



City of Plymouth  
City Commission Regular Meeting Minutes  
Monday, April 6, 2026, 7:00 p.m.  
Plymouth City Hall 201 S. Main Street

ITEM #2.a

City of Plymouth  
201 S. Main St.  
Plymouth, Michigan 48170-1637

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-1234  
Fax 734-455-1892

**1. CALL TO ORDER**

- a. Mayor Linda Filipczak called the meeting to order at 7:00 p.m. leading the Pledge of Allegiance.
- b. Present: Mayor Linda Filipczak, Mayor Pro Tem Joe Elliott, Commissioners Latricia Horstman, Jennifer Kehoe, Brock Minton, Karen Sisolak

Excused: Commissioner Alanna Maguire

Also present: City Manager Chris Porman, City Attorney Bob Marzano, and various members of the City Administration

- c. Filipczak acknowledged Arbor Day with a proclamation.

**2. APPROVAL OF MINUTES**

Motion to approve the March 16, 2026 City Commission Regular Meeting Minutes made by Minton, supported by Kehoe;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**3. APPROVAL OF THE AGENDA**

Motion to approve the agenda for April 6, 2026 made by Elliott, supported by Sisolak;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**4. ENACTMENT OF THE CONSENT AGENDA**

Motion to approve the consent agenda for April 6, 2026 made by Kehoe, supported by Minton;

- a. Special Event: Adult Sand Volleyball, Thursdays 5/1/26-9/25/26
- b. Special Event: Plymouth Community Farmers Market, Saturdays 5/9/26-10/24/26 (excluding 7/4, 7/11, 9/12)
- c. Special Event: Yoga in the Park, Wednesdays 6/17/26, 7/15/26, 8/19/26
- d. Special Event: Robots in the Park, Sunday 8/9/26

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**5. CITIZEN COMMENTS**

The following residents spoke:

Ron Picard 1373 Sheridan- about 'the missing middle' housing.

## 6. COMMISSION COMMENTS

Filipczak acknowledged April employee anniversaries:

Ron Baase – Rec Facilities Operations Manager, 29 yrs; Jeff Jones – Police Officer, 24 yrs; Sam Plymale – DDA Director, 12 yrs; Ian Anderson – Asst. Rec Facilities Operations Manager, 3yrs; Donald Guina – Parking Enforcement Officer, 1 yr. Also congratulated Deputy Clerk Sydney Bridgman on her recent CMC and MiPMC certifications and acknowledged DDA Dir. Sam Plymale’s work on the Artwalk.

Minton: The recent edition of the Pulse newsletter includes information on leaf/compost collection and Spring Cleanup the first weekend in May. Also Data Center information is available on the City website.

Kehoe: Thanked DMS for the late leaf pickup and wished those who celebrate a Happy Passover and Happy Easter.

## 7. PUBLIC HEARING

a. Annual Liquor License Review for Recommending Renewal, Revocation, and Non-Renewal of Liquor Licenses

Porman reviewed the recommendation of the LLRC to extend the deadline by one week for two establishments that currently have outstanding payments due to the City. If payments are not brought current by close of business (4:30 p.m.) on 4/13/2026, these establishments would then be recommended for non-renewal.

Filipczak opened the public hearing at 7:14 p.m.

The following residents spoke:

Jim Mulhern 396 Arthur; Ed Walton 1465 Palmer; Ron Picard 1373 Sheridan and Minton addressed questions related to extended deadlines and issues other than outstanding payments.

After hearing public comments, Filipczak closed the public hearing at 7:16 p.m.

With commission members acknowledging that the establishments only have outstanding payments and no other adverse issues, a motion to approve the following resolution was made by Minton, supported by Sisolak;

### RESOLUTION 2026-30

WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the operation of all Class C Type Liquor Licenses in the City; and

WHEREAS On April 6, 2026, the City Administration presented the Liquor License Review Committee with information about the various liquor licensed establishments in the City, and

WHEREAS The Local Liquor License Review Committee made a recommendation to the City Commission related to the renewal, revocation and non-renewal of all liquor licenses in the City.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby recommend to the Michigan Liquor Control Commission that the following licenses be renewed:

The following establishments are recommended for renewal

Aqua – 413 N. Main

Barrio Cocina Y Tequileria – 555 Forest

Bearded Lamb Brewing Company – 149 W. Liberty

Bigalora – 777 W. Ann Arbor Trail

Compari’s/Fiamma/Sardin Room – 350, 370, & 380 S. Main

Plymouth Community Cultural Center – 525 Farmer

E.G. Nicks – 500 Forest

Hermann's Olde Town Grille – 195 W. Liberty  
Highline Spirits – 380 S. Main – License awaiting approvals  
Ironwood Grill – 840 W. Ann Arbor Trail  
VFW – Mayflower Lt. Gamble Post – 1426 S. Mill  
Mayflower Meeting House – 499 S. Main  
Nico & Vali – 744 Wing  
Plymouth – Ann Arbor Elks – 110 W. Ann Arbor Trail  
Knights of Columbus Council 3292 – 150 Fair  
Pakwaan Restaurant – 447 Forest  
Park Place Gastro Pub – 336 S. Main  
Penn Grill – 820 Penniman  
Pizza E Vino – 849 Penniman  
Post Local Bistro – 844 Penniman  
Sidecar – 340 N. Main  
Chicane – 885 Starkweather  
Red Ryder – 584 Starkweather  
Thai Basil – 983 W. Ann Arbor Tr.  
The Downtown Pourhouse – 860 Fralick  
The Ledger/Ebenezer – 306 S. Main  
Westborn Market – 860 – 870 Penniman

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth supports the recommendation of the Liquor License Review Committee to extend the deadline for non-renewal to close of business (4:30 p.m.) on 4/13/2026. (*amended*)

BE IT FURTHER RESOLVED THAT the City Commission of the City of Plymouth does not recommend the following liquor licenses be renewed for the following establishments if they continue to have outstanding payments, or otherwise out of compliance, beyond the extended deadline of close of business (4:30 p.m.) on 4/13/2026. (*amended*)

Sean O'Callaghan's – 821 Penniman  
Plymouth ROC – 1020 W. Ann Arbor Road – Escrow

There was a voice vote.

MOTION PASSED UNANIMOUSLY

## 8. OLD BUSINESS

None

## 9. NEW BUSINESS

### a. Annual Liquor License Review

Motion to approve the following resolution made by Minton, supported by Sisolak;

#### RESOLUTION 2026-31

WHEREAS The City of Plymouth has a Liquor Management Ordinance related to the number of allowable liquor licenses in a particular zoning district; and

WHEREAS Annually, the Local Liquor License Review Committee must make a recommendation to the City Commission related to the number of allowable liquor licenses per zoning district; and

WHEREAS The LLRC met on March 16, 2026 and made the recommendation to the City Commission for no changes in the number of available liquor licenses under the cap in the City of Plymouth, based on Zoning classification.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does determine that no changes in the number of available liquor licenses (34) under the cap in the City of Plymouth, based on Zoning Classification. The City Commission confirms that the number of licenses remain the same as in the current Liquor Management Ordinance, which is a cap of 20 licenses, as defined in the Liquor Management Ordinance for the B-2 Zoning District (DDA Area), and a cap of 14 licenses in total (*for all three zoning districts*) in any of the following the B-1, ARC and B-3 Zoning Districts.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

b. Annual Review of Marijuana

Motion to approve the following resolution made by Sisolak, supported by Elliott;

RESOLUTION 2026-32

WHEREAS In 2018 the City of Plymouth, City Commission, opted out of allowing recreational marijuana facilities in the city; and

WHEREAS The City of Plymouth City Commission has reviewed the opted-out status annually; and

WHEREAS The City of Plymouth City Commission has chosen to remain opted-out after each annual review; and

WHEREAS The City of Plymouth, City Commission, completed the annual review of the opted-out status at their April 6, 2026, regular commission meeting; and

WHEREAS The City of Plymouth, City Commission, is aware that the development of ordinance language to opt-in to allowing marijuana facilities in the city would require significant staff, consultants and financial resources and would impact the ability of completion of other tasks on the five-year strategic plan.

NOW THEREFORE BE IT RESOLVED that the City of Plymouth City Commission chooses to remain opted out of allowing marijuana facilities in the City of Plymouth.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

c. Zoning Ordinance Amendments – Batch 4 – First Reading

Motion to approve the following resolution made by Kehoe, supported by Minton;

RESOLUTION 2026-33

WHEREAS The Planning Commission of the City of Plymouth reviewed the proposed zoning ordinance amendments which update Sections 78-42, 78-52, 78-296, and 78-100 of the City's Zoning Ordinance; and

WHEREAS The Planning Commission held a public hearing on March 11, 2026 to receive public comment about the zoning ordinance amendments; and

WHEREAS At the conclusion of the public hearing, the Planning Commission approved the text amendment and recommended review and approval by the City Commission; and

WHEREAS The City Commission has completed a first reading of the proposed language.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby approve the zoning ordinance amendments to Sections 78-42, 78-52, 78-296, and 78-100.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission will hold a second reading of the proposed zoning ordinance amendments at their next regular meeting.

There was a voice vote.

MOTION FAILED UNANIMOUSLY

Motion to return this item back to the Planning Commission for review and follow-up made by Elliott, supported by Sisolak;

MOTION PASSED UNANIMOUSLY

d. Assessing Contract Renewal

Motion to approve the following resolution made by Minton, supported by Kehoe;

RESOLUTION 2026-34

- WHEREAS The City of Plymouth is required by State Law to provide certain assessing services for the establishment of values for tax purposes; and
- WHEREAS The City of Plymouth has used a private firm to provide this service over the past several years, with excellent service levels for our property owners; and
- WHEREAS From time to time it is necessary to review this professional services contract and renew it; and
- WHEREAS The City Administration has reviewed the new proposed contract with WCA Assessing and has found that it offers price stability, excellent service, and certain enhancements for the City in terms of pricing of special services.

NOW THEREFORE BE IT RESOLVED THAT The City Commission of the City of Plymouth does hereby authorize the Professional Services Contract between the City of Plymouth and WCA Assessing. Further, the City Commission authorizes the Mayor and the City Clerk to sign the contract on behalf of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby directed to attach a complete copy of the contract to these Meeting Minutes and to incorporate the contract into the Meeting Minutes for this City Commission Meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

ASSESSMENT CONTRACT  
FOR CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN

DRAFT

WHEREAS, City of Plymouth, hereinafter called "City", with its principal offices located at 201 S. Main, Plymouth, Michigan, 48170, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 200, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective May 1, 2026;

IT IS THEREFORE AGREED:

1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.
2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Assessing Officer, or Master Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of all assessment rolls during the period covered by this contract, utilizing the services and personnel proposed herein.
3. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:

- To meet with City staff to answer questions and give advice;
  - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
  - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
  - To perform certain other functions as described herein.
4. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
  5. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract.
  6. If Company is retained by the City, the City agrees that responses to the Full MTT shall be prepared by the Company's legal staff. City agrees to provide full cooperation with Company's legal staff. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City Manager of such requirement.
  7. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;
    - Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
    - Perform neighborhood market studies and land value analyses throughout the term of this contract.
    - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
    - Provide digital photographs of all properties visited for maintenance purposes.

- Working with the Building Department to ensure all new property is equitably assessed.
  - Prepare all new property record cards in compliance with State tax Commission requirements.
  - Attend, prepare, and work with all Boards of Review.
  - Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
8. Company agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
9. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
10. The Company shall be liable to the City, and hereby agrees to indemnify, defend and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate. The Company agrees to list the City as additionally insured on this policy.
- b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it cannot be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

11. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.
12. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
13. In the event that the Company shall not be in substantial compliance with the terms of this agreement, the City shall give the Company written notice of said breach and thirty (30) days to cure the breach. If the Company fails to cure the breach within thirty (30) days after such notice, the City may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.
14. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

15. The City agrees to pay the Company as follows;

May 1, 2026 to April 30, 2027.....\$ 81,750 annually  
May 1, 2027 to April 30, 2028.....\$ 85,838 annually  
May 1, 2028 to April 30, 2029.....\$ 90,130 annually  
May 1, 2029 to April 30, 2030.....\$ 94,636 annually  
May 1, 2030 to April 30, 2031.....\$ 99,368 annually

The payments shall be made in twelve (12) equal installments due on the fifteenth (15<sup>th</sup>) day of each month. The CPI used as the basis of adjustments will be the inflation rate multiplier as published by the State of Michigan State Tax Commission as used in the assessment process.

16. The City's representation for all Michigan Tax Tribunal petitions **not in the Small Claims Division**, shall be provided by Company's para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

May 1, 2026 to April 30, 2027.....\$ .....\$185.62 / Hourly  
May 1, 2027 to April 30, 2028.....\$ .....\$194.90/ Hourly  
May 1, 2028 to April 30, 2029.....\$ .....\$204.64 / Hourly  
May 1, 2029 to April 30, 2030.....\$ .....\$214.87 / Hourly  
May 1, 2030 to April 30, 2031.....\$ .....\$225.62 / Hourly

17. The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division **relative to Tribunal Hearings**, shall be provided by Company's legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

May 1, 2026 to April 30, 2027.....\$ .....\$235.63 / Hourly  
May 1, 2027 to April 30, 2028.....\$ .....\$247.41 / Hourly  
May 1, 2028 to April 30, 2029.....\$ .....\$259.78 / Hourly  
May 1, 2029 to April 30, 2030.....\$ .....\$272.77 / Hourly  
May 1, 2030 to April 30, 2031.....\$ .....\$286.41 / Hourly

18. MICHIGAN TAX TRIBUNAL APPRAISAL SERVICES PLUS SPECIAL PROJECTS  
 Appraisal services rendered by the Company in Full Claims Michigan Tax Tribunal matters, and or any special services approved by the City, shall be provided to the City at the rate of:

Title	05/01/26 04/30/27	05/01/27 04/30/28	05/01/28 04/30/29	05/01/29 04/30/30	05/01/30 04/30/31
Appraiser Aide .....	\$56.07	\$58.87	\$61.82	\$64.91	\$68.15
Appraiser .....	\$77.54	\$81.42	\$85.49	\$84.44	\$88.66
Level III Appraiser .	\$137.90	\$144.80	\$152.04	\$159.64	\$167.62
Assessor .....	\$157.98	\$165.88	\$174.17	\$182.88	\$192.02

Hourly fees include clerical costs and overhead for the Company.

19. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.
20. The City and Company agree that the term of this contract shall begin May 1, 2026 and expire April 30, 2031. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.
21. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.
22. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.
23. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents
24. The City agrees the Mayor and City Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WCA ASSESSING:

By: \_\_\_\_\_  
Doug Shaw, for WCA Assessing,  
as its Member

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY OF PLYMOUTH:

By: \_\_\_\_\_  
Linda Filipczak, MAYOR

By: \_\_\_\_\_  
Maureen Brodie, CITY CLERK

STATE OF MICHIGAN        )  
  )ss  
COUNTY OF WAYNE        )

I, \_\_\_\_\_, a Notary Public in and for said County, in the  
State aforesaid, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, Doug Shaw doing business as WCA Assessing, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
County, Michigan

My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN        )  
  )ss  
COUNTY OF WAYNE        )

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Linda Filipczak, Mayor for City of Plymouth, and Maureen Brodie, City Clerk for City of Plymouth, a Municipal Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Michigan, known to me to be the persons who executed the foregoing instrument of writing on behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
County, Michigan

My Commission Expires: \_\_\_\_\_

## Communities We Serve

### WCA Assessing

**City of Albion**  
*Year Started: 2023*

**City of Garden City**  
*Year Started: 2008*

**City of Highland Park**  
*Year Started: 2015*

**Ann Arbor Township**  
*Year Started: 1991*

**City of Gibraltar**  
*Year Started: 2009*

**Township of Highland**  
*Year Started: 2019*

**City of Battle Creek**  
*Year Started: 2021*

**City of Grosse Pointe**  
*Year Started: 2015*

**Huntington Woods**  
*Year Started: 2025*

**City of Belleville**  
*Year Started: 2011*

**City of Grosse Pointe Farms**  
*Year Started: 2021*

**Township of Huron**  
*Year Started: 2022*

**City of Berkley**  
*Year Started: 2025*

**City of Grosse Pointe Park**  
*Year Started: 2015*

**City of Inkster**  
*Year Started: 2014*

**Township of Brownstown**  
*Year Started: 2025*

**Village of Grosse Pointe Shores**  
*Year Started: 2016*

**City of Kalamazoo**  
*Year Started: 2012*

**Canton Township**  
*Year Started: 1982*

**City of Grosse Pointe Woods**  
*Year Started: 2016*

**Leroy Township**  
*Year Started: 2026*

**City of Chelsea**  
*Year Started: 2009*

**Township of Hamburg**  
*Year Started: 2021*

**Lyndon Township**  
*Year Started: 2020*

**City of Flat Rock**  
*Year Started: 2018*

**City of Harper Woods**  
*Year Started: 2013*

**City of Milan**  
*Year Started: 2018*

**City of Galesburg**  
*Year Started: 2020*

**City of River Rouge**  
*Year Started: 2015*

**Milford Township**  
*Year Started: 2025*

**Northville Township**  
*Year Started: 1988*

**City of Riverview**  
*Year Started: 2016*

**Township of Van Buren**  
*Year Started: 2021*

**City of Oak Park**  
*Year Started: 2016*

**City of Romulus**  
*Year Started: 2026*

**City of Wayne**  
*Year Started: 2013*

**Pennfield Township**  
*Year Started: 2024*

**City of Saline**  
*Year Started: 2025*

**City of Westland**  
*Year Started: 2012*

**City of Plymouth**  
*Year Started: 2004*

**City of Southgate**  
*Year Started: 2016*

**City of Wixom**  
*Year Started: 2025*

**Plymouth Township**  
*Year Started: 1983*

**City of Springfield**  
*Year Started: 2024*

**City of Wyandotte**  
*Year Started: 2016*

**City of Portage**  
*Year Started: 2022*

**Sumpter Township**  
*Year Started: 2013*

**City of Ypsilanti**  
*Year Started: 2011*

**Putnam Township**  
*Year Started: 2024*

**City of Taylor**  
*Year Started: 2019*

**Redford Township**  
*Year Started: 2006*

e. Cross Connection Program Contract Renewal

Motion to approve the following resolution made by Minton, supported by Sisolak;

RESOLUTION 2026-35

WHEREAS The City of Plymouth operates a water distribution system in accordance with requirements of the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE); and

WHEREAS In order to protect the public health, safety and welfare and the public water supply, the City is required to have a Cross Connection Program.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a Professional Services Contract with Hydro Corp of Troy, Michigan to complete the City's Cross Connection Program at a cost of \$1,852.49 per month (\$22,230.00 per year) for the first year of a three-year contract for a total \$70,018.50. Funding from this program comes from the Water/Sewer Fund.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

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## RENEWAL SERVICE AGREEMENT

### DEVELOPED FOR

Chris Porman  
City of Plymouth, MI

1231 Goldsmith  
Plymouth, MI, 48170

3/9/2026

### PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

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


### OUR SERVICES

-  Cross-Connection Control Programs
-  Backflow Preventer Test Tracking
-  Water Meter Replacement & Testing
-  Piping Schematics
-  Water Quality Management & Sampling



**Corporate Office**  
5700 Crooks Road, Suite 100  
Troy, MI 48098

844-493-7646

 [info@hydrocorpinc.com](mailto:info@hydrocorpinc.com)

 [hydrocorpinc.com](http://hydrocorpinc.com)

SCOPE OF WORK..... 3-4

PROFESSIONAL SERVICE AGREEMENT..... 5-9

APPENDIX - QUALIFICATIONS ..... 10

### Statement of Work

HydroCorp™ ("Company") will provide the following services to the City of Plymouth, MI ("Client"). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Plymouth, MI with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the City of Plymouth, MI and HydroCorp, you may expect completion of the following elements within a 36 month period. The continued components of the project include:

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

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

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

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

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

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

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

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

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

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

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

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

1.10. Inspection Terms. Company will perform a maximum of 450.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$155.60. Company Personnel will not enter confined spaces. *Void facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

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

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

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

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

The above services will be provided for:

Year	Monthly Amount	Annual Amount
Year 1	\$1,852.49	\$22,230.00
Year 2	\$1,945.12	\$23,341.50
Year 3	\$2,037.24	\$24,447.00
<b>Contract Total</b>		<b>\$70,018.50</b>

Contract Amount is based upon a 36 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

#### SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 5/1/2026.

City of Plymouth, MI

HydroCorp



By:  
Title:

By: Paul M. Patterson  
Its: Senior Vice President

HYDROCORP, LLC  
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these "Terms") are the only terms which govern the provision of the professional services ("Services") by HydroCorp, LLC, a Michigan limited liability company ("Company") to the customer named on the attached statement of work, order form, proposal, or purchase order ("Client", and together with Company the "Parties" and each individually a "Party"). The attached statement of work, order form, proposal, or purchase order (the "Proposal") and these Terms (collectively, this "Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client's acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Client Contract Manager"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company's provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company's provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the "Company Representatives") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire", Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. As used herein: (a) "Deliverables" mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) "Intellectual Property Rights" means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client's reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "Client Materials" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "Software") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "Representatives" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "Losses" mean all losses, damages, liabilities, defenses, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(ii) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "Term"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All Items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable

Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegations shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

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## Appendix

### Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UFTREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

f. State High Water Infrastructure Grant – Engineer Proposal

Motion to approve the following resolution made by Horstman, supported by Kehoe;

RESOLUTION 2026-36

WHEREAS High water from Tonquish Creek has presented consistent issues in the downtown and residential areas in the City of Plymouth; and

WHEREAS High water has at times impeded access to emergency and public services to downtown businesses and private residents, constituting a public hazard; and

WHEREAS The Michigan Department of Environment, Great Lakes, and Energy is currently seeking grant applications as part of the Michigan High Water Infrastructure Grant Program; and

WHEREAS The City of Plymouth wishes to submit a High Water Infrastructure Grant Application in support of activities to mitigate high water impacts in Downtown Plymouth; and

WHEREAS The City is committing to a match in the amount of \$70,000, which is 20% of the not to exceed amount of \$350,000 in engineering fees.

NOW, THEREFORE, BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby support the Downtown Plymouth High Water Mitigation Infrastructure Grant Application;

BE IT FURTHER RESOLVED, that the Plymouth City Commission hereby authorizes City Department of Municipal Services Assistant Director as the applicant and City Manager as the authorized representative in the development and submission of a Michigan High Water Infrastructure Program grant application.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

g. Presentation of Budget – No Action

The City Commission received the proposed budget for 2026/27. Porman reviewed the Manager's Budget Message in advance of the first budget study session scheduled for a date to be determined.

**10. REPORTS AND CORRESPONDENCE**

a. Liaison Reports

Filipczak: Provided a parking structure construction update and the upper level of the deck will be closed the first week of May; Commended the City Administration for their work on the community project funding requests submitted to Congresswoman Dingell's office and Slotkin's and Peters' offices for the Wilcox Lake Community Connection Project; Will be attending the Western Wayne County meeting this Friday.

Elliott: Reported on last week's ZBA meeting where two items were approved; There is a Planning Commission meeting this Wednesday; There was a Planning Commission subcommittee meeting earlier today and they are looking for direction on a Compatibility Ordinance from the City Commission as it is one of their one-year tasks.

Kehoe: Next DDA meeting is April 13 at 7pm at City Hall; The CIA Opt-out deadline has passed and none of the taxing entities have opted out and a date has not yet been published for the next CIA meeting.

b. Appointments

None

**11. ADJOURNMENT**

The next regular City Commission meeting is 7:00 pm on Monday, April 20 at Plymouth City Hall.  
A motion to adjourn the meeting was made by Elliott, supported by McInton;

There was a voice vote.

MOTION PASSED UNANIMOUSLY

Filipczak adjourned the meeting at 8:24 p.m.

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LINDA FILIPCZAK  
MAYOR

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MAUREEN A. BRODIE, CMC, MiPMC  
CITY CLERK