the intermediate coat uniformity, coverage and dry film thickness prior to application of the topcoat.
- D. Three visits to review the topcoat for uniformity, coverage and dry film thickness for compliance with specification. Examine the overall project for possible damage caused by equipment removal.
- E. One visit to finalize the project, to review items in the contract specification for completion. To review the quality of workmanship for contract requirements.

## **IV. Miscellaneous Provisions**

- A. All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Owner for any other endeavor without the written consent of the Consultant.
- B. Inspection reports shall detail work completed, report progress, provide test results and prepare punch list for incomplete work.
- C. Consultant shall provide review and recommendations for pay requests submitted by Contractor.
- D. Consultant shall provide only inspection visits as described above unless otherwise directed by Owner.
- E. Consultant shall endeavor to observe Contractor's corrections of deficiencies or punch list items concurrently with regularly scheduled inspection visits. Additional visits, beyond the final inspection, required observing Contractor's corrections of deficiencies or punch list items shall be assessed per Section II. Payment to the Contractor shall be reduced to cover the cost of additional inspection services when deemed appropriate.

## SECTION II

### Proposed Service Fees

#### Water Plant Piping Painting and Repair

1. Payment for preparation of specifications and contract documents shall be the lump sum fee of \$6,500.
2. Payment for project administration shall be \$4,650 in accordance the following:

Pre-bid meeting:	1@\$750/meeting	\$ 750.
Precon meeting:	1@\$750/meeting	\$ 750.
Progress meeting	1@\$750/meeting	\$ 750.
Project administration	16 hrs@\$150/hr	\$2,400.
3. Payment for Inspection Services shall be \$41,500. Inspection fees shall be lump sum for each individual site visit. Payment shall be an \$830 per visit fee with 50 visits detailed in Section I.
4. Requests for Professional services not included in the original scope of work, Section I, shall be assessed at time and material fees per Section III.
5. Invoices shall include all work performed during the month. The invoice will start on the beginning of each month and will close on the end of each month. Partial payment requests may be allowed if approved by the Owner. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney fees.

## SECTION III

### Additional Service Fees

<b>LABOR CLASS</b>	<b>Per Hour (\$)</b>
Project Manager	150
Registered Professional Engineer	150
Project Engineer	120
Inspector AMPP Certified	90
Inspector AWS Certified	90
Inspector	85
Secretarial Services	70
Modeling or CAD	150
<b>EXPENSES</b>	<b>Unit Cost (\$)</b>
Mileage Commercial	1.20/mile
Mileage Truck	2.50/mile
Meals & Lodging	170/diem
Air Travel	Business class
Car Rental	Full size auto
<b>LABORATORY TESTING</b>	<b>Unit Cost (\$)</b>
Paint lead swab test	40
Paint sample (3 metals)	160
Background soil (Total lead)	60

**NELSON TANK ENGINEERING AND CONSULTING, INC.**  
**AGREEMENT**

**General Conditions**

(Owner Document)

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**I. BASIC PROVISIONS**

- A) The parties agree to deliver all executed documents upon signing of the Services Agreement.
- B) The Owner agrees to furnish Consultant with sufficient copies of all documentation necessary to contract for the work to be completed according to the Services Agreement.
- C) All times provided for in the Services Agreement shall commence upon the dates specified therein. Consultant shall commence work upon execution of the Services Agreement.
- D) Consultant shall verify all physical data, measurements and other information prior to the commencement of work and report any ambiguities, errors, conflicts or discrepancies to Owner. Consultant shall not be liable to the Owner for failure to report any such ambiguities, discrepancies, errors or conflicts unless Consultant knew or should have reasonably known of the same.
- E) Upon request and within a reasonable time of the execution of the Services Agreement, Consultant agrees to provide Owner with Certificates of Insurance or any other evidence of insurance as may be required. At this time, a preliminary conference with Owner shall be held if either party has unclarified questions or ambiguities with regard to the discharge of the Services Agreement.
- F) The parties intend that the Services Agreement along with all collateral documents thereto including this Schedule of General Provisions shall constitute all of the contract documents between the parties for the services to be rendered. It is the intention of the parties to adopt all business practices, trade customs and technical definitions as used in the construction industry pertaining to facilities in the interpretation of the Agreement. All ambiguities raised by either party to the Agreement shall be subject to interpretation in writing agreed to by the parties or as settled by mediation as provided herein.
- G) The Agreement and all collateral documents may be amended, supplemented, revised or deleted only by written document entered into by the parties which will include change orders as provided herein.

**II. MATTERS PERTAINING TO THE AVAILABILITY OF OWNER'S FACILITIES**

- A) The Owner shall furnish Consultant with unencumbered access to the facility as described in the Services Agreement along with all documentation deemed reasonably necessary by the Consultant as a condition precedent for the performance of Consultant's services.
- B) The Consultant may rely upon the technical information and physical data provided by the Owner with regard to the specifications, characteristics, dimensions and condition of the facility and other assets upon which the Consultant has been retained to work.
- C) Consultant may rely upon the technical information provided by the Owner in performing its services and shall not be responsible for errors based upon incomplete or erroneous data supplied by the Owner. If Consultant discovers any defects in the performance of services contracted for by the Services Agreement, Owner agrees to issue any necessary change orders providing for such additional work as necessary to correct the defect in question and to authorize payment for any and all additional services or material required by the Consultant to complete Consultant's services.
- D) Defects undiscovered by Consultant when estimating the work to be done under the Services Agreement, shall be called to the Owner's notice immediately upon discovery. Owner shall be responsible for the safety and protection of the Consultant with regard to any such unsafe conditions that exist with regard to the facility.

**III. INSURANCE**

- A) Consultant shall purchase and maintain such liability and other insurance as is appropriate for the services being rendered and furnished and will provide protection from claims which may arise out of Consultant's performance and furnishing of services and Consultant's other obligations under the Services Agreement whether to be performed by Consultant, subcontractor, or supplier or by anyone directly or indirectly contracted for or employed by them.
- B) Owner shall purchase and maintain such property, liability and other insurance as appropriate for risks attendant to the property upon which Consultant shall perform services and Owner shall make available for Consultant's

inspection Certificates evidencing such coverage extending to Consultant, subcontractors and suppliers and include coverage for the respective officers and employees of such parties.

- C) All insurance coverages required by these general conditions shall be for not less than limits of liability required by the Services Agreement or the laws and regulations of the State of Michigan or the federal government. All insurance contracts identified to this Agreement shall contain provisions or endorsements that coverage shall not be canceled, materially changed or renewal refused without at least thirty (30) days prior written notice to the Owner and Consultant and to any other insured to whom a Certificate of Insurance has been issued.

D) Insurance Requirements (CITY OF PORT HURON):

The Contractor shall provide the City, at the time the contracts are returned for execution by the City, proof of insurance coverage on AIA Document G705 or Accord Form 25-S. The City will review all coverages to ensure they shall be with insurance companies licensed and “admitted” to do business in the State of Michigan, and acceptable to the City of Port Huron. All insurance shall be with carriers which has a minimum Best’s Insurance Reports rating of A+ (Superior) or A or A- ((Excellent). Upon acceptance of the proof of coverage by the City, documents will be executed by the City. If any of the required coverages expire during the term of this Contract, the Contractor shall deliver renewal certificates to the City of Port Huron at least ten (10) days prior to the expiration date. Proof of coverage shall include:

- (1) An original certificate of coverage of Contractor’s Workmen’s Compensation.
- (2) An original certificate of coverage of Contractor’s Commercial General Liability.
- (3) An original certificate of coverage of the Contractor Motor Vehicle Liability Insurance.
- (4) An original certificate of coverage of the Contractor’s Excess Liability Insurance

E) Insurance:

- (1) The Contractor shall not commence work or continue work, nor shall the Contractor allow any subcontractor to commence or continue to work under this Contract, until all insurance policies or certificates of insurance required under this paragraph have been submitted to the City and approved by the City. The Contractor shall either (1) require each of his subcontractors to procure and maintain during the life of his subcontract, Statutory Workmen’s Compensation Insurance, Comprehensive Automobile Liability Policy of the types and in the amounts specified for the Contractor, or (2) insure the activities of his subcontractors in his own policies. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Port Huron.
- (2) Liability limits over \$1,000,000 per occurrence may be obtained by providing Excess Liability (Umbrella) coverage in addition to the General Liability Coverage.
- (3) Coverage must be provided by insurance carriers licensed to do business in Michigan and rated not less than A by A.M. Best.
- (4) The requirements below should not be interpreted to limit the liability of the Contractor.

F) Workmen’s Compensation Insurance:

The Contractor shall procure and maintain during the life of this contract, Workmen’s Compensation Insurance, including Employer’s Liability coverage in accordance with all applicable statues of the State of Michigan.

G) Commercial General Liability Insurance:

- (1) The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- (2) Limits of liability shall be in an amount of not less than that listed above, unless stated otherwise.
- (3) The Bidders’ Commercial General Liability Insurance shall not contain any restrictions or endorsements amending coverage for potential liability arising out of water/sewer backup.

H) Motor Vehicle Liability Insurance:

- (1) The Contractor shall procure and maintain during the life of this Contract, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- (2) Limits of liability shall be in amount of not less than that listed above, unless stated otherwise.

I) Additional Insured:

- (1) Commercial General Liability and Motor Vehicle Liability Insurance coverage as described above shall include an endorsement naming the following as Additional Insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor: the City of Port Huron, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members including employees and volunteers, consulting engineer, testing, staking and resident project representatives thereof.
- (2) This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing, or excess.
- (3) In lieu of required endorsements, a copy of the policy section(s) where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned shall be furnished if so requested.

J) Proof of Insurance Coverage:

- (1) The Certificate Holder for proof of coverage shall be the City of Port Huron, Engineering Division.
- (2) Workers Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following: Thirty (30) days advance written notice of cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:  
Amanda Huddas, PE, Water/Wastewater Manager  
City of Port Huron, Engineering Division  
100 McMorran Boulevard  
Port Huron, Michigan 48060

K) No Waiver of Claim:

Neither the acceptance of the whole or part of the work by the City or the Engineer or any of the agents of the City, nor any order, measurement or certificate by the Engineer, nor any orders by the City of its agents for the payment of money, nor any payment of money, nor any extension of time, nor any possession taken by the City or its agents, shall operate as a waiver for any portion of the contract or for any power therein reserved to the City or for any right to damages therein provided; nor shall any waiver of any breach of the contract be held to be a waiver of any other or subsequent breach.

**IV. CONSULTANT'S RESPONSIBILITIES**

- A) Consultant shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession to perform in accordance with the Services Agreement. Consultant shall be solely responsible for the means, methods, techniques, materials used, and procedures applied in fulfilling its services and shall be solely responsible for the appointment of individuals responsible for the performance of the services contracted for by the Services Agreement.
- B) Unless specified elsewhere to the contrary, Consultant shall furnish, be compensated for, and assume all responsibility for all materials, equipment, labor, transportation, equipment and other facilities necessary for the furnishing, performing, testing and completion of the services contracted for by the Services Agreement.
- C) Consultant shall adhere to the time schedule for completion of the Services Agreement advising Owner of any alterations necessary in the performance of such schedule and procure the Owner's written agreement, which shall not be unreasonably withheld with regard to any such changes.
- D) If, during the course of providing services in accordance with this Services Agreement, Consultant determines that other or equal material or procedures will accomplish the work contracted for by this Agreement, Consultant shall notify the Owner or its appropriate representatives following established change order procedures, if appropriate, and such substitution shall be approved by the Owner's representative unless clear and convincing evidence is shown that the Consultant's basis for substitution is wrong. In such case, if the Consultant continues to adhere to it's decision with regard to the above mentioned substitution and the Owner's representative refuses to approve a change order for the same, if necessary, Consultant may seek alternative dispute resolution of the issue as provided herein by mediation if the same will not substantially protract the time necessary for the completion of the rendition of services.

- E) If, in the performance of Consultant's services, other subcontractors or suppliers must be utilized, Consultant shall provide Owner with the identity of any proposed subcontractor or supplier. Consultant refuses to deal with any subcontractor or supplier against whom the Owner has made reasonable objection. If such subcontractor or supplier is rejected by the Owner and Consultant has made diligent inquiry as to an acceptable substitute but is unable to substitute for the objected subcontractor or supplier, Owner agrees to adjust the contract price as necessary for the hiring of replacement subcontractor or supplier.
- F) Owner with Consultant's assistance, shall obtain and pay for all permits and licenses, other governmental charges and inspection fees necessary for the completion of the services contracted for by this Services Agreement. This provision shall not be applied to relieve owner of its obligation for the payment of any costs the Owner has assumed by the Services Agreement.
- G) Consultant shall give notices and comply with laws and regulations concerning the performance of services contracted for by this Service Agreement. If Consultant knows the performance of services shall be in violation of law or regulation, the Consultant shall bear all claims, costs, losses and damages caused by Consultant's actions. Otherwise, Owner shall be responsible for any and all costs, claims, losses or other obligations arising from the inspection, ownership and maintenance of the facility.
- H) It shall be Consultant's responsibility to confine its activities to the premises on which the inspection services are rendered. After the rendition of services, Consultant agrees to remove all of its tools, appliances, equipment, machinery and surplus materials. The site shall be left clean and ready for use by the Owner after the completion of the rendition of services contracted for by the Services Agreement.
- I) Consultant agrees that if any dispute should arise under the terms of this Services Agreement which is submitted to mediation, Consultant shall carry on with the rendition of services and adhere to the time schedule established for the completion of performance of services during all disputes or disagreements with the Owner. No services shall be delayed or postponed pending resolution of any dispute or disagreement except as otherwise permitted in accordance with these general conditions or as agreed to in writing with the Owner.
- J) Consultant agrees to indemnify and hold harmless Owner and its officials, officers, Directors and employees to the fullest extent permitted by law from and against claims, costs, losses and damages (including reasonable legal fees and charges of other professional and all other dispute resolution costs) caused by or arising out of or resulting from the performance of the services rendered by Consultant incident to this Services Agreement provided that any such claim, cost, loss or damage is attributable to the negligent act, error or omission of the Consultant, subcontractor or supplier; provided, comparative negligence shall be taken into account in measuring Consultant's liability for damages hereunder.

## **V. OWNER'S RESPONSIBILITIES**

- A) The Owner shall not supervise, direct or have control or authority over nor be responsible for Consultant's means, methods, techniques, or procedures of rendering services or for the safety precautions and programs incident thereto or for any failure of the Consultant to comply with laws and regulations applicable to the furnishing of performance of the services contracted for by this Services Agreement. Owner will not be responsible for Consultant's failure to perform or furnish the services in accordance with this Services Agreement. The Owner shall be responsible for providing a safe and hazard-free site upon which Consultant may perform its services.
- B) Owner represents that the authorized governing authorities of Owner have taken all steps necessary to approve the Services Agreement and to furnish Consultant with reasonable evidence of financial responsibility for the satisfaction of its payment obligation under the Services Agreement and that Consultant shall be paid in full for the rendition of services in accordance with the terms of the Services Agreement.
- C) Owner shall take no action to impede Consultant's rendition of services in accordance with this Services Agreement and has taken all steps necessary to coordinate the services and work performed on the site so as to not impair Consultant's ability to render services. To this end, Owner has designated its representative in dealing with Consultant who has full and complete authority to bind and represent the Owner with regard to any and all decisions necessary in the fulfillment of the Services Agreement. If no such representative has been designated, the designated representative of the Owner shall be any of its officers or its chief elected official.

## **VI. CHANGES IN WORK**

- A) Within the parameters of services to be rendered by Consultant, Owner may, at any time or from time to time, order additions, deletions or revisions to the services to be rendered by Consultant; provided, Owner and Consultant have agreed to compensation for the same.
- B) Such additions, deletions or revisions will be authorized by written amendment or change order signed by the Owner's representative and acknowledged in writing by the Consultant. Upon receipt of any such acknowledged change order, Consultant shall promptly proceed with the services involved which will be performed under the applicable conditions of the contract documents except as amended.
- C) If the Owner and Consultant are unable to agree as to the extent, if any, of an adjustment in the contract price or an adjustment of the contract terms, allowed as a result of a change order or otherwise, Consultant agrees to

continue and the Owner agrees to abide by the terms of the contract provided the parties mutually agree to submit the disagreement to mediation as provided for herein.

## **VII. PAYMENTS TO CONSULTANT AND COMPLETION**

- A) Consultant shall be paid in accordance with the provisions of Section II of the Services Agreement provided that if there is a dispute as to the services rendered, Owner shall pay for all services rendered for which objection may not be reasonably made and provide Consultant with an accounting of those services performed for which objection is made and the basis therefore.
- B) Such dispute shall be submitted to mediation if the parties cannot otherwise agree to its disposition.
- C) Consultant acknowledges that title to all materials and equipment covered by any payment from Owner to Consultant whether incorporated in the services rendered or not will pass to the Owner no later than the time of payment as specified in Section II of the Services Agreement free and clear of all liens.

## **VIII. TERMINATION OR SUSPENSION OF SERVICES**

- A) The Owner may suspend services by the Consultant at any time and without cause provided Consultant has been paid to date for services rendered under the Services Agreement. Any resumption of services authorized by the Owner shall only be in accordance with terms, conditions and contract price as agreeable by Consultant.
- B) Consultant may cease rendering services under this Services Agreement if, through no act or fault of the Consultant, the performance of services under the Agreement has been materially impaired in which case Consultant may refrain from rendering additional services until satisfactory payment for services rendered and to be rendered has been made by the Owner and the impairment has been corrected.
- C) If, prior to the rendition of services under the Services Agreement, conditions materially change through the application of force majeure, the Consultant's obligation for the performance of services by the Owner's obligation for the payment for same may be excused.

## **IX. DISPUTE RESOLUTION**

- A) The Owner and Consultant agree that should any dispute arise between them with regard to any term and/or condition of the Services Agreement, the parties mutually consent to mediation before either party commences litigation. Any statute of limitations applying to any claims by either party will tolled while the parties are engaged in the mediation process.

## **X. MISCELLANEOUS**

- A) The Services Agreement shall be binding upon and inure to the benefit of the successors, representatives and assigns of the parties hereto; provided, that due to the personal services nature of the Agreement, it shall not be subject to assignment by the Consultant.
- B) Any notice required in accordance with the terms of this Agreement shall be effective and binding if made to the parties at their last business address known to the giver of the notice.
- C) The duties and obligations imposed by these general conditions and the rights and remedies available hereunder to the parties hereto, are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by law or regulation.

## **XI. SAFETY**

- A) Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at the construction site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance the contract documents and any health or safety precautions required by any regulatory agencies.
- B) The Consultant and its personnel have no authority to exercise any control over the Contractor or its employees in connection with their work or any health and safety programs or procedures.
- C) The Owner agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Owner's contract with the General Contractor.

**RES #26-031**

***Authorizing the submission of a grant application under the Fiscal Year 2027 Appropriation Program in the amount of \$6,500,000 with a local match of \$545,140 for a total project cost of \$7,045,140 regarding the necessary renovations and stabilization of the Black River Canal to reduce or mitigate risks from natural hazards, disasters, flooding, erosion and watershed protection.***

WHEREAS, the Black River Canal is a regional economic driver for tourism and recreation, and serves as an important watershed and environmental system; and

WHEREAS, the Black River Canal directly connects the Black River with Lake Huron and is vulnerable to seasonal storms, lake level adjustments, ice dams and flooding; and

WHEREAS, the Black River Canal's Tainter gate system is designed to offer pre-disaster mitigation measures that reduce the risk of natural hazards, disasters, flooding, erosion, and increase watershed protection; and

WHEREAS, the Black River Canal's Tainter gate was destroyed, as well as the canal shorelines eroded during a winter storm; and

WHEREAS, the City has recently completed Phase I – the installation of a temporary cofferdam to offer minimal protection at a cost of \$255,000; and

WHEREAS, the Project's Phase II – design and fabrication of a new tainter gate and lifting mechanism and Phase III – shoreline stabilization and erosion control to avoid collapse of the canal banks, have been estimated to cost approximately \$7,045,140; and

WHEREAS, the City has the ability to contribute a local match of \$545,140 towards the cost, it does not have the financial capacity to complete the work without assistance;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby support and authorizes the City administration to submit an application under the Fiscal Year 2027 Congressionally Directed Spending (CDS) Appropriations Program for consideration of a grant in the amount of \$6,500,000 combined with a local match of \$545,140 for an anticipated total project cost of \$7,045,140 to install a new tainter gate and lift mechanism, shoreline stabilization and erosion control to mitigate potential disasters and avoid local flooding or collapse of the Black River Canal; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to provide information, execute documents or enter into agreements as necessary regarding the grant proposal and potential award of funds.

**RES #26-032**

**Authorizing the submission of a grant application under the Fiscal Year 2027 Appropriations Program in the amount of \$2,250,000 with a local match of \$250,000 for a total project cost of \$2,500,000 regarding the purchase of an Aerial Tower Fire Apparatus to provide lifesaving response and disaster mitigation measures to the City of Port Huron and surrounding communities.**

WHEREAS, the Port Huron Fire Department is an accredited agency that provides immediate response to life threatening situations and mitigates hazardous events; and

WHEREAS, the City of Port Huron is the County seat, the Port Huron Fire Department has mutual-aid agreements with adjacent jurisdictions and is the primary responder for incidents on the Blue Water International Bridge, a major border crossing with Canada that includes transport of hazardous materials; and

WHEREAS, the City 's residential and commercial sites include several multi-storied structures that may only be assisted with an aerial ladder fire truck; and

WHEREAS, the City of Port Huron's existing aerial tower fire truck is over fourteen years old and has ongoing maintenance and reliability issues; and

WHEREAS, the City has obtained a cost estimate for a new apparatus with a 100 foot aerial platform and related modern equipment in the range of \$2,500,000; and

WHEREAS, the City has the ability to contribute a local match of \$250,000 towards the project cost, it does not have the financial capability to purchase the apparatus without assistance;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby support and authorizes the City administration to submit an application under the Fiscal Year 2027 Congressionally Directed Spending (CDS) Appropriations Program requesting consideration of a grant in the amount of \$2,250,000 combined with a local match of \$250,000 for anticipated total project of \$2,500,000 to purchase an aerial tower fire apparatus and related equipment; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to provide information, execute documents or enter into agreements as necessary regarding th grant proposal and potential award of funds.

**RES #26-033**

***Approving the First Amendment to the Communications Site Lease Agreement with PTI US Towers II, LLC, to lease space at the Riverside Boat Launch for a cellular telephone antennae.***

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WHEREAS, at the November 4, 2008 election, the City of Port Huron voters approved leasing space at the Riverside Boat Launch for the location of a cellular telephone antennae; and

WHEREAS, the City of Port Huron previously entered into a lease agreement with Metro PCS Michigan, Inc., for the placement of a cellular telephone communication tower on City property located at 1906 Mansfield Street (Riverside Boat Launch); and

WHEREAS, the lease with Metro PCS Michigan, Inc., has since been assigned to PTI US Towers II, LLC; and

WHEREAS, the City of Port Huron and PTI US Towers II, LLC, desire to amend the agreement under the terms set forth in the attached First Amendment to the Communication Site Lease Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby approve the attached First Amendment to the Communications Site Lease Agreement with PTI US Towers II, LLC, and authorizes the appropriate City Officials are authorized to execute said agreement.

[Amendment; Riverside Boat Launch Cell Tower.pdf](#)

## FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (“*First Amendment*”) is dated as of this \_\_\_\_ day of March, 2026 (“*Effective Date*”), by and between City of Port Huron, a Michigan municipal corporation (“*Landlord*”), and PTI US Towers II, LLC, a Delaware limited liability company (“*Tenant*”). Landlord and Tenant are herein collectively referred to as the “*Parties*”. Any capitalized terms used in this First Amendment shall, unless otherwise defined or the context otherwise requires, have the meaning given in the Lease (as hereinafter defined).

WHEREAS, the Parties and/or the Parties’ respective predecessors-in-interest are parties to that certain Communications Site Lease Agreement dated February 9, 2009 (the “*Lease*”); and

WHEREAS, Landlord and Tenant now wish to further amend the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to the following:

1. **Ratification.** Landlord and Tenant hereby ratify, confirm, and adopt the terms and conditions of the Lease as amended herein, and further acknowledge and agree that the Lease is in full force and effect, and neither Landlord nor Tenant, as of the Effective Date, is in breach under the terms of the Lease including payment of Rent.
2. **Rent Reduction.** Current Rent is Two Thousand Two Hundred Forty-Six and 57/100 Dollars (\$2,246.57). Upon the Effective Date, Landlord and Tenant agree that Rent shall be reduced to Two Thousand Two Hundred and 00/100 Dollars (\$2,200.00), and said amount shall constitute Rent as defined within the Lease through the remainder of all terms and renewal terms of the Lease.
3. **Rent Escalation Reduction.** Rent due pursuant to the Lease will be increased on each anniversary of the Commencement Date (as defined in the Lease) to an amount equal to the amount of the monthly installment of Rent payable during the preceding year increased by two percent (2.00%).
4. **Additional Renewal Terms.** Landlord grants to Tenant four (4) additional and successive five-year renewal terms (each an “*Additional Renewal Term*” and collectively the “*Additional Renewal Terms*”).
5. **Signing Bonus.** As consideration for Landlord’s prompt execution of this First Amendment, and conditioned upon Landlord’s signature on or before March 20, 2026, Tenant shall pay to Landlord a onetime signing bonus in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) within sixty (60) days of the Effective Date of this First Amendment.
6. **Miscellaneous.** The unenforceability, invalidity or illegality of any provision of this First

Amendment shall not render any other provision unenforceable, invalid or illegal. All of the terms and conditions of this First Amendment shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective legal representatives, successors and assigns. Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. Upon request by Tenant, the Parties shall execute a Memorandum of Lease and such Memorandum may be recorded in place of the Lease by Tenant. This First Amendment may be executed in counterparts and any party may execute any counterpart, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same document. In the event of any conflict or inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall govern and control. Except as modified by this First Amendment, the terms and conditions of the Lease remain unmodified and are in full force and effect.

## 7. **Warranties and Representations.**

- a. Landlord has all requisite power and authority to execute this First Amendment, to enable Landlord to execute and deliver this First Amendment, and to perform Landlord's obligations under this First Amendment. The execution, delivery and performance by Landlord of this First Amendment has been duly authorized by all requisite action on the part of Landlord. The execution and delivery by Landlord of this First Amendment will not conflict with, or result in a breach or violation of, or constitute a default under any agreement of Landlord relating to indebtedness for money borrowed or, to the best of Landlord's knowledge, will not conflict with, or result in a breach or violation of, or constitute a default under any applicable law.
- b. There are no legal actions, orders or stipulations of or by any authority, pending or, to the best of Landlord's knowledge, threatened at law, in equity or before any authority against Landlord or the Property or relating to the ownership of the Property or would reasonably be expected to impair Landlord's ability to consummate the transactions contemplated by this First Amendment or perform its obligations under this First Amendment.
- c. Landlord owns good and marketable fee simple title to the Premises, free and clear of all Liens (as defined below) and encumbrances. Landlord alone has full right to grant access to the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of the Lease. As used herein, the term "Lien" means any of the following: mortgage; lien (statutory or other); or other security agreement, arrangement or interest; pledge; assignment; charge; attachment; garnishment; encumbrance (including any easement, exception, reservation or limitation, right of way, and the like); conditional sale; title retention; preemptive or similar right; any financing lease; the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction; restriction on sale, transfer, assignment, disposition or other

alienation; or any option, equity, claim or right of or obligation to, any other person, of whatever kind and character.

**{Remainder of page intentionally blank / signature page to follow}**

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**TENANT:**

**LANDLORD:**

**PTI US TOWERS II, LLC**  
a Delaware limited liability company

**CITY OF PORT HURON**  
a Michigan municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**RES #26-034**

***Approving the Option and Lease Agreement with New Cingular Wireless PCS, LLC, to lease space located at 2215 Stone Street for the purpose of installing, operating, and maintaining a communication facility.***

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WHEREAS, New Cingular Wireless PCS, LLC, has expressed their desire to locate a communication facility on property owned by the City of Port Huron; and

WHEREAS, an Option and Lease Agreement has been negotiated with New Cingular Wireless PCS, LLC, to lease a certain portion of the property located at 2215 Stone Street containing approximately 2500 square feet including the air space above such ground space for the placement of a Communication Facility;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby approve the attached Option and Lease Agreement with New Cingular Wireless PCS, LLC, and authorizes the appropriate City Officials are authorized to execute said agreement.

[Option and Lease Agreement; New Cingular Wireless PCS, LLC.docx](#)

Market: DETROIT  
Cell Site Number: MI1664  
Cell Site Name: MI1664 PORT HURON  
Search Ring Name: MI1664 PORT HURON  
Fixed Asset Number: 12908115

## OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by City of Port Huron, a municipal corporation, having a mailing address of 100 McMorran Blvd. Port Huron, MI 48060 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (“**Tenant**”).

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 2215 Stone Street, Port Huron, in the County of St. Clair, State of Michigan, 48060 (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the “**Option**”) to lease a certain portion of the Property containing approximately 2500 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant’s control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of five hundred and No/100 Dollars (\$500.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the “**Initial Option Term**”) which term may be renewed by Tenant for an additional one (1) year (the “**Renewal Option Term**”) upon written notification to Landlord and the payment of an additional five hundred and No/100 Dollars (\$500.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the “**Option Term.**”

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall immediately

be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate, and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

**2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use Landlord's contiguous, adjoining or surrounding property ( the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

### 3. TERM.

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of the Option (the “**Term Commencement Date**”). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for seventeen (17) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the “**Term.**”

### 4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, one thousand seven hundred and fifty No/100 Dollars (\$1,750.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by ten percent (10%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

### 5. APPROVALS.

(a) Landlord agrees that Tenant’s ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant’s ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 05 of this Agreement after the applicable cure periods;
- (b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;
- (c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;
- (d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or
- (e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 08 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

- (a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
- (b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.
- (c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.
- (d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

- (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable

to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

## **10. WARRANTIES.**

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

## **11. ENVIRONMENTAL.**

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any

Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 01 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 0(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord

has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

**17. NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant:                   New Cingular Wireless PCS, LLC  
  Attn: Network Real Estate Administration  
  Re: Cell Site #: MI1664; Cell Site Name: Port Huron (MI)  
  Fixed Asset #: 12908115  
  1025 Lenox Blvd NE, 3<sup>rd</sup> Floor  
  Atlanta, Georgia 30319

With a copy to:                New Cingular Wireless PCS, LLC  
  Attn.: Legal Dept – Network Operations  
  Re: Cell Site #:MI1664; Cell Site Name: Port Huron (MI)  
  Fixed Asset #: 12908115  
  208 S. Akard Street  
  Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:                City of Port Huron  
  100 McMorran Blvd.  
  Port Huron, MI 48060

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which

termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.**

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other

proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. SALE OF PROPERTY.**

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 2222(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's

prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RIGHT OF FIRST REFUSAL.** Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises (“Offer”), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“Laws”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and

accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys’ fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

**[SIGNATURES APPEAR ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the Effective Date.

**“LANDLORD”**

Witnessed by:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

City of Port Huron,  
a Municipal corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**“TENANT”**

Witnessed by:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: \_\_\_\_\_

Print Name: Amy Medina

Its: Sr. Tech Project Manager

Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Terry Lundquist, Sr. Tech Project Manager of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

Serial No.: \_\_\_\_\_

[NOTARIAL SEAL]

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

Serial No.: \_\_\_\_\_

[NOTARIAL SEAL]

**EXHIBIT 1**

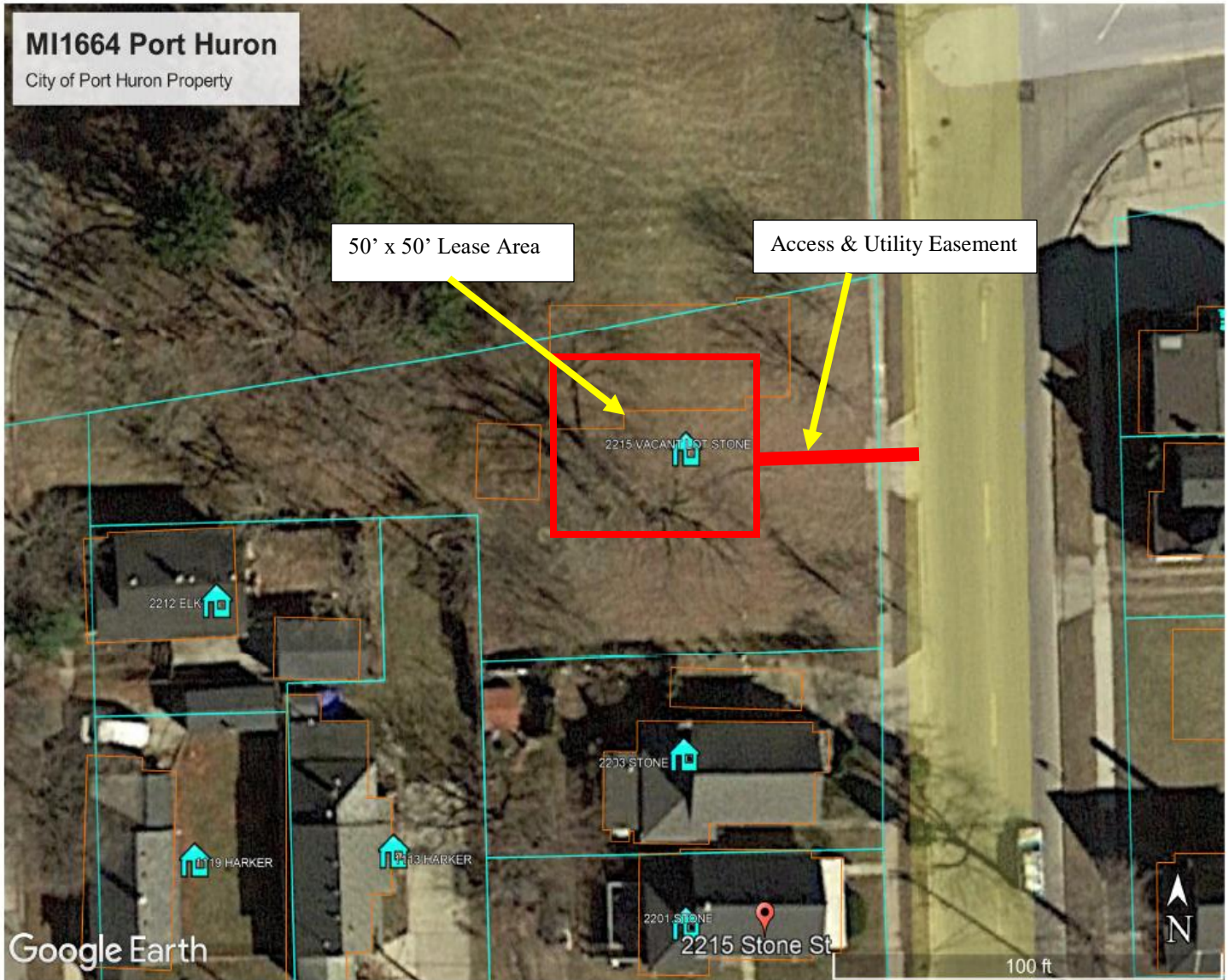
**DESCRIPTION OF PROPERTY AND PREMISES**

Page 1 of 2

to the Land Lease Agreement dated \_\_\_\_\_, 2023, by and between City of Port Huron, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:



**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

1.

**EXHIBIT 10(b)**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“Agreement”)**, dated as of the date below, between [Insert Mortgagee's Name] having its principal office at [Insert Mortgagee's Address], (hereinafter called “**Mortgagee**”) and [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (“**Tenant**”).

**RECITALS:**

- A. Tenant has entered into a certain Option and Lease Agreement dated [Insert Date], 20 , (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the “**Premises**”); and
- B. Landlord has given to Mortgagee a mortgage (the “**Mortgage**”) upon property having a street address of [Insert Address], being identified as Lot in Block in the of [Insert City], [Insert County] County, State of [Insert State] (“**Property**”), a part of which Property contains the Premises; and
- C. The Mortgage on the Property is in the original principal sum of [Spell Out Dollar Amount](\$ ) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] (“**Mortgage**”); and
- D. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant’s trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant’s right to possession of the Premises and any of Tenant’s other rights under the Lease in the exercise of Mortgagee’s rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and

Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the last signature date below.

**LANDLORD:** [Insert Landlord's Name]  
[Insert Jurisdictional State, and Entity Type]

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**TENANT:** New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**MORTGAGEE:** [Insert Mortgagee's Name] ,

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**ACKNOWLEDGEMENTS**

**LANDLORD**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

Serial No.: \_\_\_\_\_

[NOTARIAL SEAL]

**TENANT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

Serial No.: \_\_\_\_\_

[NOTARIAL SEAL]

**MORTGAGEE**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

Serial No.: \_\_\_\_\_

[NOTARIAL SEAL]

**EXHIBIT 1**  
**DESCRIPTION OF PROPERTY AND PREMISES**

The Property is legally described as follows:

The Premises is legally described as follows:

**EXHIBIT 11**

**ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

*[INSERT AS APPLICABLE]*

**EXHIBIT 12**  
**STANDARD ACCESS LETTER**  
[FOLLOWS ON NEXT PAGE]

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff  
[Landlord, Lessee, Licensee]  
[Street Address]  
[City, State, Zip]

Re: Authorized Access granted to [ ]

Dear Building and Security Staff,

Please be advised that we have signed a lease with [ ] permitting [ ] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [ ] and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [ ] representatives may be seeking access to the property outside of normal business hours. [ ] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

\_\_\_\_\_  
Landlord Signature

**EXHIBIT 24(b)**  
**MEMORANDUM OF LEASE**  
[FOLLOWS ON NEXT PAGE]

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between City of Port Huron, a municipal corporation, having its principal office/residing at 100 McMorran Blvd. Port Huron, MI 48060 (hereinafter called “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (“**Tenant**”).

1. Landlord and Tenant entered into a certain Land Lease Agreement (“**Agreement**”) on the \_\_\_\_ day of \_\_\_\_\_, 2026, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date, with seventeen (17) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**LANDLORD:**

City of Port Huron, a  
Municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager  
  
By: \_\_\_\_\_  
Print Name: Amy Medina  
Its: Sr. Tech Project Manager  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Terry Lundquist, Sr. Tech Project Manager of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Name: \_\_\_\_\_

Notary Public

Serial No.: \_\_\_\_\_

[NOTARIAL SEAL]

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation.

\_\_\_\_\_  
Name: \_\_\_\_\_

Notary Public

Serial No.: \_\_\_\_\_

[NOTARIAL SEAL]

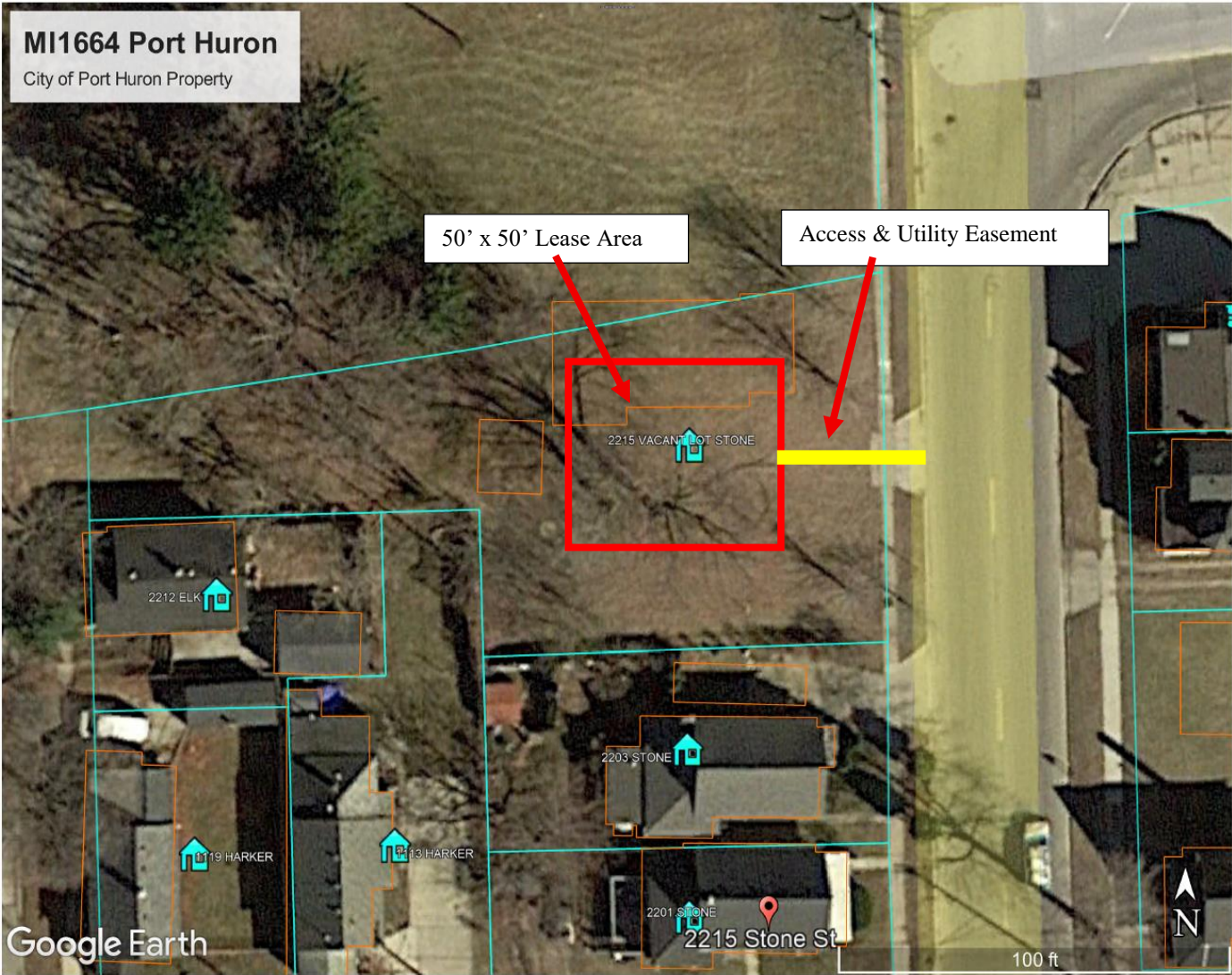
**EXHIBIT 1 TO MEMORANDUM OF LEASE**  
**DESCRIPTION OF PROPERTY AND PREMISES**

Page 1 of 2

to the Memorandum of Lease dated \_\_\_\_\_, 2026, by and between City of Port Huron, a Municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:



**W-9 FORM**

[FOLLOWS ON NEXT PAGE]

## Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	Requester's name and address (optional)
	<p><b>6</b> City, state, and ZIP code</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
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or					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**RES #26-035**

***Authorizing the Director of Public Works to commit and purchase salt through the State of Michigan MiDeal extended purchasing program for 2026-2027 season.***

---

WHEREAS, the State of Michigan is compiling usage figures to include in their 2026-2027 winter salt solicitation and has inquired if the City of Port Huron intends to obtain road salt through the MiDEAL extended purchasing program; and

WHEREAS, all salt quantities submitted for the 2026-2027 winter season represent a commitment to participate in the State of Michigan's road salt solicitation and pricing will be available in September 2026; and

WHEREAS, most municipalities and counties in Michigan have relied on this State contract in the past several years when salt availability was limited and prices were high, the State's vendors held firm to their commitment to supply participating communities before releasing salt for sale on the open market as a benefit; and

WHEREAS, the Director of Public Works requests City Council authorize him to make a commitment and to purchase salt from the State of Michigan's MiDEAL extended purchasing program for 2,500 tons of salt (early delivery) and 2,000 tons of salt (seasonal back-up) with the option to purchase 30% more for the 2026-2027 season;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby authorize the Director of Public Works to make a commitment and to purchase salt from the State of Michigan under the MiDEAL extended purchasing program for 2,500 tons of salt (early delivery) and 2,000 tons of salt (seasonal back-up) with the option to purchase 30% more for the 2026-2027 winter season.

**RES #26-036**

***Approving the decertification of five (5) streets in accordance with Act 51 of 1951.***

---

WHEREAS, it is necessary to furnish certain information to the State of Michigan in accordance with Act 51, P.A. 1951 as amended to update the latest information in the city street system; and

WHEREAS, the city's Hospital Area Road Reconstruction Project – Phase I included elimination of pavement on Stone Street from River Street to Glenwood Avenue; and

WHEREAS, the Michigan Department of Transportation reconfigured city streets as part of Blue Water Bridge Expansion Project – Component 1;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby:

**Certify that North 10th Avenue centerline of street is described as:**

North Tenth Avenue legal alignment situated in the Subdivision of Fort Gratiot Military Reservation, City of Port Huron, and is described as follows:

COMMENCING at the Southeast corner of Section 34, T.7 N.-R.17 E., St. Clair County, Michigan; thence South  $86^{\circ}-27'-32''$  West, on the Extended South line of Mansfield Street (66 Feet Wide), 243.37 feet to the centerline of Pine Grove Avenue (100 Feet Wide); thence South  $30^{\circ}-22'-22''$  East, along said centerline of Pine Grove Avenue, 83.82 feet to the POINT OF BEGINNING; thence North  $44^{\circ}-34'-23''$  East, 186.59 feet to a point on a 200.00 feet radius curve to the left, having a chord bearing and distance of North  $39^{\circ}-58'-47''$  East, 32.03 feet; thence along the arc of said curve, 32.07 feet to the POINT OF ENDING. The Legal Alignment described above is 218.66 Feet in Length.

Decertify portions of 10th Avenue between Business Loop 94 (Pine Grove Avenue) and Lyon Street for a total decertification length of 388 feet and certify that the reconfigured 10th Avenue centerline of street south of Business Loop 94 is described as:

**10th Avenue legal alignment situated in the Subdivision of Fort Gratiot Military Reservation, City of Port Huron, and is described as follows:**

COMMENCING at the Southeast corner of Section 34, T.7 N.-R.17 E., St. Clair County, Michigan; thence North  $86^{\circ}-26'-12''$  East, on the Extended South line of Mansfield Street (66 Feet Wide), 50.34 feet to the Northeast corner of Lot 3 Block 67 of said Fort Gratiot Military Reservation Subdivision; thence South  $03^{\circ}-33'-57''$  East, along the Extended Easterly Right of Way line of Platted Tenth Street (100 Feet Wide), 869.26 feet; thence South  $86^{\circ}-26'-03''$  West, perpendicular to said Extended Easterly Right of Way line of Platted Tenth Street, 50.40 feet to a point on a 200.00 feet radius curve to the right, having a chord bearing and distance of North  $13^{\circ}-01'-50''$  East, 114.25 feet and the POINT OF BEGINNING; thence along the arc of said curve, 115.87 feet; thence North  $29^{\circ}-37'-38''$  East, 111.33 feet to the POINT OF ENDING. The Legal Alignment described above is 227.20 Feet in Length.

Decertify portions of 10th Avenue between Business Loop 94 (Pine Grove Avenue) and Harker Street for a total decertification length of 680 feet and certify that the reconfigured 10th Avenue centerline of street north of Business Loop 94 is described as:

**Tenth Avenue legal alignment situated in the Subdivision of Fort Gratiot Military Reservation, City of Port Huron, and is described as follows:**

COMMENCING at the Southeast corner of Section 34, T.7 N.-R.17 E., St. Clair County, Michigan; thence North  $86^{\circ}-26'-12''$  East, on the Extended South line of Mansfield Street (66 Feet Wide), 50.34 feet to the Northeast corner of Lot 3 Block 67 of said Fort Gratiot Military Reservation Subdivision; thence South  $03^{\circ}-33'-57''$  East, along the Easterly Right of Way line of Platted Tenth Street (100 Feet Wide), 349.53 feet to the Northerly Right of Way line of Scott Avenue (100 Feet Wide); thence North  $86^{\circ}-27'-24''$  East, on said Northerly Right of Way line of Scott Avenue, 9.35 feet; thence South  $03^{\circ}-32'-36''$  East perpendicular to said Northerly Right of Way line of Scott Avenue, 66.14 feet to the POINT OF BEGINNING; thence North  $30^{\circ}-22'-22''$  West, 57.00 feet to a point on a 215.00 feet radius curve to the right, having a chord bearing and distance of North  $16^{\circ}-58'-10''$  West, 99.68 feet; thence along the arc of said curve, 100.59 feet; thence North  $03^{\circ}-33'-57''$  West, parallel with said Easterly Right of Way line of Platted Tenth Avenue, 272.22 feet to a point on a 50.00 feet radius curve to the left, having a chord bearing and distance of North  $29^{\circ}-05'-24''$  West, 43.09 feet; thence along the arc of said curve, 44.55 feet; thence North  $54^{\circ}-36'-50''$  West, 47.34 feet to a point on a 200.00 feet radius curve to the left, having a chord bearing and distance of North  $15^{\circ}-54'-36''$  East, 133.37 feet; thence along the arc of said curve, 135.97 feet to the POINT OF ENDING. The Legal Alignment described above is 657.67 Feet in Length

Decertify portions of Scott Avenue between Business Loop 94 (Pine Grove Avenue) and Poplar Street for a total decertification length of 156 feet and certify that the reconfigured Scott Avenue centerline of street east of Business Loop 94 is described as:

**Scott Avenue legal alignment situated in the Subdivision of Fort Gratiot Military Reservation, City of Port Huron, and is described as follows:**

COMMENCING at the Southeast corner of Section 34, T.7 N.-R.17 E., St. Clair County, Michigan; thence North  $86^{\circ}-26'-12''$  East, on the Extended South line of Mansfield Street (66 Feet Wide), 50.34 feet to the Easterly Right of Way line of 10th Avenue (100 Feet Wide); thence South  $03^{\circ}-33'-57''$  East, along said Easterly Right of Way line of 10th Avenue, 349.53 feet to the Northerly Right of Way line of Scott Avenue (100 Feet Wide); thence South  $86^{\circ}-27'-24''$  West, along said Extended Northerly Right of Way line of Scott Avenue, 64.67 feet; thence South  $03^{\circ}-32'-36''$  East, perpendicular to said Extended Northerly Right of Way line of Scott Avenue, 103.58 feet to the POINT OF BEGINNING; thence North  $59^{\circ}-37'-38''$  East, 92.51 feet to a point on a 86.00 feet radius curve to the right, having a chord bearing and distance of North  $72^{\circ}-16'-06''$  East, 37.64 feet; thence along the arc of said curve, 37.95 feet; thence North  $84^{\circ}-54'-35''$  East, 119.54 feet to the POINT OF ENDING. The Legal Alignment described above is 250.00 Feet in Length

Decertify portions of Scott Avenue between 11th Avenue and 12th Avenue for a total decertification length of 40 feet and certify that the reconfigured Scott Avenue centerline of street west of 11th Avenue is described as:

**Scott Avenue legal alignment situated in the Subdivision of Fort Gratiot Military Reservation, City of Port Huron, and is described as follows:**

COMMENCING at the Southeast corner of Section 34, T.7 N.-R.17 E., St. Clair County, Michigan; thence North  $86^{\circ}-26'-12''$  East, on the Extended South line of Mansfield Street (66 Feet Wide), 50.34 feet to the Easterly Right of Way line of 10th Avenue (100 Feet Wide); thence South  $03^{\circ}-33'-57''$  East,

along said Easterly Right of Way line of 10th Avenue, 449.53 feet to the Southerly Right of Way line of Scott Avenue (100 Feet Wide); thence South  $86^{\circ}-27'-24''$  West, along said Extended Southerly Right of Way line of Scott Avenue, 532.01 feet to the legal alignment line of 11th Avenue (66 Feet Wide); thence North  $03^{\circ}-32'-48''$  West, along said legal alignment line of 11th Avenue, 10.50 feet to the POINT OF BEGINNING and a point on a 39.50 radius curve to the left, having a chord bearing and distance of North  $48^{\circ}-32'-44''$  West, 55.86 feet; thence along the arc of said curve, 62.05 feet to the POINT OF ENDING. The Legal Alignment described above is 62.05 Feet in Length

Certify that described reconfigured streets are located within a city right-of-way and are under the control of the City of Port Huron.

Certify that described reconfigured streets are a public street and are for public street purposes.

Certify that described reconfigured portions of North 10th Avenue, 10th Avenue, and Scott Avenue described above are accepted into the City Major Street System and were open to the public before December 31, 2025.

Decertify portions of 11th Avenue from Scott Avenue north to the dead end for a total decertification length of 311 feet.

Decertify portions of Mansfield Street from 10th Avenue to Poplar Street for a total decertification length of 2 feet.

Decertify portions of Lyon Street from 10th Avenue to Business Loop 94 (Pine Grove Avenue) for a total decertification length of 178 feet.

Decertify portions of Stone Street from River Street to Glenwood Avenue for a total decertification length of 811 feet.

[Map #1; Centerline Description North 10th Avenue from Pine Grove Avenue to 10th Avenue.pdf](#)

[Map #2; Centerline Description 10th Avenue from Lyon Street to Pine Grove.pdf](#)

[Map #3; Centerline Description 10th Avenue from Scott Avenue to Harker Street.pdf](#)

[Map #4; Centerline Description Scott Avenue-Pine Grove to Poplar Street](#)

[Map #5; Centerline Description Scott Avenue from 11th Avenue to 12th Avenue.pdf](#)

**NORTH TENTH AVENUE FROM PINE GROVE AVENUE TO 10TH AVENUE, LEGAL ALIGNMENT DESCRIPTION  
CONTROL SECTION 77111**

North Tenth Avenue legal alignment situated in the Subdivision of Fort Gratiot Military Reservation, City of Port Huron, and is described as follows:

**COMMENCING** at the Southeast corner of Section 34, T.7 N.-R.17 E., St. Clair County, Michigan; thence South 86°-27'-32" West, on the Extended South line of Mansfield Street (66 Feet Wide), 243.37 feet to the centerline of Pine Grove Avenue (100 Feet Wide); thence South 30°-22'-22" East, along said centerline of Pine Grove Avenue, 83.82 feet to the **POINT OF BEGINNING**; thence North 44°-34'-23" East, 186.59 feet to a point on a 200.00 feet radius curve to the left, having a chord bearing and distance of North 39°-58'-47" East, 32.03 feet; thence along the arc of said curve, 32.07 feet to the **POINT OF ENDING**.

The Legal Alignment described above is 218.66 Feet in Length

**GOVERNMENT CORNER INFORMATION:**

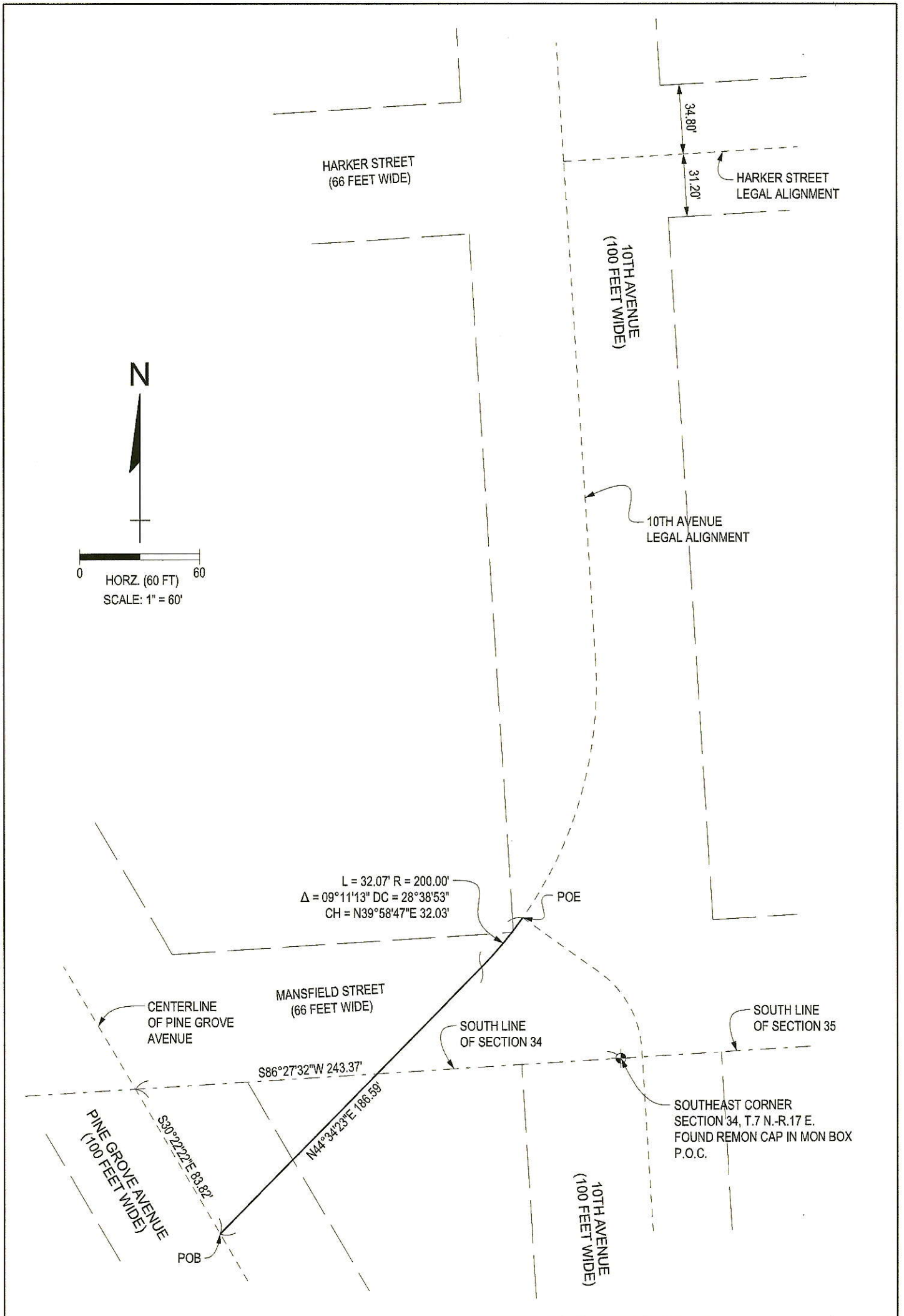
**SOUTHEAST CORNER, SECTION 34 T.7 N.-R.17 E. (I-13)**  
FOUND REMONUMENTATION CAP IN MONUMENT BOX

Witnesses:

- EAST 242.71' TO H-01, T06N-R17E (REMONUMENTATION CAP IN CONCRETE MONUMENT)
- EAST 28.97' FOUND NAIL AND TAG IN NORTH FACE OF UTILITY POLE
- N72°W 35.02' FOUND NAIL AND TAG IN SOUTH FACE OF UTILITY POLE
- S28°W 72.44' FOUND NAIL AND TAG IN EAST FACE OF UTILITY POLE



PREPARED BY: SURVEYING SOLUTIONS, INC. 4471 M-61 STANDISH, MICHIGAN 48658	
DRAWN BY: BPT	CHECKED BY: JPD
FILE: 10thAve_PineGrove to 10th Ave_BWB ACT 51.dgn	
ROUTE: 10TH AVENUE	
DATE: 2026-02-25	SHEET: 1 OF 2



SEAL



*Jordan P. Dantzer*  
 SIGNATURE      3-4-2026  
 DATE

JORDAN P. DANTZER, P.S.  
 LICENSED PROFESSIONAL SURVEYOR  
 MICHIGAN LICENSE NO. 4001062443

PREPARED BY: SURVEYING SOLUTIONS, INC. 4471 M-61 STANDISH, MICHIGAN 48658	
DRAWN BY: BPT	CHECKED BY: JPD
FILE: 10thAve_PineGrove to 10th Ave_BWB ACT 51.dgn	
ROUTE: 10TH AVENUE	
DATE: 2026-02-25	SHEET: 2 OF 2

**TENTH AVENUE FROM LYON STREET TO PINE GROVE, LEGAL ALIGNMENT DESCRIPTION**

Tenth Avenue legal alignment situated in the Subdivision of Fort Gratiot Military Reservation, City of Port Huron, and is described as follows:

**COMMENCING** at the Southeast corner of Section 34, T.7 N.-R.17 E., St. Clair County, Michigan; thence North 86°-26'-12" East, on the Extended South line of Mansfield Street (66 Feet Wide), 50.34 feet to the Northeast corner of Lot 3 Block 67 of said Fort Gratiot Military Reservation Subdivision; thence South 03°-33'-57" East, along the Extended Easterly Right of Way line of Platted Tenth Street (100 Feet Wide), 869.26 feet; thence South 86°-26'-03" West, perpendicular to said Extended Easterly Right of Way line of Platted Tenth Street, 50.40 feet to a point on a 200.00 feet radius curve to the right, having a chord bearing and distance of North 13°-01'-50" East, 114.25 feet and the **POINT OF BEGINNING**; thence along the arc of said curve, 115.87 feet; thence North 29°-37'-38" East, 111.33 feet to the **POINT OF ENDING**.

The Legal Alignment described above is 227.20 Feet in Length

**GOVERNMENT CORNER INFORMATION:**

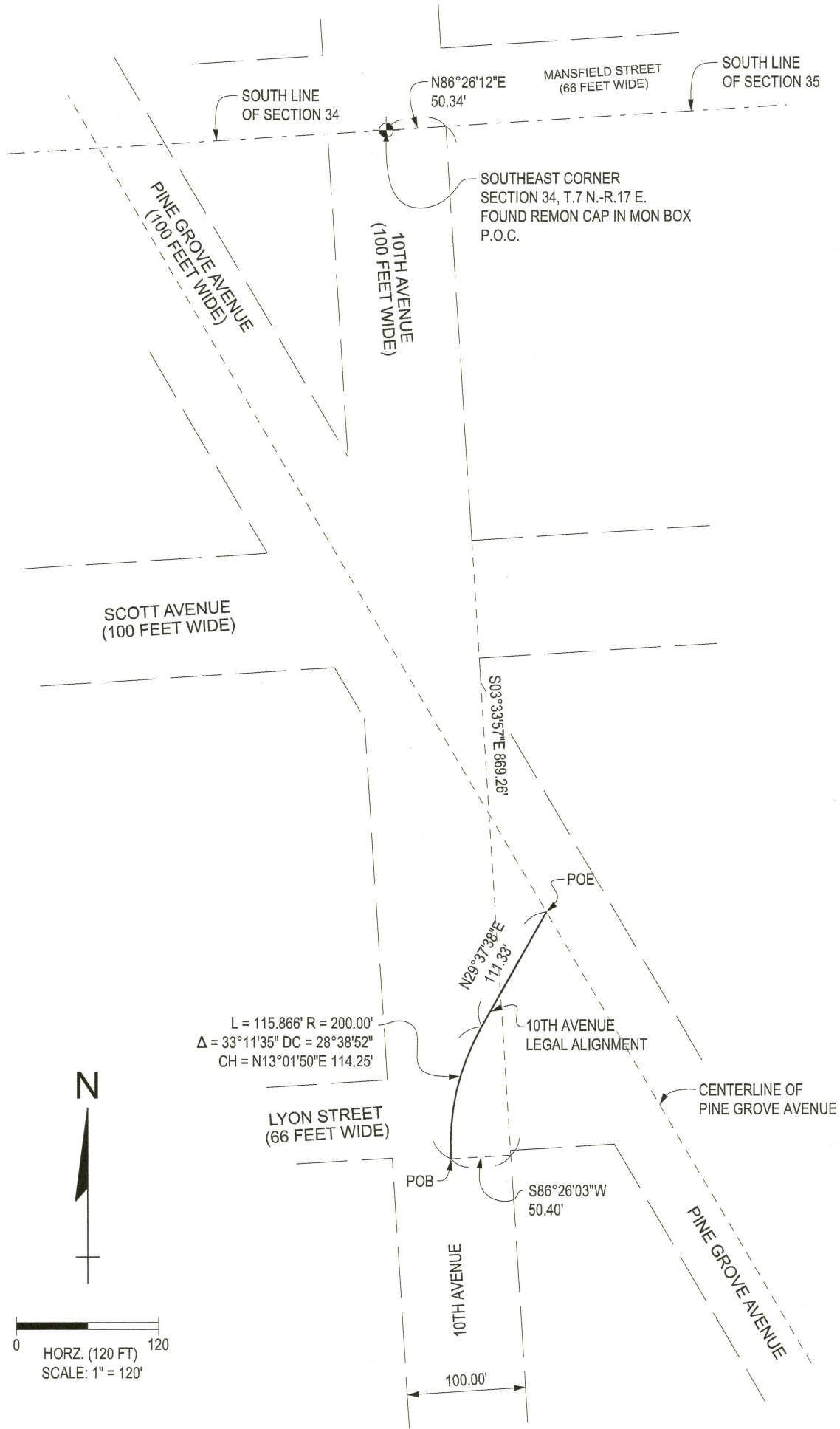
**SOUTHEAST CORNER, SECTION 34 T.7 N.-R.17 E. (I-13)**  
 FOUND REMONUMENTATION CAP IN MONUMENT BOX

Witnesses:

- EAST 242.71' TO H-01, T06N-R17E (REMONUMENTATION CAP IN CONCRETE MONUMENT)
- EAST 28.97' FOUND NAIL AND TAG IN NORTH FACE OF UTILITY POLE
- N72°W 35.02' FOUND NAIL AND TAG IN SOUTH FACE OF UTILITY POLE
- S28°W 72.44' FOUND NAIL AND TAG IN EAST FACE OF UTILITY POLE



PREPARED BY: SURVEYING SOLUTIONS, INC. 4471 M-61 STANDISH, MICHIGAN 48658	
DRAWN BY: BPT	CHECKED BY: JPD
FILE: 10thAve_PineGrove to Lyon_BWB ACT 51.dgn	
ROUTE: 10TH AVENUE	
DATE: 2026-03-04	SHEET: 1 OF 2



0      120  
 HORZ. (120 FT)  
 SCALE: 1" = 120'

SEAL



*Jordan P. Dantzer*  
 SIGNATURE      3-4-2026  
 DATE

JORDAN P. DANTZER, P.S.  
 LICENSED PROFESSIONAL SURVEYOR  
 MICHIGAN LICENSE NO. 4001062443

PREPARED BY: SURVEYING SOLUTIONS, INC. 4471 M-61 STANDISH, MICHIGAN 48658	
DRAWN BY: BPT	CHECKED BY: JPD
FILE: 10thAve_PineGrove to Lyon_BWB ACT 51.dgn	
ROUTE: 10TH AVENUE	
DATE: 2026-03-04	SHEET: 2 OF 2

**TENTH AVENUE FROM SCOTT AVENUE TO HARKER STREET, LEGAL ALIGNMENT DESCRIPTION  
CONTROL SECTION 77111**

Tenth Avenue legal alignment situated in the Subdivision of Fort Gratiot Military Reservation, City of Port Huron, and is described as follows:

**COMMENCING** at the Southeast corner of Section 34, T.7 N.-R.17 E., St. Clair County, Michigan; thence North 86°-26'-12" East, on the Extended South line of Mansfield Street (66 Feet Wide), 50.34 feet to the Northeast corner of Lot 3 Block 67 of said Fort Gratiot Military Reservation Subdivision; thence South 03°-33'-57" East, along the Easterly Right of Way line of Platted Tenth Street (100 Feet Wide), 349.53 feet to the Northerly Right of Way line of Scott Avenue (100 Feet Wide); thence North 86°-27'-24" East, on said Northerly Right of Way line of Scott Avenue, 9.35 feet; thence South 03°-32'-36" East perpendicular to said Northerly Right of Way line of Scott Avenue, 66.14 feet to the **POINT OF BEGINNING**; thence North 30°-22'-22" West, 57.00 feet to a point on a 215.00 feet radius curve to the right, having a chord bearing and distance of North 16°-58'-10" West, 99.68 feet; thence along the arc of said curve, 100.59 feet; thence North 03°-33'-57" West, parallel with said Easterly Right of Way line of Platted Tenth Avenue, 272.22 feet to a point on a 50.00 feet radius curve to the left, having a chord bearing and distance of North 29°-05'-24" West, 43.09 feet; thence along the arc of said curve, 44.55 feet; thence North 54°-36'-50" West, 47.34 feet to a point on a 200.00 feet radius curve to the left, having a chord bearing and distance of North 15°-54'-36" East, 133.37 feet; thence along the arc of said curve, 135.97 feet to the **POINT OF ENDING**.

The Legal Alignment described above is 657.67 Feet in Length

**GOVERNMENT CORNER INFORMATION:**

**SOUTHEAST CORNER, SECTION 34 T.7 N.-R.17 E. (I-13)**

FOUND REMONUMENTATION CAP IN MONUMENT BOX

Witnesses:

EAST 242.71' TO H-01, T06N-R17E (REMONUMENTATION CAP IN CONCRETE MONUMENT)

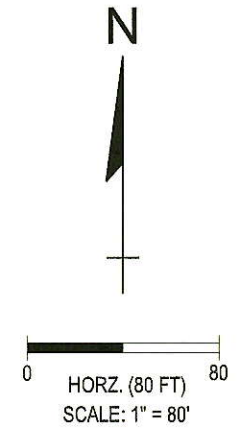
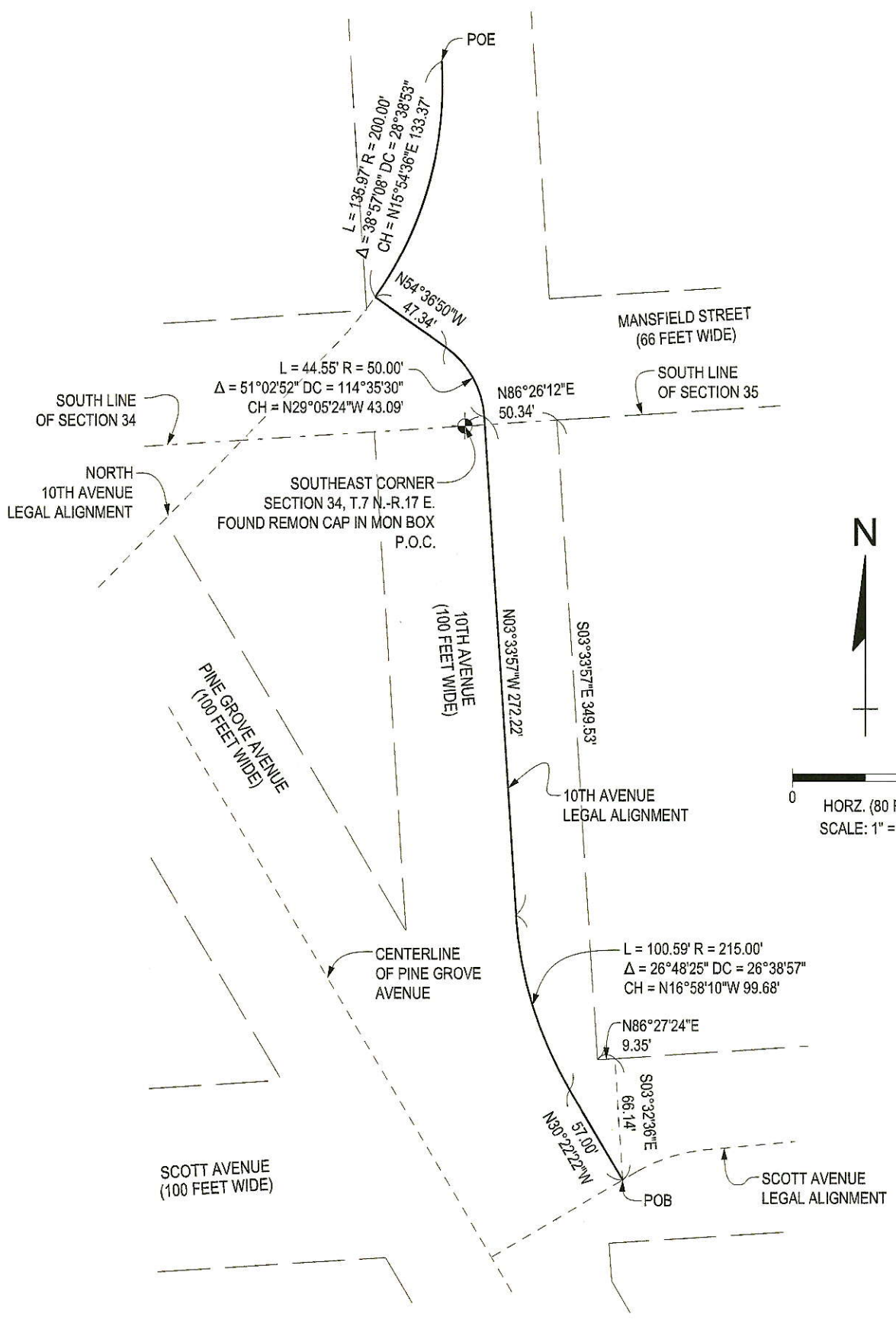
EAST 28.97' FOUND NAIL AND TAG IN NORTH FACE OF UTILITY POLE

N72°W 35.02' FOUND NAIL AND TAG IN SOUTH FACE OF UTILITY POLE

S28°W 72.44' FOUND NAIL AND TAG IN EAST FACE OF UTILITY POLE




PREPARED BY: SURVEYING SOLUTIONS, INC. 4471 M-61 STANDISH, MICHIGAN 48658	
DRAWN BY: BPT	CHECKED BY: JPD
FILE: 10thAve_Scott to Harker_BWB ACT 51.dgn	
ROUTE: 10TH AVENUE	
DATE: 2026-02-26	SHEET: 1 OF 2



SEAL



  
 SIGNATURE DATE 3-4-2026

JORDAN P. DANTZER, P.S.  
 LICENSED PROFESSIONAL SURVEYOR  
 MICHIGAN LICENSE NO. 4001062443

PREPARED BY:	
SURVEYING SOLUTIONS, INC.	
4471 M-61	
STANDISH, MICHIGAN 48658	
DRAWN BY: BPT	CHECKED BY: JPD
FILE: 10thAve_Scott to Harker_BWB ACT 51.dgn	
ROUTE: 10TH AVENUE	
DATE: 2026-02-26	SHEET: 2 OF 2

**SCOTT AVENUE FROM CUL DE SAC / PINE GROVE AVENUE TO POPLAR STREET, LEGAL ALIGNMENT  
DESCRIPTION CONTROL SECTION 77111**

Scott Avenue legal alignment situated in the Subdivision of Fort Gratiot Military Reservation, City of Port Huron, and is described as follows:

**COMMENCING** at the Southeast corner of Section 34, T.7 N.-R.17 E., St. Clair County, Michigan; thence North 86°-26'-12" East, on the Extended South line of Mansfield Street (66 Feet Wide), 50.34 feet to the Easterly Right of Way line of 10th Avenue (100 Feet Wide); thence South 03°-33'-57" East, along said Easterly Right of Way line of 10th Avenue, 349.53 feet to the Northerly Right of Way line of Scott Avenue (100 Feet Wide); thence South 86°-27'-24" West, along said Extended Northerly Right of Way line of Scott Avenue, 64.67 feet; thence South 03°-32'-36" East, perpendicular to said Extended Northerly Right of Way line of Scott Avenue, 103.58 feet to the **POINT OF BEGINNING**; thence North 59°-37'-38" East, 92.51 feet to a point on a 86.00 feet radius curve to the right, having a chord bearing and distance of North 72°-16'-06" East, 37.64 feet; thence along the arc of said curve, 37.95 feet; thence North 84°-54'-35" East, 119.54 feet to the **POINT OF ENDING**.

The Legal Alignment described above is 250.00 Feet in Length

**GOVERNMENT CORNER INFORMATION:**

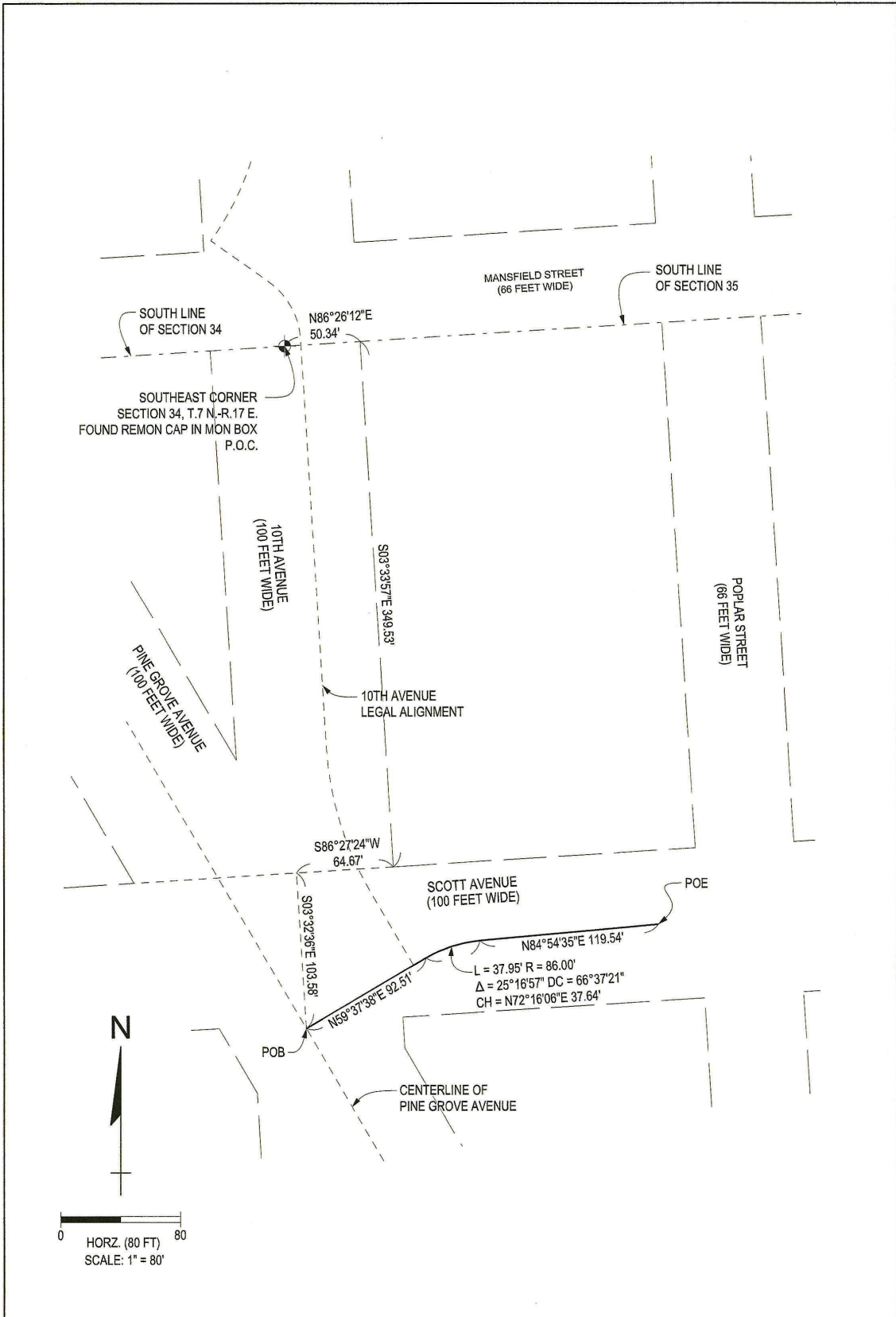
**SOUTHEAST CORNER, SECTION 34 T.7 N.-R.17 E. (I-13)**  
FOUND REMONUMENTATION CAP IN MONUMENT BOX

Witnesses:

- EAST 242.71' TO H-01, T06N-R17E (REMONUMENTATION CAP IN CONCRETE MONUMENT)
- EAST 28.97' FOUND NAIL AND TAG IN NORTH FACE OF UTILITY POLE
- N72°W 35.02' FOUND NAIL AND TAG IN SOUTH FACE OF UTILITY POLE
- S28°W 72.44' FOUND NAIL AND TAG IN EAST FACE OF UTILITY POLE



PREPARED BY: SURVEYING SOLUTIONS, INC. 4471 M-61 STANDISH, MICHIGAN 48658	
DRAWN BY: BPT	CHECKED BY: JPD
FILE: ScottAve_PineGrove to Poplar_BWB ACT 51.dgn	
ROUTE: SCOTT AVENUE	
DATE: 2026-03-04	SHEET: 1 OF 2



	SIGNATURE	DATE
	JORDAN P. DANTZER, P.S. LICENSED PROFESSIONAL SURVEYOR MICHIGAN LICENSE NO. 4001062443	
	PREPARED BY: SURVEYING SOLUTIONS, INC. 4471 M-61 STANDISH, MICHIGAN 48858	
	DRAWN BY: BPT ROUTE: SCOTT AVENUE DATE: 2026-03-04	CHECKED BY: JPD FILE: ScottAve_PineGrove to Poplar_BWB ACT 51.dgn SHEET: 2 OF 2

**SCOTT AVENUE FROM 11TH AVENUE TO 12TH AVENUE, LEGAL ALIGNMENT DESCRIPTION CONTROL SECTION 77111**

Scott Avenue legal alignment situated in the Subdivision of Fort Gratiot Military Reservation, City of Port Huron, and is described as follows:

**COMMENCING** at the Southeast corner of Section 34, T.7 N.-R.17 E., St. Clair County, Michigan; thence North 86°-26'-12" East, on the Extended South line of Mansfield Street (66 Feet Wide), 50.34 feet to the Easterly Right of Way line of 10th Avenue (100 Feet Wide); thence South 03°-33'-57" East, along said Easterly Right of Way line of 10th Avenue, 449.53 feet to the Southerly Right of Way line of Scott Avenue (100 Feet Wide); thence South 86°-27'-24" West, along said Extended Southerly Right of Way line of Scott Avenue, 532.01 feet to the legal alignment line of 11th Avenue (66 Feet Wide); thence North 03°-32'-48" West, along said legal alignment line of 11th Avenue, 10.50 feet to the **POINT OF BEGINNING** and a point on a 39.50 radius curve to the left, having a chord bearing and distance of North 48°-32'-44" West, 55.86 feet; thence along the arc of said curve, 62.05 feet to the **POINT OF ENDING**.

The Legal Alignment described above is 62.05 Feet in Length

**GOVERNMENT CORNER INFORMATION:**

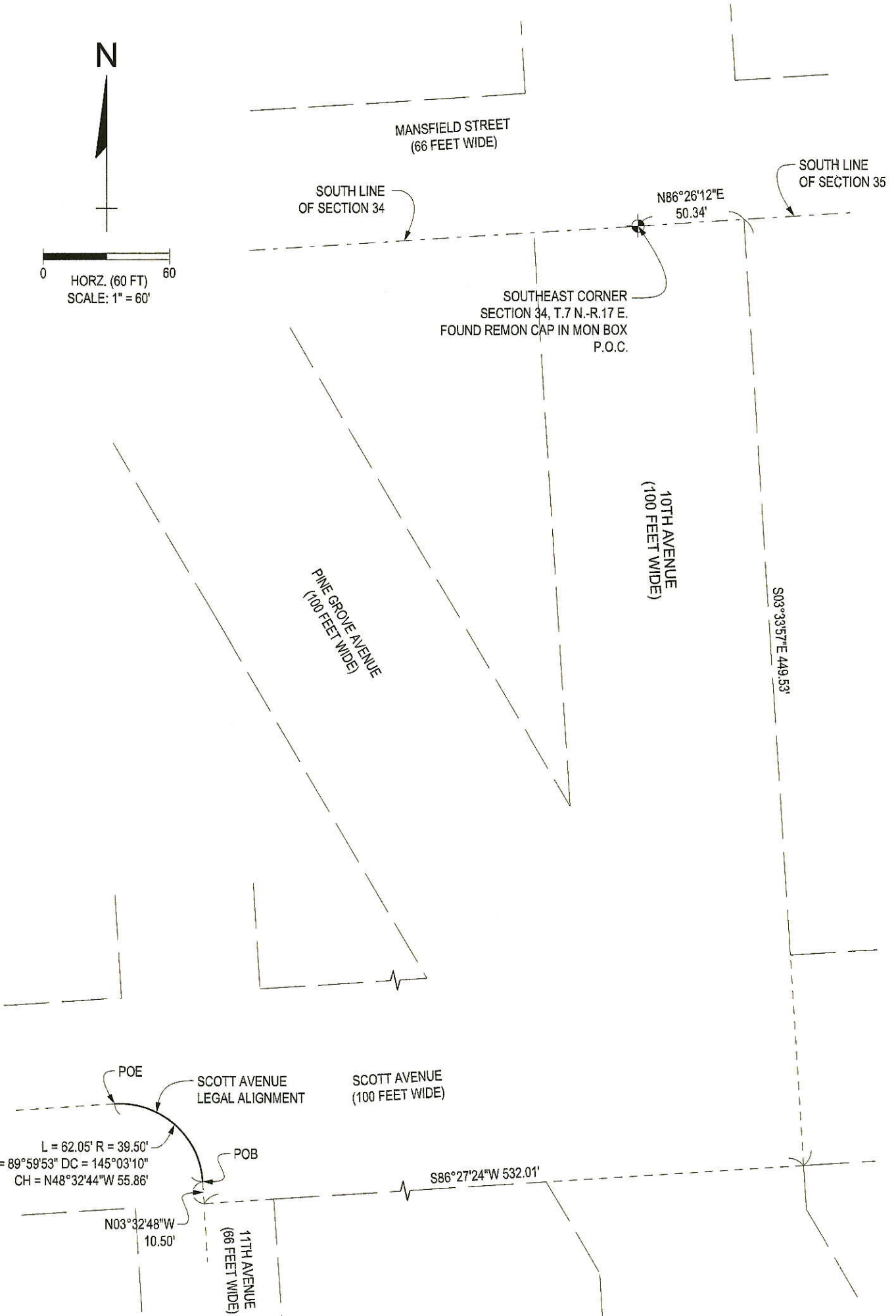
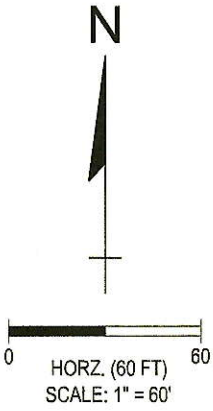
**SOUTHEAST CORNER, SECTION 34 T.7 N.-R.17 E. (I-13)**  
 FOUND REMONUMENTATION CAP IN MONUMENT BOX

Witnesses:

- EAST 242.71' TO H-01, T06N-R17E (REMONUMENTATION CAP IN CONCRETE MONUMENT)
- EAST 28.97' FOUND NAIL AND TAG IN NORTH FACE OF UTILITY POLE
- N72°W 35.02' FOUND NAIL AND TAG IN SOUTH FACE OF UTILITY POLE
- S28°W 72.44' FOUND NAIL AND TAG IN EAST FACE OF UTILITY POLE



PREPARED BY: SURVEYING SOLUTIONS, INC. 4471 M-61 STANDISH, MICHIGAN 48658	
DRAWN BY: BPT	CHECKED BY: JPD
FILE: ScottAve_11th Ave to 12th Ave_BWB ACT 51.dgn	
ROUTE: SCOTT AVENUE	
DATE: 2026-03-04	SHEET: 1 OF 2



SEAL



*Jordan P. Dantzer*  
 SIGNATURE DATE 3-4-2026

JORDAN P. DANTZER, P.S.  
 LICENSED PROFESSIONAL SURVEYOR  
 MICHIGAN LICENSE NO. 4001062443

PREPARED BY: SURVEYING SOLUTIONS, INC. 4471 M-61 STANDISH, MICHIGAN 48658	
DRAWN BY: BPT	CHECKED BY: JPD
FILE: ScottAve_11th Ave to 12th Ave_BWB ACT 51.dgn	
ROUTE: SCOTT AVENUE	
DATE: 2026-03-04	SHEET: 2 OF 2

**RES #26-037**

***Authorizing the submission of a Special Liquor License application to the Michigan Department of Licensing and Regulatory Affairs, Liquor Control Commission, for the City of Port Huron's Rockin' the Lake event on Thursday evenings during the month of August, at Lakeside Beach and Park and recommending the license be issued.***

---

WHEREAS, the City of Port Huron Parks Department organizes the annual Rockin' the Lake family-oriented music event held on Thursday evenings during the month of August at Lakeside Beach; and

WHEREAS, this year Rockin' the Lake concert series will be held on August 6, August 13, August 20, 2026; and

WHEREAS, the City of Port Huron Parks Department is providing this experience to further enhance Lakeside Beach; and

WHEREAS, the City of Port Huron desires to have a beer, wine and spirit tent during this event and the City is required to obtain a special liquor license from the Michigan Department of Licensing and Regulatory Affairs, Liquor Control Commission; and

WHEREAS, one requirement to obtain a special liquor license for the event is approval from the City Council authorizing submission and recommending the license be issued;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby authorize submission of a Special Liquor License application to the Michigan Department of Licensing and Regulatory Affairs, Liquor Control Commission, for the City of Port Huron Rockin' the Lake concert series to held on August 6, August 13, August 20, 2026, in Lakeside Beach and Park and that the application be recommended for issuance; and

BE IT FURTHER RESOLVED that the appropriate City officials are hereby authorized to execute the necessary documents.

**RES #26-038**

***Authorizing the submission of a Special Liquor License application to the Michigan Department of Licensing and Regulatory Affairs, Liquor Control Commission, for the City of Port Huron's Blue Water Festival event on July 16 and 17, 2026, in Downtown Port Huron and recommending the license be issued.***

---

WHEREAS, the City of Port Huron Downtown Development Authority organizes the annual Blue Water Festival during the month of July in Downtown Port Huron; and

WHEREAS, McMorran Place Entertainment Center organizes and run the alcohol sales in the West Quay parking lot as part of the concert entertainment during the festival; and

WHEREAS, this year Blue Water Festival series will be held on July 16 and 17, 2026; and

WHEREAS, the City of Port Huron is expecting visitors from throughout Michigan and surrounding areas to enjoy the activities throughout the downtown; and

WHEREAS, the City of Port Huron desires to have a beer, wine and spirit tent during this event and the City is required to obtain a special liquor license from the Michigan Department of Licensing and Regulatory Affairs, Liquor Control Commission; and

WHEREAS, one requirement to obtain a special liquor license for the event is approval from the City Council authorizing submission and recommending the license be issued;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby authorize submission of a Special Liquor License application to the Michigan Department of Licensing and Regulatory Affairs, Liquor Control Commission, for the City of Port Huron Blue Water Festival series to held on July 16 and 17, 2026, in Downtown Port Huron and that the application be recommended for issuance; and

BE IT FURTHER RESOLVED that the appropriate City officials are hereby authorized to execute the necessary documents.

**RES #26-039**

***Resolution in support of the Pedestrian Bridge and Mobility Project led by the St. Clair County Community College.***

---

WHEREAS, for more than a century, the City and College have worked together to make our community and region a better place; and

WHEREAS, SC4 has long preserved Port Huron's history and architectural fabric—including the Main Building (1908), North Building (1925), Science Building (1968), Sperry's (1923), Bank Building (1927), and Fieldhouse (1960); and

WHEREAS, integrating a thoughtfully designed pedestrian bridge within this context honors that heritage, while modernizing campus city circulation for today's needs; and

WHEREAS, this effort exemplifies the best of public public collaboration: shared planning, cost effective design, and stewardship of public assets., in concert with targeted street closures and circulation improvements, the project will optimize the flow of cars, buses, bicycles, and pedestrians—encouraging walkability, daily physical activity, and overall health and wellness; and

WHEREAS, the project is a key component of SC4's campus master facility plan and will create a safer, more accessible, and connected campus that integrates seamlessly with downtown; and

WHEREAS, inviting residents and visitors to experience our unique waterfront setting supports Port Huron's economic resurgence by increasing foot traffic to downtown, bolstering small businesses, and enhancing the city's appeal as a destination for students, families, and employers;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council hereby support the Pedestrian Bridge and Mobility Project led by St. Clair County Community College (SC4) to establish an elongated pedestrian bridge over Erie Street, safely connecting the campus while providing an ADA accessible, all weather route for everyone to enjoy; and

BE IT FURTHER RESOLVED that is this resolution is approved, the City Clerk shall transmit a copy of this resolution to Senator Elissa Slotkin.

[Photo; SC4 Pedestrian Bridge and Mobility Project.pdf](#)



**RES #26-040**

***Vacating reserved utility easement over previously vacated portion of 30th Street.***

---

WHEREAS, on May 14, 2001, the City of Port Huron City Council passed Resolution #7 (“Resolution #7”) confirming the City of Port Huron owns the following described property (hereinafter the “Vacated Portion of 30th Street”) and vacating a right of way for a street, but reserving a full-width utility easement within the Vacated Portion of 30th Street:

*That portion of 30th Street beginning at the northeast corner of Lot 23; thence easterly to the northwest corner of Lot 16; thence southerly to the southwest corner of Lot 13; thence westerly to the southeast corner of Lot 21; thence northerly to the point of beginning of this description being adjacent to Lots 13, 14, 16, 21, 22, and 23, Assessor's Vanness and Moak Plat Number One in the block bound by Dove, 28th, Nern, and 32nd Streets, City of Port Huron; and*

WHEREAS, Resolution #7 reserved a full with public utility easement over the Vacated Portion of 30th Street; and

WHEREAS, there are not public utilities located within the Vacated Portion of 30th Street and there is no benefit to retain a utility easement over the same;

NOW, THEREFORE, BE IT RESOLVED that the City of Port Huron vacates the previously reserved full width utility easement over the Vacated Portion of 30th Street.

**RES #26-041**

***Approving the agreement with EnviroTrac, LLC, for professional services to inventory the current tree canopy and condition and to develop the 2026 Forestry Management Plan.***

---

WHEREAS, professional services are needed to inventory current tree canopy and its condition in order to develop a forestry management plan to maintain and enhance the tree canopy within the City of Port Huron; and

WHEREAS, the inventory shall include all City Parks, cemeteries, and streets right-of-way; and

WHEREAS, the City contains 142.24 miles of streets, approximately 187.4 acres of City parks and approximately 105 acres of cemeteries; and

WHEREAS, a canopy survey will be performed on all properties within the City of Port Huron, both public and private; and

WHEREAS, an agreement has been prepared with EnvironTrac, LLC, to provide these professional services;

NOW, THEREFORE, BE IT RESOLVED that the Port Huron City Council does hereby approve the agreement with EnvironTrac, LLC, for professional services to inventory current tree canopy and condition and to develop the 2026 Forestry Management Plan and authorizes the appropriate City officials to execute the agreement.

[Agreement; Forestry Management Plan.pdf](#)  
[Presentation; Forestry Management Plan.pdf](#)

THIS AGREEMENT entered into the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF PORT HURON, MICHIGAN, hereinafter referred to as the "CITY", and EnviroTrac, LLC. of 10701 Melody Dr., Suite 304, Northglenn, CO 80234 hereinafter referred to as the "CONSULTANT".

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

**PROFESSIONAL SERVICES FOR THE CITY OF PORT HURON**  
**2026 FORESTRY MANAGEMENT PLAN**  
**PROJECT NO. P26-0100**

DESCRIPTION:

Professional services to inventory current tree canopy and condition to develop a forestry management plan to maintain and enhance the tree canopy within the City of Port Huron. The inventory shall include all City parks, cemeteries and right-of-way. The City contains 142.24 miles of streets. There are approximately 187.4 acres of City parks and approximately 105 acres of cemeteries. Canopy survey will be performed on all properties within the City of Port Huron (public and private).

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

SECTION 1 -- BASIC SERVICES OF THE CONSULTANT

A. GENERAL:

1. The CONSULTANT agrees to perform professional services in connection with the PROJECT as hereinafter stated.
2. The CONSULTANT shall develop the design in accordance with all applicable federal, state and local laws and regulations in effect at the time CONSULTANT'S services are performed, including but not limited to all applicable Americans with Disabilities Act, Federal Rehabilitation Act, and State Disability Law Standards and Specifications.
3. The CONSULTANT will serve as the CITY'S professional representative in the design phases of the PROJECT, and will give consultation and advice to the CITY during the performance of their services.

4. The CONSULTANT agrees to prepare and furnish deliverables in accordance with the following milestone schedule:

- a. April 22, 2026: Initial Scope Confirmation Meeting
- b. July 10, 2026: Submit Preliminary Plan to City for Review (60% Complete)
- c. July 24, 2026: Review meeting with City to Discuss Preliminary Plan
- d. October 22, 2026: Submit Final Review Plan to City for Review (80-90% Complete)
- e. November 12, 2026: Final Review Meeting with City to Discuss Final Plan (80-90% Complete)
- f. December 3, 2026: Final Deliverables Due to the City
- g. December 14, 2026: Presentation to City Council
- h. January 11, 2027: Revisions to Deliverables Due (if required)

B. TASK I: TREE INVENTORY AND FORESTRY MANAGEMENT PLAN:

Upon execution of this Agreement, the CONSULTANT shall proceed with the PROJECT as follows:

1. Attend and administer meetings related to the project including the following:
  - a. Kickoff Meeting
  - b. Preliminary Plan Review Meeting (60% Complete)
  - c. Final Plan Review Meeting (80-90% Complete)
  - d. Interim Progress Meetings (2)
  - e. City Council Meeting
2. Prepare and submit preliminary forestry management plan (60% complete) to the City and meet with the City to discuss progress and comments.
3. Implement comments from preliminary plan review.
4. Prepare and submit final review forestry management plan (80-90% complete) to the City and meet with the City to discuss progress and comments.
5. Implement comments from final plan review.
6. Prepare final deliverables including forestry management plan to the City.
7. Prepare and present presentation for City Council meeting.
8. Address comments generated from the City Council meeting and resubmit management plan to the City.
9. Attend and administer two public input meetings and compile results.
10. Identify community education strategies.
11. Perform tree study/survey/inventory including risk assessment within public property

including: right-of-way, parks, cemeteries. Identify how the data will be managed (training with management system shall be provided as part of the scope of work). Risk assessment shall include the following:

- a. Location
- b. Date of inventory
- c. Tree size, estimated age and species
- d. Inspection of tree health (decay, disease, dieback)
- e. Structure (cracks, weak attachments, leaning)
- f. Site conditions (soil, nearby buildings, hardscape)

12. Prepare canopy survey (public and private)

13. Master Plan should include the following at a minimum:

- a. Goals
- b. Identification of related grants and requirements to apply for grants.
- c. Identify suitable planting locations with recommended tree species.
- d. Equitable distribution of trees
- e. Prepare a checklist that should be considered prior to each planting. Checklist should consider the following
  - i. Soil type
  - ii. Sun exposure
  - iii. Utilities (MISS Dig)
  - iv. Sight distance for motorists
  - v. Hardscape
  - vi. Aesthetics
- f. Plan shall be focused on trees in the ground.
- g. Implementation plan which shall include timeline and budget.
- h. Tree maintenance plan which shall include cost, staffing and supplemental contracting needs.

14. Items identified above shall be performed in accordance with the methodology identified in the proposal by the CONSULTANT dated February 16, 2026 which has been attached as Appendix B to this agreement. If methodology in the proposal is missing services or specifics that are identified above, CONSULTANT shall still be required to per those services said services.

## SECTION 2 -- ADDITIONAL SERVICES OF THE CONSULTANT

### A. GENERAL:

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

1. Furnishing property surveys, boundary surveys, right-of-way surveys, core borings, probing's or subsurface explorations; television inspection of sewers; hydrographic surveys; laboratory testing, and inspection of samples or materials; and other special

consultation.

2. Additional services due to significant changes in general scope of the PROJECT or its design.
3. Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, appraisals and valuations.
4. Additional services in connection with the PROJECT not otherwise provided for in this agreement, subject to prior approval of the CITY.
5. Assistance in the initial start-up and test operation of equipment or systems and the preparation of manuals of operation and maintenance as deemed necessary by the CITY.

### SECTION 3 -- THE CITY'S RESPONSIBILITIES

The CITY will:

1. Provide full information as to its requirements for the PROJECT.
2. Assist the CONSULTANT by placing at his/her disposal all available information pertinent to the site of the PROJECT, including previous reports and any other data relative to design and construction of the PROJECT.
3. Provide access for the CONSULTANT to enter upon public lands as required for the CONSULTANT to perform his work under this agreement.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the CONSULTANT and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
5. Advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incidental thereto.
6. Provide reasonable legal, accounting and insurance counseling service for the PROJECT.
7. Designate a person to act as the CITY's representative with respect to the work to be performed under this agreement and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to material, equipment elements and systems pertinent to the work covered by this agreement.
8. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such bodies as may be necessary for completion of the PROJECT. Permit and review fees will be the responsibility of the CITY.

9. Give prompt notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any defect in the PROJECT.
10. Furnish, or direct the CONSULTANT to provide at the CITY's expense, necessary additional services as stipulated in Section 2 of this agreement, or other services as required.

SECTION 4 -- PERIOD OF SERVICE

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

SECTION 5 -- PAYMENTS TO THE CONSULTANT

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

1. The CITY will pay the CONSULTANT for professional services under Section 1 performed by personnel assigned to the regularly established office of the CONSULTANT, based on the CONSULTANT's billing rates as to be invoiced on an hourly basis in accordance with the hourly rates in Appendix A which shall not exceed a total of \$113,000.00 unless expressly approved in writing by the CITY plus the actual cost of reimbursable expenses as defined in Section 5.B.3, :

Task 1: Tree Inventory and Forestry Management Plan	\$113,000.00
TOTAL: \$113,000.00	

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

Monthly upon evaluation of the progress by the CITY.

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

1. The CITY will pay the CONSULTANT for basic services performed by personnel

assigned to the regularly established office of the CONSULTANT based on the CONSULTANT's billing rates as shown in Appendix A.

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

C. GENERAL:

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

SECTION 6 -- GENERAL CONSIDERATIONS

A. Termination:

1. This agreement may be terminated by mutual written consent of the parties hereto.
2. This agreement may also be terminated by the CITY for any reason upon fourteen (14) days written notice. If this agreement is so terminated, the CONSULTANT shall be paid

as provided in Paragraph 5.A,B.

3. The CONSULTANT shall provide work product that has been paid for up to the date of termination.

B. Ownership:

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

C. Engineer's Opinions of Probable Cost:

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

D. Insurance – Save Harmless:

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

E. Successors and Assigns:

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

F. Independent Contractor:

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

G. Compliance with City Charter:

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

H. Non-Discrimination:

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

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

I. Electronic Records:

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

SECTION 7 -- SPECIAL PROVISIONS

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

Name, if any: N/A

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

**CITY OF PORT HURON**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
James R. Freed, City Manager

\_\_\_\_\_  
Anita R. Ashford, Mayor

**APPROVED AS TO FORM:**

**ATTESTED TO:**

\_\_\_\_\_  
, City Attorney

\_\_\_\_\_  
Cyndee M. Jonseck, City Clerk

**CERTIFIED AS TO SUFFICIENCY  
OF FUNDS:**

\_\_\_\_\_  
Lee V. Ward, Director of Finance

Dated: \_\_\_\_\_

**CONSULTANT:** EnviroTrac, LLC.

\_\_\_\_\_  
John Miklos, President

Dated: \_\_\_\_\_

3/19/2026

NOTE: This signature sheet is for the professional services agreement with EnviroTrac, LLC. for professional services for the City of Port Huron 2026 Forestry Management Plan (P26-0100).

APPENDIX A

Title	Hourly Rate
President	\$ 200.00
Director	\$ 170.00
Remote sensing/GIS Specialist	\$ 140.00
Lead Arborist	\$ 100.00
Field Technician	\$ 95.00

Appendix B

**EnviroTrac**

**COPY**



REQUEST FOR PROPOSAL

City of Port Huron

# Forestry Management Plan

SOLICITATION 1-8-2026 • 02/16/2026

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## SECTION 1 COVER LETTER

February 16, 2026  
Purchasing Division  
100 McMorran Boulevard  
Port Huron, Michigan 48060  
Letter of Intent: Forestry Management Plan

To Whom It May Concern:

Bio-Tech Consulting is pleased to submit its qualifications for Solicitation Number 1-8-2026 Forestry Management Plan. Our firm recognizes that the City of Port Huron is seeking a partner with expertise in urban forestry, remote sensing, policy analysis, and community engagement. Bio-Tech Consulting LLC is part of the EnviroTrac family of companies, and we will deliver this effort as a single, integrated team. As part of the EnviroTrac organization, Bio-Tech Consulting LLC brings the benefit of a deeper bench of qualified staff, licensed technical oversight, and proven program controls—strengthening our ability to meet the City's qualification requirements and deliver the full scope.

Bio-Tech Consulting understands that the City of Port Huron is seeking a comprehensive Forestry Management Plan that establishes a foundation for transforming urban forest management from its current reactive approach to a proactive, data-driven strategy. We recognize the significance of Port Huron's ambitious goal to increase tree canopy coverage from its current 24.9% to 40%, while honoring the City's 29-year legacy as a Tree City USA community since 1997. This approach is designed to address decades of canopy loss from Dutch Elm Disease, Emerald Ash Borer, sewer separation projects, and urban renewal through strategic planning that integrates tree canopy expansion with public safety through risk mitigation, operational efficiency, and thoughtful alignment with broader City initiatives including stormwater management, climate resilience, and—critically—the equity-focused outcomes mandated by Resolution #20-054, which declares social inequities a public health crisis.

We understand that this contract requires a clear, comprehensive approach starting from baseline conditions, as no previous tree inventory exists for Port Huron. Our scope encompasses a complete tree inventory and risk assessment across 142.24 miles of streets and rights-of-way, 187.4 acres of parks, and 105 acres across three City-owned cemeteries (Lakeside, Veterans' Memorial, and Mount Sinai). We recognize the importance of implementing a robust data management system with thorough training to ensure City staff can maintain and utilize inventory data long-term. The project demands meaningful community engagement through public input meetings and education strategies, as the City understands that reaching 40% canopy coverage

requires active community participation and support. We also recognize the value of identifying grant opportunities, establishing suitable planting locations with appropriate species recommendations, developing pre-planting checklists for operational efficiency, and creating both implementation and maintenance plans with realistic timelines, budgets, and staffing requirements that address the City's capacity for both in-house work and supplemental contracting.

Bio-Tech Consulting intends to meet these requirements through our proven three-phase methodology adapted specifically for Port Huron's unique starting point. First, we will conduct comprehensive baseline data collection through systematic tree inventory of all public properties, canopy coverage assessment of both public and private lands, and detailed risk assessment to establish the foundation that has not previously existed. Our tree age estimation methodology will provide valuable insights for replacement planning and lifecycle management. Second, we will facilitate robust community engagement through two public input meetings, targeted outreach to underserved neighborhoods identified through equity mapping aligned with Resolution #20-054, and collaborative development of community education strategies that ensure all residents—regardless of race, color, or social status—benefit equitably from urban forest investments. Third, we will deliver actionable recommendations focused on "trees in the ground," supported by detailed implementation strategies with phased planting targets, cost-benefit analyses, maintenance protocols with clear staffing and contracting guidance, grant identification with application requirements, and performance metrics that provide a clear pathway from 24.9% to 40% canopy coverage.

Our team's extensive experience developing forestry management plans for municipal governments, combined with our expertise in tree inventory, GIS analysis, risk assessment, data management system implementation with training, policy development, equity-focused planning, and community facilitation, positions us to deliver a plan that serves as a practical, implementable roadmap for equitable and sustainable urban forest expansion in Port Huron for decades to come.

On behalf of the Bio-Tech Consulting project team, I ask that you review the project team's experience and personnel qualifications provided herein and select the Bio-Tech Consulting. Thank you for your consideration.

Sincerely,



John Miklos  
President

## SECTION 2 FIRM HISTORY

Founded in 2003 and headquartered in Orlando, Florida, Bio-Tech Consulting is a full-service environmental consulting firm with more than 22 years of experience serving government agencies, municipalities, developers, and commercial clients across the United States. With offices in eleven states and a team of over 80 professionals—including environmental scientists, biologists, ISA Certified Arborists, GIS and remote sensing specialists, and project managers—our firm combines regional presence with national resources. This structure allows us to deliver technically sophisticated solutions while providing the responsiveness, accessibility, and personalized service of a local firm.

Bio-Tech Consulting's Arbor Services division provides expert tree care, risk assessment, and urban forestry management through a team of ISA Certified Arborists and urban forestry professionals. Our comprehensive urban forestry capabilities include:

### **Tree Risk Assessment and Management**

- ISA Level 2 TRAQ assessments using systematic visual methodology per ANSI A300 standards
- Target identification and failure potential analysis
- Residual risk matrices and actionable mitigation recommendations

### **Urban Forest Management Planning**

- Species diversity evaluation and ecosystem services quantification
- Planting site suitability studies and maintenance cycle optimization
- Long-term budget forecasting for municipal forestry programs

### **Municipal Tree Inventories and GIS Integration**

- Urban forest master plans
- Community engagement
- Condition assessments and maintenance prioritization
- Full compliance documentation for local tree ordinances

### **Remote Sensing and Canopy Analysis**

- High-resolution satellite and aerial imagery analysis
- Canopy cover percentage calculations and change detection analysis
- Heat island mapping and canopy health evaluation using multispectral indices
- Prioritization of planting areas for maximum ecosystem benefit

## SECTION 3 SCOPE & METHODOLOGY

Bio-Tech Consulting will provide comprehensive professional services to develop a Forestry Management Plan for the City of Port Huron that establishes baseline inventory data, assesses current conditions, engages the community, and provides a strategic roadmap for increasing tree canopy coverage from 24.9% to 40% while ensuring equitable distribution across all neighborhoods in alignment with Resolution #20-054.

### **TASK 1: PROJECT MANAGEMENT & MEETINGS**

Provide overall project coordination, schedule management, and quality assurance throughout the project. Facilitate and document six required meetings: Kickoff Meeting (April 2026), two Interim Progress Meetings, Preliminary Plan Review Meeting (60% - July 2026), Final Plan Review Meeting (80-90% - November 2026), and in-person City Council Presentation (December 2026). Conduct two Public Input Meetings to gather community priorities and feedback on draft recommendations. Coordinate closely with City Public Information Office on all communications and outreach.

### **TASK 2: COMPREHENSIVE TREE INVENTORY & RISK ASSESSMENT**

Conduct complete field inventory of all City-owned public property including 142.24 miles of streets/rights-of-way, 187.4 acres of parks, and 105 acres across three cemeteries (Lakeside, Veterans' Memorial, Mount Sinai). For each tree, collect GPS location, species identification, size measurements (DBH, height, crown spread), age estimation using growth rate methodology with selective core sampling verification, health assessment (vigor, decay, disease, dieback), structural evaluation (trunk, crown, and root defects), site conditions (soil, utilities, hardscape, growing space), and maintenance needs. Perform comprehensive risk assessment using ISA Best Management Practices, documenting targets, failure potential, consequence of failure, and assigning risk ratings (extreme, high, moderate, low) with specific mitigation recommendations and timelines.

### **TASK 3: CANOPY COVERAGE ASSESSMENT**

Conduct citywide canopy assessment for both public and private property using current high-resolution (50cm or better) satellite imagery. Perform automated classification using state-of-the-art computer vision algorithms with manual refinement to delineate tree canopy, achieving 90% or greater accuracy. Calculate total canopy acreage and percentage. Analyze canopy distribution by land use type, neighborhood, and demographic characteristics. Conduct equity analysis overlaying canopy coverage with demographic data, urban heat island mapping, and environmental quality indicators to identify underserved neighborhoods and priority areas for investment. Evaluate available LIDAR data for potential future inventory applications. Deliver GIS canopy coverage layers, comprehensive analysis report, map atlas, and summary statistics.

**TASK 4: DATA MANAGEMENT SYSTEM IMPLEMENTATION & TRAINING**

Assess City's technology infrastructure and requirements. Present options for tree inventory data management systems ranging from basic (Excel/GIS) to comprehensive enterprise platforms. Configure selected system including database setup, GIS integration, report templates, and workflow establishment. Import complete inventory data and prepare system for ongoing use. Develop and deliver comprehensive training program, work order management, mapping/analysis, and system administration. Provide user documentation, training materials, and 30-day post-training support period.

**TASK 5: COMMUNITY ENGAGEMENT & EDUCATION STRATEGIES**

Facilitate two public input meetings at strategic times (mid-project and late-project) using interactive formats to gather community priorities, values, and feedback on draft recommendations. Document and analyze all input received. Engage key stakeholder groups through targeted outreach. Develop comprehensive community education strategy identifying target audiences, educational topics, communication channels (traditional media, digital, print, events, partnerships), and equity-focused approaches ensuring all neighborhoods have access. Provide case studies from comparable communities, implementation recommendations with timelines and resource requirements, sample materials, and success metrics.

**TASK 6: FORESTRY MANAGEMENT PLAN DEVELOPMENT**

Develop comprehensive Urban Forest Management Plan organized into executive summary and chapters covering: current conditions assessment, vision/goals/objectives, management strategies and recommendations, implementation plan, and maintenance plan. Establish clear, measurable goals collaboratively with City staff and informed by community input. Research and identify federal, state, and foundation grant opportunities with detailed application guidance. Identify and prioritize suitable planting locations using GIS analysis and field reconnaissance, with equity-focused prioritization for underserved neighborhoods. Develop comprehensive recommended species list organized by size class with selection criteria emphasizing climate adaptability, pest/disease resistance, diversity, and site suitability. Create species-site matching guidance and prohibited species list. Develop equity distribution strategy with disparity analysis, priority investment areas, and accountability metrics aligned with Resolution #20-054. Create user-friendly pre-planting checklist covering site assessment, soil, sun exposure, utilities (MISS Dig), sight distance, hardscape, aesthetics, and planting specifications. Develop phased implementation plan (5-year increments) with prioritized projects, timelines, detailed budget projections (personnel, contracted services, equipment, materials, outreach), roles/responsibilities, and performance metrics. Develop detailed maintenance plan including standards and specifications (ANSI A300), routine and cyclical activities, staffing requirements analysis with organizational recommendations, equipment needs and replacement schedule, contracting strategies, and annual maintenance budget projections by phase.

## DELIVERABLES

- Preliminary Plan (60% - July 2026) and Final Review Plan (80-90% - November 2026)
- Final Forestry Management Plan in Word and PDF formats with executive summary and comprehensive appendices (December 2026)
- Complete tree inventory database in Excel and GIS formats with full attribute data
- GIS data layers (inventory points, canopy coverage, priority planting locations, equity analysis)
- Configured and populated data management system with training and documentation
- Community input compilation and analysis report
- Professional City Council presentation materials
- Map atlas and supporting graphics
- Post-Council revisions if required (January 2027)

## Methodology

### 1. Project Management & Communication

Jeremy Cooper, ISA Certified Arborist, will serve as Project Manager and primary point of contact, with overall responsibility for project coordination, quality assurance, client communication, and timeline management. John A. Miklos will provide executive oversight and final quality review of all deliverables.

**Meeting Structure:** We will facilitate all required meetings per the RFP scope, with the following approach:

- **Kickoff Meeting (April 2026):** Confirm scope, review City GIS systems, establish communication protocols, tour representative areas
- **Interim Progress Meetings (2):** Structured check-ins post-inventory and post-canopy analysis
- **Review Meetings (60% and 80-90%):** Detailed presentations with documentation of City comments and revision plans
- **City Council Presentation (December 2026):** Public-facing presentation with visual aids communicating plan vision and recommendations
- **Public Input Meetings (2):** Community engagement sessions (detailed in Section 4)

Monthly progress reports will document completed activities, upcoming tasks, and issues requiring City input. We will adhere to the milestone schedule in the RFP Attachment 1.

## 2. Tree Inventory & Risk Assessment

### 2.1 Inventory Scope

Bio-Tech will conduct comprehensive inventory of all public trees across:

- **Street Trees:** 142.24 miles ± of right-of-way
- **Parks:** 187.4 acres ± across mapped facilities
- **Cemeteries:** 105 acres ± (Lakeside, Veterans' Memorial, Mount Sinai)

### 2.2 Field Data Collection

Evan Quigley, ISA Certified Arborist, will lead a field team of 4-8 trained technicians using TreePlotter data collection software with GPS location data. For each tree, we will record:

#### Location & Identification:

- GPS coordinates, address/intersection, site type
- Species (botanical and common name)
- DBH (0.1" precision using diameter tape), height, crown spread
- Inventory date

**Age Estimation:** We propose a multi-method approach:

- DBH-based estimation using species-specific growth rate tables (primary method)
- Visual assessment of maturity characteristics by experienced arborists
- Historical records cross-reference where available
- Selective increment boring for high-value/historic trees (with City approval, minimizing tree impacts)

#### Health Assessment:

- Overall condition rating (Excellent/Good/Fair/Poor/Critical/Dead)
- Canopy density, disease symptoms, pest damage
- Decline indicators (dieback %, discoloration, thinning)
- Decay indicators (cavities, conks, visible rot)

**Structure & Site:**

- Structural defects (cracks, splits, weak attachments, lean >10°)
- Root issues (girdling, heaving, exposure)
- Growing space dimensions, soil conditions, hardscape conflicts
- Overhead utility conflicts, building proximity, sight distance issues

**2.3 Risk Assessment Framework**

Following ISA Best Management Practices, we will evaluate:

**Likelihood of Failure:** Imminent/Probable/Possible/Improbable based on structural assessment

**Consequence of Failure:** Severe/Significant/Minor/Negligible based on target value

**Overall Risk Rating:** Extreme/High/Moderate/Low with recommended action timelines

Trees rated Extreme or High Risk will be flagged for priority attention in the management plan.

**Quality Control:** Project Manager will audit 10% of inventoried trees; ISA Certified Arborists will review species identifications, data validation protocols will check completeness and accuracy.

**3. Canopy Assessment & Planting Opportunities****3.1 Canopy Mapping**

Jennifer Martin will lead remote sensing analysis using high-resolution multispectral satellite imagery (sub-meter, 2025-2026, leaf-on conditions). Our approach:

**Classification:** State-of-the-art computer vision classification with field-validated training data

**Refinement:** Manual review, integration with building/road data, removal of false positives

**Accuracy:** >90% overall accuracy, >85% producer's/user's accuracy for tree canopy class

Jon Holly, GISP, will calculate comprehensive canopy metrics: city-wide coverage (total area and %), canopy by ownership (public/private), canopy by land use, density at census block/neighborhood scale.

**3.2 Equity Analysis**

In alignment with Resolution #20-054, we will overlay canopy coverage with demographic data to:

- Calculate coverage by socioeconomic indicators.
- Identify environmental justice communities with below-average canopy
- Prioritize planting areas to address inequitable distribution

### 3.3 Planting Opportunity Assessment

GIS-based analysis will identify suitable planting locations evaluating:

- Available growing space (minimum 4' strip width for streets)
- Overhead utilities
- Sight distance requirements (intersections, driveways)
- Soil conditions, sun exposure, maintenance access

**Deliverables:** City-wide map of planting locations by priority, estimated capacity by site type, recommended species by location.

## 4. Community Engagement & Education

### 4.1 Public Input Meetings

**Meeting #1 (July/August):** "Understanding Port Huron's Urban Forest"

- Open house with inventory findings and canopy results
- Interactive mapping of community priorities
- Comment cards and online survey

**Meeting #2 (October/November):** "Building Port Huron's Urban Forest Future"

- Presentation of draft plan recommendations
- Interactive polling on implementation priorities
- Breakout discussions and feedback stations

Both meetings will be held evenings (6:00-8:00 PM) at accessible, central venues with hybrid format options. We will compile feedback and document how community input influenced plan development.

### 4.2 Education Strategies

The management plan will include comprehensive strategies

- Homeowner tree planting and care guides
- Communication channels (dedicated webpage, social media, newsletters)
- Case studies from comparable Michigan cities

## 5. Management Plan Development

The Forestry Management Plan will provide a practical roadmap to achieve 40% canopy coverage with the following organization:

**Executive Summary:** Vision, key findings, priority recommendations, implementation timeline overview

**Current Conditions:** Inventory results (species diversity, age distribution, condition), risk assessment findings, canopy analysis (current 24.9% documented), equity analysis, regional benchmarks

**Goals & Objectives:** SMART goals including: increase canopy 24.9% to 40%, achieve equitable distribution, improve species diversity, maintain existing trees, engage community

### Management Strategies:

#### *Tree Planting & Establishment*

- Annual planting targets to achieve 40% goal
- Suitable planting location mapping by site type
- Recommended species palette organized by conditions (street/park/cemetery)
- Species diversity targets (10-20-30 rule: no species >10%, genus >20%, family >30%)
- Planting specifications and establishment care protocols
- **Pre-planting checklist** addressing: soil type, sun exposure, MISS DIG utilities, sight distance, hardscape clearance, overhead utilities, growing space adequacy, species selection, aesthetics

*Tree Maintenance & Risk Management:* Preventive maintenance programs, cyclical pruning schedules, risk tree protocols, pest/disease management, storm response

*Equitable Distribution:* Priority neighborhoods based on equity analysis, targeted programs for environmental justice communities

*Tree Protection:* Construction impact mitigation, heritage tree preservation, policy recommendations

*Community Engagement:* Volunteer programs, partnership opportunities, education implementation

**Implementation Plan:**

*Timeline & Phasing:* 10-year roadmap organized by priority (Year 1-2 immediate, 3-5 medium-term, 6-10 long-term) with annual milestones

*Budget & Funding:* Detailed cost estimates for planting (per tree), maintenance (annual), equipment, staffing, administration. Funding strategy including grants (federal/state/foundation with requirements), partnerships, fee-based programs. 10-year capital improvement budget.

*Staffing & Organizational Capacity:* Current staffing assessment, recommended levels (City Forester position description, tree crew composition, seasonal support), contracting strategy (in-house vs. contract services with annual budget estimates), training needs, organizational structure

*Equipment & Infrastructure:* Existing inventory, recommended acquisitions (aerial lift, chipper, stump grinder, vehicles) with specifications and costs, replacement schedule, facility needs

**Monitoring & Adaptive Management:** Key performance indicators (canopy %, trees planted/maintained, condition, risk response time, diversity metrics, equity metrics), re-inventory schedule (5-7 year cycle), annual reporting framework, plan update process (5-year major updates)

**Policies & Ordinances:** Review of existing policies, gap analysis, recommendations for improvements (street tree standards, development requirements, private property protection, hazard tree protocols, heritage tree designation), model ordinance language

**Appendices:** Complete inventory database, canopy maps/statistics, recommended species profiles, community engagement documentation, grant opportunities guide, technical specifications, glossary

**5.2 Writing Approach**

The plan will be written in accessible language with visual elements (maps, charts, photos, infographics), executive summaries for each section, callout boxes for key findings, and real-world examples. As specified in the RFP, this plan will be "focused on trees in the ground" – every recommendation includes clear implementation steps, responsible parties, timeline, resource requirements, and success metrics.

**6. Data Management & Deliverables****6.1 Tree Inventory Database**

- **Platform:** ArcGIS geodatabase (file geodatabase) compatible with City GIS systems
- **Structure:** Normalized relational design with tree points, inspection history, maintenance records, species reference tables
- **Formats:** ArcGIS File Geodatabase, Shapefile, Excel spreadsheet, PDF maps

## 6.2 Database Training

We will provide 4-hour training session covering: database structure, querying/filtering, generating work orders/reports, updating records, exporting data, creating maps, backing up data. Training materials include step-by-step user manual, quick reference guide, video tutorials, and practice dataset. 90-day post-delivery support included.

## 6.3 GIS Mapping Deliverables

Professional-quality maps including: tree locations/species/condition/risk/size, canopy coverage/density/equity analysis, planting locations, maintenance zones, implementation phasing. Maps will feature professional cartographic design (300 dpi) in multiple sizes (11x17, 24x36 posters) and formats (PDF, JPG, editable GIS files).

## 6.4 Final Deliverables

**Printed:** Management plan, executive summary, key maps

**Digital (USB + cloud):** Complete plan (PDF), all maps, inventory database (all formats), canopy GIS layers, community engagement documentation, City Council presentation, training materials, appendices

All deliverables organized in clear folder structure with documentation.

Our methodology combines advanced technology (high-accuracy GPS, machine learning canopy analysis, enterprise GIS), professional expertise (ISA Certified Arborists, GISP-certified analysis), equity-centered planning (explicit disparities analysis per Resolution #20-054), thoughtful community engagement, and implementation-ready recommendations (detailed costs, staffing, equipment, timelines) to ensure Port Huron receives a practical roadmap to achieve equitable 40% canopy coverage.

## SECTION 4 STAFFING

Bio-Tech Consulting has assembled a dedicated team of urban forestry, GIS, and remote sensing professionals to deliver comprehensive services for the City of Port Huron Forestry Management Plan. Our team brings extensive experience in municipal tree inventories, canopy assessments, and management plan development, with direct experience in projects similar in scope and objectives to Port Huron's goals.

All work will be performed by Bio-Tech Consulting staff and our affiliate partner Earth Systems (remote sensing services). **No subcontractors are anticipated for this project.** This approach ensures consistent quality control, streamlined communication, and direct accountability throughout all project phases.

Our team structure provides clear lines of responsibility while enabling efficient collaboration across technical disciplines. Jeremy Cooper serves as Project Manager and single point of contact for all City communications, supported by specialized technical leads for GIS database management, canopy assessment, and field inventory operations.

### PROJECT TEAM STRUCTURE

John A. Miklos, President - Executive Oversight

↓

Jeremy Cooper, ISA Certified Arborist - Project Manager

↓

Technical Team:

- Jennifer Martin - Remote Sensing and Canopy Assessment
- Evan Quigley, ISA Certified Arborist - Field Assessment Lead
- Jon Holly, GISP - GIS Analysis and Database Management
- Field Data Collection Team (4-8 field technicians as needed)

**John A. Miklos**

**Role:** President - Executive Oversight and Quality Assurance

**Education:** B.S. Limnology, University of Central Florida

**Experience:** 31 years in environmental consulting and regulatory affairs

**Professional Affiliations:** Former Chairman, St. Johns River Water Management District Governing Board Member, Florida Chamber Foundation

**Role in Project:**

As Bio-Tech Consulting's President and founder, Mr. Miklos will provide executive oversight and strategic guidance throughout the project. His extensive experience in municipal environmental planning will ensure all plan recommendations are practical, implementable, and aligned with the City of Port Huron's goals. He will conduct final quality review of all deliverables before submission to the City.

**Commitment:** 5% time allocation for executive oversight, strategic guidance, and quality assurance.

---

**Jeremy Cooper, ISA Certified Arborist**

**Role:** Project Manager and Primary Point of Contact

**Education:** M.S. Forestry Resources and Conservation, University of Florida

**Experience:** 14 years in environmental consulting and urban forestry

**Certifications:** ISA Certified Arborist #FL-9476A

**Relevant Experience:** Mr. Cooper will serve as the Project Manager and primary point of contact for the City of Port Huron. He brings extensive experience in urban forestry projects, including municipal tree inventories, canopy assessments, and management plan development. His role will include overall project coordination, quality assurance, client communication, meeting facilitation, presentation development and delivery, and ensuring all deliverables meet project requirements and timelines.

Relevant project experience includes

- Project Manager for Temple Terrace Urban Tree Canopy Assessment (2025)
- Lead Arborist for Orange County Park Tree Inventory (2023-2024)
- Project Manager for 15+ community development district tree management plans
- Municipal policy development and natural areas management planning

**Commitment:** 35% time allocation throughout project duration.

**Jennifer Martin**

**Role:** Program Manager - Remote Sensing and Canopy Assessment

**Education:** M.S. Geoscience, Murray State University; B.S. Geoscience

**Experience:** 11 years in remote sensing and machine learning applications

**Affiliations:** Earth Systems (Bio-Tech affiliate partner)

**Relevant Experience:** Ms. Martin leads our advanced remote sensing and canopy assessment initiatives. She will oversee all aspects of satellite imagery acquisition, processing, and classification for Port Huron's public and private canopy assessment, ensuring maximum accuracy through state-of-the-art analysis methods.

Technical expertise includes:

- Supervised and unsupervised machine learning for land cover classification
- Deep learning neural networks (TensorFlow, PyTorch) for vegetation analysis
- Multispectral and hyperspectral image processing
- Change detection analysis and temporal trend assessment
- Accuracy assessment and validation methodologies
- Urban tree canopy (UTC) assessment and expansion modeling

Her work on the Temple Terrace UTC Assessment achieved >95% classification accuracy and demonstrated our firm's cutting-edge capabilities in this specialized field. She will apply these same methods to support Port Huron's goal of increasing canopy coverage from 24.9% to 40%.

**Commitment:** 20% time allocation during canopy assessment phase.

**Jon Holly, GISP**

**Role:** GIS Manager and Database Administrator

**Education:** B.S. Business Administration, University of Central Florida

**Experience:** 19 years in GIS and geospatial analysis

**Relevant Experience:** Mr. Holly leads Bio-Tech Consulting's GIS department and will oversee all geospatial analysis components of the project, including tree inventory database design, canopy mapping, and creation of final GIS deliverables. His expertise ensures all spatial data will be accurate, well-documented, and compatible with the City's systems. He will provide training to City staff on database management and updates.

Technical capabilities include:

- Advanced proficiency in ArcGIS Pro, ArcGIS Online, and QGIS
- Satellite imagery processing and multispectral analysis
- LiDAR point cloud processing and analysis (LAStools, FUSION)
- Python scripting for automated spatial analysis workflows
- Database design and enterprise GIS implementation
- Web-based mapping application development

Relevant projects:

- GIS Lead for Temple Terrace UTC Assessment
- Created county-wide canopy maps for Orange, Seminole, and Brevard Counties
- Developed tree inventory databases for 25+ communities integrated with asset management systems

**Commitment:** 15% time allocation throughout project duration

### **Evan Quigley, ISA Certified Arborist**

**Role:** Field Assessment Lead and Quality Control

**Education:** B.S. Forest Resources and Conservation, University of Florida

**Experience:** 6 years in arboriculture and urban forestry

**Certifications:** ISA Certified Arborist #FL-10188A

**Relevant Experience:** Mr. Quigley will lead all field assessment activities for Port Huron's street, park, and cemetery tree inventory. His expertise in tree identification, health assessment, risk evaluation, and GPS data collection will ensure accuracy of all field-based deliverables. He will supervise field crews and conduct quality control checks throughout the inventory process.

Key qualifications include:

- Extensive experience with tree species identification across diverse climates
- Proficient in mobile GIS data collection (ArcGIS Field Maps, Survey123)
- Tree risk assessment following ISA Best Management Practices
- Storm damage assessment experience following major weather events
- Field data quality control and validation protocols

**Commitment:** 40% time allocation during field assessment phases, 15% during plan development.

**City of Temple Terrace - Urban Tree Canopy Assessment and Management plan (2025)**

**Client:** City of Temple Terrace, Parks and Recreation Department

**Project Value:** \$54,000

**Status:** Estimated March 2026

**Services Provided:**

- Comprehensive Urban Tree Canopy Assessment using high-resolution (30cm) Pleiades Neo satellite imagery.
- Deep learning classification to identify tree canopy, potentially plantable areas, impervious surfaces, and water
- Change analysis comparing 2025 data with historical baselines (2021, 2017, 2013)
- GIS mapping showing canopy distribution and planting opportunities
- Comprehensive report with recommendations for canopy restoration and strategic planting
- City wide Urban Forest Management plan, policy recommendations, and canopy revitalization plan.

**Key Findings:** Documented 41.27% current canopy coverage with 26.95% potentially plantable area. Identified significant canopy loss since 2017 peak (53.1%), attributed to hurricane impacts and development. Provided actionable recommendations for targeted restoration efforts.

**Client Reference:**

**Joe Ferris**

City Arborist

City of Temple Terrace

Office: 813-506-6482

Cell: 813-557-0393

[jferris@templeterrace.gov](mailto:jferris@templeterrace.gov)

**Lake Lotta – Tree Protection Plan (2023)**

**Client:** Swanson Land Company

**Project Value:** \$100,000

**Status:** Complete July 2023

**Services Provided:**

- Conducted a comprehensive tree survey, tree health evaluation and threatened and endangered species survey
- Established a tree protection plan, and specimen tree restoration plan to maintain a healthy canopy, and long-term viability of trees.
- Applied and received environmental permits at the local, state, and federal level for environmental impacts.

**Key deliverable:** Created a comprehensive tree protection plan to prevent damage or loss of trees during large scale development and construction. Successfully achieved a 100% survival rate for all protected trees.

**Client Reference:**

*Lara Swanson*

President

Swanson Land Company

Cell: 904-219-3330

[lara@swansonlandco.com](mailto:lara@swansonlandco.com)

SECTION 6  
COSTS & HOURS

S1-8-26 · 02/16/2026

SUMMARY OF COSTS

ATTACHMENT 3

TITLE: City of Port Huron 2026 Forestry Management Plan

FIRM: Bio-Tech Consulting, Inc.

Authorized Signature:  DATE: February 16, 2026

TASK	TASK DESCRIPTION	LABOR	SUPPLIES & MATERIALS	OTHER DIRECT COSTS	TRANSPORTATION	TOTAL
Task 1	Project Management and Meetings	\$6,000	\$500	\$0	\$1,500	\$8,000
Task 2	Comprehensive Tree Inventory	\$44,500	\$500	\$0	\$5,000	\$50,000
Task 3	Canopy Coverage Assessment	\$15,000	\$0	\$5,000	\$0	\$20,000
Task 4	Data Management System Implementation and Training	\$9,750	\$250	\$0	\$0	\$10,000
Task 5	Community Engagement and Education	\$8,250	\$750	\$0	\$1,000	\$10,000
Task 6	Forestry Management Plan Development	\$15,000	\$0	\$0	\$0	\$15,000
<b>TOTAL:</b>		<b>\$98,500</b>	<b>\$2,000</b>	<b>\$5,000</b>	<b>\$7,500</b>	<b>\$113,000</b>

TOTAL COST: \$113,000

### SUMMARY OF STAFF-HOUR DISTRIBUTION

Name	Role	T1	T2	T3	T4	T5	T6	Total
Jeremy Cooper	<i>Project Manager</i>	35	10	25	20	50	95	<b>235</b>
John A. Miklos	<i>President</i>	5	5	5	5	5	5	<b>30</b>
Evan Quigley	<i>Field Assessment Lead</i>		60					<b>60</b>
Jennifer Martin	<i>Remote Sensing Manager</i>			40				<b>40</b>
Jon Holly	<i>GIS Manager</i>			30	40			<b>70</b>
Field Technicians	<i>4-8 Technicians</i>		370					<b>370</b>
<b>TOTAL HOURS BY TASK:</b>		<b>40</b>	<b>445</b>	<b>100</b>	<b>65</b>	<b>55</b>	<b>100</b>	<b>805</b>

TASK LEGEND	
<b>Task 1</b>	Project Management and Meetings
<b>Task 2</b>	Comprehensive Tree Inventory
<b>Task 3</b>	Canopy Coverage Assessment
<b>Task 4</b>	Data Management System Implementation and Training
<b>Task 5</b>	Community Engagement and Education
<b>Task 6</b>	Forestry Management Plan Development

**ATTACHMENT 2**

**TITLE:** City of Port Huron 2026 Forestry Management Plan

**FIRM:** Bio-Tech Consulting, Inc.

**Authorized Signature:** 

**DATE:** February 16, 2026

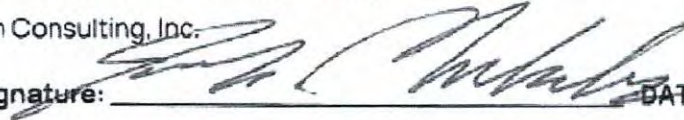
<b>John A. Miklos</b>	<b>HOURS</b>
<i>Role: President - Executive Oversight</i>	
Task 1 - Project Management and Meetings	5
Task 2 - Comprehensive Tree Inventory	5
Task 3 - Canopy Coverage Assessment	5
Task 4 - Data Management System Implementation and Training	5
Task 5 - Community Engagement and Education	5
Task 6 - Forestry Management Plan Development	5
<b>TOTAL HOURS:</b>	<b>30</b>

*NOTE: ALL TIMES ARE GIVEN IN PERSON-HOURS*

**TITLE:** City of Port Huron 2026 Forestry Management Plan

**FIRM:** Bio-Tech Consulting, Inc.

**Authorized Signature:**



**DATE:** February 16, 2026

Jeremy Cooper, ISA Certified Arborist	HOURS
<i>Role: Project Manager</i>	
Task 1 - Project Management and Meetings	35
Task 2 - Comprehensive Tree Inventory	10
Task 3 - Canopy Coverage Assessment	25
Task 4 - Data Management System Implementation and Training	20
Task 5 - Community Engagement and Education	50
Task 6 - Forestry Management Plan Development	95
<b>TOTAL HOURS:</b>	<b>235</b>

*NOTE: ALL TIMES ARE GIVEN IN PERSON-HOURS*

**TITLE:** City of Port Huron 2026 Forestry Management Plan

**FIRM:** Bio-Tech Consulting, Inc.

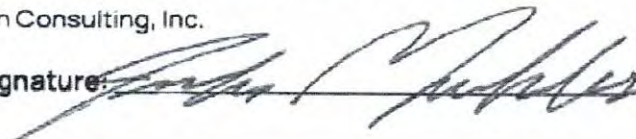
**Authorized Signature:**  **DATE:** February 16, 2026

Jennifer Martin	HOURS
<i>Role: Program Manager - Remote Sensing</i>	
Task 3 - Canopy Coverage Assessment	40
<b>TOTAL HOURS:</b>	<b>40</b>

*NOTE: ALL TIMES ARE GIVEN IN PERSON-HOURS*

**TITLE:** City of Port Huron 2026 Forestry Management Plan

**FIRM:** Bio-Tech Consulting, Inc.

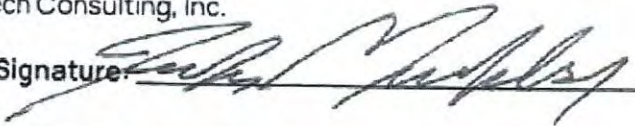
**Authorized Signature:**  **DATE:** February 16, 2026

Jon Holly	HOURS
<i>Role: GIS Manager</i>	
Task 3 - Canopy Coverage Assessment	30
Task 4 - Data Management System Implementation and Training	40
<b>TOTAL HOURS:</b>	<b>70</b>

*NOTE: ALL TIMES ARE GIVEN IN PERSON-HOURS*

**TITLE:** City of Port Huron 2026 Forestry Management Plan

**FIRM:** Bio-Tech Consulting, Inc.

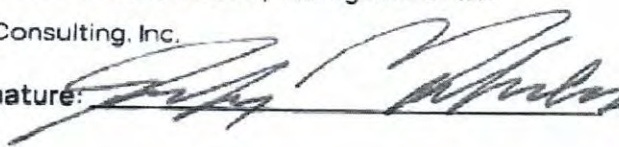
**Authorized Signature:**  **DATE:** February 16, 2026

Evan Quigley, ISA Certified Arborist	HOURS
<i>Role: Field Assessment Lead</i>	
Task 2 - Comprehensive Tree Inventory	60
<b>TOTAL HOURS:</b>	<b>60</b>

*NOTE: ALL TIMES ARE GIVEN IN PERSON-HOURS*

**TITLE:** City of Port Huron 2026 Forestry Management Plan

**FIRM:** Bio-Tech Consulting, Inc.

**Authorized Signature:**  **DATE:** February 16, 2026

Field Data Collection Team	HOURS
<i>Role: 4-8 Technicians</i>	
Task 2 - Comprehensive Tree Inventory	370
<b>TOTAL HOURS:</b>	<b>370</b>

*NOTE: ALL TIMES ARE GIVEN IN PERSON-HOURS*

## SECTION 7 SUGGESTED ALTERNATIVES

S1-B-26 - 02/16/2026

Bio-Tech Consulting offers the following additional services that can enhance the value and long-term effectiveness of the City of Port Huron's Forestry Management Plan. These services are available as optional add-ons to the base scope of work.

### **TASK 7 (OPTIONAL) : URBAN HEAT ISLAND ANALYSIS AND THERMAL MAPPING**

Conduct comprehensive urban heat island (UHI) analysis to quantify the relationship between tree canopy coverage and surface temperature patterns across the City of Port Huron. Using high-resolution summer thermal satellite imagery (Landsat 8/9 TIRS or equivalent), we will calculate land surface temperature (LST) at 30-meter resolution during peak summer conditions.

Our analysis will integrate thermal data with the tree canopy classification outputs from Task 3 to:

- Identify spatial relationships between existing canopy cover and surface temperature variations
- Map heat island intensity across neighborhoods, identifying areas with elevated heat exposure (temperatures exceeding city-wide mean by 5°F or more)
- Overlay thermal patterns with demographic data to reveal temperature-related environmental justice disparities
- Quantify the cooling benefit provided by existing tree canopy (average temperature differential between canopied vs. non-canopied areas)
- Prioritize planting locations where canopy expansion can provide maximum cooling benefits to vulnerable populations
- Calculate potential temperature reduction scenarios based on achievement of 40% canopy goal

Methodology will employ established UHI analysis protocols including atmospheric correction, emissivity adjustment, and validation against ground-based temperature sensors where available. Analysis will be conducted for multiple dates (minimum 2-3 cloud-free summer days) to ensure robust results.

#### **Deliverables:**

- City-wide land surface temperature maps showing spatial heat patterns
- Heat island intensity classification (extreme/high/moderate/low heat zones)
- Canopy-temperature correlation analysis with statistical metrics
- Heat equity analysis overlaying temperature patterns with demographic indicators
- Priority cooling zone identification maps
- Technical report documenting methodology, findings, and cooling benefit projections
- Integration of UHI findings into main Forestry Management Plan recommendations

This enhanced analysis strengthens the equity-focused prioritization required by Resolution #20-054 and provides compelling public health justification for strategic canopy expansion in heat-vulnerable neighborhoods.

#### **TASK 8 (OPTIONAL): FIVE-YEAR CANOPY MONITORING PROGRAM**

Establish a structured five-year canopy monitoring program to track progress toward the City's 40% canopy coverage goal and assess the effectiveness of management plan implementation. This optional service provides the City with a cost-effective pathway to maintain current canopy data, measure tree planting program success, and adaptively manage urban forestry investments over time.

##### **Program Components:**

##### **Year 5 Canopy Re-Assessment (2031):**

- Acquire and process current high-resolution aerial/satellite imagery (same specifications as baseline assessment)
- Conduct updated canopy classification using established methodology to ensure comparability
- Calculate city-wide canopy coverage percentage and acreage
- Perform change detection analysis comparing 2026 baseline to 2031 conditions
- Identify areas of canopy gain (new planting/growth) and canopy loss (removal/mortality)
- Analyze canopy change by neighborhood, land use type, and demographic characteristics
- Assess progress toward equity goals and 40% canopy target

##### **Reporting and Recommendations:**

- Comprehensive monitoring report documenting five-year canopy trends
- Updated GIS data layers and map products
- Progress evaluation against management plan implementation metrics
- Assessment of whether planting rates/strategies are on track to achieve 2045 goal (20-year target)
- Adaptive management recommendations based on observed trends
- Identification of priority areas requiring increased attention or revised strategies

##### **Presentations:**

- Technical briefing to City staff on monitoring findings
- City Council presentation communicating progress and recommendations

This monitoring program can be renewed in five-year intervals (2031, 2036, 2041, 2046) to provide consistent tracking over the 20-year planning horizon. Regular monitoring ensures accountability, demonstrates return on urban forestry investments, supports grant applications, and enables data-driven adjustments to planting and maintenance strategies.

**Optional Enhancement:** Each five-year monitoring cycle can include updated urban heat island analysis (per Task 7 methodology) to quantify the cooling benefits achieved through canopy expansion and validate public health improvements.

## SECTION 8 MANAGEMENT INVOLVEMENT

SI-8-26 • 02/16/2026

Bio-Tech Consulting is committed to providing the City of Port Huron with direct access to senior leadership throughout all phases of this project. Our management structure ensures both strategic oversight and hands-on technical direction from experienced professionals who will be personally invested in the project's success.

### **Executive Leadership and Strategic Guidance**

John A. Miklos, President and founder of Bio-Tech Consulting, will provide executive oversight and strategic guidance throughout the project duration. With 29 years of experience in environmental consulting and municipal planning, Mr. Miklos brings a comprehensive understanding of how forestry management plans must align with broader municipal goals, budget realities, and community expectations. He will conduct final quality review of all deliverables before submission to ensure they meet the highest professional standards and are truly implementable given Port Huron's unique context and challenges. Mr. Miklos will be personally available to the City for consultation on policy-level questions, implementation strategies, and long-term planning considerations.

### **Director-Level Project Management**

Jeremy Cooper, ISA Certified Arborist and Bio-Tech's Director of Arboriculture and Forest Resources, will serve as Project Manager and the City's primary point of contact. As a senior director within the firm, Mr. Cooper has the authority to make real-time decisions, allocate resources, and ensure seamless coordination across all technical disciplines. His director-level involvement guarantees the City will not be working with junior staff but rather with a seasoned professional who has both the technical expertise and organizational authority to deliver results efficiently and effectively. Mr. Cooper will be directly accessible to City staff throughout the project and will personally participate in all meetings, presentations, and key project milestones.

This management structure—combining executive oversight with director-level project management—ensures the City of Port Huron receives the attention, responsiveness, and quality that this important initiative deserves.

## SECTION 9 CONCLUSION

S1-8-26 • 02/16/2026

Bio-Tech Consulting is honored to submit this proposal for the City of Port Huron's Forestry Management Plan. We recognize the significance of this project—not only as a technical exercise in documenting current conditions and charting a path to 40% canopy coverage, but as a foundational document that will guide Port Huron's urban forest management for decades to come and ensure equitable distribution of environmental benefits across all neighborhoods in accordance with Resolution #20-054.

Our team brings the precise combination of capabilities Port Huron needs: ISA Certified Arborists with extensive municipal inventory experience, cutting-edge remote sensing and canopy analysis expertise, robust GIS and data management capabilities, and a demonstrated track record of creating implementable management plans that result in "trees in the ground." We understand that Port Huron needs more than a document—you need a practical roadmap with realistic timelines, accurate cost projections, clear staffing recommendations, and actionable next steps that your team can confidently execute.

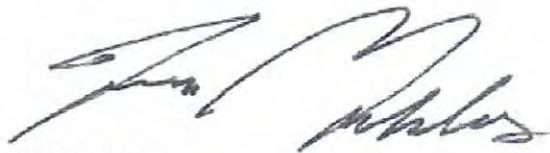
We are committed to delivering a plan that honors Port Huron's 29-year legacy as a Tree City USA community, addresses the canopy losses from Dutch Elm Disease and Emerald Ash Borer, engages the community meaningfully in the planning process, and provides the City with the tools, data, and strategies necessary to achieve your ambitious canopy expansion goals equitably and sustainably.

### ADDENDUM ACKNOWLEDGEMENT

Bio-Tech Consulting acknowledges receipt of Addendum No. 1, dated February 12, 2026, to the Request for Proposals for the City of Port Huron Forestry Management Plan. The information provided in Addendum No. 1, including responses to consultant questions and the sample consultant agreement, has been reviewed and incorporated into this proposal.

We look forward to the opportunity to partner with the City of Port Huron on this important initiative.

Respectfully submitted,



JOHN A. MIKLOS  
President  
February 16, 2026

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# Forestry Management Work Group Recommendation

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Presented to Port Huron City Council

3/23/26

Jim Soto, MS

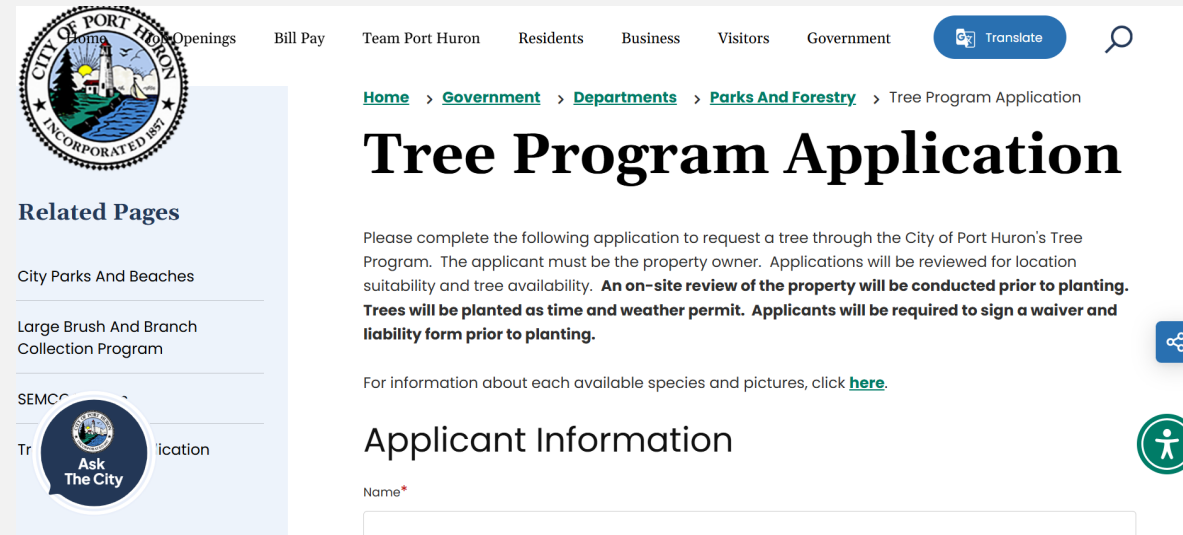


## Before I Begin

The best time to plant a tree was 20 years ago.

The second-best time is now.

# Before I Begin



The screenshot shows the City of Port Huron website's 'Tree Program Application' page. The header includes the city logo and navigation links for Openings, Bill Pay, Team Port Huron, Residents, Business, Visitors, and Government. A breadcrumb trail reads: Home > Government > Departments > Parks And Forestry > Tree Program Application. The main heading is 'Tree Program Application'. Below it, a paragraph states: 'Please complete the following application to request a tree through the City of Port Huron's Tree Program. The applicant must be the property owner. Applications will be reviewed for location suitability and tree availability. **An on-site review of the property will be conducted prior to planting. Trees will be planted as time and weather permit. Applicants will be required to sign a waiver and liability form prior to planting.**' A link 'here' is provided for more information. The 'Applicant Information' section has a 'Name' field with a red asterisk. On the left, a 'Related Pages' sidebar lists 'City Parks And Beaches', 'Large Brush And Branch Collection Program', 'SEMCC', and 'Tr... igation'. A circular 'Ask The City' button is also visible.

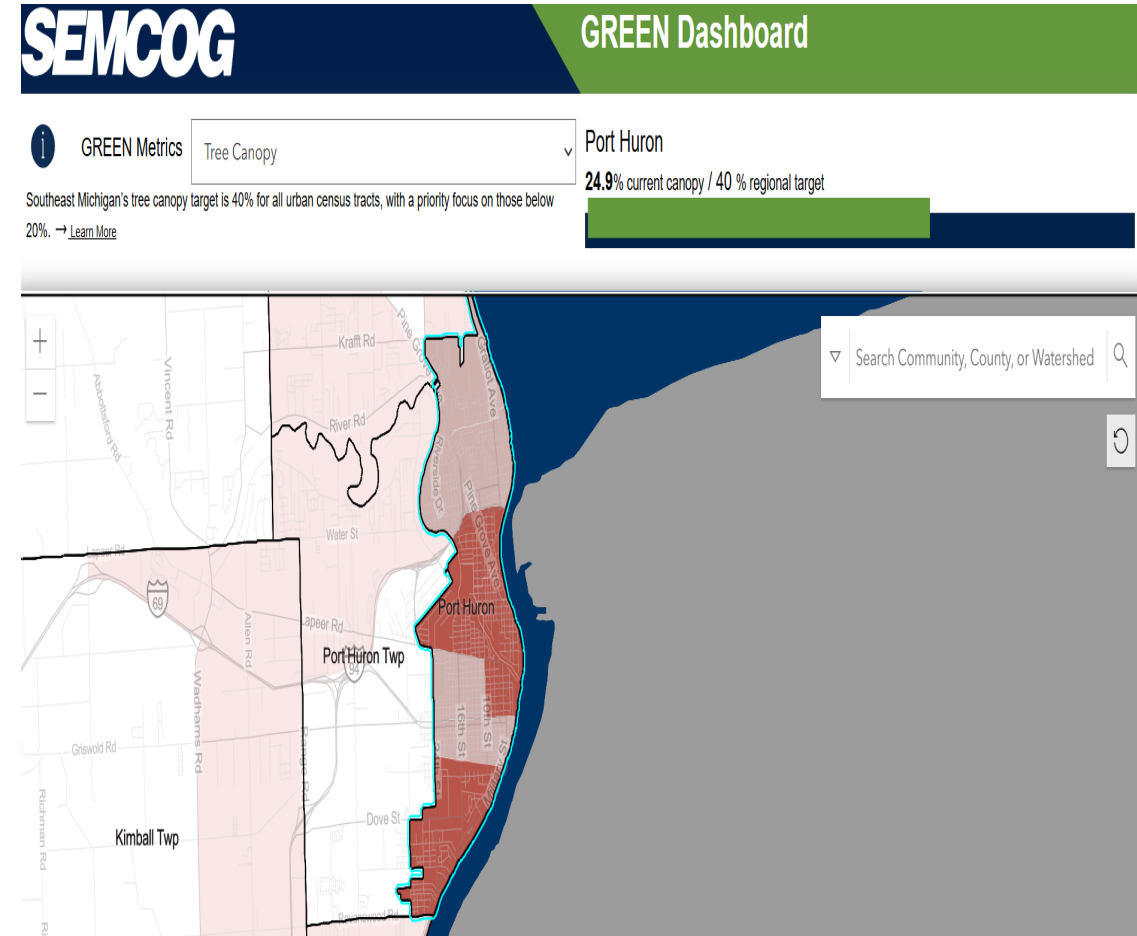
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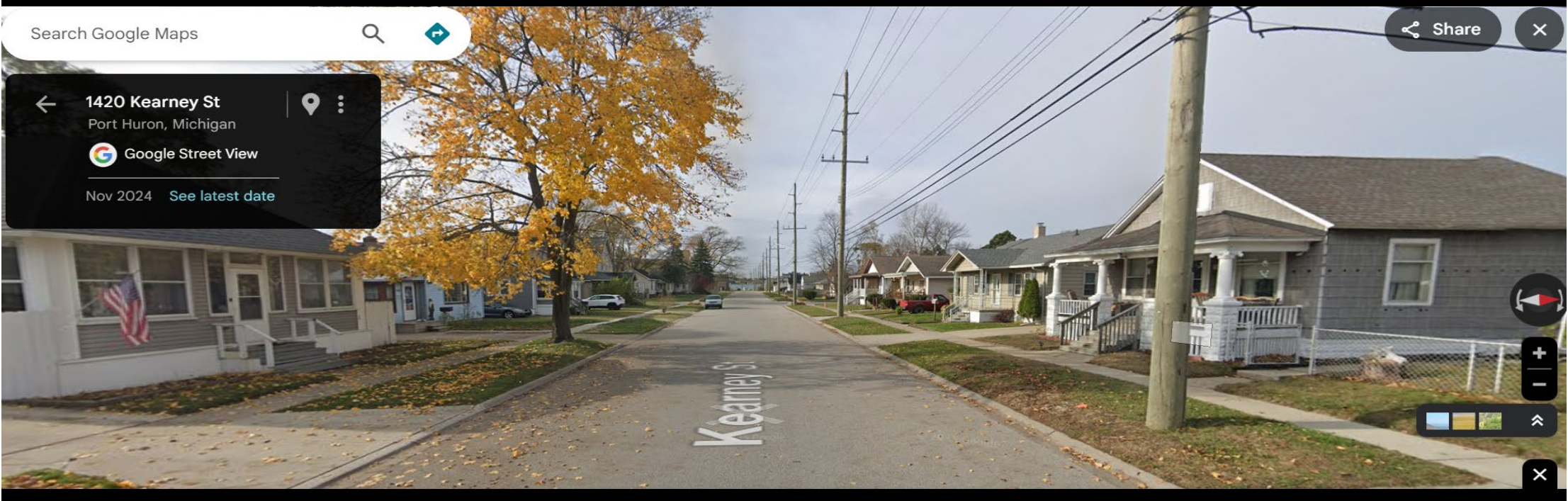
54 Trees Available Free of  
Charge to City Residents!

Google: Port Huron Tree  
Program

# Why Was The Work Group Formed?

- Current Tree Canopy Coverage: 24.9 %
- Target: 40%
- No Census Tract at 40%
- 1 Census Block Group Above 40%
- 2 Downtown Tracts Approx 12%
- Southern Tract at 19.1%
- Coverage has been declining









# Work Group Members

- 
- Barbara Payton, City Council Member
  - Jason Kulman, Supervisor Port Huron Forestry Division
  - Brent Moore, P.E., Engineering Manager, City of Port Huron
  - Eric Wittier, Director of Public Works
  - Sheri Faust, Executive Director of Friends of the St. Clair River
  - Jeff Gushman, Resident and soon to be Master Gardener
  - Tyler Moldovan, Resident, Bus Driver, Human Pocketknife
  - Erin Kreiner, Resident and White Oak Fan
  - Jim Soto, Resident and Professor of Philosophy and English at SC4

# Forestry Work Group's Task

- 
- Develop a Request For Proposal (RFP) for a Comprehensive Forestry Management Plan
  - Evaluate Proposals
  - Make a Recommendation to Council
  - Four Very Strong Proposals
  - We're Recommending Bio-Tech Consulting, a Subsidiary of EnviroTrac

# Forestry Management Plans Require a Tree Survey

- Largest Driver of Cost =Tree Survey
- Conduct complete field inventory of all City-owned public property
- Each tree: GPS location, species, size, health assessment, structural evaluation, site condition, and maintenance needs.
- Think of it like PASER (for roads) or an Asset Management Plan

# Tree Survey Results

Sadly, we anticipate unpleasant results

Be prepared for large tree losses in the next decade

Stressful for Forestry employees

Forestry will need more workers and funding

How We  
Reach 40%  
Tree Canopy  
Coverage?

If you have a tree, DON'T  
CUT IT DOWN!

(We recognize that sometimes trees must be removed...we get it.)

Conserve and protect what we have

# How We Reach 40% Tree Canopy Coverage?

Plantings:

This is a monumental, decades long endeavor requiring thousands of trees

Cannot Reach 40% Canopy Coverage Without Robust, Community Engagement

Suggestions:

More aggressive Planting Schedule

Revamped Webpage

Social Media Outreach

Mentions from dais

Forestry Outreach Volunteer Group

# Creating Space Tree Bump-Outs



# Benefits of Urban Trees

- Improves heat health
- Slow drivers down
- Decreases energy costs
- Signals stability and permanence
- Attracts investment and residents
- Increases property values
- Looks good

Thank You

Questions?