Plymouth City Commission
Regular Meeting Agenda
Tuesday, September 8, 2026 7:00 p.m.
Plymouth City Hall & Online Zoom Webinar

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

Join Zoom Webinar: https://us02web.zoom.us/j/85956024274
Passcode: 065927 Webinar ID: 859 5602 4274

1. **CALL TO ORDER**
   a. Pledge of Allegiance
   b. Roll Call
   c. Proclamations - Patriot Day, Hispanic Heritage Month, National POW/MIA Recognition Day

2. **APPROVAL OF MINUTES**
   a. August 17, 2026 City Commission Regular Meeting Minutes
   b. August 24, 2026 City Commission Special Meeting – Community Conversation

3. **APPROVAL OF THE AGENDA**

4. **ENACTMENT OF THE CONSENT AGENDA**
   Unless moved to be placed as a separate item on the agenda, items on the Consent Agenda will be approved by one motion as Agenda Item #4.

   a. Special Event: Ladies Night Out, 9/17
   b. Special Event: Heroes on Hines 5K Run/Walk, 9/26
   c. Special Event: Knights of Columbus Tootsie Roll Drive, 10/9-10/10
   d. Authorization to Hire – PD

5. **CITIZEN COMMENTS**
   This section of the agenda allows up to 3 minutes for public comments to present information for items not on the current agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.

6. **COMMISSION COMMENTS**

7. **PUBLIC HEARING**
   a. Amendments to General and Zoning Ordinances – Fences and Screening

8. **OLD BUSINESS**
   a. Multi-Family Residential Zoning Ordinance Amendment – Second Reading

9. **NEW BUSINESS**
   a. Concept Design Proposal – Multi-Modal Pathway on Wilcox
   b. Authorization to Purchase – Combination Sewer Truck
   c. Authorization to Purchase – Trimble Unity Maintain Software and Implementation
   d. Authorization to Purchase - UHF Mobile and Portable Radios

10. **REPORTS AND CORRESPONDENCE**
    a. Liaison Reports
    b. Appointments

11. **ADJOURNMENT**

Meetings of the City of Plymouth are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, disability, or any other trait protected under applicable law. Any individual planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) should submit a request to the ADA Coordinator at 734-453-1234 ext. 234 at least two working days in advance of the meeting so an attempt can be made to make reasonable accommodation. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to clerk@plymouthmi.gov.

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE
OBJECTIVES 1. Identify and establish sustainable financial model(s) for major capital projects, Old Village business district, 35th District Court, recreation department, and public safety 2. Incorporate eco-friendly, sustainable practices into city assets, services, and policies; including more environmentally friendly surfaces, reduced impervious surfaces, expanded recycling and composting services, prioritizing native and pollinator-friendly plants, encouraging rain gardens, and growing a mature tree canopy 3. Partner with or become members of additional environmentally aware organizations 4. Increase technology infrastructure into city assets, services, and policies 5. Continue sustainable infrastructure improvement for utilities, facilities, and fleet 6. Address changing vehicular habits, including paid parking system /parking deck replacement plan, electric vehicle (EV) charging stations, and one-way street options

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION
OBJECTIVES 1. Create a 5-year staffing projection 2. Review current recruitment strategies and identify additional resources 3. Identify/establish flex scheduling positions and procedures 4. Develop a plan for an internship program 5. Review potential department collaborations 6. Hire an additional recreation professional 7. Review current diversity, equity, and inclusion training opportunities 8. Seek out training opportunities for serving diverse communities

GOAL AREA THREE - COMMUNITY CONNECTIVITY
OBJECTIVES 1. Engage in partnerships with public, private and non-profit entities 2. Increase residential/business education programs for active citizen engagement 3. Robust diversity, equity, and inclusion programs 4. Actively participate with multi-governmental lobbies (Michigan Municipal League, Conference of Western Wayne, etc.)

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY
OBJECTIVES 1. Create vibrant commercial districts by seeking appropriate mixed-use development, marketing transitional properties, and implementing Redevelopment Ready Communities (RRC) practices 2. Improve existing and pursue additional recreational and public green space opportunities and facilities for all ages 3. Develop multi-modal transportation plan which prioritizes pedestrian and biker safety 4. Improve link between Hines Park, Old Village, Downtown Plymouth, Plymouth Township, and other regional destinations 5. Maintain safe, well-lit neighborhoods with diverse housing stock that maximizes resident livability and satisfaction 6. Modernize and update zoning ordinance to reflect community vision 7. Implement Kellogg Park master plan

"The government in this community is small and accessible to all concerned."

-Plymouth Mayor Joe Bida
November 1977

Proclamation

WHEREAS *25 years ago today, our nation watched in horror as four commercial airliners were hijacked and directed toward major American institutions, including the World Trade Center and the Pentagon; and*

WHEREAS *As a result, nearly 3,000 men, women, and children lost their lives that day, and countless other families and loved ones felt—and continue to feel—the lasting impact of this tragedy; and*

WHEREAS *In the aftermath of one of the worst terrorist attacks in our history, we proved that love is stronger than hate, as our military, law enforcement officers, firefighters, first responders, and other emergency personnel showed true heroism and selfless courage for the safety of others; and*

WHEREAS *This tragedy will always serve as a reminder of the strength, resilience, and compassion we possess in the face of devastating loss; and*

WHEREAS *On this day, we should honor those who lost their lives and those who sacrificed their lives for others, including the men and women who showed bravery in responding to the attacks and aiding the victims; and*

WHEREAS *We should pay tribute to their lives with service and charity toward others and ensure that our state and nation are just and inclusive places for all;*

NOW, THEREFORE, *I, Linda Filipczak, Mayor of the City of Plymouth, do hereby proclaim September 11, 2026 as*

Patriot Day

in the City of Plymouth and urge all citizens to take a moment to commemorate the lives we lost and do our part to continue to carry forward the ideals of liberty, equality, and justice.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto on this 8th day of September 2026.

_____

Linda Filipczak, Mayor
City of Plymouth, Michigan

Proclamation

Whereas *With over 60 million Hispanic Americans residing in the United States, Hispanic Americans make up the largest minority group in the nation and have significantly contributed to our government, culture, and economy over generations; and*

Whereas *Michigan is fortunate to count among its population many residents of Spanish and Latin American descent, who grow businesses, offer innovative ideas, strengthen our economy, create jobs, and contribute to our daily lives; and*

Whereas *We appreciate and honor the countless achievements of Hispanic Americans and continue our efforts to ensure our state and community is a welcoming and inclusive place that provides just and equal opportunities for all;*

Now, Therefore, *I, Linda Filipczak, Mayor of the City of Plymouth, do hereby proclaim September 15 – October 15, 2026 as*

Hispanic Heritage Month

in the City of Plymouth, and I call upon all residents, businesses, and community organizations to join in celebrating the history, culture, and achievements of Hispanic Americans in our community and across the nation.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto on this 8th day of September 2026.

_____

Linda Filipczak, Mayor
City of Plymouth, Michigan

Proclamation

WHEREAS *Throughout our Nation's history, American service members have answered the call to defend our country and our freedoms, and many have endured captivity, hardship and tremendous sacrifice in service to the United States; and*

WHEREAS *On National Prisoner of War/Missing in Action (POW/MIA) Recognition Day, we remember the courageous Soldiers, Sailors, Marines, Airmen, Guardians and Coast Guardsmen who were held as prisoners of war and those who remain missing in action; and*

WHEREAS *American prisoners of war endured deprivation, brutality and uncertainty with extraordinary courage and resilience, while their families carried the burden of separation, fear and hope for their safe return; and*

WHEREAS *For the families of those who remain missing, the search for answers continues, and our Nation remains committed to accounting for the more than 80,000 American service members who remain missing from past wars and conflicts; and*

WHEREAS *The POW/MIA flag serves as an enduring symbol of the sacrifices made in defense of our freedom and of our Nation's solemn commitment that those who served will never be forgotten; and*

WHEREAS *We honor the service and sacrifice of America's POWs and MIAs and their families, while renewing our commitment to seek answers for those still missing and to ensure that their courage, patriotism and sacrifice are remembered by future generations.*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, Linda Filipczak, Mayor of the City of Plymouth, do hereby proclaim Friday, September 18, 2026 as*

National POW/MIA Recognition Day

in the City of Plymouth and encourages all residents to pause in remembrance of our Nation's prisoners of war, those who remain missing in action, and the families who continue to await their return.

BE IT FURTHER PROCLAIMED, *that the City of Plymouth joins communities throughout the Nation in honoring their sacrifice and reaffirming the enduring promise: YOU ARE NOT FORGOTTEN.*

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Plymouth to be affixed hereto on this 8th day of September 2026.

_____

Linda Filipczak, Mayor
City of Plymouth, Michigan

City of Plymouth
City Commission Regular Meeting Minutes
Monday, August 17, 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
Phone 734-453-1234
Fax 734-455-1892

1. CALL TO ORDER

a. Filipczak called the meeting to order at 7:00 PM. leading the Pledge of Allegiance.

b. Present: Mayor Linda Filipczak, Mayor Pro Tem Joe Elliott, Commissioners Latricia Horstman, Jennifer Kehoe, Alanna Maguire, Brock Minton, Karen Sisolak

Also Present: City Manager Chris Porman, City Attorney Robert Marzano, and various members of City Administration.

2. APPROVAL OF MINUTES

a. August 3, 2026 City Commission Committee Regular Meeting Minutes

Motion to approve the August 3, 2026 City Commission Regular Meeting Minutes made by Kehoe, supported by Minton;

There was a voice vote
MOTION PASSED UNANIMOUSLY

3. APPROVAL OF THE AGENDA

Motion to approve the August 17, 2026, agenda made by Maguire, supported by Kehoe;

There was a voice vote
MOTION PASSED UNANIMOUSLY

4. ENACTMENT OF THE CONSENT AGENDA

Motion to approve the Consent Agenda for August 17, 2026, made by Elliott, supported by Minton;

a. Special Event: Old Village General Bike Night, 8/18, 9/1, 9/15, 10/6, 10/20

b. Authorization to Hire - DMS

WHEREAS The City Commission did adopt what is commonly known as the Hiring Ordinance in August of 2000; and

WHEREAS The Ordinance requires that the City Administration seek prior and express approval for any full-time position; and

WHEREAS The City Administration is seeking prior and express approval for the hiring of one (1) Municipal Services employee to fill the vacancy in that department.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize prior and express approval to hire one (1) Municipal Services employees.

c. Approval of July 2026 Bills

There was a voice vote
MOTION PASSED UNANIMOUSLY

5. CITIZEN COMMENTS

Mike Dalessandro (1476 Penniman), Mike Fisher (1466 Penniman), and Jennifer Miller (1495 Penniman) spoke regarding speeding and traffic safety concerns on Penniman, particularly near the intersection with

DRAFT

Church Street and requested increased enforcement, traffic calming measures, and coordination with Plymouth Township to address speeds entering the City from Sheldon Road.

6. COMMISSION COMMENTS

Several commissioners addressed traffic safety concerns on Penniman and commended Porman/City Administration on their attention to the matter.

Porman updated the Penniman Street situation, noting discussions now address full-corridor speeding beyond the Church Street intersection. The Police Department has stepped up enforcement and will deploy a speed data collection sign. Longer-term measures under evaluation include traffic calming, tree planting, and signage. While county road speed limit adjustments require a full traffic study and likely lack 85th-percentile speed data support, all options remain on the table.

Commissioner also noted the following:
Thanked staff for bill approving assistance; Passing of transit millage- aim to maximize regional consortium benefits; acknowledged excellent Plymouth Pulse newsletter expansion; Encouraged public attendance of August 24 Community Conversation.

7. OLD BUSINESS - None

8. NEW BUSINESS

a. Paperless Agenda – Information Item

Porman presented a paperless agenda system proposal featuring full workflow management, costing $8,000–$10,000 annually for software and $53,000–$55,000 for hardware to equip 54 board members.

Commissioners opposed the proposal as too large and expensive for Plymouth, specifically opposing city-provided hardware. However, they showed openness to administrative workflow improvements, digital PDF distribution, or a broader document management system.

The Commission directed Porman to return with a scaled-down, cost-effective proposal focusing on workflow and document management without the hardware component.

b. Wayne County PAYS Program

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

RESOLUTION 2026-84

WHEREAS Public Act 79 of 2026 amended the General Property Tax Act to continue delinquent property tax payment reduction and foreclosure prevention programs; and

WHEREAS MCL 211.78g permits eligible local units of government to provide notice of nonparticipation in such programs; and

WHEREAS the Wayne County Treasurer has provided notice of its intent to reestablish the Pay As You Stay (PAYS) Program; and

WHEREAS the City Commission has determined that the City of Plymouth should not participate in the PAYS Program at this time.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Plymouth directs the City Finance Director/Treasurer to provide written notice to the Wayne County Treasurer of the City's nonparticipation in the Pay As You Stay (PAYS) Program in accordance with MCL 211.78g.

BE IT FURTHER RESOLVED, that the City Finance Director/Treasurer is authorized to take any necessary administrative action to effectuate the City's nonparticipation.

Wayne County PAYS Program information can be found in 8/17/2026 agenda packet:
https://www.plymouthmi.gov/common/pages/GetFile.ashx?key=eyRGAcLa

There was a voice vote
MOTION PASSED UNANIMOUSLY

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c. DMS UHF/VHF Radio System Console Repair

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

RESOLUTION 2026-84

WHEREAS The Department of Municipal Services relies on its UHF radio system for daily operations and communication with other City departments; and

WHEREAS Recent upgrades at the Plymouth Township Community Dispatch Center resulted in legacy equipment connecting the DMS UHF system with the Police and Fire radio system becoming incompatible; and

WHEREAS Motorola Solutions has provided Quote #08072026 to replace the necessary equipment and restore connectivity at a total cost of $13,992.39, utilizing State of Michigan MiDEAL pricing; and

WHEREAS Funding is available in the FY 2026–2027 Capital Improvement Plan under the Equipment Fund.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Plymouth authorizes the purchase of radio system equipment and installation services from Motorola Solutions in an amount not to exceed $13,992.39, with funding from the Equipment Fund.

There was a voice vote
MOTION PASSED UNANIMOUSLY

d. Pavement Markings

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

RESOLUTION 2026-86

WHEREAS The City of Plymouth operates several roadways and public parking areas in order to provide for the safe and orderly movement of the public; and

WHEREAS From time to time there is a need to provide the re-marking of the a variety of pavement markings in order to enhance the safe flow of traffic and parking in the City; and

WHEREAS The four unit-based estimates total $100,384.65, with funding available in the FY 2026-2027 Budget; and

WHEREAS Administration recommends an additional $5,000 contingency for field adjustments and additional pavement markings that may be required during the project.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Plymouth hereby approves the 2026 Street Striping and Pavement Marking project with Action Pavement Striping in an amount not to exceed $105,384.65, inclusive of contingency, and authorizes the City Manager to execute the necessary documents to complete the work.

BE IT FURTHER RESOLVED THAT funding for this project is authorized from the General Fund, DDA, Major Street and Local Street Funds as appropriate.

There was a voice vote
MOTION PASSED UNANIMOUSLY

DRAFT

9. REPORTS AND CORRESPONDENCE

a. Liaison Reports

Kehoe: DTP Forward- Discussed grant writing assistance; Downtown Day- Scheduled for September 26.
Elliott:
ZBA - Aug 6 mtg: 954 Penniman- Pool fence approved with conditions; 774 Sheldon- Plymouth Community Arts Council sign approved; 1332 Sheridan- Garage rear yard setback approved; 758 N. Holbrook- Lot coverage variance approved with limitations; 1325 W. Ann Arbor Trail: Circular driveway denied.
Planning Commission - Aug 13: Mill Street- Indoor recreation facility approved, site plan needs revisions; 639 S. Mill Street- Preliminary PUD and site plan approved for apartments- the proposed public park donation for PUD requires further City review.
Minton- Cemetery Board meeting at 5pm on August 24.
Filipczak: CIA Committee - Aug 4: Committee is determining direction for positive growth items for the City.

b. Appointments

Motion to appoint David Preuter to fill the remainder of an open position on the ZBA Board made by Elliott, supported by Minton;

There was a voice vote
MOTION PASSED UNANIMOUSLY

10. ADJOURNMENT

Motion to adjourn made by Kehoe, supported by Horstman;

There was a voice vote
MOTION PASSED UNANIMOUSLY

The meeting was adjourned at 8:12 P.M.

_____ _____

LINDA FILIPCZAK
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK

DRAFT

Special Meeting
Plymouth City Commission
Community Conversation

ITEM #2.b

Monday August 24, 2026 – 6:00 to 8:00 p.m.
Plymouth Cultural Center, 525 Farmer St., Plymouth, MI

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m.

PRESENT: Mayor Linda Filipczak, Mayor Pro Tem Joe Elliott, Commissioners Jennifer Kehoe, Alanna Maguire, Brock Minton, Karen Sisolak

ALSO PRESENT: City Manager Chris Porman and various department heads

2. CITIZEN COMMENTS

No Citizen Comments outside of Community Conversation (Item #4)

3. STRATEGIC PLAN – ONE YEAR TASK UPDATE

Goal 1 – Sustainable Infrastructure: Completed tasks include central parking deck maintenance, card access control security expansion, and Silver status in the Michigan Municipal League's Green Communities Challenge. Ongoing projects involve mausoleum repairs, food composting collection exploration, battery recycling bins installation, crosswalk enhancements, and crosswalk engineering evaluations.

Goal 2 – Staff Development, Training, and Succession Planning: Completed tasks include employee manual review, updated board and commission appointments process. Ongoing tasks involve accreditation for Department of Municipal Services staff, police department accreditation resumption, and creating an onboarding and training framework for board and commission members.

Goal 3 – Community Connectivity: Completed tasks include publication of siren and data center information, vermin control campaign, community forum, Coffee with Commissioners session, election administration excellence recognition, and the Wayne County Public Transit millage passage.

Goal 4 – Attractive, Livable Community: Completed tasks include Phase 3 of the Plymouth Art Walk, Old Village Corridor Improvement Authority implementation, and a new park and playground sponsorship policy. Ongoing tasks involve DTP Forward streetscape design, senior needs assessment, and a multimodal path from Old Village to Hines Park.

4. COMMUNITY CONVERSATION

Ideas to explore included the following:

Parks – Sponsorship (Matching)/Prioritization/Maintenance/Greenspace
Infrastructure – asset management – density – sustainability
Plant more trees! – tracking and resources
Solid waste management – contractor issues/service delays
Walkability – safety, charm
Home sizing – privacy, shadowing, character, parking, greenspace
Construction site challenges – builder, trucks, code of conduct, safety, cleanliness, etc.
Connectivity – OV & other groups discussion/input
Lighting in OV
Crosswalk – pedestrian signals (Main & Wing) / (Harvey & Carol)
TCM pathways
On street parking (3am-6am)
"Panera" site – beautification of "closed" businesses
Flock cameras – transparency/audit/data policy-data usage
Barricades – Kellogg Park
Population density – MSHDA grant, Future Land Use, survey (citizens)
E-Bikes – sidewalk use
Trains – app
Floods – long term plan
Zoning ordinance – parking requirements (OV)
Ann Arbor Tr & Sheldon intersection design
Cemetery grounds condition – TCL – fencing of spoils

5. ADJOURNMENT

Mayor Filipczak thanked all attendees and administration for their participation and adjourned the meeting at approximately 8:15 p.m.

LINDA FILIPCZAK
MAYOR

MAUREEN A. BRODIE, CMC, MiPMC
CITY CLERK

Special Event Application

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.

Sponsoring Organization's Legal Name Plymouth Community Chamber of Commerce

Ph# 734-453-1540 Fax# _____ Email jenny@plymouthmich.or Website www.plymouthmich.org

Address 850 W. Ann Arbor Trail City Plymouth State MI Zip 48170

Sponsoring Organization's Agent's Name Jenny Wisniewski **Title** Event Manager

Ph# 734-453-1540 Fax# _____ Email jenny@plymouthmich.or Cell# 734-777-2752

Address 850 W. Ann Arbor Trail City Plymouth State MI Zip 48170

Event Name Ladies Night Out

Event Purpose Ladies Shopping Event

Event Date(s) Thursday, September 17, 2026

Event Times 4 p.m. to 8 p.m.

Event Location Downtown Plymouth

What Kind Of Activities? Shopping

What is the Highest Number of People You Expect in Attendance at Any One Time? 300

Coordinating With Another Event? YES ☐ NO ☑ **If Yes, Event Name:** _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

A special shopping day just for women with special sales, treats, give-a-ways and door prizes.
Restaurants will have specials for "ladies only"

RECEIVED AUG 21 2026

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*

City Operated ☐ Co-sponsored Event ☐ Other Non-Profit ☐ Other For-Profit ☐ Political or Ballot Issue ☐

2. **ANNUAL EVENT: Is this event expected to occur next year?** YES ☑ NO ☐

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): _____

Next year's specific dates: _____

****See section 12.13 for license & insurance requirements for vendors****

3. **FOOD VENDORS/ CONCESSIONS?** YES ☐ NO ☑ **OTHER VENDORS?** YES ☐ NO ☑

4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES ☐ NO ☑

5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES ☑ NO ☐

6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES ☐ NO ☑

CITY SERVICES REQUIRED? If needed, please attach a letter indicating all requests for City Services. *(see Attachment B)*

None

7. **AN EVENT MAP** IS ☐ IS NOT ☑ attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES ☐ NO ☑

If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES ☑ NO ☐

If Yes, list the lots or locations where/why this is requested:

The length of the event is over the 2-3 hour time limit in public parking areas

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that

a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)

b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).

c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)

d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)

e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

8/17/2026
Date

eSigned via GovOS.com
Jennifer Wisniewski
Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City

Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The Plymouth Community Chamber *(organization name)* agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Ladies Night Out *(event name)* by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature eSigned via GovOS.com Jennifer Wisniewski Date 08/17/2026

Witness _____ Date _____

EVENT REVIEW FORM

EVENT NAME: Ladies Night Out TOTAL ESTIMATED FEE:_____

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

4/17 (Downtown)

MUNICIPAL SERVICES:	**Approved**	**Denied**	(list reason for denial)	**Initial** NY
No services Needed				
$250 Bathroom Cleaning Fee Per Day of Event? **YES**		**NO**		
Labor Costs: $	Equipment Costs: $		Materials Costs $	
POLICE:	**Approved**	**Denied**	(list reason for denial)	**Initial** JEC
No Services Needed				
Labor Costs $ 0	Equipment Costs $		Materials Costs $	
FIRE:	**Approved**	**Denied**	(list reason for denial)	**Initial**
No services needed				
Labor Costs $ 0	Equipment Costs $		Materials Costs $	
HVA:	**Approved**	**Denied**	(list reason for denial)	**Initial**
DDA:	**Approved**	**Denied**	(list reason for denial)	**Initial** SBP
Labor Costs $ 0	Equipment Costs $		Materials Costs $	
RISK MANAGEMENT:	**Approved**	**Denied**	(list reason for denial)	**Initial**
~~Class I – Low Hazard~~	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food.			

SITE FEE APPLIED TO ALL EVENTS IS $100 PER DAY. TOTAL EVENT SITE FEE $_____

APPROVED _____ NOT APPROVED _____ DATE_____

Special Event Application

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.

Sponsoring Organization's Legal Name: Friends of Wayne County Parks

Ph# 734-261-1990 Fax# _____ Email _____ Website www.waynecountymi.gov

Address 33175 Ann Arbor Trail City Westland State MI Zip 48185

Sponsoring Organization's Agent's Name: Erika Smith Title: Parks Director

Ph# 734-261-2022 Fax# _____ Email khealy@waynecountymi.gov Cell# _____

Address 33175 Ann Arbor Trail City Westland State MI Zip 48185

Event Name: Heroes on Hines 5K Run/Walk

Event Purpose: A Run/Walk in honor of our fallen first responders who have given all for us! All proceeds go toward the upkeep and engraving of the First Responders Memorial!

Event Date(s): September 26, 2026

Event Times: 9:00 AM

Event Location: First Responders Memorial12000 N. Haggerty RoadPlymouth, MI 48170

What Kind Of Activities? 5K Run/Walk

What is the Highest Number of People You Expect in Attendance at Any One Time? 500

Coordinating With Another Event? YES ☐ NO ☑ If Yes, Event Name: _____

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

Friends of Wayne County Parks will host their annual Heroes on Hine Run/Walk.

This will take place only on Hines Drive from Haggerty Rd to Northville Rd.

RECEIVED AUG 21 2026

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*

City Operated ☐ Co-sponsored Event ☑ Other Non-Profit ☐ Other For-Profit ☐ Political or Ballot Issue ☐

2. **ANNUAL EVENT: Is this event expected to occur next year?** YES ☑ NO ☐

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): _____

Next year's specific dates: _____

****See section 12.13 for license & insurance requirements for vendors****

3. **FOOD VENDORS/ CONCESSIONS?** YES ☐ NO ☑ **OTHER VENDORS?** YES ☐ NO ☐

4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES ☐ NO ☑

5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES ☐ NO ☑

6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES ☐ NO ☑

CITY SERVICES REQUIRED? If needed, please attach a letter indicating all requests for City Services. *(see Attachment B)*

No city services required.

7. **AN EVENT MAP IS** ☑ **IS NOT** ☐ attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? **YES** ☑ **NO** ☐

If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES ☐ **NO** ☑

If Yes, list the lots or locations where/why this is requested: _____

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that

a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)

b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).

c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)

d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)

e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

August 12, 2026
Date


Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City

Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

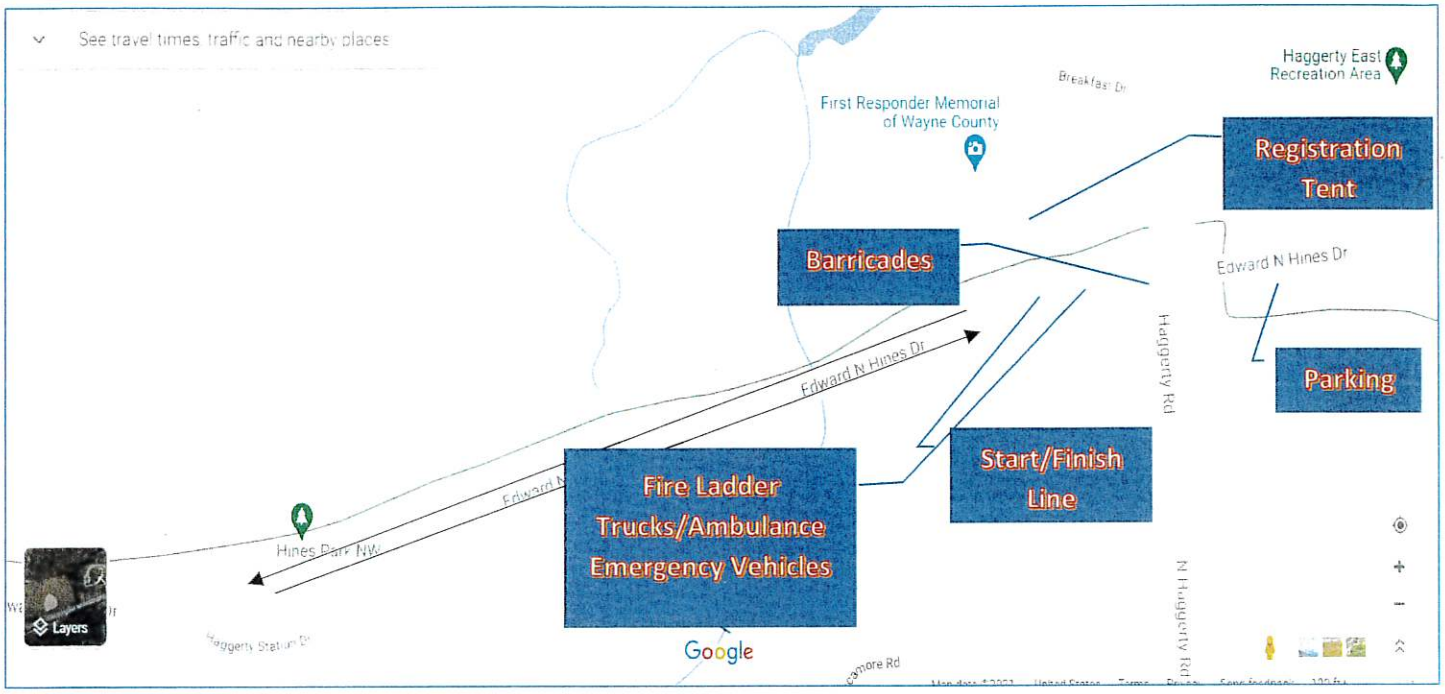
INDEMNIFICATION AGREEMENT

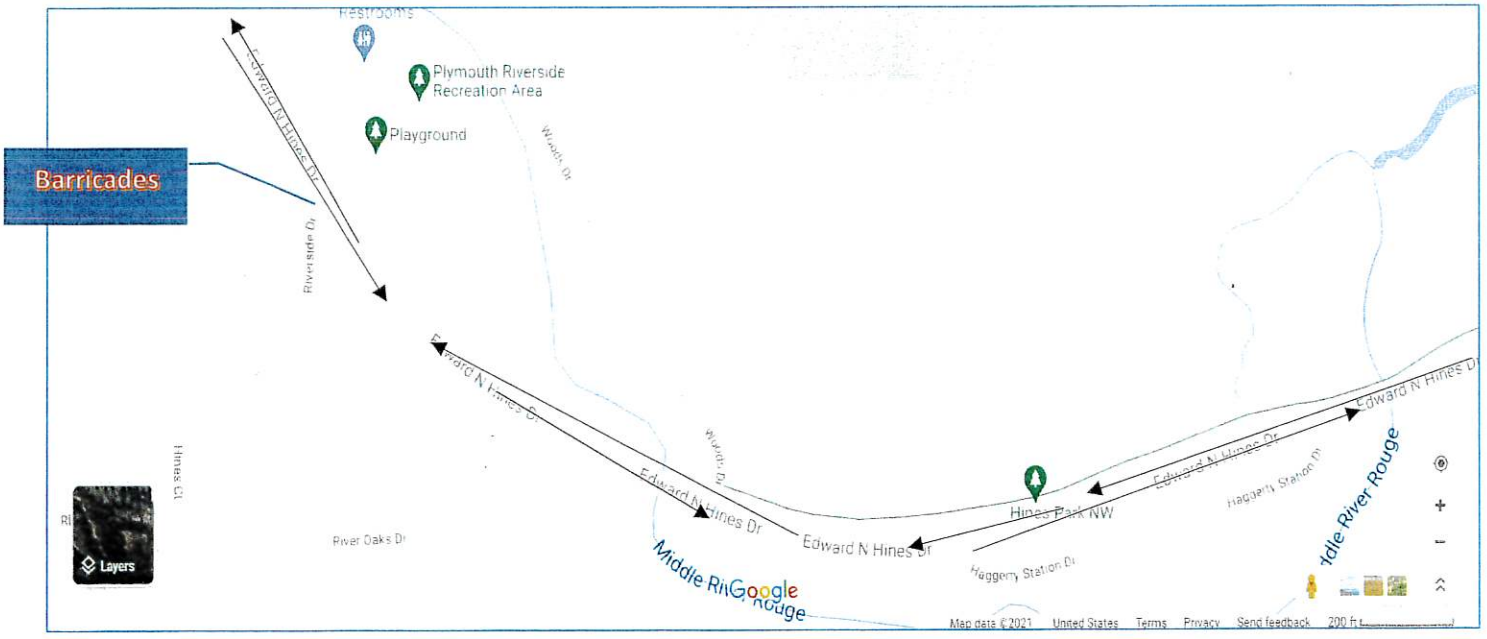
The Friends of Wayne County Parks *(organization name)* agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Heroes on Hines 5K Run/Walk *(event name)* by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature _____ Date 8/17/2026

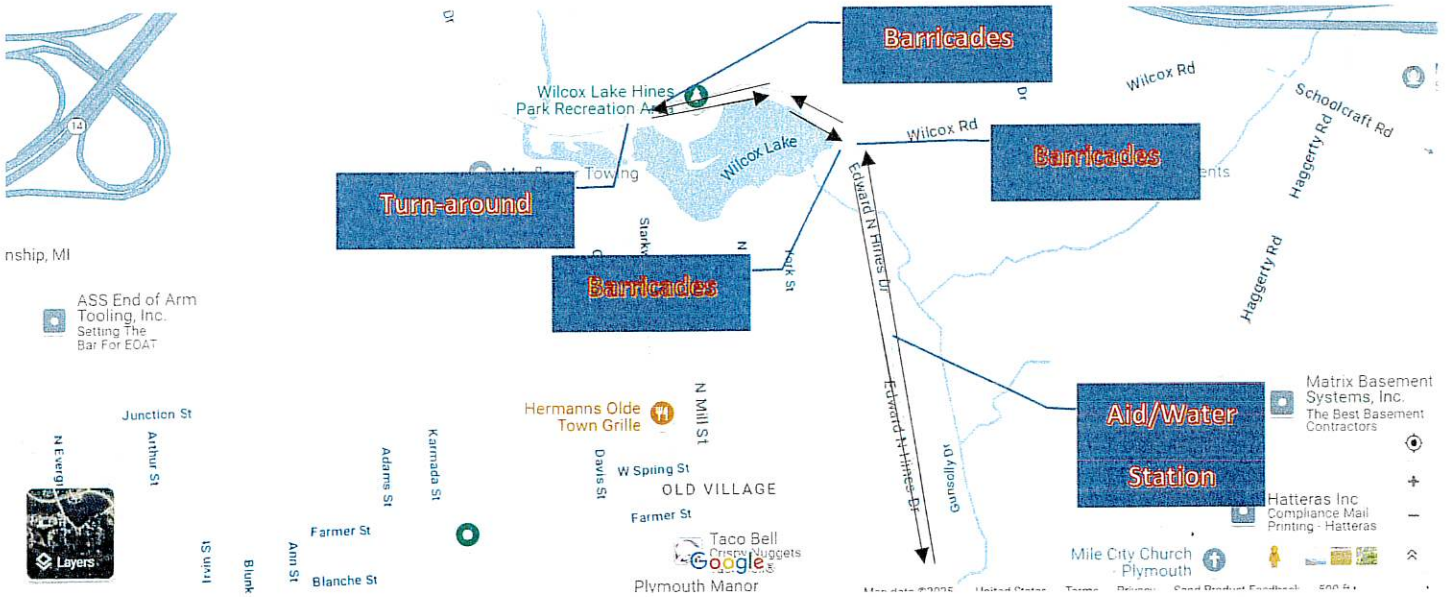
Witness _____ Date 8-12-26

HEROES ON HINES 5K






See travel times, traffic and nearby places
Plymouth Rd
Tim Hortons
Plymouth Manor Banquet Center
Mayflower Townhouses Cooperative
The Ravines of Plymouth
Mile City Church - Plymouth
Signal X Technolo
Genisys Credit Union
35th District Court
Don Massey Field
United Road Service
Lou LaRiche Chevro
Riverside Cemetery
E & E Manufacturing
SKLD Plymouth
Barricades
Mill Street Towns
Townes at Mill Street by Pulte Homes
Plymouth Riverside Recreation Area
Google
Layers


Barricades
Wilcox Lake Hines Park Recreation Area
Wilcox Rd
Wilcox Lake
Towing
Turn-around
Barricades
Barricades
Schoolcraft Rd
Haggerty Rd
Edward N Hines Dr
Aid/Water Station
Matrix Basement Systems, Inc.
The Best Basement Contractors
Hatteras Inc
Compliance Mail Printing - Hatteras
Mile City Church - Plymouth
ASS End of Arm Tooling, Inc.
Setting The Bar For EOAT
Junction St
Arthur St
Adams St
Karmada St
Hermanns Olde Town Grille
N Mill St
W Spring St
OLD VILLAGE
Farmer St
Taco Bell
Plymouth Manor
Blanche St
Ann St
Davis St
Gunsolly Dr
Google
Layers

EVENT REVIEW FORM

EVENT NAME: Heroes on Hines 5K TOTAL ESTIMATED FEE: _____

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

9/26

MUNICIPAL SERVICES:	**Approved**	**Denied**	(list reason for denial)	**Initial** NJ
NO services needed				
$250 Bathroom Cleaning Fee Per Day of Event? **YES**			**NO**	
Labor Costs: $	Equipment Costs: $		Materials Costs $	
POLICE:	**Approved**	**Denied**	(list reason for denial)	**Initial** JEC
No services needed				
Labor Costs $ 0	Equipment Costs $		Materials Costs $	
FIRE:	**Approved**	**Denied**	(list reason for denial)	**Initial** RS
NO services needed				
Labor Costs $ 0	Equipment Costs $		Materials Costs $	
HVA:	**Approved**	**Denied**	(list reason for denial)	**Initial**
DDA:	**Approved**	**Denied**	(list reason for denial)	**Initial** SBF
Labor Costs $ 0	Equipment Costs $		Materials Costs $	
RISK MANAGEMENT:	**Approved**	**Denied**	(list reason for denial)	**Initial** DMB
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food.			

SITE FEE APPLIED TO ALL EVENTS IS $100 PER DAY. TOTAL EVENT SITE FEE $_____

APPROVED _____ NOT APPROVED _____ DATE_____

Special Event Application

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

Complete this application in accordance with the City of Plymouth Special Events Policy, and return it to the City Manager's Office at least 21 calendar days prior to the starting date of the event.

FEES WILL BE CHARGED FOR ALL SPECIAL EVENTS. SEE ATTACHMENT B.

Sponsoring Organization's Legal Name KNIGHTS OF COLUMBUS RENAUD COUNCIL #3292

Ph# 7344533966 Fax# NA Email GK3292@MIKOFC.OR Website WWW.PLYMOUTHKOFC

Address 150 FAIR ST. City PLYMOUTH State MI Zip 48170

Sponsoring Organization's Agent's Name MIKE DRISCOLL **Title** GRAND KNIGHT

Ph# 7349688700 Fax# NA Email GK3292@MIKOFC.OR Cell# 7349688700

Address 150 FAIR ST. City PLYMOUTH State MI Zip 48170

Event Name KNIGHTS OF COLUMBUS TOOTSIE ROLL DRIVE

Event Purpose RAISE FUNDS FOR THE MENTALLY IMPAIRED

Event Date(s) FRIDAY 10/9 & SATURDAY 10/10

Event Times 10AM TO 4PM EACH DAY

Event Location MAIN ST. & ANN ARBOR TRAIL, MAIN ST. & PENNIMAN AVE.

What Kind Of Activities? GIVING OUT TOOTSIE ROLLS & ACCEPTING FREE WILL DONATIONS TO SUPPORT THE

What is the Highest Number of People You Expect in Attendance at Any One Time? 1 EACH TIME SLOT PER LOCATION

Coordinating With Another Event? YES ☐ NO ☑ **If Yes, Event Name:**

Event Details: (Provide a detailed description of all activities that will take place. Attach additional sheets if necessary.)

GIVING OUT TOOTSIE ROLLS & ACCEPTING FREE WILL DONATIONS TO SUPPORT THE MENTALLY IMPAIRED.
WE WILL BE WEARING OUR K OF C APRONS.

RECEIVED AUG 21 2026

1. **TYPE OF EVENT:** Based on Policy 12.2, this event is: *(Weddings Ceremonies – Please Review Section 12.2 f.)*

City Operated ☐ Co-sponsored Event ☐ Other Non-Profit ☑ Other For-Profit ☐ Political or Ballot Issue ☐

2. **ANNUAL EVENT: Is this event expected to occur next year?** YES ☑ NO ☐

If Yes, you can reserve a date for next year with this application (see Policy 12.15). To reserve dates for next year, please provide the following information:

Normal Event Schedule (e.g., third weekend in July): _____

Next year's specific dates: _____

****See section 12.13 for license & insurance requirements for vendors****

3. **FOOD VENDORS/ CONCESSIONS?** YES ☐ NO ☑ **OTHER VENDORS?** YES ☐ NO ☑

4. **DO YOU PLAN TO HAVE ALCOHOL SERVED AT THIS EVENT?** YES ☐ NO ☑

5. **WILL ALCOHOL BE SERVED ON PRIVATE PROPERTY AS PART OF THIS EVENT?** YES ☐ NO ☑

6. **WILL YOU NEED ELECTRICITY AND/OR WATER?** YES ☐ NO ☑

CITY SERVICES REQUIRED? If needed, please attach a letter indicating all requests for City Services. *(see Attachment B)*

NO

7. **AN EVENT MAP IS** ☐ **IS NOT** ☑ attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

8. **EVENT SIGNS:** Will this event include the use of signs? YES ☐ NO ☑

If Yes, refer to Policy 12.8 for requirements, and describe the size and location of your proposed signs: **Please complete a sign illustration / description sheet and include with the application.**

Signs or banners approved by the City of Plymouth for Special Events shall be designed and made in an artistic and workman like manner. THE CITY MANAGER MUST APPROVE ALL SIGNS. SIGNS CANNOT BE ERECTED UNTIL APPROVAL IS GIVEN.

Signs and/or Banners may be used during the event only. Please refer to Special Event Policy for information related to the installation of banners on Downtown Street Light Poles in advance of event. NO SIGNS ARE ALLOWED IN THE PARK IN ADVANCE OF THE EVENT.

9. **UNLIMITED PARKING:** Are you requesting the removal of time limits on parking (see Policy 12.5)?

YES ☐ NO ☑

If Yes, list the lots or locations where/why this is requested:

10. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that

a. a Certificate of Insurance must be provided which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.10 for insurance requirements)

b. Event sponsors and participants will be required to sign Indemnification Agreement forms (refer to Policy 12.12).

c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Plymouth as an additional named insured party on the policy. (See Policy 12.13)

d. The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Event Policy. The event will be operated in conformance with the Written Confirmation of Approval. (see Policy 12.11 and 12.16)

e. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered, pursuant to Policy 12.3 and 12.4.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

8/21/26
Date

eSigned via GovOS.com
MICHAEL J. DRISCC
Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least twenty (21) days prior to the first day of the event to: City

Manager's Office
City Hall
201 S. Main Street
Plymouth MI 48170

Phone: (734) 453-1234 ext. 203

11. INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

The MICHAEL J. DRISCOLL *(organization name)* agree(s) to defend, indemnify, and hold harmless the City of Plymouth, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the KNIGHTS OF COLUMBUS *(event name)* by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Plymouth or by third parties, or by the agents, servants, employees or factors of any of them.

Signature eSigned via GovOS.com MICHAEL J. DRISCOLL Date 8/21/26

Witness eSigned via GovOS.com RACHEL GELSOMINO Date

EVENT REVIEW FORM

EVENT NAME: Knights of Columbus **TOTAL ESTIMATED FEE:**_____

(Note: All fees are only initial estimates and can increase upon assessment of services after the close of the event).

Tootsie Roll Drive 10/9 - 10/10

MUNICIPAL SERVICES:	**Approved**	**Denied**	(list reason for denial)	**Initial** NJ
	NO services needed			
$250 Bathroom Cleaning Fee Per Day of Event? **YES**		**NO**		
Labor Costs: $	Equipment Costs: $		Materials Costs $	
POLICE:	**Approved**	**Denied**	(list reason for denial)	**Initial** JER
	NO SERVICES NEEDED			
Labor Costs $ Ø	Equipment Costs $		Materials Costs $	
FIRE:	**Approved**	**Denied**	(list reason for denial)	**Initial** JS
	NO SERVICES NEEDED			
Labor Costs $ Ø	Equipment Costs $		Materials Costs $	
HVA:	**Approved**	**Denied**	(list reason for denial)	**Initial**
DDA:	**Approved**	**Denied**	(list reason for denial)	**Initial** SBP
Labor Costs $ Ø	Equipment Costs $		Materials Costs $	
RISK MANAGEMENT:	**Approved**	**Denied**	(list reason for denial)	**Initial**
Class I – Low Hazard	Event Sponsors must provide current Certificate of Insurance naming City			
Class II – Moderate Hazard	of Plymouth as 'Additional Insured' including in the Description Box/Area.			
Class III – High Hazard	Food vendor/service requirements per Special Event Policy, must also be			
Class IV – Severe Hazard	met for any food. CANNOT BE IN STREETS			

SITE FEE APPLIED TO ALL EVENTS IS $100 PER DAY. TOTAL EVENT SITE FEE $_____

APPROVED _____ NOT APPROVED _____ DATE_____

Administrative Recommendation

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: *S:\Manager\Porman Files\Memorandum - Authorization to Hire - PD - 09-08-26.docx*
Date: August 31, 2026
RE: Authorization to Hire PD

Background

The City Commission will recall that on August 27, 2026, they were notified about a departure from the Police Department. With the recent departure and other staffing challenges, we are left with a gap in staffing from what has been approved by the City Commission over the past year, and we would like to begin the process of trying to fill that vacancy. Before we can move forward, we again seek the City Commission's authorization.

The Employment Ordinance, adopted by the City Commission on August 7, 2000, requires the City Manager to obtain advance approval from the Commission before filling in any full-time position. Accordingly, City Administration is requesting authorization to proceed with the recruitment and hiring process for one vacant position.

This position is included in the approved budget and does not increase the City's authorized full-time equivalent (FTE) staffing level. Due to current recruitment challenges within the law enforcement profession, filling this vacancy may take some time, as sponsorship of a candidate through a police academy may again be necessary.

Recommendation

The City Administration recommends that the City Commission provide prior and express approval to begin the hiring procedures for a police officer in accordance with the City's Hiring Ordinance. We have attached a proposed Resolution for the City Commission to consider regarding this matter.

Should you have any questions regarding this matter please feel free to contact me in advance of the meeting.

RESOLUTION

The following Resolution was offered by Comm. _____ and seconded by Comm. _____.

WHEREAS The City Commission did adopt what is commonly known as the Hiring Ordinance in August of 2000; and

WHEREAS The Ordinance requires that the City Administration seek prior and express approval for any full-time position; and

WHEREAS The City Administration is seeking prior and express approval for the hiring of a police officer to fill a vacancy in that department.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize prior and express approval to hire a police officer. The City Administration is authorized to proceed with hiring the new police officer.

Administrative Recommendation

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: S:\Manager\Porman Files\Memorandum - Amendments to General and Zoning Ordinances - Fences and Screening - 1st Reading - 09-08-26.docx
Date: September 3, 2026
RE: Amendments to General and Zoning Ordinances – Fences and Screening

Background

As part of the Zoning Ordinance Audit that began in 2022, 26 "quick" amendments were identified to address outdated language, inconsistencies within the ordinance and conflicts with other regulations. The Planning Commission's Zoning Audit Sub-Committee has been working through these items as part of the City's ongoing effort to update and clarify the Zoning Ordinance. This is the fifth batch of changes.

One of the identified tasks was to consolidate the City's fence regulations, which are currently located in multiple sections of the Code of Ordinances and Zoning Ordinance. As the Planning Commission reviewed this issue, the scope was expanded to also address screening between residential and non-residential uses and requirements for trash dumpster enclosures.

The proposed amendments affect both Chapter 18 of the Code of Ordinances and Chapter 78 of the Zoning Ordinance. Generally, the amendments are intended to consolidate similar requirements, eliminate conflicting or redundant provisions, and provide clearer standards for fences, screening and related improvements.

Among the more significant changes, the proposed amendments would:

- Consolidate residential and industrial fence regulations into Chapter 18 and establish consistent definitions and standards throughout the Code and Zoning Ordinance.
- Clarify fence height, location, corner-clearance and visibility requirements, while removing duplicative pool-fencing provisions already addressed by the Michigan Residential Code.
- Modernize screening requirements between residential and non-residential uses, including available screening methods and requirements for multi-family developments adjacent to single-family residential uses.
- Establish clearer standards for screening fences and clarify the Planning Commission's authority to modify certain screening requirements.
- Establish specific requirements for trash dumpster enclosures.

The overall intent is not to substantially change the City's approach to fences and screening, but rather to organize the regulations in a more logical manner, eliminate inconsistencies and provide clearer standards for property owners, applicants and City staff.

The Planning Commission held a public hearing on the proposed Chapter 78 amendments on July 15, 2026, and recommended approval to the City Commission. The City Attorney has also reviewed the proposed amendments. Because the Chapter 18 amendments involve the City's general ordinances, a separate public hearing has been scheduled before the City Commission as part of this first reading.

Tracked-change versions of the proposed ordinance amendments and the applicable Planning Commission meeting minutes have been included with the agenda materials for ease of review. In addition, the "scorecard" of the 26 quick zoning changs is attached for reference.

Recommendation

The City Administration recommends that the City Commission hold the required public hearing regarding the proposed Chapter 18 amendments and complete the first reading of the proposed amendments to Chapters 18 and 78 as presented.

The Administration further recommends that the City Commission schedule the second and final reading of the proposed ordinance amendments for its next regular meeting.

We have attached a proposed Resolution for the City Commission to consider regarding this matter.

Should you have any questions in advance of the meeting, please contact Greta Bolhuis or myself.

CITY OF PLYMOUTH
www.plymouthmi.gov
201 S. Main
Plymouth, Michigan 48170
Phone 734-453-1234
Fax 734-455-1892

ADMINISTRATIVE RECOMMENDATION

To: Chris Porman, City Manager
From: Greta Bolhuis, AICP, Planning and Community Development Director
Date: August 31, 2026
Re: Amendments to General and Zoning Ordinances – Fences and Screening

BACKGROUND:

In 2022, the City contracted with Carlisle Wortman to complete an audit of the city zoning ordinances to identify:

- Inconsistencies with the Master Plan and Future Land Use Map
- Ordinance language that is inconsistent with other laws
- Outdated ordinance language

The audit report was completed in 2023. As part of the audit, 26 quick zoning ordinance amendments were identified. The Zoning Audit Sub-Committee of the Planning Commission has been meeting monthly to review and address these matters.

As you may recall, one of the tasks is to consolidate all fence regulations into a single place, with the fence section of the Zoning Ordinance or the City's Fence Ordinance. After receiving feedback in January 2026 from the Planning Commission, the sub-committee expanded their scope of this ordinance amendment to include evaluating regulations for screening between non-residential uses and dumpster enclosure requirements, in addition to the primary task of consolidating fencing regulations.

The proposed amendments are in Chapter 18 of the Code of Ordinances and Chapter 78 of the Zoning Ordinance. A public hearing has been scheduled for the City Commission to review the Chapter 18 amendments. The Planning Commission held a public hearing at their July 15, 2026 meeting to consider the Zoning Ordinance amendments. The minutes of which are attached.

A summary of the proposed changes is provided below.

CODE OF ORDINANCES (GENERAL CODE):

Secs. 18-377. Remove language related to fencing for swimming pools. **Reasoning:** Fences for pools are regulated in the Michigan Residential Code, which is enforced by the Building Official.

Secs. 18-372. Amend wall definition to match Chapter 78. **Reasoning:** Consistency across ordinances.

Secs. 18-373. Remove conflicting height regulations and allow exemption for barbed wire fences. **Reasoning:** Eliminate inconsistent requirements.

Secs. 18-376. Move appeal section from the middle of the article to the end. Clarify when barbed wire is permitted and under what circumstances. **Reasoning:** Set parallel structure and clarity.

Secs. 18-377. Clerical edits.

Secs. 18-379. Re-letter subsections to match article. Reword language related to the clear vision area at the corner of driveways and streets. **Reasoning:** Clarity.

Secs. 18-380. Add language from Sec. 78-208 and 78-209 and removed redundant requirements related to corner clearance. Corrected graphics. **Reasoning:** Consistency across ordinances.

Secs. 18-381. Fences and Walls. Move appeals language to the end of the article. **Reasoning:** Parallel structure.

ZONING ORDINANCE:

Secs. 78-21. Add and amend fencing and wall definitions to match Chapter 18. **Reasoning:** Consistency across ordinances.

Secs. 78-203. Remove language in the landscaping section that conflicts with screening section. **Reasoning:** Consistency across ordinances.

Sec. 78-206. Clarify language to state that screening is required between non-residential and residential land uses and may be accomplished in one of four ways. Clarify that multi-family (3+ units) shall be screened when located adjacent to single-family residential. Create standalone subsection for screening fences. Allow the Planning Commission, not the Zoning Board of Appeals, to modify the location of screening fences/obscuring walls when adjacent to an alley. Require trees to be planted every 30 feet for consistency with other sections. Delete the Planning Commission's ability to waive screening requirements. **Reasoning:** Modernize and clarify standards.

Sec. 78-207. Add language from Chapter 18 related to corner clearance standards for driveways and alleys. Update the graphic for corner clearance. Modify language to give the Planning Commission alone the ability to change the required clear vision area in the B-2, Central Business District. **Reasoning:** Consistency across ordinances and modernize/clarify standards.

Sec. 78-208. Standards for trash dumpsters. Delete section for residential fences and move into Chapter 18. Old section number was used for new screening standards for trash dumpsters. **Reasoning:** Create clear standards to require dumpster enclosures.

Sec. 78-209. Delete section for industrial fences and move into Chapter 18. **Reasoning:** Consistency across ordinances.

Sec. 78-336. Delete section for residential yard fences. **Reasoning:** Consistency across ordinances.

RECOMMENDATION:

The Planning Commission has reviewed both the Chapter 18 and Chapter 78 amendments proposed. Additionally, the City Attorney has reviewed the proposed changes.

The Planning Commission recommended approval of Chapter 78 amendments to the City Commission and the meeting minutes are attached. Staff recommends that the City Commission hold a public hearing to receive comments regarding the Chapter 18 amendments proposed and then complete a first reading of both chapters of proposed ordinance amendments, as presented and approve them. Staff further recommends the City Commission set the second reading of the proposed language at the next regular City Commission meeting.

If you have any questions, please contact me directly.

Article IX. - Swimming Pools.

[...]

Division 3. – Design Requirements

[...]

Sec. 18-337. ~~Fence.~~ Reserved.

~~(a) No temporary or permanent pool 18 inches or deeper shall be constructed or maintained unless such swimming pool is entirely enclosed by a building, wall and/or fence. The minimum height of all parts of the fence or wall, including gates, shall be 48 inches measured on the outside of the fence or wall upward from the highest adjacent ground. All gates shall be equipped with a lock and key. Such fence shall be designed and constructed so that the pool is not readily accessible to children by climbing or entering through the fence openings. Fence material shall not contain openings larger than two inches nominal size nor material that provides ready footing for climbing.~~

~~(b) A permanent above ground pool which has a structure intended to provide self-fencing shall satisfy the fencing requirements of this article if it provides:~~

~~(1) A walkway not less than 20 inches in width completely around the water's edge and at least three feet above grade.~~

~~(2) The self-fencing shall be at least three feet high above the walkway.~~

~~(3) A fold-up stairway or gate which must be locked when residents are away from the home or when the pool is not in use.~~

~~The self-fencing shall make the pool inaccessible to children by climbing or entering through the fence openings.~~

~~(c) No wading pool shall be left unattended unless it is provided with a substantial cover or is surrounded by a fence as provided in this section.~~

(Code 1982, § 8.43(2))

ARTICLE X. FENCES

Sec. 18-371. Purpose, intent.

It is the intent and purpose of this article to assure to occupants of all properties adequate light and air adjacent to structures and in yard areas, effective and desirable sight distance from the front of all structures in all directions, the right to provide for their own privacy within their properties, to protect plantings from damage by trespass, and to prevent such construction related thereto as would be hazardous.

(Ord. No. 82-11, § 1(8.21), 8-16-82)

Sec. 18-372. Definitions.

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

Border means a planting area composed of shrubs, trees, etc., which is utilized as a part of the landscaping of a lot.

Decorative fence means a permanent barrier not used for enclosure. Any such fence shall be a part of the overall landscape plan and shall be composed of natural materials such as wood (i.e., split rail fence, picket, etc.) or a decorative metal construction (i.e., aluminum, wrought iron, etc.).

Fence means a permanent barrier enclosing a plot of land or portion thereof composed of manmade or processed materials erected on posts, for the purpose of preventing or controlling entrance or to confine within or to mark a boundary.

Gutter grade means the lowest point of integral curb and gutter down which water flows, or, when no curb or gutter exists, is the lowest point between the street and sidewalk down which water will flow or drain.

Picket fence means a permanent barrier enclosing a plot of land or portion thereof composed of manmade or processed materials erected on posts, for the purpose of preventing or controlling entrance or to confine within or to mark a boundary. A picket fence shall have spaced uprights connected by two or more horizonal rails. The uprights shall not exceed four inches in width. The space between uprights shall be a minimum of two and one-half inches and must not exceed four inches.

Sidewalk line means the edge of the constructed public sidewalk that is adjacent or closest to the lot line.

Wall means a barrier constructed of masonry ~~or other solid materials on a continuous concrete footing~~ for the purpose of controlling entrance, sound and/or view.

(Ord. No. 82-11, § 1(8.22), 8-16-82; Ord. No. 2011-02, § 1, 1-17-11; Ord. of 8-7-23)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 18-373. Prevention of hazards.

(a) No fence, border or wall shall have any exposed ~~beneath a height of eight feet any~~ sharp protrusions which would be likely to cause physical or material damage to persons or clothing passing by the fence, border or wall. Barbed wire fences when allowed are exempt from this requirement.

(b) Any wall shall be capped with a peaked coping of sufficient pitch to discourage walking.

(Ord. No. 82-11, § 1(8.26), 8-16-82; Ord. No. 2011-02, § 1, 1-17-11)

Sec. 18-374. Line fences and walls.

All fences and walls must be located entirely on the private property of the person constructing the same; provided, however, that if adjoining property owners jointly apply for and sign a permit to erect a fence upon their common property line, such fence may be so erected. No temporary type of barrier or temporary fence of any type shall be permitted in the front yard areas.

(Ord. No. 82-11, § 1(8.27), 8-16-82)

Sec. 18-375. Electric fences.

It shall be unlawful for any person to construct or maintain, or to allow to be constructed or maintained upon property owned or occupied by such person, any fence charged or connected with an electrical current in such manner as to transmit such current in the form of shock to persons or animals which might come in contact with such charged fence. This shall exclude underground electric pet containment fences.

(Ord. No. 82-11, § 1(8.28), 8-16-82; Ord. No. 2011-02, § 1, 1-17-11)

Sec. 18-376. Barbed wire.

Barbed wire is prohibited except in industrial districts subject to the following provisions:

(a) Barbed wire shall be not more than three (3) strands mounted in a "Y" at the top of the fence.

(b) Barbed wire shall be on and within the confines of the private property. Barbed wire shall not project into or over adjacent properties.

(c) The bottom of the barbed wire shall be not less than eight (8) feet above the adjacent grade level.

~~Sec. 18-376. Appeals.~~

~~If there is believed to be a conflict between the stated intent and any specific provisions of this article, the zoning board of appeals may, in accordance with established procedures, permit modification of such specific provision, while retaining the intent, in such appealed instance.~~

(Ord. No. 82-11, § 1(8.29), 8-16-82)

Sec. 18-377. Permits.

(a) It shall be unlawful for any person to construct, or cause to be constructed, any fence or wall upon any property within the city without first having obtained a permit ~~therefor~~.

(b) ~~Any person desiring to construct, or cause to be constructed a fence or wall upon property in the city shall first apply to the building department of the city for a permit, for which there shall be a fee, the amount of which shall be set by resolution of the city commission. Such permit shall be issued by the building inspector upon a written application, and shall contain such information as may be required by the inspector in order to determine that such fence or wall will not violate any provision of the City Code or state law.~~ Any person proposing to construct, or cause to be constructed, a fence or wall on property within the city shall first apply for a permit from the City's Community Development Department. The permit application shall be accompanied by the required fee, as established by resolution of the City Commission. The Community Development Department shall issue the permit upon receipt of a written application containing the information the Community Development Director or their designee determines is necessary to verify that the proposed fence or wall complies with all applicable provisions of the City Code and state law.

(Ord. No. 82-11, § 1(8.23), 8-16-82)

Sec. 18-378. Establishing lot lines.

The Community Development Director or their designee ~~building inspector~~ may require the owner of property upon which a fence is to be constructed to establish lot lines upon such property, through the placing of permanent stakes located by a licensed surveyor. Such lot line shall be established before such fence shall be erected, and the Community Development Director or their designee ~~building inspector~~ may withhold the issuance of the required permit until the lot lines are established and permanent stakes are placed.

(Ord. No. 82-11, § 1(8.30), 8-16-82)

Sec. 18-379. Borders.

Borders may be planted in any yard area subject to the following provisions:

~~(1)~~ (a) Borders shall not be located nearer than two feet to any drive or walkway. Borders are also subject to additional restrictions as specified in this section.

~~(2)~~ (b) No border shall obscure visibility within the triangular area formed at the intersection of any street right-of-way lines by a straight line drawn between the right-of-way lines at a distance along each line of 25 feet from their point of intersection. Shrubs or hedges or other plantings (excluding trees) in this area shall not exceed 30 inches in height above the average gutter grade adjacent to this area. Trees planted within this same area shall not have branches lower than eight feet above the average gutter grade. Sight visibility shall be in accordance with section 78-207 of the zoning ordinance.

~~(3)~~ (c) ~~Similar restrictions as above shall be required in a~~ A clear vision area shall be required in the 15-foot corner triangle formed at the intersection of any driveway and alley or any driveway and street right-of-way line.

(Ord. No. 82-11, § 1(8.24), 8-16-82; Ord. No. 2011-02, 1-17-11)

Sec. 18-380. Fences and walls.

(a) All posts thereof shall be of materials designed to withstand rusting, rotting and other weather-related deterioration for a period of not less than ten years.

(b) Fences shall be setback a minimum of one foot away from the sidewalk line.

(c) ~~Solid masonry walls~~ Walls shall be erected on continuous foundations at least 42 inches below grade.

(d) Fences or walls within a required front yard area shall be decorative style only consisting of wrought iron, metal, or pickets and masonry or stone walls. Decorative fences or walls placed within a front yard shall not exceed 30 inches in height. A decorative fence or wall shall contribute to the identification and beauty of the principal building. Chain link fences are not allowed within a required front yard area.

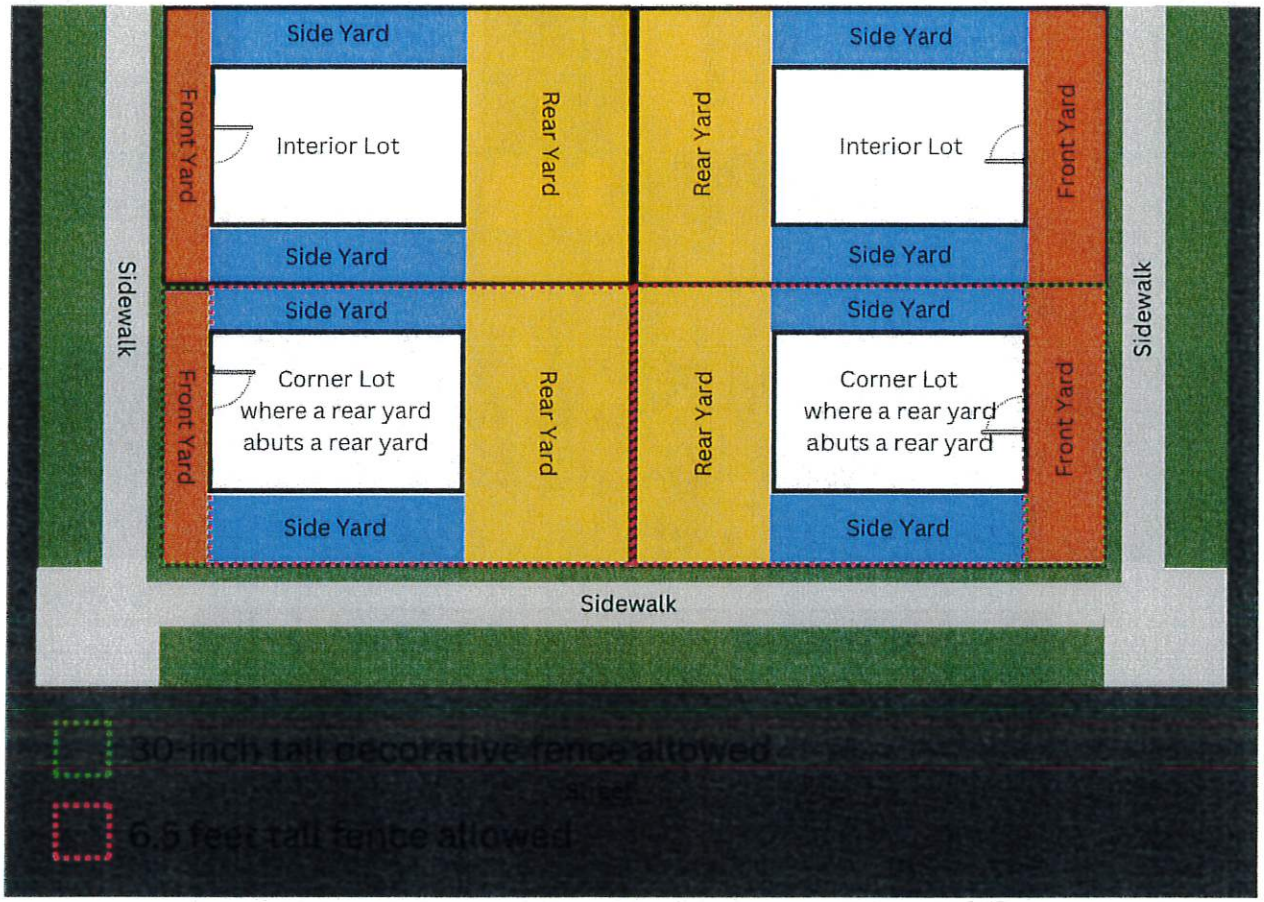
(e) All fences or walls shall be constructed with the finished side exposed to neighboring properties, the support posts placed on the inside, and in a manner which serves to enhance the aesthetic appearance of the neighborhood or surrounding area.

(f) No fence, wall, or plantings shall interfere with visibility from a driveway, alley or intersection. All fences, walls, and borders shall comply with the corner clearance requirements of section 78-207.

(g) Fence and wall height shall be measured from the lowest side of the surface of the ground directly adjacent to the fence or wall. Posts and finials may extend no more than six inches above the maximum permitted height of a fence.

(h) In residential districts in the case of a rear yard abutting a rear yard, fences may be located in the side and rear yards and shall not exceed six and one-half feet in height as shown in Figure 1. Fences shall not extend toward the front of the lot beyond the front of the house or the required minimum front yard setback, whichever is greater as shown in Figure 1. Walls constructed of masonry, stone or pre-cast materials and constructed within a side or rear yard shall have a maximum height of 30 inches, unless otherwise required for screening between uses in Chapter 78.

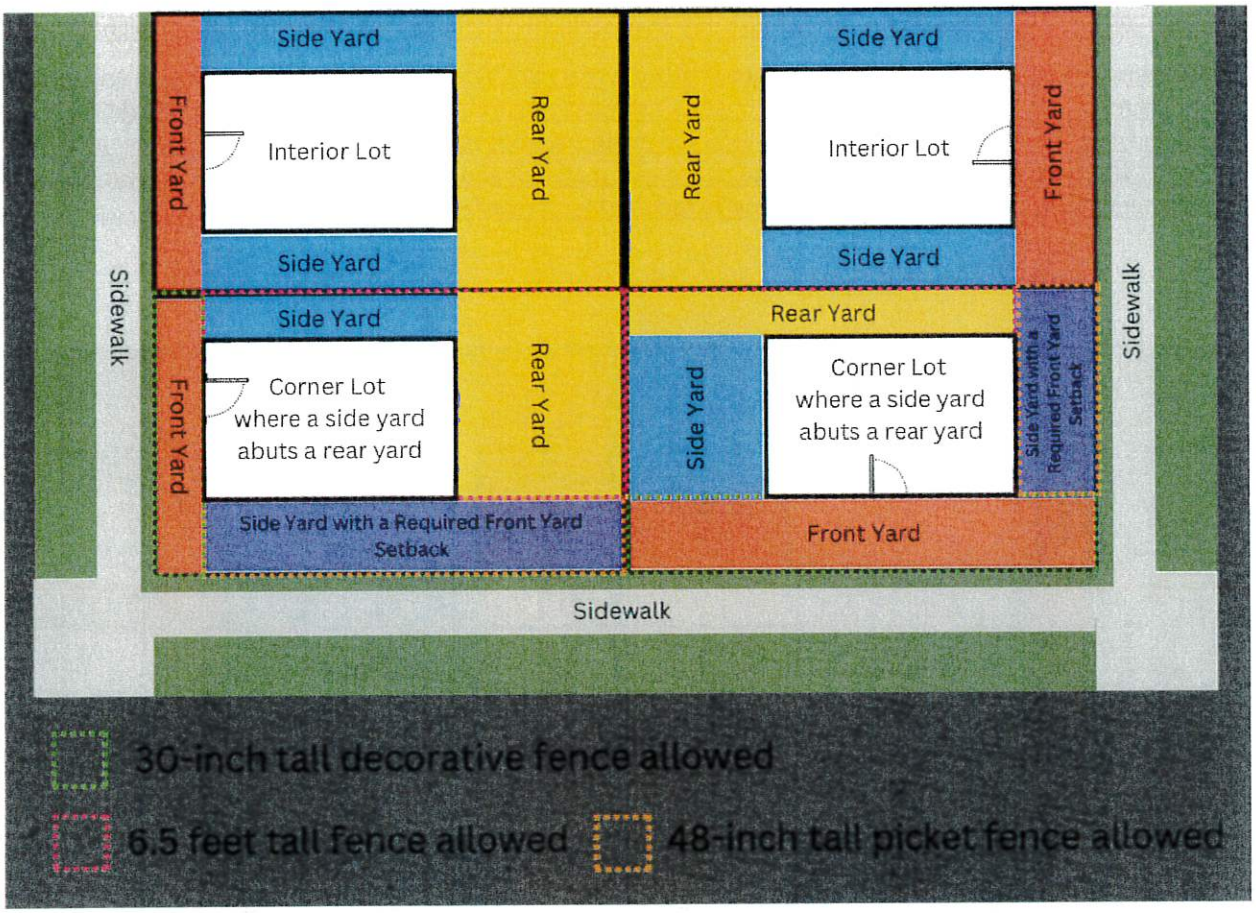
Figure 1.

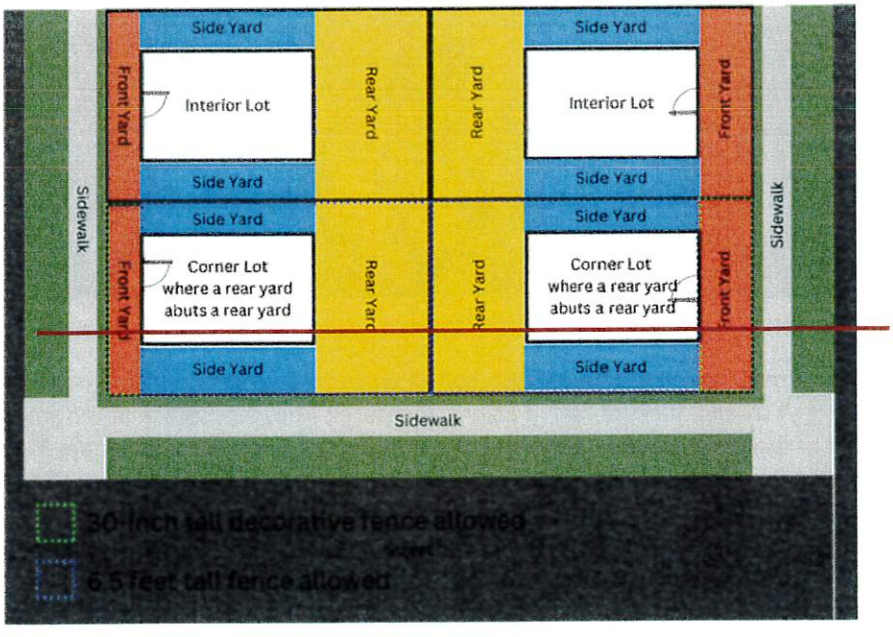


(i) ~~Fences on all lots of record in all residential districts which enclose property and/or are within a required side or rear yard shall not exceed six and one-half feet in height, measured from the surface of the ground, and shall not extend toward the front of the lot nearer than the front of the house or the required minimum front yard setback, whichever is greater (see figure 1).~~ In residential districts in the case of a side yard abutting a rear yard, fences may be located in the side and rear yard and shall not exceed six and one-half feet in height as shown in Figure 2. In residential districts ~~i~~In the case of a rear yard abutting a side yard, the side yard abutting a street shall be a continuation of the required front setback on the lot to the rear, and a 48-inch-tall picket fence may project into this area but shall not extend toward the front of the lot nearer than the front of the house (see ~~figure~~ Figure 2). Walls

constructed of masonry, stone or pre-cast materials and constructed within a side or rear yard shall have a maximum height of 30 inches, unless otherwise required to meet screening between uses in Chapter 78.

Figure 2.





(i) In parks and open spaces districts and public or institutional parks, playgrounds, or public landscaped areas, fences and walls shall not exceed eight feet in height measured from the surface of the ground, and shall not obstruct vision to an extent greater than 25 percent of their total area.

(~~f~~j) In office and business districts ~~zoned areas~~, fences and walls ~~should~~ shall not exceed a height above ground level of more than six and one-half feet in side and rear yards. ~~On corner lots, no fence, wall, shrubbery or other obstruction to vision above a height 30 inches from the established street gutter grades shall be permitted within the triangular area forward at the intersection of any street right-of-way lines by a straight line drawn between such right-of-way lines for a distance along each line of 25 feet from their point of intersection.~~

(~~g~~k) In industrial districts ~~zoned areas~~, fences and walls shall not exceed ~~may be constructed up to~~ eight feet in height. ~~On corner lots, no fence, wall, shrubbery or other obstruction to vision above a height of 30 inches from the established street gutter grades shall be permitted within the triangular area formed at the intersection of any street right-of-way lines by a straight line drawn between such right-of-way lines for a distance along each line of 25 feet from their point of intersection. Barbed wire may be installed on the top of such fences on arms or supports over the private property of the owner of the fence at least eight feet above the adjacent grade level.~~ Fences shall not be allowed within the front yard on sites of less than ten acres in size. Fences may be allowed in front yards of sites of ten acres or more after review and approval of the planning commission.

(l) If any of the provisions of this article conflict with fence and wall regulations in this Chapter or Chapter 78, the stricter provision shall prevail. It is the intent, however, that Chapter 18 and Chapter 78 fences and walls be construed harmoniously where possible.

(Ord. No. 82-11, § 1(8.25), 8-16-82; Ord. No. 2011-02, § 1, 1-17-11; Ord. of 8-7-23)

Sec. 18-3817~~6~~. Appeals.

If there is believed to be a conflict between the stated intent and any specific provisions of this article, the zoning board of appeals may, in accordance with established procedures, permit modification of such specific provision, while retaining the intent, in such appealed instance.

Secs. 18-382~~1~~—18-400. Reserved.

Sec. 78-21. Definitions.

Berm, obscuring, means an earthen mound of definite height and location to serve as an obscuring device in carrying out the requirements of this chapter.

Fence means a permanent barrier enclosing a plot of land or portion thereof composed of manmade or processed materials erected on posts, for the purpose of preventing or controlling entrance or to confine within or to mark a boundary.~~a manmade structure constructed for the purpose of or to have the effect of enclosing the area it is constructed upon or as defined in the city Code.~~

Screening means a privacy barrier designed to visually separate, isolate, or conceal properties, hide unsightly areas, and prevent observation.

Gutter grade means the lowest point of integral curb and gutter down which water flows, or, when no curb or gutter exists, is the lowest point between the street and sidewalk down which water will flow or drain.

Wall means a barrier constructed of masonry for the purpose of controlling entrance, sound and/or view.

Wall, obscuring, means a ~~structure~~ wall of definite height and location to serve as an obscuring screen in carrying out the requirements of this chapter.

Sec. 78-203. Plant material and landscaping requirements.

Whenever in this chapter a greenbelt or planting is required, it shall be planted to completion within three months, and no later than November 30, from the date of issuance of a certificate of occupancy if such certificate is issued during the April 1 to September 30 period; if the certificate is issued during the October 1 to March 31 period, the planting shall be completed no later than the ensuing May 31; plantings shall thereafter be reasonably maintained, including permanence and health of plant materials, to provide a screen to abutting properties and including the absence of weeds and refuse. Spacing, as required by this Section, shall be provided in any greenbelt or planting. A permanent certificate of occupancy shall only be issued after inspection and approval of such planting by the city.

(1) *Plant material spacing and size.*

a. Plant material shall not be located within four feet of the property line.

b. Where plant materials are placed in two or more rows, plantings shall be staggered.

c. Evergreen trees shall not be less than seven feet in height. When planted informally, they shall be spaced not more than 20 feet on centers. When planted in rows, they shall be spaced not more than 12 feet on centers.

d. Narrow evergreen trees shall not be less than five feet in height. When planted informally, they shall be spaced not more than 20 feet on centers. When planted in rows, they shall be spaced not more than 12 feet on centers.

e. Large shrubs shall not be less than 30 inches in height. When planted informally, they shall be spaced not more than six feet on centers. When planted in rows, they shall not be more than four feet on centers.

f. Small shrubs shall not be less than 30 inches in spread. They shall be planted not more than four feet on centers.

g. Large deciduous trees shall not be less than 2½ inches in caliper. When placed informally, they shall be planted not more than 30 feet on centers.

h. Small deciduous trees shall not be less than 1½ inches in caliper. When planted informally, they shall be spaced not more than 15 feet on centers.

(2) *Mixture of materials.* A mixture of plant materials (evergreen and deciduous trees and shrubs) is required in all landscape plans as a protective measure against disease and insect infestation. Plant materials used together informally shall meet the on-center minimum spacing requirements:

Minimum Recommended Distances Between Plant Materials

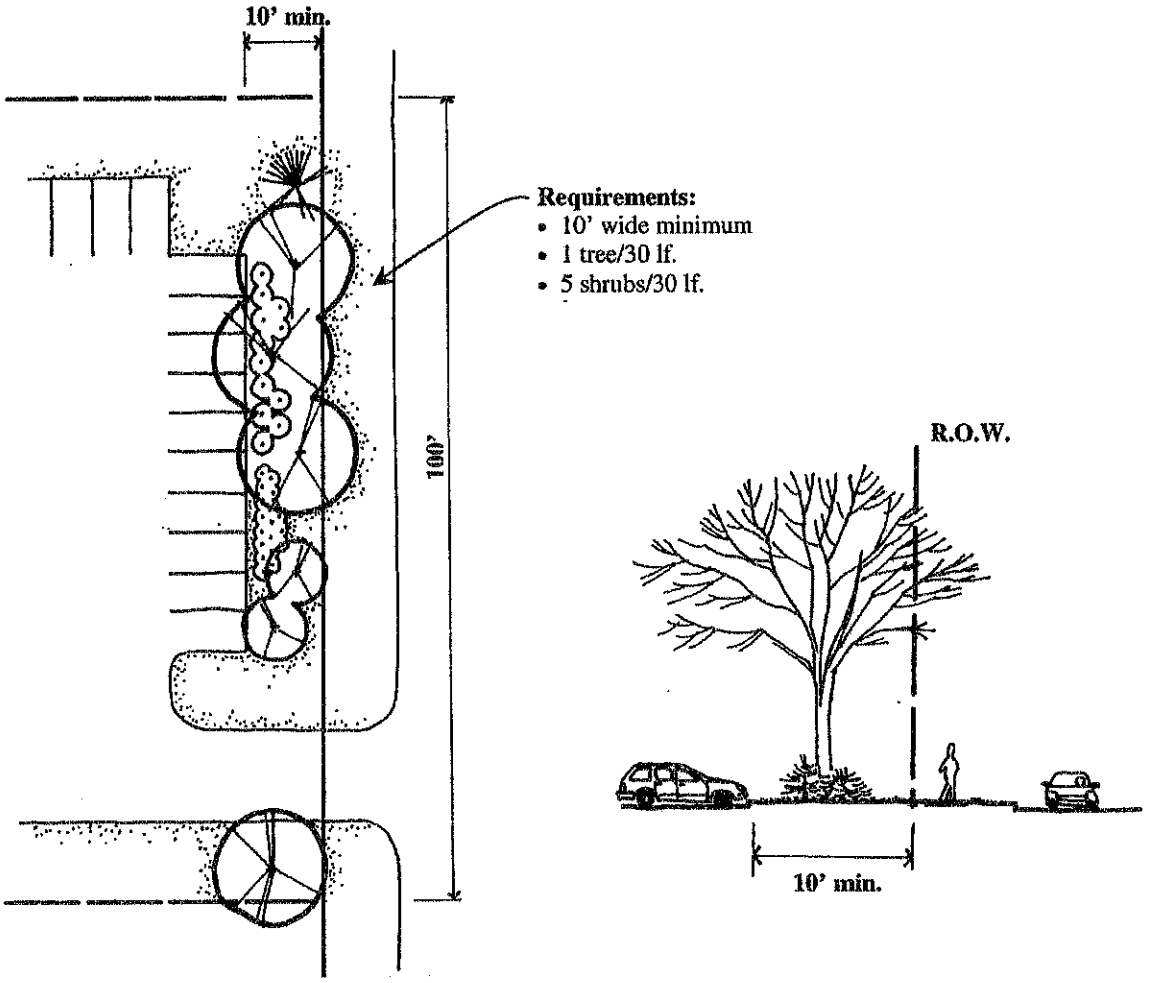
Plant Material Types	Evergreen Trees (Feet)	Narrow Evergreen Trees (Feet)	Large Deciduous Trees (Feet)	Small Deciduous Trees (Feet)	Large Shrubs (Feet)	Small Shrubs (Feet)
Evergreen Trees	Min. 10	Min. 12	Min. 20	Min. 12	Min. 6	Min. 5
Narrow Evergreen Trees	Min. 12	Min. 5	Min. 15	Min. 10	Min. 5	Min. 4
Large Deciduous Trees	Min. 20	Min. 15	Min. 20	Min. 15	Min. 5	Min. 3
Small Deciduous Trees	Min. 12	Min. 10	Min. 15	Min. 8	Min. 6	Min. 3
Large Shrubs	Min. 6	Min. 5	Min. 5	Min. 6	Min. 4 Max. 6	Min. 5
Small Shrubs	Min. 5	Min. 4	Min. 3	Min. 3	Min. 5	Min. 3

(3) *Parking lot landscaping and screening.*

a. Parking lots which are visible from a public right-of-way (excluding a public alley) shall have the following landscaping between the parking lot and the right-of-way:

1. A landscaped strip at least ten feet in width or wider as may be required.
2. One tree for every 30 feet or fraction thereof of street frontage of the parking lot.
3. Five shrubs for every 30 feet or fraction thereof of street frontage of the parking lot.

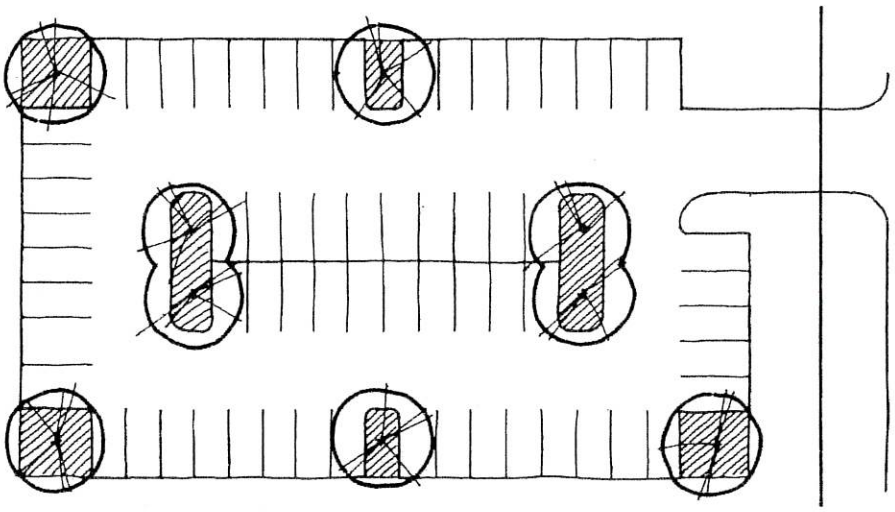
Parking Lot Screening from Roadway



Parking Lot Screening From Roadway

b. Parking lots of greater than 5,000 square feet shall meet the following landscaping requirements for the interior of the parking lot:

1. Within the interior of the parking lot there shall be one square foot of landscaped area for each 15 square feet of the parking lot. Greenbelt areas, buffers or landscape strips required in other sections of this chapter shall not be counted towards the requirement of interior parking lot landscaping.
2. Each interior landscaped area shall have at least 150 square feet.
3. The landscaped areas shall be located in a manner that breaks up the expanse of paving throughout the parking lot. Parking lot islands shall be a minimum width of six feet in any direction.
4. There shall be at least one deciduous tree for each 300 square feet or fraction thereof of interior landscaped area. Each individual landscaped area shall contain at least one tree.



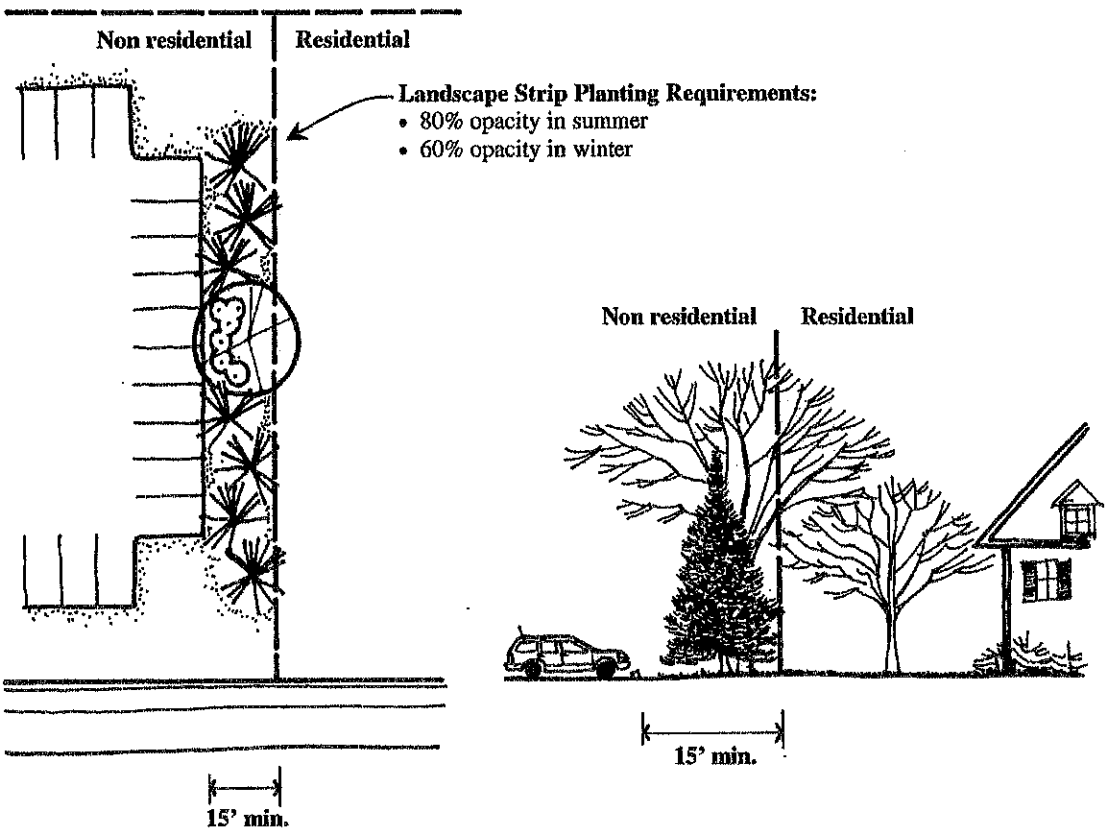
Requirements:

- 1 sq. ft. landscaped area/15 sq. ft. of parking lot
- 150 sq. ft. minimum size landscaped area
- 1 tree/300 sq. ft. landscaped area

Interior Parking Lot Landscaping

c. Parking lots of greater than 5,000 square feet, but less than 10,000 square feet, shall have interior landscaping located within the lot or around its perimeter. Perimeter landscaping shall follow the requirements of section 78-203. ~~and walls required in section 78-206 may be replaced by suitable screening or landscaping.~~

d. A parking lot of an office, commercial or industrial use adjacent to a public park facility or land principally used or zoned for residential purposes shall have a landscape strip at least 15 feet wide between it and all areas of such park or residential land~~, as required in section 78-206~~.



Landscape Strip

(4) *Landscape planting plan review and field inspection.*

a. Whenever in this chapter plantings are required, a plan for planting and landscaping shall be provided showing materials, their location, spacing, size and number as required by this section and other sections of this chapter.

b. In developments providing open space such as multiple housing developments, open space subdivisions, and cluster housing developments, a plan for landscaping shall include the development proposals for the open space as well as proposals for planting.

c. Final landscaping and planting plans shall be submitted for review by the city within 60 days of the date of approval of the site plan for the proposed development. A building permit will not be issued until landscaping and planting plans are approved.

d. Review fees for landscaping and planting plans shall be charged to the applicant in accord with fees established from time to time by resolution of the city commission.

(5) Suggested plant materials.

a. *Evergreen trees:*

Pine (white)
Douglas fir
Fir
Hemlock
Spruce

b. *Narrow evergreens:*

Red cedar
Arborvitae
Junipers

c. *Large deciduous trees:*

Zelkova
Sycamore
Tuliptree
Kentucky coffeetree
Blackgum
Oaks
Ginkgo (male)
Birch
Linden
Beech
Honey locust (seedless & thornless)

d. *Small deciduous trees:*

Hornbeam
Hawthorn
Magnolia
Mountain ash
Redbud
Flowering dogwood
Flowering crabapples (disease resistant varieties)

e. *Large shrubs:*

1. Deciduous:

Lilac
Forsythia
Staghorn sumac
Pyracantha
Flowering quince
Sargent crabapple
Dogwood (silky, red osier, grey)
Cotoneaster (Pekin, spreading)
Common witchhazel
Blackhaw viburnum
Highbush cranberry
American elderberry

2. Evergreen:

Irish yew
Hicks yew
Mugo pine
Pfitzer juniper
Savin juniper

f. *Medium to small shrubs:*

1. Deciduous:

Fragrant sumac
Japanese quince
Potentilla
Cotoneaster (cranberry, rockspray)

Red chokeberry
Michigan holly
Common ninebark
Arrowwood viburnum
New Jersey tea
Buttonbush

2. Evergreen:

Dwarf mugo pine
Big leaf winter creeper
Arborvitae
Low spreading junipers (Andora, Hughes, tamarack, etc.)
Spreading Yews (dense, Brown's, Ward, etc.)

g. *Trees not permitted:*

Box elder
Ash trees
Willows
Maples
Poplars
Siberian elms
Tree of heaven
Russian olive

(6) *Right-of-way landscaping requirements.* The right-of-way adjacent to residentially used properties shall be landscaped with live plant material such as turf grass, ground cover, trees, vines, flowers, and other live plant material. Exceptions are made for sidewalks, approaches to crosswalks, and approaches to driveways.

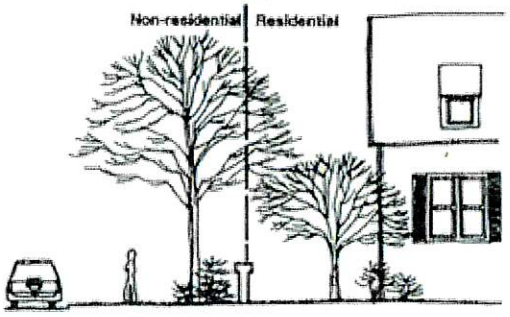
(Ord. of 10-6-03; Ord. No. 23-01, 1-17-23)

Sec. 78-206. Screening between non-residential and residential land uses.~~Walls and berms.~~

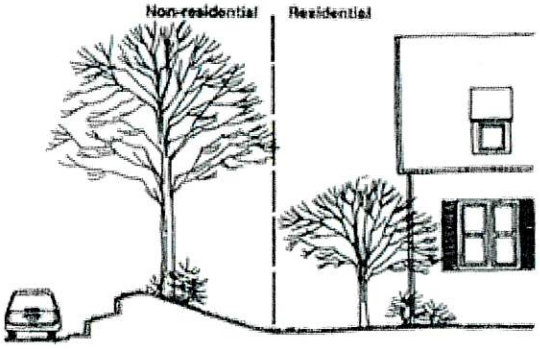
Whenever in this chapter screening between non-residential and residential land uses is required, the screening shall be constructed and installed according to these standards. Screening shall be an obscuring wall, an obscuring berm, a screening fence, or a landscape strip and are subject to the provisions in the following subsections (Figure 1). The screening shall be constructed of durable, weather resistant, rust-proof materials, and shall be reasonably maintained, including permanence and health of plant materials. The screening shall provide visual separation to abutting properties and shall be kept free from noxious weeds and refuse. The height of the screening shall be measured from the surface of the parking area or land on the non-residential property.

Figure 1.

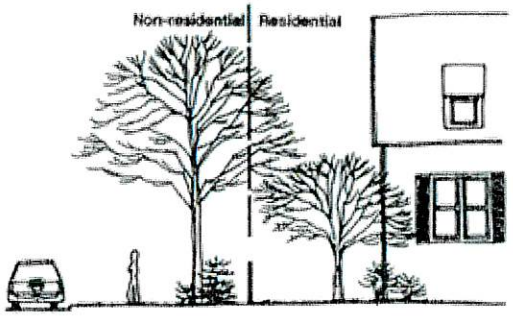
Obscuring Wall



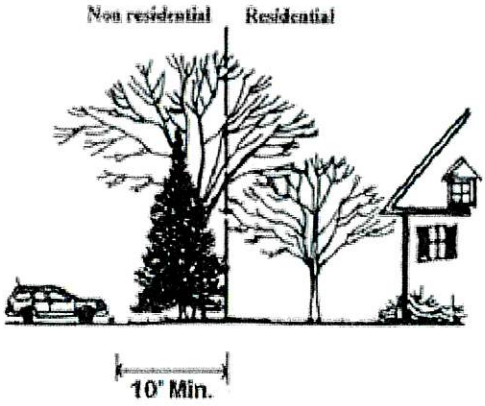
Obscuring Berm



Screening Fence



Landscape Strip



(1) For the land uses and zoning districts listed below, screening shall be required on the sides abutting a residential district. In instances of variable allowable height, the planning commission shall determine the required height of the screening based on usage, but in no case shall the height be less than the minimum height listed.

~~(a) For the use districts and uses listed below, there shall be provided and maintained on those sides abutting or adjacent to a residential district, a screening wall, fence, landscaped berm or landscape strip as required below. The height of the fence, wall, or berm shall be measured from the surface of the parking area or land on the nonresidential side of the wall.~~

	~~Use~~Land Uses and Zoning Districts	Height Requirements
(1)	Multi-family dwellings~~RM~~, RM-1 and RM-2 districts ~~(~~on those sides adjacent to one-family residential districts~~)~~	4½ feet to 6½ feet
(2)	P-1 vehicular parking districts	4½ feet
(3)	Off-street parking area (other than vehicular parking districts)	4½ feet
(4)	O-1, O-2, B-1, B-2 and B-3 districts	4½ feet to 6½ feet
(5)	I-1 and I-2 districts	4½ feet to 8 feet
(6)	Utility buildings, stations and/or substations	6½ feet

~~(b) In the case of variable wall, fence or berm height requirements such as in subsections (a)(1), (4), and (5) of this section, the extent of the obscuring wall, fence, or berm shall be determined by the planning commission on the basis of land usage, provided further that no wall, fence or berm shall be less than the above required minimum.~~

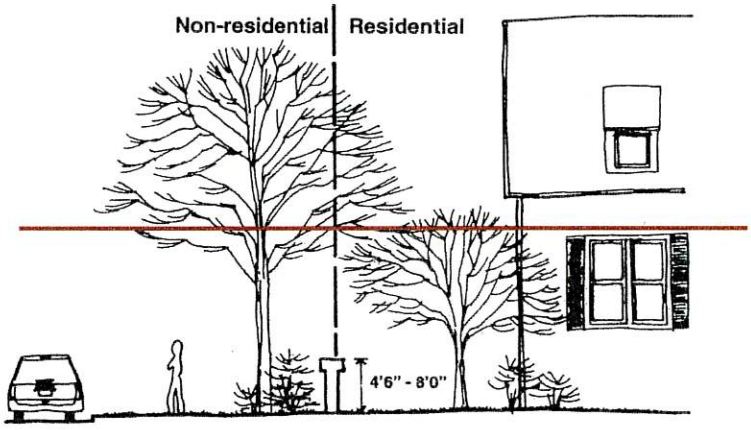
(2) Obscuring walls.

~~(c)~~ (a) ~~Required~~ Obscuring walls when chosen shall be located on the lot line except where underground utilities interfere and except in instances where this chapter requires conformance with yard setback lines. ~~Required~~ Obscuring walls may, upon approval of the planning commission~~zoning board of appeals~~, be located on the opposite side of an alley right-of-way from a non-residential ~~zone~~ land use that abuts a residential district ~~zone~~ when mutually agreeable to in writing by the affected property owners. The continuity of the ~~required~~ obscuring wall on a given block will be a major consideration of the planning commission ~~zoning board of appeals~~ in reviewing such request.

(~~1~~b) ~~Required~~ Obscuring walls shall have no openings for vehicular traffic or other purposes, except as otherwise provided in this chapter and except as may be approved by the planning commission ~~building official~~. ~~All~~ Obscuring walls ~~herein required~~ shall be constructed of masonry face brick or comparable ~~nonporous~~ facing materials and shall be durable, weather resistant, rust-proof and easily maintainable. ~~Wood screen walls or fences shall be cedar, wolmanized or treated wood and may only be used in areas not adjoining parking lots or roadways, and which will not be subject to damage from vehicular traffic. Fences shall comply with the City of Plymouth Fence Ordinance. Solid stockade fences shall be prohibited. Open weave or shadow box style fences which permit air flow shall be permitted.~~

(~~2~~c) Plant materials required along an obscuring wall ~~or fence~~ shall include at least one large tree for each ~~3~~20 feet or fraction thereof~~, and shall form a continuous screen from four feet, six inches in height to eight feet in height as required in section 78-206(a).~~

Wall



(~~d~~3) Obscuring berms.

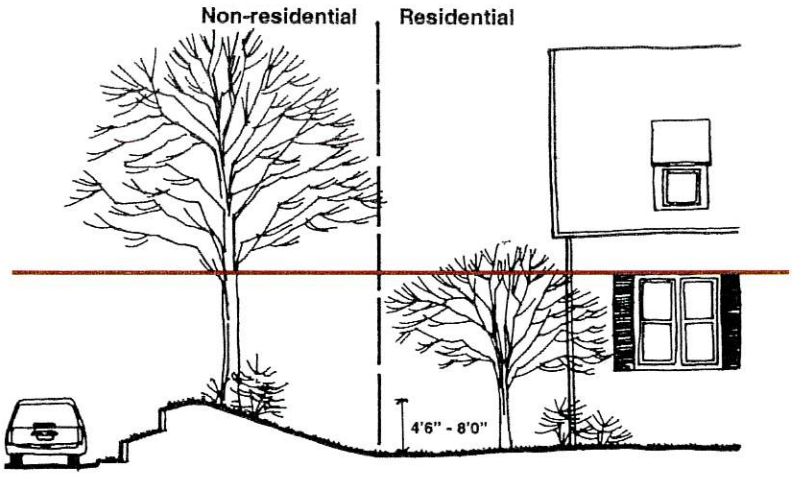
(a) ~~Required~~ Obscuring berms shall be constructed as landscaped earth mounds with a crest area at least two feet in width. The exterior face of the obscuring berm shall be constructed as an earthen slope. The interior face of the obscuring berm may be constructed as an earthen slope, or retained by means of a wall, terrace or other means acceptable to the building official. Whenever an earthen slope is provided, it shall be constructed with an incline not to exceed one foot of vertical rise to three feet of horizontal distance.

(~~1~~b) Obscuring b~~B~~erm slopes shall be protected from erosion by sodding or seeding. If slopes are seeded, they shall be protected with erosion control methods until the seed germinates and a permanent lawn is established. The berm area shall be kept free from refuse and debris and shall be planted with shrubs, trees or lawn and shall be maintained in a healthy, growing condition.

(~~2~~c) Plant materials required within the berm area shall include at least one large tree for each ~~20~~ 30 feet or fraction thereof. ~~, and shall form a continuous screen from four feet, six inches in height to eight feet in height as required in section 78-206(a).~~ A planting plan and grading plan shall be prepared for the obscuring berm and shall be reviewed by the planning commission.

~~Berms~~

~~**Berms—Cont'd.**~~



~~Berms-2~~

(4) Screening fences.

(a) Screening fences may only be used in areas not adjoining parking lots or roadways so as not to be subject to damage from vehicular traffic. Screening fences shall be located on the lot line except where underground utilities interfere and except in instances where this chapter requires conformance with yard setback lines. Screening fences may, upon approval of the planning commission, be located on the opposite side of an alley right-of-way from a non-residential land use that abuts a residential district when mutually agreeable to in writing by the affected property owners. The continuity of the screening fence on a given block will be a major consideration of the planning commission in reviewing such request.

(b) Screening fences shall have no openings, except as otherwise provided in this chapter and except as may be approved by the planning commission. Screening fences shall be constructed of composite material or cedar, wolmanized, or treated wood and shall be durable, weather resistant, rust-proof and easily maintainable. Screening fences shall be shadow box style or a similar style where both sides of the screening fence are finished, and the support posts are integrated into the screening fence.

(c) Plant materials required along a screening fence shall include at least one large tree for each 30 feet or fraction thereof.

(5) Landscape strip.

(ae) Landscape strips shall be at least ten (10) feet in depth. ~~If a landscape strip is used as a buffer between conflicting uses, the landscape strip shall be at least ten feet in width.~~ The landscape strip shall be planted with dense foliage in such manner ~~as~~ to provide a minimum opacity of 80 percent in summer and 60 percent in winter and shall be reviewed by the planning commission.

~~Landacape Strip~~

(6f) Modification to required screening.

(a) The planning commission may ~~waive or~~ modify the foregoing requirements of section 78-206, where cause can be shown that no good purpose would be served and that the waiver or modification would neither be injurious to the surrounding neighborhood nor contrary to the spirit and purpose of this chapter. ~~provided that in~~In no instance shall required screening ~~a required wall or berm~~ be permitted to be less than four feet, six inches (4.5') in height. ~~In those instances where suitable screening will be achieved, the planning commission may allow planting, earth berms, or treated wood walls in place of masonry walls.~~

~~(1)~~ In consideration of request to modify ~~waive~~ screening ~~wall or berm~~ requirements between residential and non-residential land uses~~districts~~, or as otherwise required herein, the planning commission shall consider:

~~a~~1. Whether or not the residential ~~district~~ land use is considered to be an area in transition and will become non-residential in the future based on the adopted master plan.

~~b~~2. Whether or not the existing use of land adjacent thereto is such that the obscuring effect of a wall or berm would achieve no substantial screening function.

~~c~~3. Whether or not the ground elevation of the site in question and the land adjacent thereto is such that an obscuring wall or berm would not be required to provide the required obscuring effect.

(b)

~~(2)~~ The planning commission may temporarily waive wall or berm requirements for an initial period not to exceed 12 months. Granting of subsequent waivers shall be permitted, provided that the planning commission shall make a determination as hereinbefore described for each subsequent waiver.

(g7) The city may require that suitable maintenance guarantee be provided for the continued maintenance of walls required under this chapter.

(h8) The requirement for screening ~~an obscuring wall~~ between off-street parking areas, outdoor storage areas, and any abutting residential districts may not be required when such areas are located more than 200 feet ~~distant~~ from such abutting residential district.

(Ord. of 10-6-03; Ord. No. 2011-03, § 1, 1-17-11)

Sec. 78-207. Corner clearance.

(1a) A clear vision area shall be established within the triangular area formed at the intersection of any street right-of-way lines by a straight line drawn between such right-of-way lines at a distance along each line of 25 feet from their point of intersection. Walls, fences, berms, shrubs, hedges or other plantings (excluding trees) and signs in this area shall not exceed 30 inches in height above the average gutter grade adjacent to this area. Trees planted or signs erected within this same area shall not have branches or portions of the sign area lower than eight feet above the average gutter grade. A clear vision area shall be required in the 15-foot corner triangle formed at the intersection of any driveway and alley or any driveway and street right-of-way line. See Figure 1.

(2b) The planning commission may require a clear vision area as outlined in 78-207 (a) to be established to provide adequate sight visibility, corner clearance, and building setback within the B-2 zoning district. On sites where strict compliance is impractical, the planning commission may modify the required clear vision area. ~~This may be required at the intersection of driveways and a public right-of-way in a manner to aid vehicular and pedestrian traffic. A triangular area of unobstructed vision for motorists and pedestrians shall be maintained at the intersection of the street right-of-way and driveway. The triangular area shall comply with Section 78-207 or as modified by the Building Official or Planning Commission for sites where strict compliance is impractical.~~

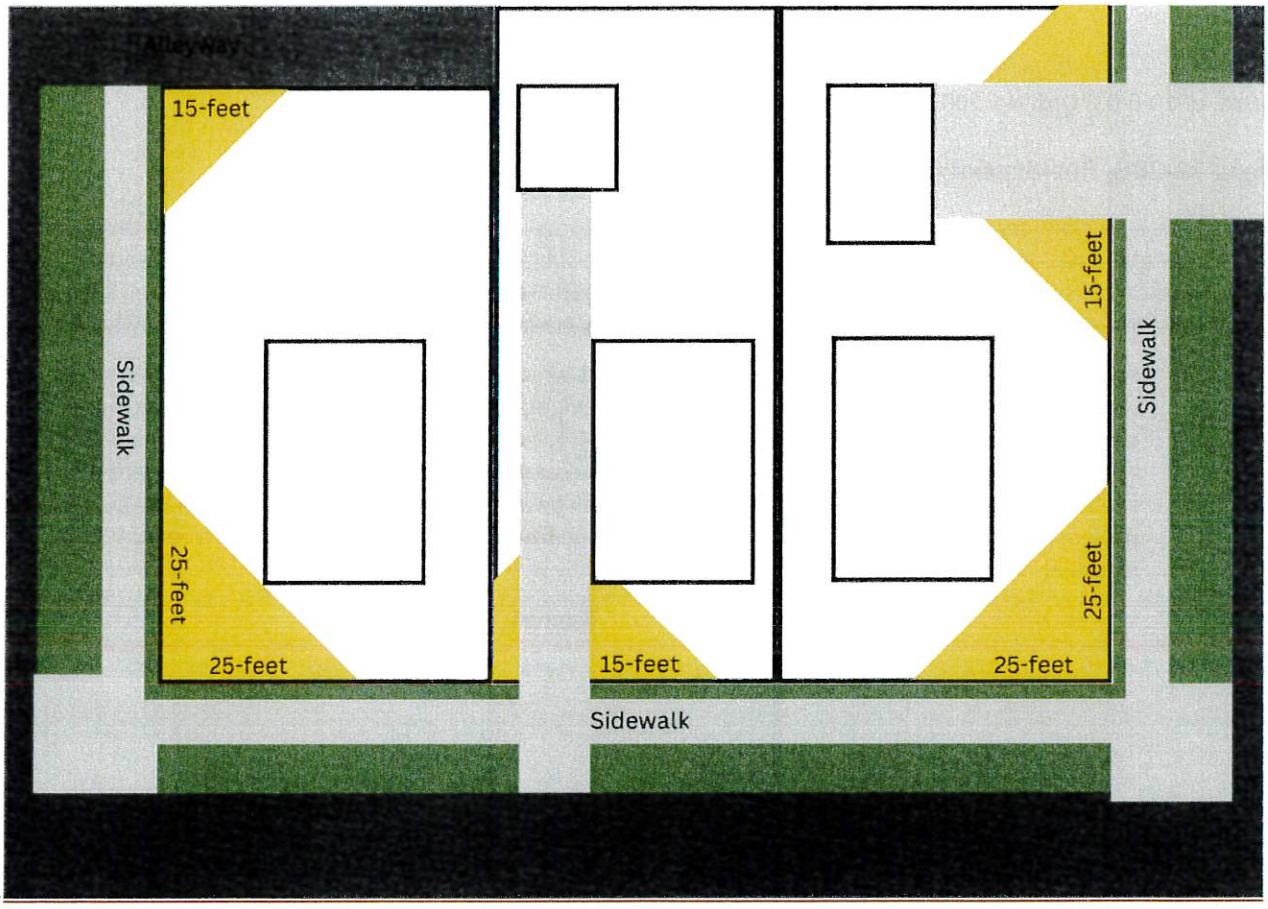
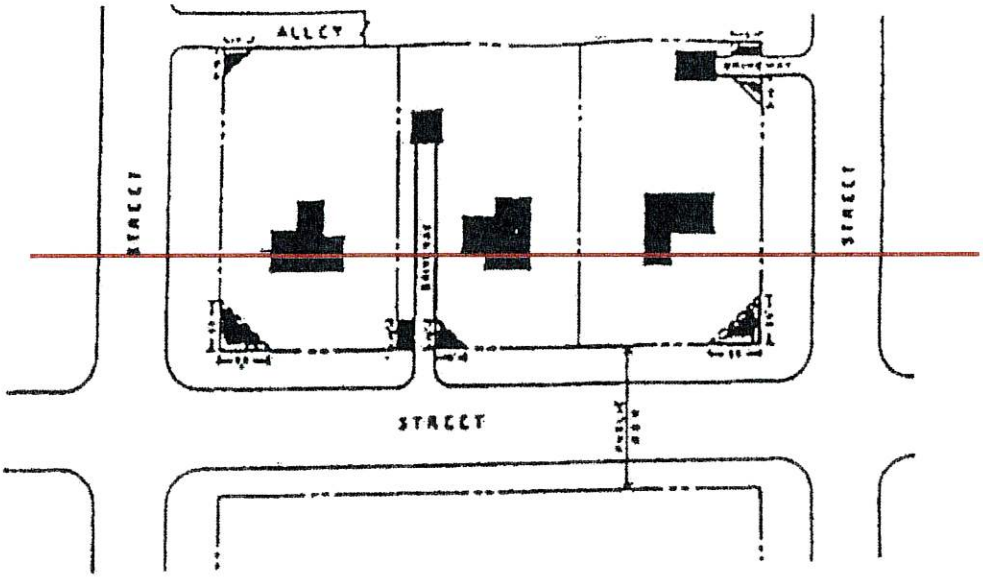


Figure 1.

CORNER CLEARANCE



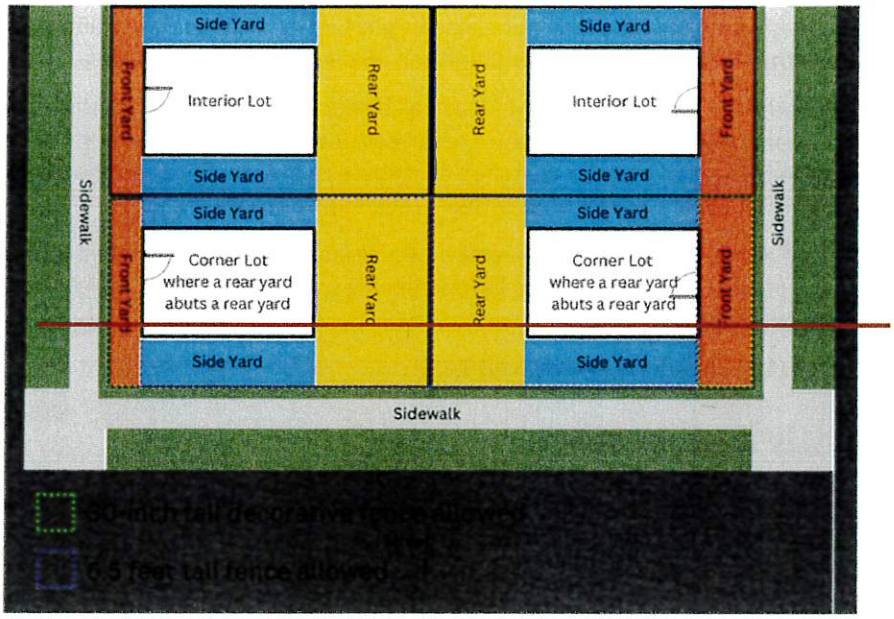
(Ord. of 10-6-03; Ord. No. 2007-01, § 5, 5-21-07)

~~Sec. 78-208. Residential fences.~~

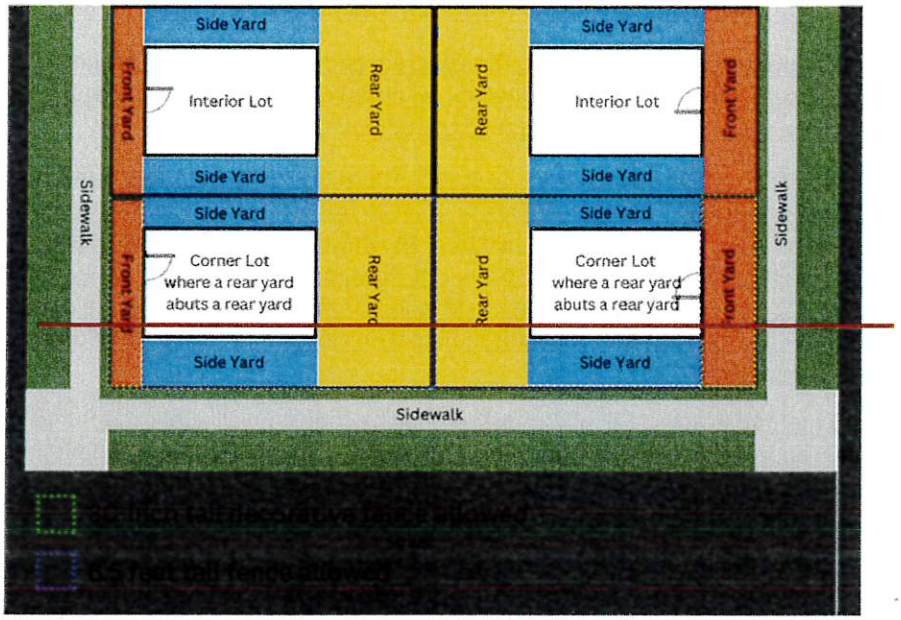
~~Fences or walls are permitted, subject to the paramount provisions of the City of Plymouth Fence Ordinance (Chapter 18, Building Regulations Article X, Fences 18-371—18-380) and subject to the further provisions of this section. If any of the provisions of this section should conflict with the City of Plymouth Fence Ordinance, the stricter provision shall prevail. It is the intent, however, that the following provisions be construed harmoniously with the fence ordinance where possible.~~

~~(1) Fences on all lots of record in all residential districts which enclose property and/or are within a required side or rear yard shall not exceed six and one-half feet in height, measured from the surface of the ground, and shall not extend toward the front of the lot nearer than the front of the house or the required minimum front yard, whichever is greater (see Figure 1). In the case of a rear yard abutting a side yard, the side yard abutting a street shall be a continuation of the required front setback on the lot to the rear, and a 48-inch-tall picket fence may project into this area but shall not extend toward the front of the lot nearer than the front of the house (see Figure 2).~~

~~**Figure 1.**~~



~~Figure 2.~~



~~(2) Fences on lots of record shall not contain barbed wire, electric current, or charge of electricity. This shall exclude underground electric fences used for pet containment.~~

~~(3) All fences or walls shall be constructed with the finished side exposed to neighboring properties, the support posts placed on the inside, and in a manner which serves to enhance the aesthetic appearance of the neighborhood or surrounding area.~~

~~(4) Posts and finials may extend no more than six inches above the maximum permitted height of a fence.~~

~~(5) Fences for swimming pools shall comply with the regulations of the state construction code.~~

~~(6) No fence, wall, or plantings shall interfere with visibility from a driveway, alley or intersection. All fences, walls, or plantings shall comply with the corner clearance requirements of section 78-207.~~

~~(7) Fences which enclose public or institutional parks, playgrounds, or public landscaped areas, situated within an area developed with recorded lots, shall not exceed eight feet in height measured from the surface of the ground, and shall not obstruct vision to an extent greater than 25 percent of their total area.~~

~~(8) Fences or walls within a required front yard area shall be decorative style only consisting of wrought iron, metal, or pickets and masonry or stone walls. Decorative fences or walls placed within a front yard shall not exceed 30 inches in height. A decorative fence or wall shall contribute to the identification and beauty of the principal building. Chain link fences are not allowed within a required front yard area.~~

~~(9) Walls constructed of masonry, stone or pre-cast materials and constructed within a side or rear yard shall have a maximum height of 30 inches. This shall exclude screening walls constructed between conflicting land uses as specified in section 78-206.~~

~~(Ord. of 10-6-03; Ord. No. 2011-03, § 2, 1-17-11; Ord. of 8-7-23)~~

Sec. 78-208. Standards for trash dumpsters.

(1) A dumpster shall be required for establishments that generate four or more cubic yards of commercial solid waste per week.

(2) Dumpsters shall be clearly accessible to servicing vehicles and should be located in the side or rear yards. If the front yard is the only location available for a dumpster, the location shall be at least ten (10) feet from any building, and it shall be located as far as practicable from any adjoining residential dwelling and road rights-of-way. Parking shall not hinder access to empty the dumpster and in no instance shall parking be striped in front of an enclosure.

(3) Dumpsters shall be placed on a concrete pad. The concrete pad should extend a minimum of three feet in front of the dumpster enclosure. Bollards (concrete-filled metal posts) or similar protective devices shall be installed at the opening and at the rear wall to prevent damage to the dumpster enclosure.

(4) Dumpsters shall be screened on three sides with a wall. The wall shall be split face block or an approved alternative that is similar and/or compatible in material and/or color to the main structure. The wall shall be not less than six feet in height or at least six inches above the height of the enclosed dumpster, whichever is taller. The fourth side of the dumpster screening shall be equipped with a wood, vinyl, or metal gate that is the same height as the other three sides of the enclosure. The gate shall be lockable and shall block the view of the dumpster. Commercial grade slats are required for a chain link gate. The gate shall remain closed and shall only be opened for the loading and unloading of the dumpster.

(5) The location and method of screening of dumpsters shall be shown on all applications and sketch plans submitted for administrative approval or site plans submitted for approval by the Planning Commission.

(6) The Planning Commission encourages the sharing of dumpsters by businesses. A written agreement shall be submitted and maintained on file.

(7) The Planning Commission may consider waiving or modifying these requirements upon determination that the location, screening, or removal of refuse will be handled in an acceptable manner. The request to waive or modify these requirements shall be submitted in writing. The owner shall provide a list of all standards requiring a waiver or modification. Any waiver or modification granted shall be limited to the use of the property at the time the request is made and evaluated. Any change in use or development of the site upon which the dumpster is located may require compliance with all standards of this section. The Planning Commission may request a report from the Director of Public Safety and/or the Director of Municipal Services when determining the acceptability of the requested modification or waiver. The Planning Commission may require additional landscaping, screening or other site improvements as an alternative to adhering to the requirements of this section.

Sec. 78-209. ~~Industrial fences.~~ Reserved.

~~Fences are permitted in industrial districts as follows:~~

~~(1) Fences shall not be allowed within the front yard of any industry on sites of less than ten acres in size. Fences may be allowed in front yards of sites of ten acres or more after review and approval of the planning commission.~~

~~(2) Fences not to exceed eight feet in height shall be permitted in side and rear yards. Barbed wire shall be allowed on fences not less than eight feet in height in not more than three strands mounted in a "Y" at the top of the fence and shall be permitted provided such "Y" is located to project over the property being fenced.~~

~~(Ord. of 10-6-03)~~

Sec. 78-336. ~~–~~ Reserved. ~~Residential yard fences.~~

~~Fences or walls in residential districts may be constructed within a required rear or side yard, or along such property line as provided in accordance with City Code, Chapter 18, Article 10.~~

Plymouth Planning Commission
Regular Meeting Minutes
Wednesday, July 15, 2026 - 7:00 p.m.
Plymouth City Hall 201 S. Main

City of Plymouth
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
734-453-1234

1. **CALL TO ORDER**
   Chair Hollie Saraswat called the meeting to order at 7:00 p.m.

   Present: Chair Saraswat, Commissioners Sidney Filippis, Don Webb, Zach Funk, Robert Mengel, Joe Hawthorne (arrived at 7:02), and Katie Rossie

   Also present: Planning and Community Development Director Greta Bolhuis, Planning Consultant Sally Elmiger (online), and Community Development Coordinator Haley Hall

   Absent: Vice Chair Kyle Medaugh

2. **CITIZENS COMMENTS**
   None.

3. **APPROVAL OF MEETING MINUTES**
   Webb offered a motion, seconded by Filippis, to approve the minutes of the June 10, 2026 meeting.

   There was a voice vote.
   MOTION PASSED UNANIMOUSLY

4. **APPROVAL OF THE AGENDA**
   Mengel offered a motion, seconded by Funk, to approve the agenda for July 15, 2026.

   There was a voice vote.
   MOTION PASSED UNANIMOUSLY

5. **COMMISSION COMMENTS**
   Commissioners Rossie, Scott, Filippis, and Chair Saraswat welcomed new Commissioner Robert Mengel to the Planning Commission. Chair Saraswat noted that Commissioner Mengel previously served two years on the Zoning Board of Appeals, has been a Plymouth resident for ten years, and is a software engineer. Filippis also complimented Plymouth's appearance during Art in the Park that weekend.

6. **PUBLIC HEARINGS**
   a. Amendment to Zoning Ordinance Secs. 78-21, 78-191
   Planning Director Bolhuis summarized the proposed amendment to multi-family density regulations, requested by a prospective property owner at 195 S. Mill. The current ordinance calculates density based on number and type of rooms, while the proposal would use dwelling units per net acre consistent with the Master Plan (18 units/acre for RM-1, 27 units/acre for RM-2). Staff produced maps that portrayed the number of allowable rooms in multifamily parcels and a table that displayed the possible number of one-,

two-, and three-bedroom units, in addition to maps that illustrated the range of allowable units under the proposed language and the existing unit counts based on city records.

Mengel identified a drafting ambiguity in Section 78-191, noting that the phrase "between two and four stories" could be read to exclude two-story buildings already addressed in the preceding line. The commission agreed to clarify the second density tier to read "3 or 4 stories tall."

Chair Saraswat opened the public hearing at 7:11 p.m.

Jaimie Cavanaugh, 1095 Roosevelt, speaking on behalf of herself and YIMBY Plymouth, expressed support for the amendment. She stated it clarifies allowable density for builders and property owners, aligns Plymouth with surrounding communities, and reflects a density vision that has been part of Plymouth's master plan since 2018.

Chair Saraswat closed the public hearing at 7:13 p.m.

Rossie commented that she is in support of having the ordinance reflect the Master Plan.

Funk offered a motion, seconded by Mengel, to recommend to the City Commission approval of the Amendment to Zoning Ordinance Sections 78-21 and 78-191, with the text amendment clarifying the "between two and four stories" to read "3 or 4 stories."

There was a roll call vote:
YES: Rossie, Scott, Funk, Hawthorne, Mengel, Webb, Filippis, Saraswat
MOTION PASSED UNANIMOUSLY

b. Amendment to Zoning Ordinance Secs. 78-21, 78-203, 78-206-209, 78-336
Planning Director Bolhuis summarized the fence and screening ordinance amendments developed by the Zoning Audit Sub-Committee. The amendments update fencing and wall definitions in Section 78-21 to match Chapter 18, remove conflicting language from the landscaping section (78-203), clarify screening requirements between non-residential and residential uses and allow the Planning Commission to modify the screening requirements in Section 78-206, update corner clearance standards and graphics in Section 78-207, replace the former residential fence section 78-208 with new standards for trash dumpster screening, and reserve Sections 78-209 and 78-336 as fence regulations for those sections are relocated to Chapter 18 of the General Code of Ordinances, which will require a separate public hearing before the City Commission.

Chair Saraswat opened the public hearing at 7:18 p.m.
Chair Saraswat closed the public hearing at 7:19 p.m.

Rossie highlighted that the new dumpster standards in Section 78-208 represented the most substantive change, and noted the standards were adapted from Garden City's ordinance with modifications to accommodate Plymouth's smaller and more irregularly shaped lots, including greater front-yard flexibility and a Planning Commission waiver provision.

Hawthorne raised a question regarding Section 78-203's provision requiring plantings to be completed within three months of a certificate of occupancy. Bolhuis explained that the city typically ties landscape compliance to the certificate of occupancy process but accommodates seasonal or availability constraints through temporary certificates, while retaining the ability to enforce the approved site plan at any time.

Filippis offered a motion, seconded by Scott, to recommend to the City Commission approval of the Amendment to Zoning Ordinance Sections 78-21, 78-203, 78-206-78-209, and 78-336.

There was a roll call vote.
YES: Hawthorne, Mengel, Webb, Filippis, Rossie, Scott, Funk, Chair Saraswat
MOTION PASSED UNANIMOUSLY

7. **OLD BUSINESS**

a. Sub-Committee Assignment Check-in

Planning Director Bolhuis provided a check-in on the two active sub-committees. The MSHDA sub-committee currently has four members and the Zoning Audit sub-committee has three active members following the departure of Commissioner Schroeder, with a vacancy available. Bolhuis noted that a quorum for the Planning Commission is five members, so no more than four may serve on any one sub-committee. Mengel volunteered to join the Zoning Audit sub-committee.

8. **NEW BUSINESS**

None.

9. **REPORTS AND CORRESPONDENCE**

City Commissioner Joe Elliot requested that, as the two approved amendments proceed to the City Commission for approval, an updated scorecard tracking progress on the 26 quick zoning audit changes be provided so completed items can be noted. He also raised the residential compatibility ordinance, observing that for-sale activity in the city underscores the urgency of moving that work forward as quickly as possible. He noted that administration is hoping to with the Smith Group on graphics and with Carlisle Wortman on the ordinance, with a goal of bringing a proposal before the commission by September.

10. **ADJOURNMENT**

Filippis offered a motion, seconded by Scott, to adjourn the meeting at 7:32 p.m.

There was a voice vote.
MOTION PASSED UNANIMOUSLY

City of Plymouth
City Commission Public Hearing Notice
201 S. Main Street Plymouth, Michigan 48170
Website: www.plymouthmi.gov Phone: (734) 453-1234

A regular meeting of the City Commission will be held on Tuesday, September 8, 2026 at 7:00 p.m. located at City Hall and online via Zoom to consider the following:

Amendment to Ordinance Secs. 18-337 and Article X – Fences (Sec. 18-371 to 18-400)

Meetings of the City of Plymouth are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, disability, or any other trait protected under applicable law. Any individual planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) should submit a request to the ADA Coordinator at 734-453-1234 ext. 234 at least two working days in advance of the meeting. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to clerk@plymouthmi.gov.

Publish: Monday, August 24, 2026

Quick Zoning Ordinance Update – Last Updated September 2, 2026

Based on the Planning Commission workbooks and discussion, the items below from the Zoning Audit are included in a quick Zoning Ordinance update. The page numbers after each task refer to the page number of the Zoning Audit Report and Implementation which was last updated in February 2026.

Update the Schedule of Regulations to specifically define a zero foot minimum front yard setback and 12 foot maximum setback for the B-2 District. *Page 3.*

- Sec. 78-190
- Introduction to Sub-Committee 7/13/2026
- Discussion by Sub-Committee 8/17/2026
- Introduced to Planning Commission 9/9/2026

Make the following changes to comply with state laws, federal laws, and case law:

1. Change the notice requirements for special land use to not less than 15 days before the date of the hearing. *Page 15.*
   - SEC. 78-281
   - Introduction to Sub-Committee 6/23/2025
   - Discussed by Sub-Committee 9/22/2025
   - Discussed by Sub-Committee 10/27/2025
   - Introduced to Planning Commission 11/12/2025
   - Public Hearing 12/10/2025
   - First reading by City Commission 2/2/2026
   - Second reading by City Commission 2/17/26
   - Published 2/25/2026
   - Effective 2/26/2026
2. Update Section 78-377 by changing item (c) to state that "Public hearings for an amendment to this title, or the zoning map, that affects more than ten ***adjacent*** properties shall only require notice in a newspaper", with the added text in bold, italicized font. *Page 15.*
   - SEC. 78-377
   - Introduction to Sub-Committee 6/23/2025
   - Discussed by Sub-Committee 9/22/2025
   - Discussed by Sub-Committee 10/27/2025
   - Introduced to Planning Commission 11/12/2025
   - Public Hearing 12/10/2025
   - First reading by City Commission 2/2/2026
   - Second reading by City Commission 2/17/26
   - Published 2/25/2026
   - Effective 2/26/2026
3. Amend Section 78-406 for Notices for the Zoning Board of Appeals to reference the not less than 15-day window by mail and in the newspaper. *Page 15.*
   - SEC. 78-406
   - Introduction to Sub-Committee 6/23/2025
   - Discussed by Sub-Committee 9/22/2025
   - Discussed by Sub-Committee 10/27/2025
   - Introduced to Planning Commission 11/12/2025
   - Public Hearing 12/10/2025
   - First reading by City Commission 2/2/2026
   - Second reading by City Commission 2/17/26
   - Published 2/25/2026
   - Effective 2/26/2026
4. Update regulations in Section 78-296 for religious institutions to comply with the Religious Land Use and Institutionalized Persons Act (RLUIPA), by eliminating specific landscaping requirements, confirming with the City Attorney that religious institutions cannot occupy a portion of a multi-tenant building, and examine allowance of meeting halls, private clubs and related services in the O-1 and B-3 zoning districts. *Page 24.*

5. Consult with the City Attorney as to whether the Child Care Center and Group Day Care homes with an annual compliance permit is allowed and whether the current regulations for these uses comply with state licensing requirements and the Americans with Disabilities Act. *Page 24.*

Change outdated references:

6. Change the reference when uses are required to "be located only on major or collector thoroughfares as designated in the city's master plan" to major arterials and major collectors on the National Functional Classification designation, maintained by the State of Michigan. *Page 15.*
    - SEC. 78-42, 78-52, 78-181
    - Introduction to Sub-Committee 6/23/2025
    - Discussed by Sub-Committee 9/22/2025
    - Discussed by Sub-Committee 10/27/2025
    - Introduced to Planning Commission 11/12/2025
    - Public Hearing 12/10/2025
    - First reading by City Commission 2/2/2026
    - Second reading by City Commission 2/17/26
    - Published 2/25/2026
    - Effective 2/26/2026
7. Convert Section 78-133 – Uses Prohibited into performance standards or a required sign off from the Fire Department. *Page 17.*
    - SEC. 78-133
    - Introduction to Sub-Committee 7/28/2025
    - Discussed by Sub-Committee 9/22/2025
    - Discussed by Sub-Committee 11/19/2025
    - Introduced to Planning Commission 12/10/2025
    - Public hearing 1/14/2026
    - First reading by City Commission 2/17/2026
    - Second reading by City Commission 3/2/2026
    - Published 3/12/2026
    - Effective 3/13/2026
8. **Update inconsistent or improper terms including:** "special land use" instead of "special use"; "Michigan Department of Environment, Great Lakes, and Energy" or "EGLE" instead of "Michigan Department of Environmental Quality" or "MDEQ"; "religious institution" instead of "church"; **and "Community Development Director" instead of "Building Official"**, in most instances. *Page 25.*
    - **Special land use: SEC. 78-92, 78-102, 78-112, 78-161, 78-181, 78-216, 78-261, 78-281, 78-282, 78-295, 78-333**
    - **EGLE: SEC. 78-202, 78-313, 78-314**
    - **Religious institution: SEC. 78-21, 78-42, 78-52, 78-62, 78-71, 78-161, 78-163, 78-181, 78-204, 78-242, 78-270, 78-271, 78-282, 78-296, 78-333**
    - Introduction to Sub-Committee 7/28/2025
    - Discussed by Sub-Committee 9/22/2025
    - Discussed by Sub-Committee 11/19/2025
    - Introduced to Planning Commission 12/10/2025
    - Public hearing 1/14/2026
    - First reading by City Commission 2/17/2026
    - Second reading by City Commission 3/2/26
    - Published 3/12/2026
    - Effective 3/13/2026

9. Change "tavern" in Section 78-111 – Principal uses permitted in the B-3 Zoning District to "bar/lounge" since tavern is not used elsewhere. *Page 26.*
    - SEC. 78-111
    - Introduction to Sub-Committee 6/23/2025
    - Discussed by Sub-Committee 9/22/2025
    - Discussed by Sub-Committee 10/27/2025
    - Introduced to Planning Commission 11/12/2025
    - Public Hearing 12/10/2025
    - First reading by City Commission 2/2/2026
    - Second reading by City Commission 2/17/26
    - Published 2/25/2026
    - Effective 2/26/2026

Allow for modern uses:

10. Allow for e-commerce options in the B-1, B-2, ARC and MU Zoning Districts. In those zoning districts, the principal use allowing similar uses has a restriction that, "All businesses establishments shall be retail or service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail from the premises where produced." The last sentence could be construed to not allow e-commerce to be part of the business. *Page 18.*
    - SEC. 78-91, 78-101, 78-132
    - Introduction to Sub-Committee 6/23/2025
    - Discussed by Sub-Committee 9/22/2025
    - Discussed by Sub-Committee 10/27/2025
    - Introduced to Planning Commission 11/12/2025
    - Public Hearing 12/10/2025 – Postponed
    - Recommended to City Commission 1/14/2026
    - First reading by City Commission 3/2/2026
    - Second reading by City Commission 3/16/26
    - Published 3/24/2026
    - Effective 3/25/2026

Eliminate suburban standards:

11. Decrease large minimum lot sizes and setbacks for specific uses: private non-commercial recreational areas, institutional or community recreation centers or non-profit swimming pool clubs; universities; hospitals; convalescent or nursing homes; and religious institutions. *Page 19.*
    - *Sec. 78-42, Sec. 78-52, Sec. 78-62, 78-296*
    - Introduction to Sub-Committee 8/18/2025
    - Discussed by Sub-Committee 9/22/2025
    - Discussed by Sub-Committee 12/17/2025
    - Introduced to Planning Commission 1/14/2026 – postponed 78-62
    - Public hearing for Sec. 78-42, 78-52, and 78-296 3/11/2026
    - First reading by City Commission 4/6/2026 – postponed

Streamline and clarify processes:

12. Consider allowing instances where a plot plan, instead of a full site plan application, could be submitted. For instance, the re-use of an existing building for special land use likely would not necessitate the level of detail required for a site plan application. *Page 24.*
    - Sec. 78-247 through 78-248
    - Introduction to Sub-Committee 8/18/2025
    - Discussed by Sub-Committee 9/22/2025
    - Discussed by Sub-Committee 1/26/2026
    - Discussed by Sub-Committee 8/17/2026
13. List those special uses which require site plan review in Article XX.
    - Discussed by Sub-Committee 8/17/2026
14. Place amendment regulations in its own article with specific standards and process descriptions. Specific sections would include in general, rezonings (map amendments), text amendments and conditional rezonings. *Page 25.*
    - Sec. 78-424 through 78-427
    - Introduction to Sub-Committee 8/18/2025
    - Discussed by Sub-Committee 9/22/2025
    - Discussed by Sub-Committee 1/26/2026
    - Discussed by Sub-Committee 8/17/2026
15. Pivot section 78-385 to a description of planning commission powers, duties and responsibilities, as enabled by state law. This section should include: the number of and process for appointing Planning Commission members, officers, bylaws, meetings, annual report, compliance with the Open Meetings Act, and preparation of a Master Plan. *Page 25.*
    - Discussed by Sub-Committee 8/17/2026
16. Include the Planning Commission's ability to investigate, require information, place conditions and the time limitation of their approval into regulations for site plan, special land use and nonconformance approvals. *Page 25.*
    - Discussed by Sub-Committee 8/17/2026

Update definitions:

17. Review all definitions for consistent usage, including "average grade" and "usable floor area." *Page 26.*
18. Review definitions such as "nuisance" to match, where appropriate, those in other City ordinances, with the assistance of the City Attorney. *Page 26.*
19. Update all definitions for modern understanding. For instance, "video rental establishments" could be consolidated into a service use or eliminated. *Page 26.*
20. Remove regulatory language from definitions where possible, such as removing the reference to "one-story" in the convenience grocery store definition and "separated from each other by a "firewall" from the townhome/rowhouse definition. *Page 26.*
    - Introduction to Sub-Committee 6/23/2025
    - Discussed by Sub-Committee 9/22/2025
    - Discussed by Sub-Committee 10/27/2025
    - Introduced to Planning Commission 11/12/2025
    - Public Hearing 12/10/2025
    - First reading by City Commission 2/2/2026
    - Second reading by City Commission 2/17/26
    - Published 2/25/2026
    - Effective 2/26/2026

21. Remove definitions not used outside of Article II: billboard, delicatessen, mechanical amusement device, rooming house, mobile home park/manufactured home community (due to exceptions per state law for this use consultation with the City Attorney is recommended) *Page 26.*
    - Introduction to Sub-Committee 6/23/2025
    - Discussed by Sub-Committee 9/22/2025
    - Discussed by Sub-Committee 10/27/2025
    - Introduced to Planning Commission 11/12/2025
    - Public Hearing 12/10/2025
    - First reading by City Commission 2/2/2026
    - Second reading by City Commission 2/17/26
    - Published 2/25/2026
    - Effective 2/26/2026
22. Use graphics to simplify definitions when possible. *Page 26.*

Improve organization and navigability:

23. Consolidate all fence regulations into a single place, with the fence section of the Zoning Ordinance or the City's Fence Ordinance. *Page 26.*
    - Introduction to Sub-Committee 7/28/2025
    - Discussed by Sub-Committee 9/22/2025
    - Discussed by Sub-Committee 11/19/2025
    - Introduced to Planning Commission 12/10/2025
    - Public hearing 1/14/2026
    - Discussed by Sub-Committee 2/24/2026
    - Discussed by Sub-Committee 3/23/2026
    - Discussed by Sub-Committee 4/13/2026
    - Discussed by Sub-Committee 6/1/2026
    - Introduction to Planning Commission 6/10/2026
    - Public hearing 7/15/2026
    - Public hearing and first reading by City Commission 9/8/2026
24. Consolidate the "Vested Right" sections in Article I and Article XXVII. *Page 26.*
    - ~~SEC. 78-6, 78-386~~
    - Introduction to Sub-Committee 7/28/2025
    - Discussed by Sub-Committee 9/22/2025
    - Discussed by Sub-Committee 11/19/2025
    - Introduced to Planning Commission 12/10/2025
    - Public hearing 1/14/2026
    - First reading by City Commission 2/17/2026
    - Second reading by City Commission 3/2/2026
    - Published 3/12/2026
    - Effective 3/13/2026

~~25. Examine and update setbacks for generator location requirements in Section 78-217 – Projections into setbacks, based on recent variance requests.~~

26. Update the Intent of the B-2 Zoning District to reflect the description of the Central Business District Future Land Use Category in the Master Plan. *Page 16.*
    - SEC. 78-100
    - Introduced to Sub-Committee 1/28/2026
    - Introduced to Planning Commission 2/11/2026
    - Public hearing 3/11/2026
    - First reading by City Commission 4/6/2026 – postponed
    - First reading by City Commission 4/20/26
    - Second reading by City Commission 5/4/26
    - Published 5/13/2026
    - Effective 5/14/2026

RESOLUTION

The following Resolution was offered by Commissioner _____ and seconded by Commissioner _____.

WHEREAS The Planning Commission of the City of Plymouth reviewed the proposed amendments which update Article X. Fences (Sec. 18-371 to 18-400) and Section 18-337, and Section 78-21, 78-203, 78-206 through 209, and 78-336 of the City's Code of Ordinances, and

WHEREAS The Planning Commission held a public hearing on July 15, 2026 to receive public comment about the amendments to Chapter 78, 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 held a public hearing on September 8, 2026 to receive public comment about the amendments to Chapter 18, and

WHEREAS At the conclusion of the public hearing, the City Commission completed a first reading of the proposed amendments.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the proposed ordinance amendments to Article X. Fences (Sec. 18-371 to 18-400) and Section 18-337, and Section 78-21, 78-203, 78-206 through 209, and 78-336 of the City's Code of Ordinances.

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

ITEM # 8.a

Administrative Recommendation

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Chris Porman, City Manager
CC: *S:\Manager\Porman Files\Memorandum - Multi-Family Residential Zoning Ordinance Amendment – Second Reading - 09-08-26.docx*
Date: September 3, 2026
RE: Multi-Family Residential Zoning Ordinance Amendment – Second Reading

Background

As the Commission is aware, the Planning Commission has been reviewing ordinances as part of the ongoing effort to advance the key objective to "Modernize and update ordinances to reflect community vision." This objective is included in Goal Area Four – Attractive, Livable Community of the Commission's Five-Year Strategic Plan. The City was also awarded a Michigan State Housing Development Authority (MSHDA) grant in 2025 to help offset the cost of reviewing and modernizing housing-related ordinances, particularly those involving multi-family housing. The grant funding was extended for an additional year in late winter 2026.

The proposed amendments to Section 78-21, Definitions, and Section 78-191, Notes to Schedule, address how density is calculated for properties zoned RM-1 and RM-2 (multi-family). The amendments apply only to multi-family zoned properties and would create consistency between the Zoning Ordinance and the Master Plan adopted by the City Commission in September 2025.

The current ordinance regulates density in multi-family districts based on the number of rooms per acre rather than the number of dwelling units per acre. The proposed amendments would instead use dwelling units per acre, providing a clearer and more direct measure of residential density. This approach is consistent with the adopted Master Plan and supports the goals of the Redevelopment Ready Communities best practices.

The City Commission completed the first reading of the proposed amendments at its previous regular meeting. No changes to the proposed ordinance language were requested by the Commission. The amendments are now before the Commission for second and final reading.

Detailed information from Planning and Community Development Director Greta Bolhuis is enclosed for review, along with the proposed ordinance amendments and corresponding Planning Commission meeting minutes.

Recommendation

The City Administration recommends that the City Commission complete the second and final reading of the proposed amendments to Sections 78-21 and 78-191 as presented and approve the same.

A proposed Resolution has been prepared and is attached for the City Commission's consideration.

Should you have any questions regarding this matter in advance of the meeting, please contact Greta Bolhuis or me.

CITY OF PLYMOUTH

www.plymouthmi.gov

201 S. Main
Plymouth, Michigan 48170

Phone 734-453-1234
Fax 734-455-1892

ADMINISTRATIVE RECOMMENDATION

To: Chris Porman, City Manager
From: Greta Bolhuis, AICP, Planning and Community Development Director
Date: September 2, 2026
Re: Zoning Ordinance Amendments to Sections 78-21 and 78-191

BACKGROUND:

An ordinance amendment is proposed to update how density is calculated for properties zoned RM-1 and RM-2 (Multiple-Family Residential). The city's current ordinance regulates density using a room-based formula that determines the maximum number of rooms permitted on a site rather than establishing a maximum number of dwelling units per acre. Staff is recommending replacing this outdated methodology with a direct dwelling unit per acre standard that is consistent with the 2025 Master Plan.

The amendment originated through the Planning Commission's sub-committee, which has been reviewing opportunities to update and modernize the residential zoning ordinances. This sub-committee is supported by a Michigan State Housing Development Authority (MSHDA) grant.

As the MSHDA grant sub-committee continued their discussions, a prospective purchaser of property located at 195 S. Mill Street contacted the city regarding a small multi-family redevelopment proposal. During staff's review of the concept, it became apparent that the city's room-based density calculation made the project unviable. This prompted staff to advance the broader ordinance amendment already under discussion.

Unlike most neighboring zoning ordinances, the city does not regulate multi-family development by establishing a maximum number of dwelling units per acre. Instead, the ordinance regulates the total number of "rooms" permitted on a property. Because multi-family dwellings may contain different numbers of rooms, the same property may accommodate significantly different numbers of dwelling units depending on the unit mix proposed. For example, if the resulting maximum number of rooms is 12, the ordinance would allow 6 one-bedroom units, 4 two-bedroom units, or 3 three-bedroom units. See additional examples on subsequent pages.

Staff believes the proposed methodology is easier for property owners, developers, residents, Planning Commissioners, and City Commissioners to understand because it regulates density using dwelling units per acre, which is the industry standard used by most Michigan communities and is consistent with the City's Master Plan.

The amendment is not intended to increase the residential densities contemplated by the Master Plan. Rather, it replaces an outdated room-based calculation with a straightforward dwelling-unit-per-acre standard that reflects the densities already established in the City's adopted Master Plan (18 units per acre in RM-1 and 27 units per acre in RM-2).

The Planning Commission reviewed the amendments over four meetings between April and July 2026. During that review, Commissioners requested additional maps, comparisons between the current and proposed density calculations, clarification of rounding methods, and revisions to improve consistency within the ordinance. Following a public hearing on July 15, 2026, the Planning Commission unanimously recommended approval with one minor grammatical revision.

The proposed zoning ordinance amendments have been reviewed by the City Attorney and are attached for your review. Planning Commission meeting minutes are also attached.

SUMMARY OF CHANGES:

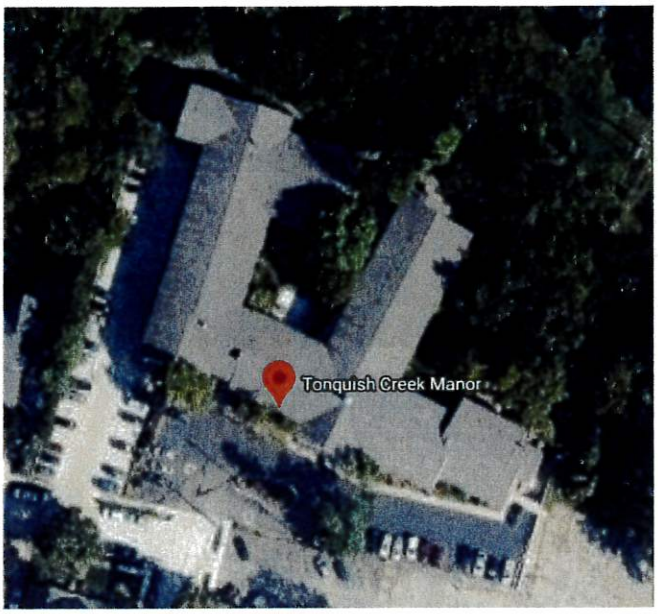
Current Ordinance	Proposed Ordinance
Density regulated by total number of rooms	Density regulated by dwelling units per net acre
Room-based formula	18 units/acre (RM-1); 27 units/acre (RM-2)
Difficult to predict number of units	Easy to calculate permitted density
Uses multiple apartment definitions to determine unit size and density	Uses standard unit-per-acre methodology
Not consistent with modern zoning best practices	Consistent with the City's Master Plan

RECOMMENDATION:

Staff recommends that the City Commission complete a second reading of the proposed zoning ordinance amendments, as presented and approve the same. Staff further recommends the City Commission direct the City Clerk to publish the new ordinance language to be effective the day after publication.

If you have any questions, please contact me directly.

EXAMPLE 1: TONQUISH CREEK MANOR



Current Number of Units: 104

Current Zoning: RM-2

Area of Property (in Acres): 1.890 acres

Area of Property (in Square Feet): 82,328.4 square feet

Current Room Calculation: 82,328.4 s.f. ÷ 900 = 91.476 rooms (round down to 91 rooms)

Type of Unit		Number of Rooms		1160 Sheridan Unit Configuration Options
Efficiency apartment unit	=	1 room		91 rooms ÷ 1 room = 91 efficiency apartment units* *no more than 10% of the units could be efficiencies
One-bedroom unit	=	2 room		91 rooms ÷ 2 rooms = 46 one-bedroom units
Two-bedroom unit	=	3 rooms		91 rooms ÷ 3 rooms = 30 two-bedroom units
Three-bedroom unit	=	4 rooms		91 rooms ÷ 4 rooms = 23 three-bedroom units
Four-bedroom unit	=	5 rooms		91 rooms ÷ 5 rooms = 18 four-bedroom units

Proposed Maximum Dwelling Unit Calculation (27 dwelling units per net acre): 27 x 1.890 acres = 51.03 dwelling units (round down to 51 dwelling units)

The proposed maximum dwelling units are more than half the current number of dwelling units.

EXAMPLE 2: APARTMENT BUILDING ON BLANCHE



Current Number of Units: 17

Current Zoning: RM-1

Area of Property (in Acres): 0.532 acres

Area of Property (in Square Feet): 23,173.92 square feet

Current Room Calculation: 23,173.92 s.f. ÷ 1,300 = 17.826 rooms (round up to 18 rooms)

Type of Unit		Number of Rooms		301 Blanche Unit Configuration Options
Efficiency apartment unit	=	1 room		18 rooms ÷ 1 room = 18 efficiency apartment units* *no more than 10% of the units could be efficiencies
One-bedroom unit	=	2 room		18 rooms ÷ 2 rooms = 9 one-bedroom units
Two-bedroom unit	=	3 rooms		18 rooms ÷ 3 rooms = 6 two-bedroom units
Three-bedroom unit	=	4 rooms		18 rooms ÷ 4 rooms = 5 three-bedroom units
Four-bedroom unit	=	5 rooms		18 rooms ÷ 5 rooms = 4 four-bedroom units

Proposed Maximum Dwelling Unit Calculation (18 dwelling units per net acre): 18 x 0.532 acres = 9.576 dwelling units (round up to 10 dwelling units)

The proposed maximum dwelling units are roughly half the current number of dwelling units.

EXAMPLE 3: TRIPLEX ON JUNCTION



Current Number of Units: 3

Current Zoning: RM-1

Area of Property (in Acres): 0.147 acres

Area of Property (in Square Feet): 6,403.32 square feet

Current Room Calculation: 6403.32 s.f. ÷ 1,300 = 4.925 rooms (round up to 5 rooms)

Type of Unit		Number of Rooms		1460 Junction Unit Configuration Options
Efficiency apartment unit	=	1 room		5 rooms ÷ 1 room = 5 efficiency apartment units* *no more than 10% of the units could be efficiencies
One-bedroom unit	=	2 room		5 rooms ÷ 2 rooms = 3 one-bedroom units
Two-bedroom unit	=	3 rooms		5 rooms ÷ 3 rooms = 2 two-bedroom units
Three-bedroom unit	=	4 rooms		5 rooms ÷ 4 rooms = 1 three-bedroom units
Four-bedroom unit	=	5 rooms		5 rooms ÷ 5 rooms = 1 four-bedroom units

Proposed Maximum Dwelling Unit Calculation (18 dwelling units per net acre): 18 x 0.147 acres = 2.646 dwelling units (round up to 3 dwelling units)

The proposed maximum dwelling units are the same as the current number of dwelling units.

EXAMPLE 4: PROSPECTIVE PROJECT AT FORMER LUMBER MART

Current Number of Units: 0

Current Zoning: Expired PUD

Area of Property (in Acres): 2.92 acres

Area of Property (in Square Feet): 127,195.2 square feet

Current Ordinance Room Calculation (RM-2): 127,195.2 s.f. ÷ 900 = 141.3 rooms (round down to 141 rooms)

Type of Unit		Number of Rooms		639 S. Mill/166 E. A2 Trl Unit Configuration Options
Efficiency apartment unit	=	1 room		141 rooms÷1 room=141 efficiency apartment units* *no more than 10% of the units could be efficiencies
One-bedroom unit	=	2 room		141 rooms ÷ 2 rooms = 71 one-bedroom units
Two-bedroom unit	=	3 rooms		141 rooms ÷ 3 rooms = 47 two-bedroom units
Three-bedroom unit	=	4 rooms		141 rooms ÷ 4 rooms = 35 three-bedroom units
Four-bedroom unit	=	5 rooms		141 rooms ÷ 5 rooms = 28 four-bedroom units

Current project proposal:

- 3 studio apartments (or 3 units x 1 room) = 3 rooms
- 56 one-bedroom apartments (or 56 units x 2 rooms) = 112 rooms
- 15 two-bedroom apartments (or 15 units x 3 rooms) = 45 rooms
- TOTAL proposed = 160 rooms

Proposed Maximum Dwelling Unit Calculation if RM-2 (27 dwelling units per net acre): 27 x 2.92 acres = 78.84 dwelling units (round up to 79 dwelling units)

PROPOSED AMENDMENTS

Section 78-21. – Definitions.

Apartment means a suite of rooms in a multiple-family ~~building~~ dwelling arranged and intended for a place of residence of a single-family or a group of individuals living together as a single housekeeping unit.

Apartment, efficiency, is a dwelling unit consisting of not more than one room in addition to a kitchen and necessary sanitary facilities.

~~*Apartment, one-bedroom unit,* is a dwelling unit containing a minimum floor area of at least 450 square feet, consisting of not more than three rooms in addition to a kitchen and necessary sanitary facilities.~~

~~*Apartment, two-bedroom unit,* is a dwelling unit containing a minimum floor area of at least 600 square feet, consisting of not more than four rooms in addition to a kitchen and necessary sanitary facilities.~~

~~*Apartment, three-or-more-bedroom unit,* is a dwelling unit wherein for each room in addition to the four rooms permitted in a two-bedroom unit, there shall be provided an additional area of 150 square feet to the minimum floor area of 600 square feet.~~

~~*Room* means, for the purpose of determining lot area requirements and density in a multiple-family district, a living room, dining room or bedroom, equal to minimum standards as required by the State of Michigan Building and Residential Codes. A room shall not include the area in kitchen, sanitary facilities, utility provisions, corridors, hallways and storage. Plans presented showing one-, two- or three-bedroom units and including a den, library or other extra room shall count such extra room as a bedroom for the purpose of computing density.~~

Net acre means, for the purpose of determining density in a multi-family district, the total area of a zoning lot measured in acres exclusive of the public rights-of-way and/or private streets of either interior or bordering streets.

Section 78-191. – Notes to schedule.

(c) ~~The total number of rooms in a multiple dwelling structure of two stories or less shall not be more than the area of the parcel, in square feet, divided by 1,300. The total number of rooms in a multiple dwelling of over two stories but not exceeding four stories shall not be more than the area of the parcel, in square feet, divided by 900. Not more than ten percent of the units on any given parcel may be of an efficiency apartment type. For the purpose of computing rooms, the following shall control:~~

~~Efficiency apartment unit~~	~~=~~	~~1 room~~
~~One-bedroom unit~~	~~=~~	~~2 room~~
~~Two-bedroom unit~~	~~=~~	~~3 rooms~~
~~Three-bedroom unit~~	~~=~~	~~4 rooms~~
~~Four-bedroom unit~~	~~=~~	~~5 rooms~~

~~Plans presented showing one-, two-, or three-bedroom units and including a den, library, or other extra room shall count such extra rooms as a bedroom for the purpose of computing density.~~

~~The area used for computing density shall be the total site area exclusive of any dedicated public right-of-way of either interior or bordering streets.~~

Multiple-family dwellings that are two-stories tall or less are permitted at a density of up to eighteen (18) dwelling units per net acre. Multiple-family dwellings that are three- or four-stories tall are permitted at a density of up to twenty-seven (27) dwelling units per net acre. The standard rounding convention of half round up shall apply. Not more than ten percent (10%) of the units may be of an efficiency apartment type.

(l) A minimum lot size of not less than 10,000 square feet shall be provided for any multiple-family dwelling sites.

RESOLUTION

The following Resolution was offered by Commissioner _____ and seconded by Commissioner _____.

WHEREAS The Planning Commission of the City of Plymouth reviewed the proposed zoning ordinance amendments which update Sections 78-21 and 78-191 of the City's Zoning Ordinance, and

WHEREAS The Planning Commission held a public hearing on July 15, 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 accept the proposed zoning ordinance amendments to Sections 78-21 and 78-191.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby directed to include a complete copy of the Proposed addition to the City Code with the official Meeting Minutes of this meeting.

ITEM # 9.a

Administrative Recommendation

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: *S:\Manager\Porman Files\Memorandum - Concept Design Proposal - Multi-Modal Pathway on Wilcox - 09-08-26.docx*
Date: September 3, 2026
RE: Authorization Concept Design Proposal – Multi-Modal Pathway on Wilcox

Background

The City Commission has "Finalize IGA with Wayne County and concept planning/engineering for Hines Dr. Connection" listed as a one-year task in their current Strategic Plan. On May 4, 2026, the City Commission approved an intergovernmental agreement with Wayne County that provides up to $160,000 in County funding for the City to engage a consultant to develop a concept design and preliminary engineering for a nonmotorized, multi-modal connection between the Mill Street/Starkweather area and Hines Drive.

Following that approval, staff has continued discussions with the City Engineer regarding the first phase of the project. Wade Trim has partnered with SmithGroup to develop a proposed scope of services for the concept design phase. Wade Trim would serve as the City's prime consultant, with SmithGroup serving as a subconsultant.

Proposed Scope

The purpose of this initial phase is to evaluate alternatives and develop a preferred concept for improving pedestrian and bicycle connectivity between the City and Hines Park. The work will also look more broadly at opportunities to improve nonmotorized connectivity within Old Village and connections between Old Village, Hines Drive, downtown Plymouth and Wilcox Lake.

The consultant team anticipates evaluating alternatives on both the north and south sides of Wilcox Road. This is important because the corridor presents several physical challenges, including the proximity of Wilcox Lake and its outfall dam, existing utilities, topography, mature vegetation, residential properties and the City's planned future water main.

While the primary focus of this project is the multi-modal pathway along Wilcox Road, it is equally important to consider how people will safely and conveniently get to the pathway. The project will evaluate potential pedestrian and bicycle connections adjacent to the pathway to better connect neighborhoods, businesses and other areas of the City to the future Wilcox pathway and Hines Drive.

Public engagement will be incorporated into the concept design process. In addition to coordination with City and Wayne County representatives, the consultant team will conduct a site tour/work session involving key stakeholders as well as hold a community open house to present potential alternatives and receive public feedback.

If authorized in September, the project is anticipated to formally begin in October 2026 and conclude by the end of February 2027. No public meetings are anticipated during December due to the holiday season.

Wade Trim and SmithGroup have proposed a not-to-exceed cost of $94,000 for the concept design phase. The proposed fee includes:

Task	Cost
Coordination and Engagement	$22,000
Data Collection and Survey	$10,000
Old Village Connectivity Study	$22,000
Wilcox Connector Concept Design	$20,000
Implementation Support	$15,000
Project Management and Coordination	$5,000
Total	$94,000

The $94,000 represents the concept design phase only. Preliminary engineering, preparation of plans and specifications, bidding assistance and construction engineering are not included and would be brought back for future consideration after a preferred alternative has been selected.

Recommendation

Administration recommends that the City Commission authorize Wade Trim Associates, Inc., with SmithGroup as its subconsultant, to complete the Wilcox Lake Community Connection to Hines Drive Concept Design Phase and Old Village Connectivity Study for an amount not to exceed $94,000.
This work will allow the City, Wayne County, area stakeholders and the community to evaluate the available alternatives before committing to a specific design. At the conclusion of the process, the consultant team will return to the City Commission with a recommended alternative for consideration before proceeding into preliminary engineering.

Administrative Recommendation

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

www.plymouthmi.gov
Phone 734-4531234
Fax 734-455-892

To: Chris Porman, City Manager
From: John Buzuvis, Economic Development Director
CC: S:\City\Hine Park Connection
Date: September 3, 2026
RE: Concept Design Wilcox Lake Community Connection

Background

As you are aware, in May, the City Commission approved a $160,000 Intergovernmental Agreement (IGA) with Wayne County to fund, through county reimbursement to the City, a concept plan and preliminary engineering for a multi-modal pathway connecting the Old Village area to the regional trail system along Hines Drive. The project is identified in the City's Five-Year Strategic Plan under Goal Area Four: Attractive, Livable Community, and aligns with Wayne County's Connecting the Rouge Framework.

Wayne County approved the IGA at its August 6 meeting. Following the City's approval of the IGA and prior to Wayne County's approval, the Administration began discussions regarding a potential scope of work with City Engineer Shawn Keough of Wade Trim and Oliver Kiley of SmithGroup.

As you may recall, Shawn Keough and his team at Wade Trim previously completed survey and design work associated with the water main extension to the Wilcox Mill building as part of the City's 2026 Infrastructure Program. Oliver Kiley and his team at SmithGroup partnered with the DDA on the DTP Forward project and previously worked with Wayne County to develop the Connecting the Rouge Framework, a visionary document intended to identify opportunities for Wayne County to partner with municipalities adjacent to Hines Park to establish meaningful and safe connections for pedestrians.

Following Wayne County's approval and execution of the IGA, the Administration worked with the proposed project team to finalize the enclosed scope of work and proposal for the Commission's review.

The proposed scope of work, not to exceed $94,000, focuses on evaluating and developing viable concept scenarios, conducting an Old Village Connectivity Study, and analyzing existing conditions in preparation for preliminary engineering. A separate proposal and scope of work for the preliminary engineering phase will be presented to the City Commission for consideration following approval of the preferred concept.

Given Wade Trim's and SmithGroup's familiarity and experience with the project area and proposed concept, their established working relationships with the Administration, and their demonstrated record of successful project management, the Administration believes that the partnership between these two firms will be a significant asset to the project.

If authorized by the City Commission, the project is anticipated to begin in October 2026 and take approximately four (4) months to complete, with a tentative completion date of February 2027 for this phase of the work.

Recommendation:

The administration recommends that the City Commission review and approve the enclosed proposed scope of work and cost, not to exceed $94,000 for the development of concept designs for the Wilcox Lake Community Connection.

If you have any questions or require further information, please contact me directly.

Wade Trim Associates, Inc.
25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

September 3, 2026

City of Plymouth
201 South Main Street
Plymouth, MI 48170

Attention: Chris Porman, City Manager

Re: City of Plymouth – Wilcox Lake Community Connection to Hines Drive
Proposed Concept Design Proposal - Including Connectivity Evaluation with Old Village

Dear Chris Porman:

Per your request, we have prepared this letter as a proposed program description for the initial phase of concept design for the Wilcox Lake Community Connection to Hines Drive. As you are aware, on May 4, 2026, the City Commission approved an intergovernmental agreement (IGA) with Wayne County that provides up to $160,000 from Wayne County for the City of Plymouth to engage a consultant team to prepare a concept design plan and preliminary engineering for a nonmotorized, multi-modal pathway connecting the Mill Street/Starkweather area to Hines Drive. It is envisioned that the concept planning for the multi-modal pathway will encompass the areas along Wilcox from Hines to Mill and along Mill Street to the intersection with Starkweather. Wade Trim and Smith Group are teaming up to work on this project together. Wade Trim will serve as the prime consultant for the City, with Smith Group as a subconsultant to Wade Trim.

This letter serves as a preliminary document that describes the existing sidewalk and multi-modal pathways that currently exist around Wilcox Lake and in the vicinity of the proposed project area. It further identifies key questions and design challenges that will need to be reviewed, discussed and determined during the concept design planning phase. This letter also serves as an initial draft proposal for discussion with City staff and ultimately future consideration by the City Commission to authorize the initial concept design planning phase services for Wade Trim, and our subconsultant Smith Group, to begin work on the concept design planning phase of this project. It is envisioned that a separate proposal letter will be prepared for the preliminary engineering phase once a selected alternative has been approved.

Understanding of the Project

As part of our proposal preparation for the Wilcox Lake Community Connection to Hines Drive, we have prepared a preliminary understanding of the project. Our initial understanding has identified three primary project goals. We have also provided an existing conditions analysis, identified some design challenges and presented a few key questions that will need to be reviewed, discussed and determined during this project. The purpose of doing this is to better define the problem and objectives of this initial concept planning phase. The preliminary project goals, existing conditions analysis, design challenges and key questions are presented below:

1. Preliminary Project Goals & Objectives
    - Design a nonmotorized multi-modal pathway connection from the City to Hines Park along Wilcox Road.
    - Create universal access for all users for walking, jogging, biking, or hiking (nonmotorized transportation).

- Develop a walking/biking connectivity plan to explore opportunities for walking/biking in the Old Village Area.

2. Existing Sidewalk and Multi-modal Pathway Conditions
   - Sidewalk exists on City Streets in the vicinity of Wilcox Lake, including Holbrook (east side only at Wilcox) and Starkweather (both sides up to Point Park). City sidewalk is typically four or five feet wide.
   - Sidewalk exists on both sides of Mill Street, and along the southern side of Wilcox nearly two-thirds of the way to Holbrook, with an angled sidewalk spur that heads due east toward Hardenberg/Holbrook. Mill Street sidewalk is five feet wide.
   - Sidewalk exists on the east side of Point Park (also known as the west side of Mill Street.
   - The Starkweather/Northville Road bridge at Wilcox Lake has sidewalk on both sides of the bridge.
   - The existing pathway on the east/north side of Hines Drive is approximately 8 feet in width.
   - We need to confirm all sidewalk widths and discuss/determine the appropriate width for the new non-motorized improvements.
   - Hines Drive and Wilcox is a signalized intersection.
3. Design Challenges/Physical Challenges
   - Wilcox Lake is located very close to the north side of Wilcox Road. While the distance between the lake and the roadway varies between Mill Street and Hines, it is most narrow on the east end of Wilcox across from the future Donofrio Coffee Shop building.
   - The outfall dam/spillway from Wilcox Lake is located at the northwest corner of the Wilcox/Hines intersection. There is very little room in this corner of the intersection for sidewalk. This is also a potentially dangerous area that we may want to keep pedestrians away from.
   - There is a large hillside along the south side of Wilcox within the Wilcox right-of-way. The hillside is heavily vegetated with large trees that serve as a buffer for two residential properties that abut Wilcox Road.
   - There is an overhead power line along the south side of Wilcox that crosses over to the north side just east of Holbrook.
   - There are two gas mains approximately located below the southern gravel shoulder along the south side of Wilcox.
   - The City desires to locate a future 8-inch water main either in the Wilcox Road right of way or in an adjacent easement (across the northern portion of the two residential properties).
   - If the pathway is located on the south side of Wilcox Road, an easement and/or modification to the retaining wall may be required at the Donofrio property near the southwest corner of the Hines/Wilcox intersection.
   - The City residents that live south of the Wilcox Road right of way value the vegetative buffer that exists.
4. Key Questions for the Concept Design Phase
   - What is the desired width of the proposed nonmotorized multi-modal pathway along Wilcox?
   - Does the project include the addition of pedestrian crosswalk signals to the signalized intersection at Wilcox and Hines Drive?

Concept Design Phase – Draft Scope of Services

Following City Commission authorization to begin work, Wade Trim will begin providing concept design phase services for the proposed Wilcox Hines Community Connection project and Old Village Connectivity Study.

A summary of our scope of services for the Wilcox Hines Community Connection is presented below, noting that the end goal of this scope of services is to identify the desired non-motorized pathway concept, gain agreement from the County and City on the selected alternative, and provide sufficient concept designs and cost estimates so that the selected alternative can proceed to a preliminary engineering phase (to complete plans and specifications):

Task 1 – Coordination & Engagement

- **Project Kick-Off -** We will hold a kickoff meeting with representatives of the City (and County as appropriate) to review the proposed program goals and objectives.
- **PM & Coordination** - Our scope of services includes frequent communication with the City during the concept design to review progress, discuss details, and coordinate feedback. City comments will be incorporated into the plans as requested. We anticipate eight 30-minute, virtual coordination meetings (bi-weekly) over the course of 4 months.
- **Site Tour & Work Session:** Our team will conduct a half-day site visit and workshop session to walk the proposed Wilcox connector corridor and drive/walk through key areas of Old Village. We will review the existing conditions, list of challenges, and key questions described above and add to them as discussed at the kick off meeting. Key city staff, country representatives, Old Village stakeholders, and other key individuals to be identified will be invited to participate. A 90-minute work session following the site tour will be used to understand issues and opportunities pertinent to the Wilcox Connector and Old Village Connectivity study early on in the process.
- **Communications:** Following the kickoff meeting, residents and businesses within the project areas will be notified, as necessary, of the upcoming project, to make them aware that the City is starting the concept planning design phase. The team will identify key project messages to be relayed to the public. City Staff will be responsible for issuing communications.
- **County Review** - Following an initial review by City representatives, we will assist the City in presenting the Wilcox Connector concept plans to Wayne County representatives to get their input.
- **Public Open House** – One community open house event will be held to share analysis findings and design options/alternatives for both the Wilcox Connector and the Old Village Connectivity Study. This open house does not include formal presentation, but display boards/large print-outs will be used to describe the scope of the project and potential ideas and solicit feedback from the community on preferred options and designs. Workshop materials and a summary will be provided.

Task 2 – Data Collection & Survey

- **Topographic Surveying** - Wade Trim obtained an initial topographic survey along Wilcox Road from Holbrook to Hines Drive as part of the City's 2026 Infrastructure Program for the purpose of designing water main from Holbrook to just west of the future Donofrio project. We anticipate that additional topographic data will be required at the intersection of Hines & Wilcox, as well as on Wilcox from Holbrook to Mill Street, and along Mill Street to Starkweather in the area of Pointe Park, up to the bridge that crosses over to Northville Road. We will also obtain additional topographic mapping along the north side of Wilcox to better define the exact edge of Wilcox Lake and the outfall dam that is located in the northwest corner of Wilcox and Hines Drive. The newly collected data will be merged with the original topographic data that was previously collected. The data will be used to create a full base map of the Wilcox corridor. The base map will become the basis for our concept designs and future engineering plan sheets for the project.

- **Utility Confirmation** - We will utilize the City's GIS as well as contact all known utility companies with facilities in the area to identify above ground and below ground utilities that may affect the concept designs for the proposed pathway.
- **Geotechnical Investigation** – Two soil borings (10 feet in depth) have been obtained by Wade Trim's Team member SME as part of our preliminary planning and design phase for new water main along Wilcox. These borings are located on the south side of Wilcox and should serve as a good starting point to understand the soils in the area. Additional borings may be required to validate the concept designs. We have not included any budget as part of this proposal for additional geotechnical investigations. If additional borings are determined to be needed, we will include that scope in the next phase (preliminary design). The information already authorized will help verify soil types, and ground water level along the south side of Wilcox.

Task 3 – Old Village Area Connectivity Study

- **Old Village Area Base Map** – SmithGroup will create a planning-level basemap of the Old Village area indicating property lines (using GIS-level parcel data), street rights-of-way, existing/proposed trails and non-motorized facilities, other key infrastructure (e.g. railroad corridors), and use patterns. This base map will identify potential areas of concern or challenge from a connectivity standpoint and highlight key destinations across the City study area.
- **Options Exploration** – The team will explore potential active transportation connections, challenges, and opportunities to strengthen connections to Old Village, Hines Drive trail, downtown Plymouth, Wilcox Lake. These opportunities will consider, but are not limited to, bike infrastructure, traffic calming, shared-use trails (e.g. side paths along roadways), and crossing/intersection improvements. Options will be described diagrammatically on the base plan and may make use of cross-sections or other visualizations to explain potential ideas.
- **Connectivity Recommendations** – In coordination with community and stakeholder engagement, the team will draw from the explored options are develop a set of recommended improvements to consider as future project opportunities. High-level, order of magnitude cost estimates for up to three major improvements can be provided. The final recommendations will take the form of a concise graphic presentation (PDF format) with plan views, graphic exhibits, and brief descriptive narratives of each recommendation.

Task 4 – Wilcox Connector Conceptual Design

- **Concept Alternatives –** We will prepare four concept designs for the future nonmotorized multi-modal pathway connection to Hines Park. It is envisioned that at least two of these concepts will be on the south side of Wilcox and at least one will be on the north side of Wilcox. The south side of Wilcox may allow easier connectivity to the City's existing sidewalk network. It is our initial opinion that construction of a new pathway on the north side will be more difficult and costly due to the proximity to Wilcox Lake and the presence of the outfall dam, however all alternatives will be examined to confirm our initial thoughts.
- **Alternatives Review –** We will share our concept designs with City representatives for initial feedback. Each concept design will include a preliminary narrative evaluation of pro's, con's and unique challenges that may affect the ultimate design or function of the pathway. All designs are reviewed to improve pedestrian and bicycle safety and for compliance with the ADA requirements, including concept designs for new sidewalk ramps at all intersections within the project area, including anticipated connections along Wilcox at Hines, Holbrook, Mill and potentially Starkweather.

Task 5 – Implementation Support

- **Permit Review –** We will identify the necessary permits that will be required to support the concept designs including, but not limited to agencies such as the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Wayne County Department of Public Services, and any other that may be identified during the concept planning phase.
- **Preliminary Cost Estimating –** We will assist the City by preparing cost estimates for each alternative along with a narrative description of each alternative. The narrative will document the pro's, con's and key challenges required for each alternative. Each narrative will include plan sheets illustrating the proposed horizontal and vertical alignment of the nonmotorized multi-modal pathway, as well as color renderings of each alternative.

Project Recommendation: We will provide a letter of recommendation to the City Commission for the recommended alternative to be advanced into a full design stage.

Preliminary Project Schedule

We are estimating that this entire project will take approximately four months to complete sandwiched around the month of December 2026. If we are authorized by the City Commission to proceed in September 2026, we would propose to formally kick off the project in October 2026 and have it conclude by the end of February 2027, with the idea that no public meetings would be planned during the month of December, out of respect for the business of the holiday season. Please note that this schedule can be accelerated or expanded based on input from the County, City or during public engagement.

Draft Fee Compensation

We have prepared the following concept design phase fee estimate for the City's consideration based on the description of the work described above:

Concept Design Services Allowances

Task	Description	Estimated Fee
1	Coordination and Engagement	$22,000
2	Data Collection and Survey	$10,000
3	Old Village Connectivity Study	$22,000
4	Wilcox Connector Concept Design	$20,000
5	Implementation Support	$15,000
	Project Management and Coordination	$5,000
Wade Trim/Smith Group Concept Design Services Total		**$94,000**

Please note that we have not included any preliminary engineering or construction phase engineering fees or services as part of this proposal. Preliminary Engineering (i.e. plans and specifications) and bidding services can be presented once a final alternative has been selected. Construction phase services and fees can be presented once bids are received and the actual duration of the future construction project has been better defined. Permit application fees will be the responsibility of the City and can be reimbursed to Wade Trim.

Authorization to Begin Requested

At this time, we are requesting that the City Commission authorize the Wade Trim/Smith Group Team to begin work on the Wilcox Hines Community Connection Concept Design Phase, as described above, for a Not to Exceed Fee of **$94,000**. As always, our team's actual effort will be billed monthly

in accordance with the actual hours worked and our current Rate Schedules. If extra work is required beyond the scope of this proposal, we will notify the City Manager immediately and provide an estimate for any additional work that may be required at that time.

We hope this letter is helpful to the City Administration and City Commission. If anyone has any questions, please do not hesitate to call me on my cell at 313.363.1434. We continue to appreciate the opportunity to help the City improve their infrastructure and look forward to working closely with you during the concept design phase of this project.

Very truly yours,

Wade Trim Associates, Inc.

Shawn W. Keough, PE
Senior Vice President

SWK:efa
BDXPLY
20260903 WILCOX-LTR.DOCX

cc: Adam Gerlach, Assistant Director of Municipal Services, City of Plymouth

RESOLUTION

The following Resolution was offered by _____and seconded by _____

WHEREAS, the City Commission has identified finalizing the Intergovernmental Agreement with Wayne County and completing concept planning and engineering for the Hines Drive Connection as a one-year task in the City's current Strategic Plan; and

WHEREAS, on May 4, 2026, the City Commission approved an Intergovernmental Agreement with Wayne County providing up to $160,000 in County funding for concept design and preliminary engineering of a nonmotorized, multi-modal connection between the Mill Street/Starkweather area and Hines Drive; and

WHEREAS, Wade Trim Associates, Inc., in partnership with SmithGroup, has proposed a scope of services to evaluate pathway alternatives along Wilcox Road, improve pedestrian and bicycle connectivity to the pathway, engage the public and stakeholders, and develop a recommended alternative for future consideration by the City Commission; and

WHEREAS, Wade Trim Associates, Inc., with SmithGroup as its subconsultant, has proposed to complete the Wilcox Lake Community Connection Concept Design Phase and Old Village Connectivity Study for an amount not to exceed $94,000.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Plymouth hereby authorizes Wade Trim Associates, Inc., with SmithGroup as its subconsultant, to complete the Wilcox Lake Community Connection to Hines Drive Concept Design Phase and Old Village Connectivity Study for an amount not to exceed $94,000, and authorizes the City Manager to execute the necessary documents on behalf of the City.

Administrative Recommendation

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: *S:\Manager\Porman Files\Memorandum - Combination Truck Purchase 09-08-26.docx*
Date: September 4, 2026
RE: Authorization to Purchase a Combination Sewer Cleaning Truck

Background

In the FY 2026-27 budget, the City identified the replacement of its combination sewer cleaning truck as a planned capital purchase (see attached budget page). The Department of Municipal Services (DMS) relies on this equipment nearly every day for sanitary and storm sewer cleaning, as well as hydro excavation associated with water main repairs, hydrant replacement, sign and light pole installation, tree planting and other routine maintenance activities.

The City's current combination truck, a 2022 Vactor 2100i, is approaching the end of the City's traditional five-year replacement cycle in November 2026. DMS has historically replaced this specialized equipment on approximately a five-year cycle to limit maintenance costs while preserving its trade-in and guaranteed buyback value. This approach has resulted in minimal maintenance costs for the current truck while maximizing its value at the time of replacement.

Given the cost and importance of this equipment, DMS began evaluating replacement options earlier this year. Staff attended the Water & Wastewater Equipment, Treatment and Transport (WWETT) Show in Indianapolis, where they reviewed combination sewer cleaning trucks from 10 manufacturers. Staff narrowed the field to five manufacturers and subsequently arranged operational demonstrations with four companies that have representatives available to serve the City.

DMS crews operated and evaluated each truck under working conditions, considering functionality, performance, controls, ease of use and overall suitability for City operations. Staff also conducted follow-up meetings and site visits to evaluate repair facilities, parts availability, anticipated repair times and long-term service capabilities.

Each company was then asked to configure a truck that met the City's operational needs and provide a complete financial proposal, including purchase price, trade-in value for the City's existing truck and a guaranteed five-year future buyback amount. Each proposal utilized either Sourcewell or MiDEAL cooperative purchasing pricing.

Following this evaluation, DMS is recommending the Super Products Camel Max 1200 Series Combination Sewer Vacuum Truck offered by MTech. While each of the trucks evaluated was capable of meeting the City's

operational needs, staff determined that the MTech proposal provides the best overall combination of operational capability, reliability, serviceability and long-term value.

A significant factor in the recommendation is MTech's trade-in offer for the City's existing Vactor truck. The City's original guaranteed buyback for the truck was $192,783.60. MTech is offering a $300,000 trade-in allowance, approximately $107,000 more than the original guaranteed buyback. The City also has previous experience with MTech through the purchase of its current street sweeper and has been satisfied with the service and support provided through MTech's Livonia facility.

The proposed truck has a base cost of $670,451.28. After a $33,522.56 Sourcewell discount, an additional $65,000 MTech discount, and the $300,000 trade-in allowance, the City's net purchase cost is $271,928.72. MTech has also provided a guaranteed five-year buyback of $300,000 for the new truck.

The anticipated delivery time is approximately 90 to 120 days. MTech has agreed to honor the $300,000 trade-in value while allowing the City to retain its existing truck until the new unit is delivered, avoiding an interruption in sewer cleaning and hydro excavation operations.

Recommendation

Administration recommends that the City Commission approve the purchase of a 2027 Super Products Camel Max 1200 Series Combination Sewer Vacuum Truck from MTech Co. through the Sourcewell National Cooperative Purchasing Program, including the cold-weather "Arctic Package" and other equipment identified in the proposal, at a net cost to the City of $271,928.72 after discounts and trade-in.

Funding for the replacement is included in the FY 2026-27 Capital Improvement Plan through the Equipment Fund.

Department of Municipal Services

1231 Goldsmith, Plymouth, MI 734-453-7737 dms@plymouthmi.gov

Date: September 2, 2026
To: Chris Porman, City Manager
From: Nick Johns, Municipal Services Superintendent
Adam Gerlach, Municipal Services Deputy Director
Re: Authorization to Purchase Super Products Camel Max 1200

Background:

The City of Plymouth Department of Municipal Services has used a Combination Sewer Cleaning Hydro Excavation Truck (combination truck) as part of our fleet for several years. This piece of equipment is used on an almost daily basis. The Combination truck is used as an integral part of the sewer cleaning operations for both the sanitary and storm systems. In addition, we use this truck to dig holes (hydro excavate) for many of our routine maintenance duties, including everything from repairing water mains, planting trees, installing sign poles, replacing fire hydrants, and replacing light pole bases.

Our current combination truck, a 2022 Vactor 2100i, is nearly 5 years old, and we have traditionally replaced these trucks on a 5-year cycle. By doing so, we historically stay ahead of the costly repairs of owning such a specialized piece of equipment as it ages in years and hours of use. The maintenance cost for this piece of equipment has been minimal over the last 5 years. We have a proven track record related to the care of our combination trucks over the years, which has helped us stay ahead of costly repairs. With the 5-year replacement cycle, and the condition with which we turn our combination truck in at the 5-year mark, we have saved considerably on the maintenance expenses, while maximizing a guaranteed buy back price. The current combination truck's 5-year cycle is set to expire in November 2026.

At the beginning of this year, the Municipal Services staff began the process of identifying a replacement for this key piece of equipment. Recognizing the importance and significant investment associated with this equipment, considerable staff time has gone into researching available options and evaluating different manufacturers and models of combination trucks. As part of the research process, Municipal Services staff attended the Water & Wastewater Equipment, Treatment and Transport (WWETT) Show in Indianapolis, Indiana. The WWETT Show is one of the largest trade shows in the United States focused on sewer, wastewater, and related equipment. While at the show, staff gathered info and evaluated combination sewer

cleaning trucks from 10 different manufacturers and reviewed the various models, features, specifications, and capabilities available within the industry.
Following the WWETT Show, the field of potential manufacturers was narrowed from 10 companies to five. Municipal services staff then met with personnel from four of the five companies (one company does not currently have representatives in the state) and arranged for an operational demonstration of each manufacturer's equipment. Each manufacturer allowed the municipal services crew to operate and evaluate each truck in actual working conditions. The crew was able to assess the equipment from an operational standpoint, including its functionality, ease of use, performance, controls, and overall suitability for the City's sewer maintenance and hydro excavation operations. These hands-on evaluations were an important component of the selection process, as it allowed the individuals who would ultimately operate and maintain the equipment to provide direct feedback.

After the demonstrations, municipal services staff had follow up meetings and site visits with each of the four companies. These visits included tours of the companies' repair and service facilities, as well as discussions with mechanics, fleet managers, and other service personnel regarding their service capabilities, anticipated repair lead times, and availability of parts and personnel. The visits allowed staff to evaluate the level and quality of support available to the City after the purchase and the overall level of support that could be expected throughout the life of the truck.

Staff worked with each of the four companies to "build" a combination truck that met our needs. In addition to the purchase price, each company was asked to provide a 5-year guaranteed future buyback amount for the new truck and to provide a trade-in value for the City's existing combination truck. Please note that each of proposals we have received utilized Sourcewell or MiDeal cooperative purchasing pricing. Staff then evaluated the complete financial package, with the goal of identifying the combination truck that would best meet the City's operational needs while also providing reliability, serviceability, value, and long-term cost effectiveness.

While each of the four trucks evaluated are functionally capable of meeting our operational needs, the proposal from MTech for the Super Products Camel Max 1200 series combination sewer cleaning truck is the best overall value we received. As you are aware, there have been major changes in the sewer equipment industry in the last few years, and strong demand has contributed to high trade-in values. As a result, each of the four companies offered a premium for our current truck over the guaranteed buyback we have from 2021 when it was originally acquired. Of particular note, MTech has provided the best offer for the trade-in with a more than 50% premium. As you are aware, we have worked with MTech in the past to purchase our current street sweeper, and we have been happy with the service and support provided by their facility in Livonia, MI.

Currently, there is a 90 to 120 day lead time from order date to delivery date. MTech has agreed to honor the trade in value and allow us to keep our current combination truck until we take delivery of the new truck so there will be no delay or interruption of service to residents.

Recommendation:

We recommend that the City Commission approve the purchase of the 2027 Super Products Camel Max 1200 Series Combination Sewer Vacuum Truck with 12 cubic yard debris body with tip and eject to dump, positive displacement vacuum system, 2500psi at 80gpm water pump, and hydro excavation kit from MTech Co. of Cleveland, OH. We further recommend the City Commission approve the inclusion of cold weather operations "Arctic Package", as well as the equipment detailed on the proposal. We also recommend that the City Commission approve the purchase of this truck through the Sourcewell National Cooperative Purchasing Program.

The proposal from MTech is attached which includes the detailed cost of the combination truck, the trade-in offer for our current truck, and the 5-year guaranteed buyback. Some background information about the Super Products Camel Max Series Combination Sewer Cleaning Trucks is attached for reference. The funding for this purchase is covered in the 2026-2027 budget in the Capital Improvement Plan under the Equipment Fund. The capital improvement plan with the line item noted is attached.

Should you have any questions, please feel free to contact us.

SEWER CLEANING COMBO TRUCK

MTECH

Dealer	MTech
Customer	The City of Plymouth, MI
Make & Model	Super Products Camel Max Series
Date	9/3/2026

Description	Qty	Price	Subtotal
Price for base unit:	1	$ 398,546.72	$ 398,546.72
Debris body options			
12 cubic yd. debris body tip and eject to dump	1	$ 30,947.69	$ 30,947.69
¼" Thick EXTEN Steel Construction (Included in base unit)	1	$ -	$ -
Automatic debris body washout system (Included in base unit)	1	$ -	$ -
Rear splash shield	1	$ 1,893.66	$ 1,893.66
Exterior Front Mounted Level Gauge (Included in base unit)	1	$ -	$ -
Acculevel debris level indicator	1	$ 7,821.70	$ 7,821.70
Trash pump, 3", Manual 420gpm, front body with side discharge	1	$ 7,744.36	$ 7,744.36
Front body drain, 6", knife valve, 35' x 6" fabric drain hose, camlock cap (RIV Valve)	1	$ 2,606.87	$ 2,606.87
Mid-mounted passenger side body Dump Controls (Included in base unit)	1	$ -	$ -
Debris body & tailgate safety props (Included in base unit)	1	$ -	$ -
White Paint (Included in base unit)	1	$ -	$ -
Vacuum system options			
Vertical cyclonic separator (Included in base unit)	1	$ -	$ -
Blower Engagement From Front Controls (Included in base unit)	1	$ -	$ -
8" vacuum system, "Roots type PD Model 824, 18" hg. and 4500 cfm	1	$ 7,286.79	$ 7,286.79
Vacuum pump high temp relief system	1	$ 961.33	$ 961.33
Vacuum booster valve	1	$ 1,587.54	$ 1,587.54
Pleated final filter assembly (Included in base unit)	1	$ -	$ -
Fluidizing Suction Tube Nozzle 8" x 24"	1	$ 201.93	$ 201.93
Supertube Lock ring 8"	9	$ 24.70	$ 222.34
Gaskets for Supertube O-ring, Gasket 8"	9	$ 4.61	$ 41.52
8" x 60" Supertube w/ Crown (Included in base unit)	1	$ -	$ -
8" x 36" Supertube - Aluminum	1	$ 196.56	$ 196.56
8" x 60" Supertube - Aluminum	2	$ 257.79	$ 515.57
8" x 84" Supertube - Aluminum	3	$ 257.79	$ 773.36
Kanaflex Drain Hose. Female 6" Camlock (UNPUBLISHED)	1	$ 450.00	$ 450.00
Boom options			
8' telescoping (Included in base unit)	1	$ -	$ -
Wireless remote	1	$ 2,983.89	$ 2,983.89

Pump options

Dual hydraulic cooling & dual accumulators (Included in base unit)	1	$ -	$ -
Air purge & antifreeze system (Included in base unit)	1	$ -	$ -
Advanced Water Pump – Super Products Single piston pump - 80 GPM @ 2500 PSI	1	$ 5,410.44	$ 5,410.44
Arctic Package - Engine heated glycol lines wrapped around water pump w/insulation blanket	1	$ 6,500.00	$ 6,500.00

Hose reel options

270 degree reel articulation (Included in base unit)	1	$ -	$ -
Telescoping rotational reel extends 18in (Included in base unit)	1	$ -	$ -
Precision Controls - LED Color digital monitor displays hose footage count (Included in base unit)	1	$ -	$ -
Super Products Self Diagnostic System (Included in base unit)	1	$ -	$ -
Sewer hose containment shield (Included in base unit)	1	$ -	$ -
Fully automatic power level wind	1	$ 6,888.29	$ 6,888.29
Hose reel tensioning system	1	$ 4,399.57	$ 4,399.57
Hose reel digital counter (Automatic)	1	$ 962.41	$ 962.41

Water system options

Winter recirculation (Included in base unit)	1	$ -	$ -
Retractable hose reel with live center 50' x 1/2" hose	1	$ 1,383.46	$ 1,383.46
Low water warning light and alarm with water capacity digital display	1	$ 853.92	$ 853.92
Manual Accumulator shut off (Included in base unit)	1	$ -	$ -
600' 1" hose	1	$ 583.24	$ 583.24
Hydro-X Kit, Bandlock Style (Includes HX Tube, HX Lance, Ripsaw HX Nozzle, Tailgate 2 Tube Rack)	1	$ 2,636.95	$ 2,636.95
1" finned nozzle extension (or wire)	1	$ 224.97	$ 224.97
Hose, 25', cotton - Single Jacket Filler Hose	1	$ 252.75	$ 252.75
Leader Hose 1" x 25' (UNPUBLISHED)	1	$ 339.80	$ 339.80
1/2" dia x 35' Whip hose with quick disconnects (Included in base unit)	1	$ -	$ -
Washdown handgun (Included in base unit)	1	$ -	$ -
Tigertail Sewer Hose Guide	2	$ 54.95	$ 109.90
Hydrant wrench	1	$ 138.15	$ 138.15
Puller hook	1	$ 86.34	$ 86.34
Nozzle & Tool Package	1	$ 5,000.00	$ 5,000.00

Tool box options

Lower curbside toolbox 18" x 18" x 48"	1	$ 1,362.58	$ 1,362.58
Curbside toolbox, 36"	1	$ 1,292.81	$ 1,292.81
Curbside toolbox 18" x 18" x 48"		$ 1,492.14	$ -
Long Pole Storage Along Frame Rail (Post Production Install)	1	$ -	$ -
Driverside toolbox 22"x 14" x 60" (52")	1	$ 2,632.60	$ 2,632.60
Back of cab vertical tube rack (Included in base unit)	1	$ -	$ -
Tube Rack, Tailgate, Fold Down		$ 1,741.31	$ -

Front / rear tow hooks	1	$ 428.56	$ 428.56
Camera system, rear (Included in base unit)	1	$ -	$ -
Camera system, front	1	$ 467.01	$ 467.01
Long handle tool storage tubing mounted behind cab (UNPUBLISHED)	1	$ 2,195.00	$ 2,195.00
Front bumper toolboxes - (UNPUBLISHED)	1	$ 4,425.00	$ 4,425.00

Other options

Tailgate, body up, and boom up alarms (Included in base unit)	1	$ -	$ -
Cone holders (Included in base unit)	1	$ -	$ -
LED Boom work lights	1	$ 871.36	$ 871.36
LED Flood light package, tailgate area, power unit area	1	$ 2,487.38	$ 2,487.38
Cordless Rechargable Handheld Worklight	1	$ 458.46	$ 458.46
LED Package 2 - (2) Tailgate beacon omni-directional strobe, (2) Boom beacon omni-directional strobe	1	$ 2,501.61	$ 2,501.61
LED Package 3 - Front bumper directional strobes, Mid-ship directional strobes, Rear bumper directional strobes	1	$ 2,534.36	$ 2,534.36
Rear Arrowstick (Included in base unit)	1	$ -	$ -
Single Source, Dual Fill Tank Fill (UNPUBLISHED)	1	$ 1,330.00	$ 1,330.00

Performance options

OMSI Hot Shift Transfer Case (Included in base unit)	1	$ -	$ -
Freightliner 108SD, Cummins L9 370 Hp, Allison 3000 RDS Auto, 12 yd	1	$ 145,000.00	$ 145,000.00

Delivery starting point

See Special Terms and conditions **NO FLAT RATE ALLOWED**

Starting Point State, Zip

Mukwanago, WI **PER MILE**	450	$ 4.25	$ 1,912.50

	Total Cost:	$ 670,451.28
SW Discount (5% Flat Rate)	$ (33,522.56)	$ 636,928.72
Additional MTech Courtesy Discount (Varies Based on Options)	$ (65,000.00)	$ 571,928.72
Trade-In: (2022 Vactor 2100i VIN: 3ALHG3FE5PDNX9611)	$ (300,000.00)	**$ 271,928.72**

5 Year Guarunteed Buyback: $300,000.00*

*See attached letter for terms

(800) 362-0240
sales@mtechcompany.com
service@mtechcompany.com

The City of Plymouth, MI
1231 Goldsmith St.
Plymouth, MI 48170

September 3rd, 2026

Re: 2022 Vactor 2100i Trade-In Offer Details

This letter shall confirm MTech's trade-in offer of $300,000.00 for the City of Plymouth's 2022 Vactor 2100i (VIN: 3ALHG3FE5PDNX9611) to be applied towards the purchase of a new Super Products Camel Max 1200EJ. The terms and conditions of this offer are as follows:

- Customer must turn their trade-in vehicle over to MTech in complete working condition immediately upon delivery of their new truck.
- Along with the trade-in vehicle, customer shall also provide MTech with all manuals, keys, maintenance records, and title paperwork upon delivery of their new truck.
- Customer is responsible for performing a DOT certified inspection prior to turning the unit over to MTech. MTech will not accept any trade-in that does not pass this inspection.
- All open repairs must be completed and any wear and tear items must also be repaired or replaced at customer's expense prior to turning equipment into MTech.
- Following delivery of customer's new truck, MTech will perform a thorough and complete inspection of the trade-in vehicle once it arrives at our facility. Within 30 days, MTech will provide a detailed report back to the customer documenting any unresolved repairs identified during our inspection. MTech reserves the right to bill the customer for the full cost (parts and labor) of any outstanding repairs needed at our sole discretion.

Sincerely,

Corey Padrutt
MTech Company
(330) 807-5826
cpadrutt@mtechcompany.com

(800) 362-0240
sales@mtechcompany.com
service@mtechcompany.com

The City of Plymouth, MI
1231 Goldsmith St.
Plymouth, MI 48170

September 3rd, 2026

Re: Camel Max 1200EJ Guaranteed Buyback Terms

This letter shall confirm our understanding that MTech will agree to re-purchase your new Camel 1200EJ combination sewer cleaning truck back from the City of Plymouth five years from the date of delivery. The guaranteed buyback amount is listed below and is subject to the following conditions:

- Original Purchase Price: $571,928.72
- 5 Year Guaranteed Buyback Price: $300,000.00

1) All scheduled maintenance must be performed through an MTech Annual Maintenance plan or at the City's sole expense (excluding warranty repairs). All scheduled maintenance includes, but is not limited to, the chassis and all related components, the combination sewer truck body and all related components, PD blower, Water Pump, etc.
2) All wear and tear items must be repaired or replaced as needed under normal guidelines at the City's sole expense.
3) The unit shall be returned in the same manner it was received, except for normal wear and tear.
4) The City of Plymouth will maintain detailed maintenance records showing that the above conditions were met. These records will be made available to MTech upon request.
5) The total hours of operation on this truck should not exceed an average of 1,000 hours during each year period of ownership (i.e. 5,000 hours in 5 years).

Assuming the above conditions are all met, the City will be eligible to sell this truck back to MTech after 5 years of ownership. The City is under no obligation to exercise this option and must give MTech written notice of intent to exercise the buyback option no less than 90 days prior to the delivery date 5-year anniversary. MTech reserves the right to perform an on-site inspection of the unit after receiving written notice from the City to ensure the above conditions have been met and to request additional repairs be completed by the City if necessary. The 5-year guaranteed buyback price will only be honored with the purchase of a new truck from MTech and will be applied as a credit to the new truck purchase. Please feel free to reach out if you have any additional questions.

Sincerely,

Corey Padrutt
MTech Company
(330) 807-5826
cpadrutt@mtechcompany.com

Item Description	Req By	Account #	R N	Est Life	Dept Priority	Method of Funding: Approp	Act 99	Grant	Bonds	Dept Req Est Cost	Manager Revisions	Budgeted Cost
PUBLIC IMPROVEMENT FUND												
	DMS	445-770 -977.000	N	5	1	X				-	-	-
PUBLIC IMPROVEMENT FUND TOTAL										-	-	-
WATER & SEWER FUND												
Lead & galvanized service line replacement program	DMS	592-261 -818.000	R,N	4	1	X				50,000	-	50,000
Utility patch repair	DMS	592-261 -818.000	R	5	1	X				50,000	-	50,000
Replace construction/safety barricades	DMS	592-261 -818.000	R	10	2	X				25,000	-	25,000
Replace isolation valves (valve, structure, pipe & connections)	DMS	592-261 -818.000	R	10	1	X				60,000	-	60,000
Replace fire hydrants	DMS	592-261 -818.000	R	10	1	X				20,000	-	20,000
Subtotal										**205,000**	-	**205,000**
Water Portion of Road Project 2026												
Wilcox water main engineering	DMS	560-588 -818.406	R	50	1	X				18,000	-	18,000
Riverside Comfort Station water system upgrades-engineering	DMS	560-588 -818.406	R	50	1	X				24,300	-	24,300
Water main replacement under active railroad crossings	DMS	560-588 -818.406	R	50	1	X				20,000	-	20,000
Lead service line replacement-engineering	DMS	560-588 -818.406	R	50	1	X				15,000	-	15,000
Road preventative maintenance- topographic survey	DMS	560-588 -818.406	R	50	1	X				12,500	-	12,500
Road preventative maintenance- construction management	DMS	560-588 -818.406	R	50	1	X				2,500	-	2,500
Riverside Comfort Station road reconstruct-construction	DMS	560-588 818.450	R	25	1	X				270,000	-	270,000
Lead service line replacement-construction	DMS	560-588 818.450	R	25	1	X				200,000	-	200,000
Water Subtotal of Road Plan 2026										**562,300**	-	**562,300**
Sewer Portion of Road Project 2026												
Hines Ct - sewer improvements-engineering	DMS	560-589 -818.406	R	10	1	X				20,000	-	20,000
Sanitary sewer manhole repairs	DMS	560-589 -818.406	R	10	1	X				20,000	-	20,000
Road preventative maintenance - topographic survey	DMS	560-589 -818.406	R	25	1	X				12,500	-	12,500
Road preventative maintenance - construction management	DMS	560-589 -818.406	R	25	1	X				2,500	-	2,500
Hines Ct - sewer improvements-construction	DMS	560-589 -818.406	R	25	1	X				200,000	-	200,000
Sewer Subtotal of Road Plan 2026										**255,000**	-	**255,000**
WATER / SEWER FUND TOTAL										**1,022,300**	-	**1,022,300**
EQUIPMENT FUND												
Body camera/in-car video system	POL	661-000 -977.301	R	5		X				175,000		175,000
Salt Truck 8-10yd, GMC 8500 MY'01 replace with Swaploader DMS 121	DMS	661-000 -141.500	N	15	1	X				350,000		350,000
Salt Truck 8-10yd, GMC 8500 MY'0p replace with Swaploader DMS 122	DMS	661-000 -141.500	N	15	1	X				350,000	(350,000)	-
ATTACH - Swaploader Leaf Vac Body (Replace T-vac (DMS 147)	DMS	661-000 -141.500	N	15	1	X				200,000		200,000
Sewer Cleaner - Vactor 2100i/Freightliner 113SD MY'22 (DMS-22-137	DMS	661-000 -141.500	N	15	1	X				600,000		600,000
Replace 2-way Radio system(UHF/VHF/800mHZ)	DMS	661-000 -141.500	N	15	1	X				50,000		50,000
Hearing Protection & Safety Communication System -Sonetics	DMS	661-000 -141.500	N	15	1	X				7,500	(7,500)	-
EQUIPMENT FUND TOTAL										**1,732,500**	**(357,500)**	**1,375,000**

THE CAMEL MAX SERIES

COMBINATION SEWER CLEANERS



The **Most Versatile** Combo In The Market.

Super Products®

The Camel Max Models



CAMEL 900
(Dump Unloading)

- Debris Body: 9 yards
- Vacuum Blower: 3600-5500 cfm
- Water Capacity: 1000 gallons
- Unloading: Dump
- Height: 11' 6" (approximate)

Available in 2 Different Configurations



CAMEL 1200
(Dump or Eject Unloading)

- Debris Body: 12 yards
- Vacuum Blower: 3600-5500 cfm
- Water Capacity: 1500 gallons
- Unloading: Dump or Eject
- Height: 11' 9" (approximate)



CAMEL 1600 NEW
(Eject Unloading)

- Debris Body: 16 yards
- Vacuum Blower: 3600-5500 cfm
- Water Capacity: 2000 gallons
- Unloading: Eject
- Height: 11' 9" (approximate)

Dump or Eject Unloading



DUMP UNLOADING:
Available in the 900 & 1200 models

The dump unloading system raises the body up to a 50° angle and gravity removes the debris. The unit still maintains a low center of gravity for increased stability.



EJECT UNLOADING: SAFETY PERFORM
Available in the 1200 & 1600 models

The eject unloading system is the industry's safest and most efficient removal of debris. The body raises to an 10° angle and the ejector plate pushes out debris. It also contains the **only true dewatering system on the market**.

Camel Max Series Standard Features

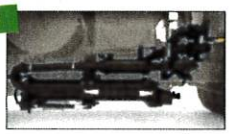
Standard Features

FRONT-MOUNTED HOSE REEL SAFETY



- 270° rotation, 180° rotation fully retracted
- Capable of 1000' of 1" diameter sewer hose
- Extends 18"

ADVANCED WATER PUMP ECO



- Most Fuel Efficient System on the Market
- Pressure Sensing, Double Acting, Single Piston Pump, Powered by Pressure & Flow Compensating Hydraulic System
- Designed Capacity of 100 gpm and 3000 psi

PRECISION CONTROLS PERFORM



- Ability To Run Water Pump With or Without Vacuum
- LED Panel Lights Enables Readability in All Environments
- Onboard Visual Trouble Shooting. No Computer Needed.

WATER PUMP SLEEP MODE

- Automatic pump sleep mode improves efficiency and prevents heat buildup by pausing during no flow and instantly restarting when needed. PERFORM NEW

Additional Standard Features

Category	Features
SAFETY	1. Backup Camera 2. Body Up Alarm 3. Boom Up Alarm 4. Debris Body Safety Prop 5. Safety Cones 6. Sewer Hose Containment Shield 7. Tailgate Alarm 8. Tailgate Safety Props
Debris Body	1. Centrifugal Cyclone Separator: 44,000 in^3 PERFORM 2. Exterior Tank Front Mounted Level Gauge 3. Industrial Powder Coat Finish 4. Internal Debris Tank Flush Out System 5. Quick Release Door less than 30" off the ground 6. 1/4" Thick Debris Body EXTEN Steel Construction
Vacuum System	1. Hot Shift Transfer Case 2. Positive Displacement Blower 3. Vacuum Blower: 3600-5500 cfm PERFORM
Water System	1. Air Purge 2. Antifreeze System 3. Dual Nitrogen charge Accumulators 4. Dual Hydraulic Cooling 5. Water Tank; rotationally molded, non-cross linked, polyethylene, recyclable ECO
Boom System	1. 8" Hydraulic Boom with 8' Hydraulic Extension 2. 1000 lb Boom Lifting Capacity 3. 217° of Rotation 4. Tube Storage, Back of Cab
Tailgate	1. Adjustable Hydraulic Wedge Pins (4) 2. Hydraulic Powered Tailgate
Additional Features	1. Single Engine Design ECO

Optional Features

Options available on all models

Category	Features
ACCULEVEL® Load Sensor System PERFORM	The ACCULEVEL is the only system that allows you to visually measure liquids or solids in the debris body from the control panel.
Hydro Excavation Package PERFORM	Adding the Hydro Ex package will give you the power to clean sewer lines and dig holes with the same machine. This includes water handgun, dig tube, nozzle, tailgate tube rack, and other accessories.
Additional Optional Features	1. Fully Automatic Powered Level Wind 2. High Dump (1200 models) 3. Hose Reel Tensioning 4. Hydrant Fill with Auto Shut Off 5. Lighting Packages SAFETY 6. Multiple Chassis Configurations 7. Signboards 8. Splash Shield SAFETY 9. Super Boom NEW 10. Tailgate Tube Rack 11. Tool Boxes 12. Trash Pump 13. Wastewater Recycle (1200 & 1600 models) ECO 14. Water Heater: 420,000 btu/hr 15. Winter Recirculation 16. Wireless Remote

Wastewater Recycle (Optional)

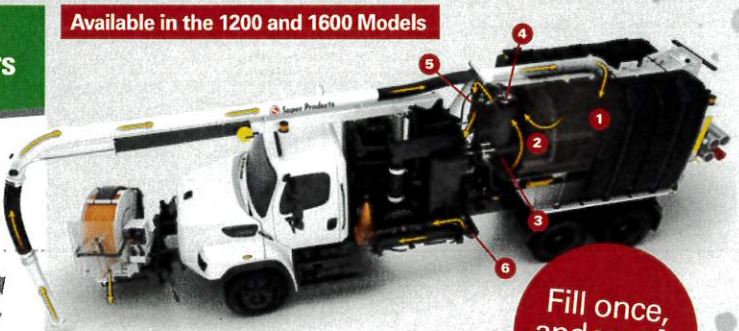
Super Products' wastewater recycling system enables operators to clean sewers without the use of fresh water.

SAVE WATER — Clean 3,000 feet of pipe a day; **SAVE 60,000 GALLONS** of water per week!

SAVE TIME — Longer onsite performance; **CLEAN 78% MORE** pipe per day!

This equates to **2 EXTRA WORK DAYS!**

Available in the 1200 and 1600 Models



ECO

Fill once, and **work all day!**

The Best Solution For Wastewater Recycling

1. **Debris Tank:** Initial separation takes place as debris enters
2. **Ejector Plate:** Small clearances and passages allow liquids to pass to the bulkhead side, holding solids on the tailgate side
3. **Recycling Water Reservoir:** Controls water level on filter screen
4. **Stainless Steel Wedge Wire Filter:** Self-cleaning and oscillating
   a. Constant low pressure spray bar uses recycled water to externally clean the screen
   b. Intermittent high pressure spray bar uses fresh water to internally clean the screen
5. **Cyclone Separator:** Removes particles from the liquid
   a. Includes an automatic continuous discharge of particles back into the debris body
6. **Y-Strainer with Stainless Steel Element:** Filters the liquid prior to the high pressure water pump

Super Boom™ (Optional) NEW



Features & Specifications

- 8" Diameter Boom Hose
- 15' Payout PERFORM
- 10' Telescopic
- 17-27' Reach PERFORM
- 180° Rotation
- SuperGrip™ Hose Drive PERFORM
- Retracts out of Driver's View SAFETY
- Reduces/eliminates the need to attach additional dig tubes PERFORM SAFETY

Sourcewell Awarded Contract
Contract# 101221-SPL

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*Disclaimer: Product photos may include standard and/or optional features

0126

RESOLUTION

The following Resolution was offered by Comm. _____ and seconded by Comm. _____.

WHEREAS The City of Plymouth operates sanitary and storm sewer systems that require routine and emergency cleaning and maintenance; and

WHEREAS The Department of Municipal Services relies on a combination sewer cleaning and hydro excavation truck for sewer cleaning, water main and hydrant repairs, hydro excavation and other routine infrastructure maintenance; and

WHEREAS The City's current 2022 Vactor 2100i is approaching the end of the City's traditional five-year replacement cycle, and replacement of the vehicle is included in the FY 2026-27 Capital Improvement Plan; and

WHEREAS Following an evaluation of available equipment, operational demonstrations and long-term costs, the Department of Municipal Services determined that the Super Products Camel Max 1200 Series Combination Sewer Vacuum Truck offered by MTech provides the best overall value to the City; and

WHEREAS The purchase price of $670,451.28 is reduced by a Sourcewell discount of $33,522.56, an additional MTech discount of $65,000 and a $300,000 trade-in allowance for the City's existing truck, resulting in a net cost to the City of $271,928.72.

NOW THEREFORE BE IT RESOLVED THAT the Plymouth City Commission authorizes the purchase of a 2027 Super Products Camel Max 1200 Series Combination Sewer Vacuum Truck, including the Arctic Package and other equipment identified in the proposal, from MTech Co. through the Sourcewell National Cooperative Purchasing Program.

BE IT FURTHER RESOLVED THAT the City Commission authorizes the trade-in of the City's existing 2022 Vactor 2100i for $300,000, resulting in a net City expenditure of $271,928.72, with funding from the FY 2026-27 Equipment Fund Capital Improvement Plan.

Administrative Recommendation

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: *S:\Manager\Porman Files\Memorandum - Authorization to Purchase Trimble Unity Maintain Software and Implementation - 09-08-26.docx*
Date: September 3, 2026
RE: Authorization to Purchase Trimble Unity Maintain Software & Implementation

Background

Over the past several years, the Department of Municipal Services (DMS) has seen a significant increase in regulatory and reporting requirements from the State of Michigan, Wayne County and other agencies. These include expanded stormwater inspections and reporting, cross-connection documentation, additional drinking water sampling and other infrastructure monitoring requirements.

At the same time, the City's current BS&A Work Order system has become increasingly limited for managing this work. While BS&A continues to serve many of the City's financial and administrative needs, its work order system has limited integration with the City's Geographic Information System (GIS). This requires staff to spend considerable time manually compiling information for inspections, maintenance, regulatory reporting and long-term infrastructure planning. As regulatory agencies place greater emphasis on documenting routine inspections, maintenance and operational activities, a GIS-based asset management system provides a more efficient way to collect, maintain and report this information.

The City has invested significantly in its GIS over the past several years, converting paper maps, drawings and infrastructure records into digital information. The next step is to better connect that information with DMS's day-to-day operations, allowing work performed in the field to be directly tied to the City's infrastructure and asset records.

DMS has also spent several years researching asset management software and reviewing practices used by other communities. Through conversations and collaboration with municipal colleagues throughout Metro Detroit and beyond, staff has found that many communities are successfully using Trimble Unity Maintain, formerly Cityworks, for similar operations. Cityworks is widely used throughout southeast Michigan, including Plymouth, Northville, Canton, Van Buren, Waterford and Bloomfield townships, as well as Livonia, Novi, Farmington Hills, Troy, Auburn Hills, Ann Arbor, Allen Park and Monroe.

Based on that research, Administration is recommending Trimble Unity Maintain as the City's computerized maintenance and asset management system. Cityworks is built around GIS and allows staff to manage work orders, service requests, inspections, preventative maintenance and individual asset histories in one system. It will also improve regulatory reporting and provide better information for budgeting, maintenance planning and future capital improvements.

The initial implementation would focus on drinking water, sanitary sewer, stormwater and cemetery operations. The system can then be expanded to streets, sidewalks, signs and signals, trees, parks, playgrounds, public buildings, vehicles and other City assets.

Trimble Unity Maintain/Cityworks is proprietary software and is therefore being treated as a sole-source software purchase. Implementation will include integrating the software with the City's existing GIS, developing City-specific workflows and configuring the system for DMS operations.

Administration is recommending RitterGIS of Livonia for implementation and ongoing support. RitterGIS has previously worked with the City to convert and update tax maps and assessing information into GIS format and, through that work, has become familiar with Plymouth's GIS environment and data. RitterGIS also has extensive experience implementing and supporting Cityworks for municipal clients throughout Metro Detroit, including a number of the communities DMS consulted during its research. This combination of Cityworks experience and familiarity with Plymouth's existing GIS allows the City to build upon work already completed rather than beginning with a consultant unfamiliar with our systems and infrastructure.

Recommendation

Administration recommends that the City Commission authorize the purchase and implementation of Trimble Unity Maintain as the City's computerized maintenance and asset management system, including the following one-time and recurring costs:
$10,000 one-time to RitterGIS for Workflow Application Development.
$30,000 one-time to RitterGIS for implementation and setup of Trimble Unity Maintain.
$19,890 annually to Trimble Inc. for Trimble Unity Maintain Software-as-a-Service (Year 1).
$1,500 annually to ESRI for ArcGIS Pro Software-as-a-Service (Year 1).
$5,000 annually to RitterGIS for Hosted Web Form Integration (Year 1).
Not to exceed $4,800 per month to RitterGIS for technical assistance, operational support, maintenance, integration and training.

Funding for these purchases is included in the FY 2026-27 budget within Contractual Services across several funds: General Fund, $14,000; Major Streets, $7,500; Local Streets, $2,500; Solid Waste, $15,000; Water/Sewer, $35,000; and Equipment, $5,000.

The new system will provide DMS with a more effective way to document its work, meet regulatory reporting requirements and manage the City's infrastructure. It will also reduce duplicate data entry, provide staff with better access to current asset information and strengthen the City's ability to plan maintenance and prioritize future capital improvements.

Department of Municipal Services

1231 Goldsmith, Plymouth, MI 734-453-7737 dms@plymouthmi.gov

Date: September 1, 2026
To: Chris Porman, City Manager
From: Adam Gerlach, Deputy Director of Municipal Services
Re: Trimble Unity Maintain (fka Cityworks) Software & Implementation

Background:

New and Expanded Regulatory Requirements

Over the past several years, the Department of Municipal Services has experienced a significant increase in administrative and regulatory requirements from the State of Michigan, Wayne County, and other governing agencies.

The City's recently renewed stormwater discharge permit is one example. The new permit requires increased public education, more detailed activity tracking, more frequent inspections of creeks, drains, and storm sewers, additional water-quality sampling, and annual reporting of the City's stormwater and water-quality activities.

Other expanded requirements include:

- Enforcement and documentation of the residential cross-connection control program;
- Additional drinking water sampling with shorter reporting timelines;
- Licensing requirements for staff responsible for stormwater and sanitary sewer systems; and
- Increased County requirements for monitoring, inspecting, maintaining, and reporting on public and private stormwater systems.

These requirements have substantially increased the amount of information Municipal Services must collect, maintain, and report.

Limitations of the Current System

Municipal Services currently manages much of its daily work through the BS&A Work Order system. While BS&A provides a basic database for organizing work orders, it is increasingly difficult to use for regulatory reporting, asset maintenance, inspections, and long-term infrastructure management. BS&A is part of the City's broader cloud-based software suite used for functions such as payroll, taxes, and permitting. However, its work order system has limited integration with the City's Geographic Information System (GIS). As a result, staff must spend considerable time compiling and organizing information needed to meet State and County reporting requirements.

Regulatory agencies have consistently emphasized the importance of documenting routine inspection, maintenance, and operational activities. A GIS-based asset management system provides a more efficient way to create and maintain that documentation.

GIS and Asset Management

Municipal Services, with assistance from Wade Trim and other engineering/planning partners, has spent several years developing the City's GIS by converting paper maps, drawings, and records into digital information. The goal is to create a reliable, accessible, and accurate source of information for all City-owned infrastructure and other assets.

The GIS currently supports some day-to-day operations but is not yet comprehensive enough to efficiently support all County, State, and Federal reporting requirements. A computerized maintenance management system (CMMS) integrated directly with GIS would allow the City to connect each asset with its inspection, maintenance, repair, and work history. Under this approach, resident service requests can be logged and assigned to specific assets, work can be scheduled and prioritized, and labor, equipment, and materials can be tracked in one system.

Proposed Trimble Unity Maintain (Cityworks) System

Municipal Services has evaluated and tested asset management practices and systems used by other communities in southeast Michigan for more than a decade. This research has demonstrated the operational value of combining GIS with a comprehensive asset and work management system.

Trimble Unity Maintain, commonly/previously known as Cityworks, is a GIS-centric asset management and work order platform designed specifically for municipal and utility operations. The system can be used to:

- Manage and track work orders and service requests;
- Schedule and document inspections and preventive maintenance;
- Maintain inspection, repair, and maintenance histories for individual assets;
- Track labor, equipment, and materials;
- Generate standardized regulatory and operational reports; and
- Provide information for budgeting and capital planning.

Cityworks is cloud-based and accessible to both office and field staff through a standard internet browser, allowing employees to access and update asset information when and where the work is being performed.

The system is used by numerous Michigan communities, including Plymouth Township, Northville Township, Canton Township, Van Buren Township, Waterford Township, Bloomfield Township, Livonia, Novi, Farmington Hills, Troy, Auburn Hills, Ann Arbor, Allen Park, and Monroe. The Cityworks configuration proposed through RitterGIS is also used by thousands of municipalities and utility authorities nationwide.

Municipal Services has seriously considered Cityworks previously but did not move forward primarily because of cost. Given the continued growth in regulatory requirements and the limitations of the existing work order system, staff believes the operational and compliance benefits now justify the investment.

Implementation

The initial phase of setup and implementation would focus on the City's infrastructure systems: Drinking Water Distribution, Sanitary Sewer, and Stormwater Drains; as well as Cemetery operations.
The system will then be expanded to other City assets and operations, including streets, signs/signals, trees, sidewalks, parks, playgrounds, public buildings, and vehicles.

Implementing Cityworks will provide Municipal Services with a single GIS-based system for managing assets, scheduling crews, documenting work, noting calls for service, responding to resident requests, and meeting regulatory reporting requirements. It will also support the City's goals of maintaining sustainable infrastructure, improving operational efficiency, and managing public resources responsibly.

As you are aware, the City has previously partnered with RitterGIS to update our tax maps and assessing data to GIS format (at the time, an additional State regulatory requirement). Through their success with that project, RitterGIS demonstrated their extensive knowledge and unique ability to seamlessly translate traditional paper-based operations into digital GIS format. RitterGIS has successfully implemented Cityworks for several municipalities across Metro Detroit; they have provided a proposal to implement Cityworks, integrate GIS, develop workflows, and support operations.

The attachments include the detailed proposal from RitterGIS, web hosting agreement from RitterGIS, software agreement for Trimble Unity Maintain, and background information about Cityworks/Trimble Unity Maintain.

Recommendation

Administration recommends that the City Commission authorize the purchase and implementation of Trimble Unity Maintain as the City's computerized maintenance and asset management system. We further recommend the City Commission authorize the following one-time purchases, recurring annual purchases, and recurring monthly purchases as detailed:

- One-time purchase of Workflow Application Development from RitterGIS of Livonia, MI in the amount of $10,000.00.
- One-time purchase of Implementation and Setup of Trimble Unity Maintain from RitterGIS of Livonia, MI in the amount of $30,000.00.
- Recurring annual purchase of Trimble Unity Maintain Software-as-a-service from Trimble Inc. of Westminster, CO in the amount of $19,890.00 (year 1).
- Recurring annual purchase of ArcGIS Pro Software-as-a-service from ESRI of Redlands, CA in the amount of $1,500.00 (year 1).
- Recurring annual purchase of Hosted Web Form Integration (Workflow Applications) from RitterGIS of Livonia, MI in the amount of $5,000.00 (year 1).
- Recurring monthly purchase of Hours-based services for technical assistance, operational support, maintenance, integration, and training from RitterGIS of Livonia, MI in the amount not to exceed $4,800.00.

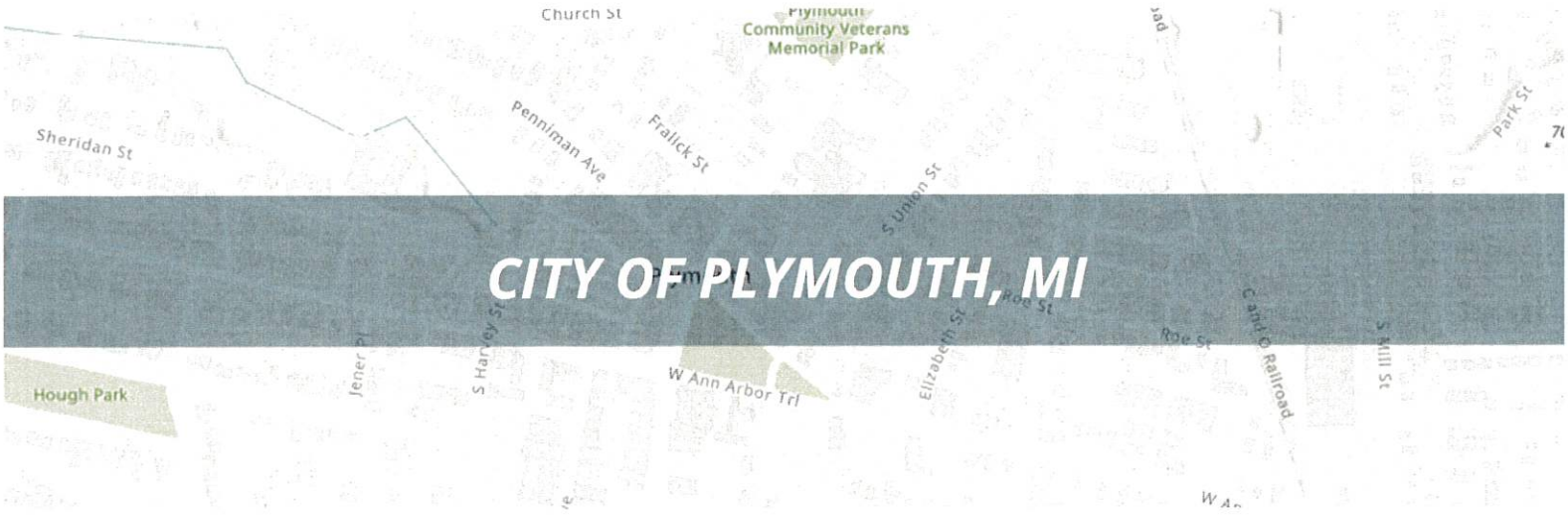
The funding for these purchases are covered in the 2026-2027 budget in the Contractual Services line items under the following funds: General (City Hall Maintenance, DMS Admin, DMS Services DDA, Cemetery Maintenance, Parks & Public Property) = $14,000.00; Major Streets (Admin, Routine Maintenance) = $7,500.00; Local Streets (Admin, Routine Maintenance) = $2,500.00; Solid Waste = $15,000.00; Water/Sewer (Admin, Sewer Mains, Water Mains) = $35,000.00; Equipment = $5,000.00.

The new system will improve documentation and regulatory reporting, reduce duplicate data entry, provide staff with better access to current asset information, and strengthen the City's ability to plan maintenance, prioritize capital improvements, and manage public infrastructure efficiently.

Should you have any questions, please feel free to contact me.

RITTER GIS

17199 N. LAUREL PARK DR. STE. 412
LIVONIA, MI 48152
WWW.RITTERGIS.COM
734.203.7001



CITY OF PLYMOUTH, MI

PROPOSAL

TRIMBLE UNITY MAINTAIN IMPLEMENTATION SERVICES

PREPARED FOR: CITY OF PLYMOUTH, MI

DESCRIPTION: IMPLEMENTATION, GIS INTEGRATION, INTERNAL WORKFLOW APPLICATION & OPERATIONAL SUPPORT

PROJECT NO: 2026-1504-001

DATE: AUGUST 13, 2026

Mr. Athanasios (Tom) Alexandris
Director of IT/HR
City of Plymouth, MI
201 S. Main, Plymouth, MI 48170

RITTER GIS

Thursday, August 13, 2026

PROPOSAL: QUOTATION REQUEST FOR CITYWORKS/TRIMBLE UNITY SERVICES

Ritter GIS, Inc. is pleased to provide this proposal to support the City of Plymouth's implementation of Trimble Unity Maintain, including GIS integration, mobile operational workflows, internal workflow application support, and operational modernization services.

Our team will act as an extension of city staff, providing responsive technical support, system enhancements, and strategic guidance. Our goal is to deliver a sustainable operational platform that supports long-term infrastructure management, compliance initiatives, and efficient day-to-day operations.

Why Ritter GIS

This implementation is structured around a flexible monthly professional services model that allows the City to prioritize implementation activities while maintaining budget predictability and operational flexibility throughout deployment.

Ritter GIS Inc. is a full-service GIS and Asset Management consulting firm founded in 2007. Our experience is rooted in direct work with local governments, utilities, and engineering organizations, allowing us to deliver practical and sustainable solutions tailored to municipal operations.

- Trimble Gold Level Partner with extensive Trimble Unity Maintain (Respond) expertise
- 20+ years experience in GIS and asset management systems
- 35+ active municipal clients supported nationwide (19 located in Michigan)
- Extensive experience with Cityworks support and migrations
- Michigan-based team with strong local government focus

Please contact us with any questions you may have, or if you require additional information.

Sincerely,

Doug M Ritter, GISP | Executive Officer / Owner
Doug@RitterGIS.com | 734.203.7001

ABOUT US

RITTER GIS

Ritter GIS is a privately owned technology firm founded in 2007. Our dedicated team focuses explicitly on the consulting, design, and implementation of Trimble Asset Management (AMS), and ESRI Geographic Information Systems (GIS).

With our established strategic partnerships, we continually train and educate our team with new technologies and practical adaptation for our client's environment. We partner with numerous local/county organizations, regional entities, and private firms to pursue a collaborative partnership to ensure successful and effective solutions.

Experienced and Proven

esri Partner Network Member

ArcGIS System Ready Specialty

ArcGIS Marketplace Provider

We have been an established partner with ESRI since 2014, and our team has extensive experience deploying GIS-Centric solutions. With our local government solution-first strategy, we have assisted many communities establish, develop, and maintain successful enterprise GIS programs. Our team is trained, and we are flexible to provide service based, project specific, or full GIS administration.

Our team has experience working with Trimble since 2003, and we have been an established partner since 2014. Ritter GIS is a leading implementation partner for Trimble Unity Maintain and we have retained a Gold Level Partnership since 2016. We have successfully completed 27 Implementations, and currently support 35+ sites throughout Michigan, Indiana, California, Illinois, and Nevada.

Cityworks

Our Core Principles

VISION

To inspire and promote success with spatial applications.

MISSION

To develop enterprise applications with a collaborative partnership network.

GOALS

- **Quality:** We provide dedicated services to achieve premium value for our clients.
- **Integrity:** We uphold the highest standards of integrity in all our actions.
- **Commitment to Success:** We develop relationships with our clients to deliver sustainable solutions.

Project Personnel

Ritter GIS provides an experience-based team that will support all components of the project. Our project management team includes 3 certified GIS Professionals (GISP) and all have an extensive background working with multiple local government agencies. Collectively, we have over 100 years of GIS and Asset Management experience that we leverage to streamline projects and complex initiatives.

Most of the technical resources assigned to this project have been with our firm for 10+ years. We have collaborated successfully with in-office, hybrid, and fully remote environments.

NAME / TITLE	YEARS EXPERIENCE	CERTIFICATIONS	ROLE
Kenneth J. Oetzel, GISP **Operations Manager**	**GIS: 22** **Trimble: 18** **GPS: 22**	**Certified GIS Professional** **Trimble Unity Administrator** **NASSCO Certified**	**Project Manager**
Paul Ritter, GISP **GIS Specialist**	**GIS: 14** **Trimble: 6**	**Certified GIS Professional**	**Lead Analyst**
Jason Kline **GIS/AMS Analyst**	**GIS: 12** **Trimble: 7** **GPS: 12**	**NASSCO Certified, Respond, Storeroom**	**Technical Developer**
Doug Ritter, GISP **Executive Officer**	**GIS: 22** **Trimble: 20** **GPS: 22**	**Certified GIS Professional** **Trimble Unity Administrator**	**Client Solutions Manager**

More information and individual resumes can be provided upon request.

Our team members retain extensive experience deploying asset management solutions as outlined in this scope of work. We can provide specific & relatable experience as we have implemented and/or support the following sites:

Schaumburg, IL	Arlington Heights, IL	City of Westland, MI
City of Allen Park, MI	City of Livonia, MI	Northville Township, MI
Schaumburg Parks, IL	City of Romulus, MI	City of Lincoln Park, MI
Village of Mundelein, IL	City of Bay City, MI	Van Buren Township, MI
Bay County RC, MI	Marina Coast Water, CA	Plymouth Township, MI
Jurupa CSD, CA	Las Vegas Parks, NV	City of St. Joseph, MI
Wayne County, MI	Genesee County DC, MI	Livingston County DC, MI
City of Belleville, MI	Village of Grand Blanc, MI	City of Des Plaines, IL

PROJECT PLAN

Scope of Work

Implementation Overview

The City of Plymouth requires a modern GIS-centric asset management platform capable of supporting operational workflows, infrastructure documentation, inspection management, mobile field activities, and long-term operational planning.

Our experience supporting both Cityworks and Unity Maintain environments allows us to identify risks early and design a transition that minimizes rework and maximizes long-term system value. In addition to reactive support, we continuously evaluate system usage and recommend improvements to enhance efficiency, data quality, and user adoption.

- Trimble Unity Maintain configuration
- GIS integration and data alignment
- Work order and inspection workflows
- Mobile/GPS-enabled field operations
- Dashboard and reporting configuration
- Operational workflow development
- Internal workflow application integration
- User training and knowledge transfer
- API and integration review
- Compliance documentation support

Operational Configuration & Deployment

The transition from Cityworks to Trimble Unity Maintain represents an opportunity to modernize operations and improve usability. Ritter GIS approaches implementation as an incremental process, ensuring continuity while progressively building and validating the new operational environment. We leverage experience across both platforms to translate workflows and data structures into an optimized future-state system.

- Workflow evaluation and gap analysis
- Data review, cleanup, and migration planning
- System configuration and environment setup
- Development of test site for validation
- End-user training and transition support
- User Interface and Layout Configuration

Discovery and Planning:

The discovery phase is the foundation of a successful implementation. Ritter GIS will work directly with city staff to document workflows, identify challenges, and define requirements. This ensures the system reflects real-world usage and supports operational efficiency.

This phase also identifies improvements early, allowing the City to streamline workflows and improve operational efficiency throughout implementation.

- Departmental workshops and workflow documentation
- Review of forms, reports, and data sources
- Identification of gaps and inefficiencies
- Development of system design framework

Reporting and Analytics

Ritter GIS will develop reporting and dashboard solutions that provide clear visibility into operations, resource allocation, and trends. Our focus is on practical tools actively used by staff and management to support decision-making.

- Operational and management reporting
- Dashboard configuration and deployment
- KPI tracking and performance metrics
- Data-driven decision support tools
- Review existing reports and migrate to ActiveReports

Training and Knowledge Transfer

Training is integrated throughout the engagement rather than treated as a final step. Our approach emphasizes hands-on, role-based training using real data and workflows.

We focus on a train-the-trainer model to ensure long-term sustainability and internal ownership.

- Role-based user training sessions
- Hands-on system walkthroughs
- Custom documentation and guides
- Ongoing support and refresher sessions
- Hands-on field workflow training
- Unity Maintain administration training

Engagement Model (Hours-Based Services)

All services will be delivered under a flexible, hours-based model. This allows the City of Plymouth to control priorities, budget, and level of effort while adapting to changing needs.

This model ensures transparency, efficiency, and alignment with real-time priorities.

- No fixed scope or rigid deliverables
- Client-driven priorities aligned with operational needs
- Flexible scheduling and resource allocation
- Monthly invoicing with detailed time tracking

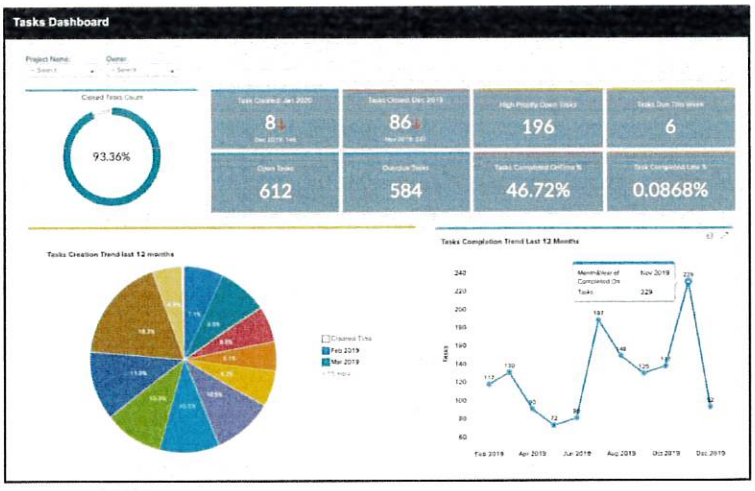
Example Implementation Milestones

Ritter GIS understands the value of community within the project team and works hard to consider all the users own experiences before finalizing a development plan. Before any work may begin, an agreement on tasks and schedule will be finalized.

As part of the communication plan, Ritter GIS will be utilizing the web-based project management software ZOHO. Key stakeholders will have access to monitor progress on agreed upon tasks in real time. This will ensure project deadlines are understood and met by all parties. Any adjustments to tasks or schedule will be reflected in ZOHO while communicated out to the project team according to the approved protocol in the communication plan.

Services will be prioritized collaboratively with City staff to align with operational needs, implementation readiness, and budget objectives.

- Project Kickoff
- Discovery & Workflow Documentation
- GIS Integration & Data Alignment
- Unity Maintain Configuration
- Cemetery Pilot Deployment
- Internal Workflow Application Setup
- Test Environment Review
- User Training & Validation
- Production Deployment
- Go Live
- Post-Implementation Support



The tasks and schedule for this proposal are based on best known conditions.

Cost Schedule

All services shall be completed at the rate schedule below.
MONTHLY INVOICE TOTAL (NOT TO EXCEED): $4,800

SITE DESIGN AND INITIAL SETUP ESTIMATED: $30,000

2026 Rate Schedule:

Resource	Rate	Description
Executive Program Manager / Senior Solutions Architect	$235	Executive leadership with 15+ years of experience providing program oversight, senior application development, system architecture, and accountability for delivery.
Senior GIS Professional (GISP / Permit Specialist)	$195	Certified GIS Professional (GISP) or Senior Permit Specialist with 10+ years of experience providing senior technical authority, permitting and business process expertise, workflow design, and advanced troubleshooting.
Senior GIS & Asset Management Analyst	$165	Senior subject matter expert with 8–10+ years of experience leading complex GIS and asset management implementations, advanced analysis, solution design, and mentoring analysts.
GIS & Asset Management Analyst II	$145	Experienced analyst with 5–8 years of experience providing independent system configuration, analysis, reporting, and client-facing implementation support.
GIS & Asset Management Analyst I	$130	Analyst with 3–5 years of experience supporting system configuration, spatial analysis, reporting, testing, training, and implementation activities under senior guidance.
GIS & Asset Management Technician II	$95	Data development and maintenance specialist with 5+ years of experience performing QA/QC, validation, and production support.
GIS & Asset Management Technician I	$85	Data development and production support with less than 5 years of experience performing basic editing, cleanup, and validation tasks.

Monthly invoices will include a list of the detailed services based on the hourly rate chart (Payment terms Net 30). Additional services may be added with written approval from both parties.

*Note: Proposal does not include the estimated $1,500 for additional required ESRI user licensing.

Either Party may terminate this Agreement at any time and on any date, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing. The client shall pay only the balance of any outstanding accounts for work performed by Ritter GIS.

AUTHORIZATION

This Agreement shall be effective commencing upon execution and shall remain in effect for a period of four (4) years unless terminated in accordance with the provisions outlined herein.

Monthly invoices on the 1st of each month will include a list of the detailed services based on the hourly rate chart (Payment terms Net 30). Additional services may be added with written approval from both parties.

IN WITNESS WHEREOF, the parties hereto have executed this contract to be effective on the date first written above.

CITY OF PLYMOUTH, MI

_____

NAME:_ _____

DATE:_____

_____

NAME:_ _____

DATE:_____

WITNESS

_____

NAME:_ _____

DATE:_____

_____

NAME:_ _____

DATE:_____

RITTER GIS, INC | WAYNE COUNTY, MI

Doug Ritter

_____

NAME: DOUG RITTER, GISP

DATE: AUGUST 13, 2026

WITNESS

_____

NAME:_ _____

DATE:_____

ADDENDUM #1: APPLICATION TERMS AND CONDITIONS

Last Updated: February 1, 2025

1. Introduction

These General Terms and Conditions ("Agreement") govern the use of any and all applications ("Service") provided by Ritter GIS Inc. an S-Corp that was incorporated in Wayne County, Michigan ("Provider," "we," "our," or "us"). By accessing or using the Service, you ("Customer," "you," or "your") agree to comply with and be bound by the terms of this Agreement.

2. Access to the Service

2.1 Grant of License

Provider grants you a non-exclusive, non-transferable, and revocable license to access and use the Service subject to the terms and conditions of this Agreement. This license does not grant you any ownership rights in the Service or any of its components.

2.2 Use of Service

You agree to use the Service in accordance with applicable laws, and not to engage in any activity that could harm the Provider, users, or the Service itself.

3. Service Availability and Maintenance

3.1 Availability

We strive to ensure that the Service is available 24/7, but the Service may be temporarily unavailable due to scheduled or unscheduled maintenance, updates, or other technical reasons.

3.2 Maintenance and Downtime

From time to time, we may need to perform maintenance on the Service, which may involve downtime or reduced functionality. We will make reasonable efforts to inform you in advance of any planned maintenance. However, we reserve the right to perform emergency maintenance without prior notice.

3.3 Emergency Maintenance

In the event of unexpected issues that require immediate attention, we may perform emergency maintenance without prior notice. We will strive to restore the Service as quickly as possible.

4. Fees and Payment

4.1 Subscription Fees

The use of the Service is subject to payment of the applicable subscription fees as outlined and agreed upon in writing.

4.2 Payment Terms

You agree to pay the fees for the Service in accordance with the billing cycle selected. Fees are non-refundable except as provided under applicable law or as explicitly stated in this Agreement.

4.3 Late Payments

If any fees are overdue, we may suspend or terminate access to the Service until the outstanding fees are paid in full.

5. Intellectual Property | Ownership of the Service

5.1 Provider's Intellectual Property

You acknowledge and agree that Ritter GIS Inc. (the "Provider") owns all right, title, and interest in and to the Ritter GIS hosted application ("Service"), including but not limited to its software, code, algorithms, user interface, databases, APIs, documentation, and any other proprietary technology related to the Service. All intellectual property rights in the Service are and shall remain the exclusive property of the Provider and its licensors.

6. User Data and Content

6.1 Ownership of User Data

You retain all rights, title, and interest in and to the data and content you upload, input, or create using the Service ("User Data"). By using the Service, you grant the Provider a limited, worldwide, royalty-free license to access, process, and store the User Data for the purpose of providing, maintaining, and improving the Service.

6.2 License to Use User Data

You hereby grant a license to use, display, and analyze the User Data solely for the purposes of operating the Service, fulfilling obligations under this Agreement, and providing support and enhancements related to the Service. The Provider will not use User Data for any other purpose without your explicit consent, except as required by law.

7. Third-Party Software and Integrations

7.1 Third-Party Intellectual Property

The Service may include or integrate with third-party software or services ("Third-Party Software"). The Provider makes no claim of ownership over any Third-Party Software, and all rights to such Third-Party Software are owned by the respective third-party licensors.

7.2 Third-Party Licenses

If the Service includes Third-Party Software that requires a separate license, you will be provided with details regarding the relevant license(s). You agree to comply with the terms of any third-party licenses when using the Service.

8. Restrictions on Use of Intellectual Property

8.1 No Reverse Engineering

You shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, or attempt to derive the source code of the Service, except to the extent that such restriction is expressly prohibited by applicable law.

8.2 No Copying or Redistribution

You shall not copy, reproduce, distribute, transmit, display, or otherwise make available any part of the Service or any related intellectual property, except as expressly permitted by this Agreement or as necessary for your internal use of the Service.

8.3 No Use for Competing Services

You agree not to use the Service or any of the intellectual properties associated with the Service to develop or create a competing service or product.

9. Feedback and Improvements

9.1 Ownership of Feedback

Any suggestions, ideas, or feedback you provide to [Your Company Name] regarding the Service ("Feedback") shall be the exclusive property of the Provider. You hereby assign to [Your Company Name] all rights, title, and interest in and to any Feedback, and the Provider shall have the right to use such Feedback for any purpose, without any obligation to you.

9.2 Improvements

The Provider may make updates, modifications, or enhancements to the Service based on the Feedback or its own development efforts. You acknowledge and agree that the Provider owns all intellectual property rights in any improvements made to the Service.

10. Termination of Rights

10.1 Expiration or Termination

Upon expiration or termination of this Agreement, your right to access and use the Service and any associated intellectual property shall immediately cease. You shall not retain any rights to the Service or its components, except for any rights explicitly granted to you in this Agreement.

10.2 Return of Proprietary Materials

Upon termination, you agree to return or destroy any proprietary materials provided to you by the Provider, including but not limited to documentation, software, or data provided for your use under this Agreement.

11. Confidentiality

11.1 Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" refers to any data, information, or materials, whether oral or written, disclosed by either party to the other party that is designated as confidential or that a reasonable person would consider to be confidential, including but not limited to:

- **Business Information**: Business plans, strategies, marketing strategies, financial data, and proprietary technologies.
- **Customer Data**: Personal data, location data, GIS data, and any other information that users input or store in the Service.
- **Technical Information**: Source code, algorithms, system architecture, design, and configuration details of the Service.

Confidential Information does not include information that:

- Was known by the receiving party prior to disclosure;
- Is or becomes publicly available without breach of this Agreement;
- Is lawfully received from a third party without any obligation of confidentiality;
- Is independently developed by the receiving party without the use of or reference to the disclosing party's Confidential Information.

12. Obligations of Confidentiality

12.1 Non-Disclosure

Both parties agree not to disclose, share, or use Confidential Information for any purpose other than as necessary to perform obligations under this Agreement. Each party agrees to take all reasonable precautions to protect the confidentiality of the other party's Confidential Information, which shall not be less than the level of care used to protect its own confidential information.

12.2 Use of Confidential Information

The receiving party shall use the Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and shall not use such information for any other purpose, including commercial purposes, without the prior written consent of the disclosing party.

12.3 Disclosure to Employees or Contractors

The receiving party may disclose Confidential Information to its employees, agents, or contractors who need to know the information to perform their duties in connection with this Agreement, provided that they are bound by confidentiality obligations no less stringent than those in this Agreement.

12.4 Legal Disclosure

If the receiving party is required by law or court order to disclose any Confidential Information, it shall notify the disclosing party in writing before making such a disclosure, to allow the disclosing party to seek protective measures or object to the disclosure.

13. Return or Destruction of Confidential Information

13.1 Return or Destruction

Upon termination of this Agreement, or upon written request from the disclosing party, the receiving party agrees to promptly return or destroy all copies of Confidential Information in its possession, whether in physical or electronic form, and certify in writing that such return or destruction has been completed.

14. Exceptions

14.1 No License

Nothing in this Agreement shall be construed as granting any license to the receiving party, either express or implied, to use any Confidential Information for any purpose other than as expressly permitted herein.

15. Duration of Confidentiality Obligations

15.1 Confidentiality Period

The confidentiality obligations outlined in this Agreement shall remain in effect for a period of [three (3) years] following the termination or expiration of this Agreement, except with respect to customer data, which shall remain confidential indefinitely.

16. Breach of Confidentiality

16.1 Notification of Breach

Each party agrees to notify the other party immediately upon discovering any unauthorized use or disclosure of Confidential Information. The receiving party shall cooperate with the disclosing party in any efforts to prevent further unauthorized disclosure or use.

16.2 Remedies for Breach

The disclosing party may seek legal remedies, including but not limited to injunctions, damages, and attorneys' fees, in the event of any breach of this confidentiality clause.

17. Data Protection and Privacy

17.1 Data Security

We take reasonable measures to protect your data, but you acknowledge that no system is completely secure. You are responsible for securing your account credentials and for any activities that occur under your account.

18. Termination

18.1 Termination by Customer

You may terminate this Agreement at any time by providing written notice to us. Termination will take effect at the end of the current annual billing cycle.

18.2 Termination by Provider

We may terminate or suspend your access to the Service at our sole discretion if you breach any terms of this Agreement. We will notify you of such termination or suspension, where feasible.

18.3 Effect of Termination

Upon termination of this Agreement, you will immediately cease all use of the Service. Any outstanding fees will remain due and payable.

19. Limitation of Liability

To the maximum extent permitted by applicable law, **Ritter GIS Inc.** shall not be liable for any indirect, incidental, special, punitive, or consequential damages, or for any loss of profit, loss of data, or business interruption, whether in an action in contract, tort (including but not limited to negligence), or otherwise, arising out of or in connection with:

1. **Use or Inability to Use the Service**
   You acknowledge and agree that the application may be subject to outages, interruptions, or delays due to factors beyond our control, such as network issues, server downtime, or other technical limitations, and we are not liable for any damages resulting from such interruptions.
2. **Third-Party Services**
   If the Service integrates with third-party services or software, Ritter GIS Inc. is not liable for the performance, availability, or security of those third-party services, nor for any damages caused by issues arising from third-party services.
3. **Data Loss or Corruption**
   While we implement reasonable measures to protect your data, you understand that data may be lost, corrupted, or deleted due to unforeseen events, and Ritter GIS Inc. will not be liable for any damages, costs, or losses incurred as a result of such events.
4. **Errors, Bugs, or Malfunctions**
   Ritter GIS Inc. does not warrant that the Service will be error-free or uninterrupted. We make no representations regarding the accuracy, reliability, or completeness of the Service, and we shall not be liable for any direct, indirect, or consequential damages resulting from bugs, errors, or malfunctions.
5. **Limit on Liability**
   In any event, Ritter GIS total liability to you under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount of fees you have paid to us for the Service in the [three (3) months] preceding the event giving rise to the liability.
6. **No Liability for Actions of Users**
   Ritter GIS is not responsible for the actions or misuse of the Service by users, including your employees, contractors, or any third parties. You agree to indemnify and hold us harmless from any claims, liabilities, or damages arising out of such misuse.

20. Indemnification

You agree to indemnify, defend, and hold harmless the Provider, its officers, directors, employees, and affiliates from and against any and all claims, liabilities, damages, losses, and expenses arising from your use of the Service, violation of this Agreement, or infringement of third-party rights.

21. Amendments

We reserve the right to amend or update this Agreement at any time. We will notify you of any material changes to the Agreement by posting the updated terms on our website. Your continued use of the Service after such changes constitutes your acceptance of the updated Agreement.

22. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Michigan without regard to its conflict of law principles.

23. Miscellaneous

23.1 Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, relating to the Service.

23.2 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

23.3 Waiver

Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

24. Dependency Acknowledgment

The solutions provided may rely on various third-party systems, services, and dependencies, including but not limited to external APIs, libraries, and local environment configurations. The functionality and performance of the solutions may be affected by changes, updates, or discontinuation of these dependencies. The provider is not responsible for any disruptions, malfunctions, or failures caused by modifications to such third-party components or local system environments.

ORDER FORM

Order Date:	Date of the last signature below
Trimble Entity Name ("Trimble") and Address:	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 US
Customer Entity Name ("Customer") and Address:	Plymouth, MI 1231 Goldsmith Plymouth, MI 48170
Billing Contact Name and E-Mail Address:	Tom Alexandris aalexandris@plymouthmi.gov
Is Customer Tax Exempt? **Is Customer a Public Entity?**	Yes or No Yes or No
Initial Term:	Thirty (36) months from the Order Date
Validity:	This Order Form shall expire on 10/8/2026 (the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form.
Miscellaneous:	** If Purchase orders are issued by Customer, they are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.* Post-Termination Customer Data Extract. Upon termination or expiration of this Agreement, Trimble will retain Customer Data for 90 days (the "Retention Period"). During the Retention Period and upon Customer's written request, Trimble will provide Customer with one (1) extract of all documents and files stored within its instance(s) free of charge via an S3 Bucket or other mutually agreeable format. After the Retention Period, all Customer Data will be sanitized in accordance with NIST 800-88 standards.

Annual Software Subscription:

Software-as-a-Services Product Name	Part Number	Identifier	Quantity	Description	Annual Amount
Trimble Unity Maintain	BN-SB-OPS-TUPM-ES	Elite Package	15 - Authorized Users	See Addendum 1 for Additional Details	$23,250.00
				Discount	**($3,360.00)**
				Total Annual Software Subscription – Year 1	**$19,890.00**
				Total Annual Software Subscription – Year 2	**$23,854.50**
				Total Annual Software Subscription – Year 3	**$25,762.86**

Addendums:

1. Annual Software Subscription Details
2. Trimble General Transaction Terms (the "General Terms")
3. Supplemental Terms for Software and Subscriptions (the "Software Terms")
4. Supplemental Terms for Support and Maintenance (the "Support Terms")

5. Supplemental Terms for Services (the "Services Terms")
6. Supplemental Terms for Hardware (the "Hardware Terms")
7. Supplemental Terms for U.S. Public Entities
8. Availability Service Level Agreement; Data Security and Restoration

TERMS AND CONDITIONS

1. Terms and Conditions. All offerings are made available by Trimble subject to the terms and conditions set forth in this Order and the above referenced Addendums.

2. ***AUTOMATIC RENEWALS. This Order will automatically renew for subsequent 12-month term(s) at then-current pricing, unless either party provides the other with notice of cancellation at least 30 days prior to the expiration of the then-current term.***

3. Payment Terms. All fees are due Net 30 from the date of the Trimble invoice.

- **Annual Software Subscription:** Trimble will invoice:
  - Year 1 in the amount of $19,890.00 upon execution of this Order Form
  - Year 2 in the amount of $23,854.50 upon the 11-month anniversary of the execution of this Order Form, and
  - Year 3 in the amount of $25,762.86 upon the 23-month anniversary of the execution of this Order Form.

4. Annual Price Increase. At each renewal, Trimble has a right to increase the annual fees and Materials Rate (if applicable) by the greater of (a) CPI plus two percent (2%) or (b) eight percent (8%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made.

5. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

6. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

[Signature Page to Follow]

ACCEPTANCE

Accepted and agreed:

CUSTOMER:	**TRIMBLE:**
Signature: _____	Signature: _____
Print Name: _____	Print Name: Carlos Abaunza
Title: _____	Title: Sr. Director, Legal
Date: _____	Date: _____

Addendum #1

Annual Software Subscription Details

Trimble Unity Maintain Elite

Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:

- Admin
- Respond
- Style
- Storeroom Capability
- Workload Capability
- Equipment Checkout Capability
- OpX Projects Capability
- eURL Capability
- Web Hooks Capability
- Web Services Access[1]
- Analytics for Trimble Unity Maintain Capability
- Trimble Unity Field's Maintain Functionality
- OpX Contracts Capability
- OpX Budgets Capability
- Trimble Unity Maintain Advanced APIs[3]
- Operational Insights Capability
- Sandbox Capability (Qty 1)[4]

[1]Use of Trimble Unity Maintain Application Programming Interface (APIs) with commercially available Trimble Unity Maintain-centric applications that are licensed and maintained by authorized Trimble Unity Maintain partners. Please contact Trimble for a list of commercially available partner applications that qualify for use with the Trimble Unity Maintain-centric APIs available in the Professional License Package. If the partner app is not listed, then the Trimble Unity Maintain Advanced API's in the Elite License Package are required for 3rd party integrations.

[2]Use of Trimble Unity Maintain Application Programming Interface (APIs) with third party system integrations.

[3]Sandbox provided for Trimble Unity Maintain or Trimble Unity Permit shall be limited to two (2) ad hoc refreshes per quarter during initial configuration. After initial configuration is completed, the Sandbox will be refreshed once per quarter at a defined date provided by Trimble. At each refresh, the Sandbox will be replaced with a copy of Customer's Production Environment as of the last available backup. All existing configuration changes in the Sandbox will be permanently deleted during the refresh process and will be replaced by the production backup.

Addendum #2

Trimble General Transaction Terms
Version 1.2 (Last updated: May 1, 2024)

Trimble's provision of Offerings is governed exclusively by these Trimble General Transaction Terms (the "**General Terms**"). The Order, the SOW, these General Terms, any applicable Supplemental Terms, and all other terms referenced or incorporated therein, collectively constitute the "**Agreement**". Any conflict or inconsistency in the Agreement will be resolved in the following order of precedence: (1) the Order, (2) any applicable Supplemental Terms, (3) these General Terms, (4) the SOW, and (5) the Documentation.

1. **Definitions.** Capitalized terms have the meaning associated with them in this Section 1 (Definitions) or with the definition provided elsewhere in the Agreement.
   - **1.1.** "**Affiliate**" means an entity that, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with a party, where "ownership" means the direct or indirect ownership of more than fifty percent (50%) of an entity's outstanding voting rights or other equivalent voting interests.
   - **1.2.** "**Customer**"is the entity or person identified in the Order or SOW.
   - **1.3.** "**Dispute(s)**" means any dispute, claim, or controversy arising from or related to the Agreement.
   - **1.4.** "**Documentation**" means Trimble's then-current usage guidelines, standard technical documentation, acceptable use policies, support policies, service level commitments, or other policies referenced in the Agreement.
   - **1.5.** "**Hardware**" means hardware products specified in the Order.
   - **1.6.** "**High Risk Activities**" means any mission critical, hazardous, strict liability, or other activity(ies) where use or failure of the Offerings could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include utilization of Offerings for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.
   - **1.7.** "**Intellectual Property Rights**" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority, and the right to sue for, settle and release past, present and future infringement of any of the foregoing.
   - **1.8.** "**Law(s)**" means all applicable local, state/provincial, federal and international laws, rules, regulations, directives, ordinances and conventions, including, but not limited to, those related to data privacy and data transfer, international communications and export of technical or personal data.
   - **1.9.** "**Licensed Software**" means the object code form of Trimble's proprietary installed software product for deployment on premises or on a device, as well as any Documentation, maintenance releases, and features and functionality enhancements, and application programming interfaces (APIs), in each case as as may be made available pursuant to the Order. For clarity, Licensed Software excludes firmware.
   - **1.10.** "**Offerings**" means Trimble's Hardware, Software, Services, Support, and other Trimble goods or services specified on an Order or SOW.
   - **1.11.** "**Order**" means the quotation, proposal, sales agreement or similar documents provided by Trimble and accepted by Customer.
   - **1.12.** "**Services**" means any services described in the Order or a Statement of Work, including, without limitation, training, enablement, implementation, configuration, hosting, or content provision.
   - **1.13.** "**Software**" means the Licensed Software and/or Software-as-a-Service specified on an Order.
   - **1.14.** "**Software-as-a-Service**" or "**SaaS**" means a Trimble proprietary cloud service, as well as any Documentation, features and functionality enhancements, and application programming interfaces, in each case as may be made available pursuant to the Order.
   - **1.15.** "**Statement of Work**" or "**SOW**" means a statement of work or similar agreement governing the provision of Services.
   - **1.16.** "**Supplemental Terms**" are any additional Trimble terms and conditions referenced in the Order as "Supplemental Terms.
   - **1.17.** "**Support**" means support and/or maintenance for Software, and as may be further described in the applicable Supplemental Terms, Documentation, or otherwise as specified by Trimble in writing.
   - **1.18.** "**Trimble**" means Trimble Inc. or its Affiliate identified on the Order or SOW, or if none is specified, as set forth in Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction) based on the applicable Customer location.
   - **1.19.** "**Trimble IP**" means the Offerings, Documentation, and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by Trimble or its subcontractors to produce and provide the Offerings together with all Intellectual Property Rights therein, together with all modifications, improvements, changes thereto or derivative works thereof, including without limitation:
     (a) proprietary electronic architecture and other non-literal elements of the Offerings developed by Trimble,
     (b) functional and technical specifications and other technical, training, reference or service information, documentation and manuals and updates thereto,
     (c) APIs, customized applications and computer programs,

(d) processes, methods, algorithms, ideas, and other "know how,"
(e) data and information provided or sourced by Trimble,
(f) Offerings which Customer has the right to use via a subscription, and
(g) network equipment and architecture.

2. **Orders; Validity.** An Order is valid for acceptance by Customer within the period indicated in the Order and if no such period is provided, for thirty (30) calendar days from the issue date. The Agreement is formed by Customer's execution of the Order. Changes to an Order or belated acceptance by Customer are not valid unless Trimble accepts them in writing, and Trimble's partial or complete delivery against an Order modified by Customer, or acceptance of payment, shall not be deemed to be an acceptance of the modification. Orders that Customer has accepted cannot be canceled for any reason without Trimble's prior written consent. Notwithstanding anything to the contrary, while Customer may issue a purchase order or similar document for administrative purposes, no provisions of Customer's purchase orders, invoices, associated purchase documentation, or other business forms will apply to, modify, supersede or otherwise alter the terms of this Agreement or Customer's payment obligations thereunder, and any such provisions will be of no force or effect.

3. **Payment Terms; Invoicing**

3.1. Fees are as set forth in the Order or SOW. Fees do not include applicable sales taxes, value added taxes, goods and services taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes, surcharges and fees, or similar charges, all of which are Customer's responsibility to pay. Unless Customer provides Trimble with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, Customer will pay Trimble all such taxes, charges, and fees invoiced by Trimble in connection with the Offerings. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.

3.2. Trimble will issue invoices in accordance with the billing frequency stated in the Order or SOW. Customer consents to the receipt of invoices electronically at the email address(es) it provided to Trimble for billing purposes, and accepts such invoices as if received by mail. Customer is responsible for maintaining current email address(es) with Trimble. Trimble's transmission of an invoice to the provided billing email address(es) (regardless of whether actually received by Customer) shall be considered delivery of that invoice by Trimble. Trimble's failure to issue an invoice in accordance with this Section 3 (Payment Terms; Invoicing) shall not be deemed to be a waiver by Trimble of its right to receive payment pursuant to the Agreement, but Customer shall not be obligated to make such payment until an invoice for such payment is issued by Trimble to Customer.

3.3. Unless otherwise set forth in the Order or SOW, payments are due net 30 days from the date of invoice. Customer will make payment in the currency indicated on the Order or SOW. Trimble is entitled to offset payments against prior debt balances in Customer's account. Subject to any Laws to the contrary or as otherwise expressly stated in the Agreement, payments are not refundable. No credit, carryover, or refund will be given for any unused Offerings (e.g., services hours, data usage) allocated or available for use during an indicated period of time.

3.4. Delinquent payments not subject to a bona fide dispute will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable Law. If Customer does not object in writing to an invoiced amount by the invoice due date, Customer will be deemed to have acknowledged the correctness of that invoice and to have waived its right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give Customer the right to withhold or delay payment of the disputed portion only. Customer will be liable for all costs of collection of past due amounts (including attorneys' fees).

3.5. Trimble may suspend Customer's access to or Trimble's provision of Offerings, as applicable, on five (5) business days prior notice if Customer fails to timely pay any invoice not subject to a bona fide payment dispute or fails to use diligent good faith efforts to resolve a bona fide payment dispute (unless cured during the notice period).

3.6. For any breach of Customer's payment obligations under any Order(s), Trimble may, without limiting Trimble's other rights and remedies, declare Customer's unbilled future fees under any and all Orders immediately due and payable.

3.7. Trimble has the continuing right to review Customer's credit and, if reasonably determined necessary by Trimble, change Customer's payment terms, and may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to Trimble), or a guarantee of prompt payment prior to shipment or service activation.

3.8. Offerings purchased or licensed under Trimble's United States General Services Administration (**"GSA"**) Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.

4. **Term and Termination**

4.1. **Term.** The term and any renewals thereof applicable for an Offering (collectively, the **"Term(s)"**) shall be as set forth in the Order, SOW, or Supplemental Terms. Different Offerings may have different Terms.

4.2. **Termination.** Either party may terminate the Agreement if the other party (a) fails to cure a material breach of the Agreement (including a failure to pay fees), or fails to provide a written plan of cure reasonably acceptable to the non-breaching party, within thirty (30) days after the non-breaching party's receipt of written notice specifying such breach or failure, (b) becomes designated by an applicable governmental entity as a business with which a party is prohibited from doing business with (e.g., via governmental sanctions program), or (c) seeks protection under insolvency or comparable proceeding, or if such proceedings are instituted against that party and not dismissed within sixty (60) days.

4.3. **Survival.** These Sections survive expiration or termination of the Agreement: 1 (Definitions), 3 (Payment Terms; Invoicing), 4.3 (Survival), 6 (Warranty Disclaimers), 7 (Limitations of Liability), 8 (Indemnification), 9 (Confidentiality), 11 (Personal Information; Data Protection), 12 (Miscellaneous), any other provisions identified in any applicable Supplemental Terms referencing this provision, and any other term or provision in the Agreement that applies to events occurring following termination or expiration. Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

5. **Customer Obligations**

5.1. **High Risk Activities.** Customer will not use the Offerings for High Risk Activities. Customer acknowledges that the Offerings are not intended to meet any legal obligations for High Risk Activities. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with High Risk Activities.

5.2. **Compliance with Laws.** Customer shall comply with all Laws in connection with its use or receipt of the Offerings.

5.3. **Dependencies and Compatibilities.**

(a) Offerings may (i) require certain dependencies, including, without limitation, internet connection, electronic communications, hardware, data connections, operating systems, third-party products and services, other Trimble products and services, satellite signals, etc. (collectively, "**Dependencies**"), and (ii) allow compatibility and/or interoperability with other products or services made available by Trimble, Customer, or a third party (collectively, "**Compatibilities**").

(b) Dependencies and Compatibilities may require payment of a separate fee and are governed by their respective terms of service, end user license agreement, or other agreement, and not by the Agreement. Unless otherwise expressly agreed upon by the parties in writing, Customer is responsible for all Dependencies and Compatibilities. Trimble may modify the Offerings from time to time, and Trimble does not guarantee that the Offerings will continue to operate or be compatible with any Dependencies or Compatibilities. Trimble makes no warranty or guarantee, and will have no liability or obligations under the Agreement, with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control.

(c) Customer represents and warrants that it shall, and shall use best efforts to require any provider of any Dependencies and Compatibilities to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Offerings; and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time.

6. **WARRANTY DISCLAIMERS.**THE LIMITED WARRANTY TERMS, IF ANY, EXPRESSLY SET FORTH IN ANY APPLICABLE SUPPLEMENTAL TERMS ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON TRIMBLE'S PART ARISING OUT OF, OR IN CONNECTION WITH, THE OFFERINGS, AT ANY TIME EITHER DURING OR AFTER EXPIRATION OF THE APPLICABLE WARRANTY, AND STATE TRIMBLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES RELATING TO THEM. EXCEPT FOR ANY LIMITED WARRANTY TERMS EXPRESSLY PROVIDED IN ANY APPLICABLE SUPPLEMENTAL TERMS, THE OFFERINGS ARE PROVIDED "AS-IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT. SUPPLEMENTAL TERMS MAY HAVE ADDITIONAL DISCLAIMERS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION(S) MAY NOT APPLY OR FULLY APPLY TO CUSTOMER.

7. **Limitations of Liability.**

7.1. **Waiver; Liability Cap.**

(a) **EXCEPT FOR EXCLUDED CLAIMS, (i) NEITHER PARTY (OR ITS SUPPLIERS) SHALL BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL, RELIANCE, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND (ii) EACH PARTY'S (AND EACH OF ITS SUPPLIER'S) ENTIRE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO TRIMBLE DURING THE PRIOR 12 MONTHS UNDER THE AGREEMENT FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY.**

(b) **"EXCLUDED CLAIMS" MEANS (i) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT, (ii) DAMAGES PAYABLE TO A THIRD PARTY (I.E., NOT AN INDEMNIFIED PARTY) EITHER AWARDED BY A COURT OF COMPETENT JURISDICTION OR INCLUDED IN A SETTLEMENT AGREED TO BY THE INDEMNIFYING PARTY, WHICH DAMAGES ARE SUBJECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 8 (INDEMNIFICATION), AND (iii) ANY ADDITIONAL "EXCLUDED CLAIMS" EXPRESSLY IDENTIFIED IN ANY APPLICABLE SUPPLEMENTAL TERMS.**

(c) **THE ABOVE LIMITATIONS OF LIABILITY WILL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN BREACH OF ANY ONE OR MORE WARRANTIES, NON-CONFORMITY, IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE.**

(d) **SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS, CERTAIN INTENTIONAL OR NEGLIGENT ACTS, VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH AN EVENT, THE FOREGOING LIMITATION(S) WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.**

7.2. **Nature of Claims and Failure of Essential Purpose.** The waivers and limitations in this Section 7 (Limitations of Liability) are agreed-upon allocations of risk constituting in part the consideration for Trimble's performance under the Agreement, and will survive and apply even if any limited remedy in the Agreement fails of its essential purpose.

8. **Indemnification.** Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) use or modification of any Offerings in breach of the Agreement, or in any manner not authorized by the Agreement or (b) Customer's violation of Laws or the rights of a third party. Trimble will give Customer prompt written notice of any claim hereunder and will cooperate in relation to the claim at Customer's expense. Customer will have the exclusive right to control and settle any claim, except that Customer may not settle a claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any claim at its expense.

9. **Confidentiality.**

9.1. **Definition.** "**Confidential Information**" means information disclosed to the receiving party under the Agreement that is

designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble's Confidential Information includes, without limitation, the terms and conditions of the Agreement, and any technical or performance information about the Offerings, including the Documentation.

9.2. **Obligations**. As a receiving party, each party (a) will protect the confidentiality of the disclosing party's Confidential Information using the same degree of care it uses for its own information of like importance (but not less than reasonable care), (b) will not share the disclosing party's Confidential Information with third parties except as permitted in the Agreement or with the disclosing party's prior written or electronic consent, and (c) will only use Confidential Information to fulfill its obligations and exercise its rights in the Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives (collectively, "**Representatives**") having a legitimate need to know (including, for Trimble, its subcontractors), provided (i) the Representatives are subject to confidentiality obligations no less protective than those in this Section 9 (Confidentiality), and (ii) the receiving party is responsible for any breach of this Section 9 (Confidentiality) by the acts or omissions of its Representatives.

9.3. **Exclusions**. These confidentiality obligations do not apply to information that the receiving party can document

(a) is or becomes public knowledge through no fault of the receiving party or its Representatives,
(b) it rightfully knew or possessed on a non-confidential basis prior to receipt under the Agreement,
(c) it rightfully received from a third party without obligation of confidentiality, or
(d) it independently developed without using the disclosing party's Confidential Information.
(e) Supplemental Terms may have additional exclusions.

9.4. **Remedies**. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which remedies at law (e.g., monetary damages) alone are an insufficient remedy. In the event of such actual or threatened breach by a party, the other party may seek injunctive relief, in addition to other available rights and remedies, for breach or threatened breach of this Section 9 (Confidentiality), without proof of actual damages or the requirement of posting a bond or other security.

9.5. **Required Disclosures**. Nothing in the Agreement prohibits either party from making disclosures if required by Law or government or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort by the other party to obtain confidential treatment.

10. **Intellectual Property Rights.**

10.1. **Trimble IP**. As between the parties, except for any limited usage rights set forth in any Supplemental Terms, Trimble and its suppliers have and will retain all Intellectual Property Rights in and to Trimble IP and all copies, modifications, and derivative works thereof. No Intellectual Property Rights are granted by Trimble to Customer except as expressly provided under the Agreement.

10.2. **Feedback**. Customer may from time to time provide suggestions, comments, or other feedback (collective, "**Feedback**") to Trimble with respect to the Offerings. Both parties agree that all Feedback is and will be given entirely voluntarily, and shall not be considered Confidential Information of Customer. Customer shall not provide any Feedback that is subject to license terms that seek to require any of Customer's products, technology, service, or documentation incorporating or derived from such Feedback, or any of Customer's intellectual property to be licensed or otherwise shared with any third party. Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

11. **Personal Information; Data Protection**.

11.1. This Section 11 (Personal Information; Data Protection) applies if Customer is a legal person (i.e., a business or legal entity). All Laws relating to the protection of privacy and data protection are referred to as "**Data Protection Legislation**". "**Personal Information**" is defined as in the Applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (a) provided by Customer or on its behalf, or (b) automatically collected through the Offering on Customer's behalf. "**Applicable**", in this context, means the Data Protection Legislation applicable to Customer at Customer's principal place of business or to Trimble at Trimble's principal place of business, and such Laws that the parties mutually agree apply.

11.2. Each party will comply with all Applicable requirements of the Data Protection Legislation. This Section 11 (Personal Information; Data Protection) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable Data Protection Legislation.

11.3. The parties acknowledge that: (a) when performing its obligations under the Agreement, Trimble processes Personal Information on Customer's behalf, except for user registration and software licensing and usage data, for which Trimble acts as responsible party, and (b) the Personal Information may be transferred or stored, and/or accessed from outside of the country where Customer's principal place of business is located in order to provide the Software and Trimble's other obligations under the Agreement.

11.4. Customer will ensure that it has all necessary appropriate consents and notices in place to enable (a) lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (b) Trimble to lawfully use, process and transfer the Personal Information in accordance with the Agreement, including on Customer's behalf.

11.5. If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the written request of Customer, the parties will execute an applicable data processing addendum, available at https://www.trimble.com/privacy/DPA-TI-EuroSubs (or any successor url). Transfers of Personal Information from Trimble entities located in Europe, acting as data exporter, to Trimble entities in the USA, acting as data importer, are governed, for the benefit of Customer, by the Standard Contractual Clauses available at the same url or upon written request to Trimble.

11.6. If the processing of Personal Information by Trimble is subject to US data protection laws, rules or regulations, then the US Data Processing Addendum for Customer Personal Information (available at

https://dl.trimble.com/www/us_dpa_customer.pdf or any successor url) is herein incorporated by reference.

12. **Miscellaneous.**

12.1. **Assignment.** Trimble may assign the Agreement upon notice to Customer. Customer may not assign or transfer the Agreement (by operation of law or otherwise) without the prior written consent of Trimble. Any non-permitted assignment is void. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

12.2. **Amendments.** Trimble may amend the Agreement from time to time with written notice to Customer. Such amendments shall take effect upon the next renewal, if any, of the Agreement, unless Trimble indicates an earlier effective date. If Trimble requires amendments with an earlier effective date and Customer objects in writing, then Trimble may permit such amendments to take effect upon the next renewal; provided, however, if Trimble declines to permit such later effective date, Customer's exclusive remedy is to terminate the Agreement with notice to Trimble, in which case Trimble will provide Customer a refund of any applicable pre-paid fees for the terminated portion of the current Term. To exercise this termination right, Customer must notify Trimble of its objections within thirty (30) days after Trimble's notice of the amended Agreement. Once the amended Agreement takes effect, Customer's continued use of the Offerings constitutes its acceptance of the modifications. Notwithstanding the foregoing, Trimble may modify Documentation upon written notice to Customer to reflect new features or changing practices, provided that the modifications will not materially decrease Trimble's overall obligations with respect to such Offering(s).

12.3. **Waiver and Severability.** No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the invalidity, illegality, or unenforceability in whole or in part of any provision does not affect the validity of other provisions.

12.4. **Force Majeure.** Neither party will be liable for any default, delay, or non-performance of its obligations under the Agreement (except for payment obligations) due to causes beyond its reasonable control, including, without limitation, strikes, blockades, war, terrorism, riot, internet or utility failures, governmental orders or actions, national or regional emergency, pandemics, or natural disasters, provided that such party promptly notifies the other in writing of such occurrence and uses commercially reasonable efforts to resume performance of its affected obligations as soon as feasible. Delays or failures that are excused as provided in this Section 12.4 (Force Majeure) will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure.

12.5. **Notices.** Any notice or other communication given by either party to the other regarding the Agreement will be deemed given and served when personally delivered or delivered by reputable international courier requiring signature for receipt addressed to the party at its notice address. Notice will be deemed effective upon delivery or refused delivery attempt. Either party may change its notice address by written notice to the other. Customer's notice address will be the address appearing on the Order or SOW. Trimble's notice address will be the applicable address on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), or if the Trimble entity is not listed there, then on the Order. In addition, any valid notice to Trimble shall include a required copy to: Trimble Inc., Attn: General Counsel - Important Legal Notice, 510 De Guigne Drive, Sunnyvale, CA 94085, USA. Trimble may send operational notices to Customer by email or through the Offering, including, without limitation, modifications of the Agreement or Documentation, suspension, collection, and termination notices related to overdue fees.

12.6. **Export Control.** Customer acknowledges that the Offerings are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Offerings or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, Laws of any United States or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Offerings are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section 12.6 (Export Control) will survive the termination of the Agreement for any reason whatsoever.

12.7. **Anti-Corruption Compliance.** Each party, and any third party acting on its behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti- Corruption Laws**"). Each party, and any third party acting on its behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for either party. Each party, and any third party acting on its behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any acts of a party or any third party acting on its behalf.

12.8. **GSA.** Offerings purchased or licensed under Trimble's United States General Services Administration ("**GSA**") Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.

12.9. **Governing Law and Venue.** The sole and exclusive governing Law, jurisdiction, and venue for the Agreement and all Disputes

shall be: (1) as set forth in the Order, if any, or (2) otherwise, as set forth on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), in each case to the exclusion of all others; provided that Trimble may elect to bring action in courts with jurisdiction for Customer's location. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of laws provisions giving rise to a different result do not apply. No Dispute may be brought by either party more than one (1) Year after such Dispute accrued, except that an action for nonpayment may be brought within two (2) Years after the due date. Each party hereby waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non conveniens*, to the bringing of any such proceeding in such jurisdiction.

12.10. **WAIVER OF JURY TRIAL – UNITED STATES CLAIMS. FOR ANY CLAIM BROUGHT IN A STATE, FEDERAL, OR OTHER COURT IN ANY JURISDICTION WITHIN THE UNITED STATES, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; *PROVIDED, HOWEVER*, THAT THIS PROVISION SHALL NOT BE ENFORCED OR ENFORCEABLE TO THE EXTENT A WAIVER OF THE RIGHT TO A TRIAL BY JURY IS PROHIBITED BY, OR CONTRARY TO, THE PUBLIC POLICY OF THE STATE IN WHICH SUCH LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM IS FILED.**

12.11. **Region-Specific Terms.** Additional terms and conditions for specified regions are as set forth in Exhibit B (Region-Specific Terms).

12.12. **Publicity.** Customer agrees that (a) Trimble may issue a press release in the form approved by the parties regarding the parties' entry into the Agreement, and (b) Trimble may identify Customer (including through use of its name and logo) as Trimble's customer, including on Trimble's website, and may include Customer in its customer list and marketing materials, but will cease this use upon Customer's written request.

12.13. **Headings; Language.** The headings in the Agreement have been inserted for convenience only and shall have no substantive effect. The language of all parts of the Agreement shall in all cases be considered as a whole, according to its fair meaning, and not strictly for or against any of the parties. The parties hereby acknowledge and agree that the language of the Agreement shall be considered jointly drafted.

12.14. **Subcontractors.** Trimble may use subcontractors in the performance of its obligations under the Agreement, and will be responsible for the acts and omissions of its subcontractors in their performance of Trimble's obligations in the Agreement.

12.15. **No Third-Party Beneficiaries.** Except as may be expressly stated in any Supplemental Terms, there are no third-party beneficiaries under the Agreement.

12.16. **Independent Contractors.** Each party is an independent contractor of, and is not an employee, agent, fiduciary, or authorized representative of, the other party.

12.17. **Entire Agreement.** The Agreement sets forth the entire understanding between the parties in connection with its subject matter, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. Any additional, contrary, and/or pre-printed terms or conditions appearing on Customer's acceptance, orders, or associated purchase documentation are hereby rejected and will be of no effect.

12.18. **Counterparts.** The Agreement, or portions thereof, may be executed in several counterparts and, if applicable, by each party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.

Exhibit A

Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction

Customer Location*	Trimble Entity and Notice Address**	Governing Law	Exclusive Venue/Jurisdiction
United States	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 USA	State of Delaware	State and Federal Courts located in Wilmington, Delaware, USA
Australia	Trimble Australia Pty. Ltd. Deutsche Bank Place Level 5 126-130 Philip St. Sydney, NSW 2000, Australia	New South Wales	Courts in Sydney, NSW, Australia
Belgium	Trimble Belgium BV, Geldenaaksebaan 329 3001 Leuven, Belgium	Belgium	Courts in Brussels, Belgium
Canada	Trimble Canada Corporation 600-1741 Lower Water Street Halifax, Nova Scotia B3J 0J2, Canada	Province of Ontario, and the federal laws of Canada applicable therein	Provincial and federal courts located in Toronto, Ontario
Finland	Trimble Finland Oy, Hatsinanpuisto 8, 02600 Espoo, Finland	Finland	Courts in Helsinki, Finland
France	Trimble France S.A.S. 1 quai Gabriel Péri 94340 Joinville-le-Pont, France	France	Courts in Paris, France
Germany	Trimble Germany GmbH, Am Prime Parc 11, 65479 Raunheim Germany	Germany	Courts in Frankfurt/Main, Germany
United Kingdom	Trimble UK Limited 1 Bath Street, Ipswich, Suffolk IP2 8SD	England and Wales	Courts of England and Wales
Any other country or geography not specified above	Trimble Europe B.V. Industrieweg 187a, 5683 CC Best, The Netherlands	The Netherlands	Courts of Amsterdam, the Netherlands

** Customer location is Customer's billing address specified on the Order, or if none, then the address provided by Customer to Trimble when registering its online account.*

*** Addresses for Trimble entities not listed shall be as set forth on the Order or SOW. See additional required notice address for Trimble in Section 12.5 (Notices).*

Exhibit B

Region-Specific Terms

Table of Contents

- Australia
- France
- The Netherlands
- Germany

Australia

For Customer who purchase Offerings in Australia, the following provisions apply:

(a) For the purposes of this section, "**Australian Consumer Law**" means the Australian Consumer Law set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time, and "**Non-excludable Condition**" means the consumer guarantees, warranties, rights, or remedies under the Australian Consumer Law that cannot be limited, excluded, restricted, or modified, and to which Customer may be entitled.

(b) To the extent permitted by Law, Trimble's liability in relation to breach of any such Non-excludable Condition shall be limited, at its option, as follows: (i) in the case of the goods, to repairing or replacing the goods, supplying equivalent goods, or paying the costs of repairing or replacing the goods or acquiring equivalent goods; and (ii) in the case of the services, to re-supplying the services or paying the cost of re-supplying the services.

(c) Nothing in the Agreement excludes, restricts or modifies any Non-excludable Condition.

(d) Nothing in the Agreement is intended to derogate from Trimble's obligations under the *Privacy Act 1988* (Cth) as amended from time to time.

(e) Where Order(s) are a "Small Business Contract" within the meaning of the Australian Consumer Law:

- Trimble shall not accelerate Customer's unbilled future fees under any Order(s);
- Customer's indemnification obligations under the Agreement are reduced to the extent Trimble's acts or omissions contributed to or caused the claims, costs, damages, losses, liabilities, and expenses suffered by Customer;
- Trimble's liability in relation to breach of any Non-excludable Condition will be an Excluded Claim; and
- No dispute or legal action arising under the Agreement may be brought by either party more than three years after such cause of action accrued.

France

Section 3.4 is hereby amended and restated to read as follows:

Section 3.4 Late payments will bear interest at the rate of 1.5% per month or the minimum rate allowed by Law (currently three (3) times the legal interest rate), whichever is higher, measured from the date on which the sums concerned became due until the date on which full payment is received. Collection fees of a minimum amount of 40 € will be added in accordance with Article L. 441-10.II of the Commercial Code. Customer will be liable for all other costs of collection of past due amounts (including court costs and attorney's fees incurred by Trimble). If the Customer does not dispute an invoice amount in writing by the due date of the invoice, the Customer shall be deemed to have acknowledged the accuracy of such invoice and waived its right to dispute it. A dispute over part of an invoice or amount due shall entitle the Customer to withhold or delay payment of the disputed part only.

The following is hereby added as Section 7.1 (e):

(e) EACH PARTY HEREBY HAS AN OBLIGATION TO LIMIT THE DAMAGES IT MAY SUFFER IN THE EVENT OF A BREACH OF ITS OBLIGATIONS BY THE OTHER PARTY.

The Netherlands

The provisions of Section 4.2 (Termination) are the sole grounds for the termination of the Agreement, and to the extent permitted by Law, the right of Customer to rescind the Agreement and claim damages on the basis of statutory Law (including but not limited to sec. 6:265 Dutch Civil Code) is excluded.

THE LIMITATION OF LIABILITY IN SECTION 7 FOR A PERIOD OF 12 MONTHS EXPRESSLY INCLUDES ANY OBLIGATION TO PAY COMPENSATION UNDER A WARRANTY MENTIONED IN THESE TERMS OR RELATED CONTRACTS OR DOCUMENTS AND THE RESTITUTION OBLIGATIONS (*ONDEDAANMAKINGSVERPLICHTINGEN*) AND INDEMNIFY FOR DAMAGES. LIABILITY FOR DEATH

OR PERSONAL INJURY SHALL NOT EXCEED EUR 1.250.000.

The applicability of section 6:227b subsection 1 and section 6:227c subsection 1 of the Dutch Civil Code are excluded in any Agreement between Trimble and any person who is not a consumer.

Germany

If German law applies to this Agreement, the following terms are incorporated into the General Terms:

1. **With regards to section 3.4,** it is recorded that, according to applicable law and provided that no consumer is the counterparty of the Agreement, the enforceable maximum interest rate is nine (9) percent above the base interest rate. The maximum interest rate applies if the statutory requirements for default (*Verzug)* are fulfilled.
2. **With regards to section Ziffer 4.2** it is clarified that the statutorily available rights to terminate extraordinarily or without notice period remain unaffected.
3. **The following applies regarding section 6:** Section 6 will not apply. With regards to warranty (Gewährleistung) the relevant provisions of Trimble's Supplemental Terms apply. In addition, unless this is explicitly agreed in writing, it is not intended that Trimble provides a guarantee that exceeds complements the statutory provisions (*gesetzliche Gewährleistung).*
4. **With regard to paragraph 7** :instead of Section 7 (limitation of liability) only the following provisions apply:
    - Trimble is liable for damages of the Customer that were caused Intentionally or through gross negligence, that is the result of failure to deliver on an explicit, written guarantee, that is based on a culpable breach of essential contractual obligations (so-called cardinal obligations), that is the result of a culpable injury to health, body or life or for which liability is provided for under the Product Liability Act or another mandatory legal regulation, in accordance with the statutory provisions.
    - Cardinal obligations are those contractual obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer can regularly rely, and whose violation, on the other hand, endangers the achievement of the purpose of the contract.
    - In the event of a breach of a cardinal obligation, liability - to the extent that the damage is based solely on slight or normal negligence and does not affect life, limb or health - is limited to damage that typically arises in the context of the delivery of such software as purchased by the customer and must be expected foreseeably.
    - Any further liability – regardless of the legal basis – of both Trimble and Trimble's vicarious agents and vicarious agents is excluded.
    - If damage to the customer results from the loss of data, Trimble is only liable if the damage could not have been avoided if the customer had normally backed up the data in question.
5. **Regarding Section 11** Deviating from Section 11.4, it is agreed that the parties also conclude the DPA linked under https://www.trimble.com/privacy or a successor URL when concluding this Agreement. Upon request, the Customer can request that a signed copy be sent. The transfer of personal data from Trimble facilities in Europe, acting as data exporter, to Trimble facilities in the United States, acting as data importer, is governed by Standard Contractual Clauses, which are available at the same URL or upon written request to Trimble.
6. **With regard to clause 12.1** In addition to Section 12. 1, it is stipulated that in the event of a change, the customer is granted an immediate and unconditional right of termination.
7. **With regard to clause 12.9.**
    - The following section applies instead of section 12.9.
        - Governing Law and Venue; Waiver of Jury Trial. The Agreement and any dispute, claim or controversy arising therefrom shall be governed exclusively by the laws of the jurisdiction applicable to Customer's location as set forth in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Governing Law", without Consideration or application of conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All claims, matters and disputes arising from the agreement are subject to the customer if the customer is a merchant, a legal entity under public law or a special fund under public law or he does not have a general place of jurisdiction in the Federal Republic of Germany the sole and exclusive jurisdiction and venue set out in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Exclusive Jurisdiction/Venue".
        - **Regarding paragraph 12.15.**Clause 12.15 does not apply.

Addendum #3

Supplemental Terms for Software and Subscriptions
Version 1.2 (Last Updated: May 1, 2024)

1. Definitions. Capitalized terms not defined herein have the meanings given in the General Terms.
1.1. "**Active Project**" means any Project on which the Software may be used by Customer during any Annual Subscription Term.
1.2. "**Annual Subscription Term**" means each 12-month period of a Subscription Term.
1.3. "**Anonymized Data**" means any data collected in connection with the Offerings (including Customer Data) that has been aggregated and/or de- identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.
1.4. "**Authorized User**" means any employee of Customer and, unless prohibited by Trimble in the Order, Documentation, or any Supplemental Terms, individuals who are contractors or consultants of Customer or employees, contractors, or consultants of Customer's Affiliates authorized by Customer to access and use the Offerings on Customer's behalf in accordance with the Agreement, including, without limitation, Section 6.6 (Third- Party Access) and Section 9 (Confidentiality).
1.5. "**Correction Services**" means subscription-based services that provide GNSS position correction data.
1.6. "**Concurrent User**" means any type of User authorized by Customer to access and use the Offerings on Customer's behalf simultaneously at a given point in time.
1.7. "**Customer Data**" means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Offerings or that is created or generated by Customer through Customer's use of the Offerings, including without limitation information or data that is submitted manually by Authorized Users or through a Third-Party Platform. For clarity, Customer Data expressly excludes Usage Data.
1.8. "**Customer Group**" means Customer's business units, Affiliates, or Joint Ventures, if any, listed in the Order that may authorize Authorized Users to use the Offerings on behalf of those business units, Affiliates, or Joint Ventures.
1.9. "**Gross Annual Revenue**" or "**GAR**" means Customer's (and Customer Group's, if applicable) income and revenue from all sources, before expenses or taxes, calculated on an annual basis according to generally accepted accounting principles and as reported in company financial statements. The various equivalent definitions may be used interchangeably.
1.10. "**Joint Venture**" means a business arrangement in which Customer and one or more other third parties agree to pool their resources to accomplish a Project or other commercial enterprise.
1.11. "**License Keys**" means electronic passwords, authorization codes, or other enabling mechanisms provided for use with the Offerings.
1.12. "**Named User**" means any type of Authorized User designated by Customer by name or other identifier to access and use the Offerings on Customer's behalf.
1.13. "**Prohibited Data**" means any (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); (b) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); (c) information subject to regulation or protection under the Children's Online Privacy Protection Act or Gramm- Leach Bliley Act, or (d) any other information which is regulated under Laws and is not required for use of the Software for its intended purpose.
1.14. "**Project**" means the initiation, delivery, operations, and maintenance of a construction project.
1.15. "**Provision Date**" means the date on which Trimble first provides access to the Offerings. For an Offering bundle comprised of multiple Software, the Provision Date will be the date on which the entire Offering bundle becomes fully provisioned.
1.16. "**Subscription**" means access to any Software, Support, Correction Services, content, data, or other information, in each case made available for the applicable Subscription Term(s).
1.17. "**Support Terms**" means the then-current Supplemental Terms for Support and Maintenance available at https://www.trimble.com/en/legal/customer-terms or any successor url.
1.18. "**Third-Party Materials**" means any third-party data, content, or proprietary software. Third-Party Materials is not part of Software.
1.19. "**Project Budget**" means the total projected cost allocated to carry out, manage, and complete one or more Active Project(s) over the entire Subscription Term. The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
1.20. "**Total Project Value**" or "**Project Value**" means Project Budget divided by the number of Annual Subscription Terms in the Subscription Term (and not any renewal). The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
1.21. "**Usage Limitations**" means Customer's authorized scope of use for the Offerings as specified in the applicable Order, Supplemental Terms, or Documentation, which may include any user (e.g., Named User, Concurrent User, etc.), seat, copy, instance, data storage, CPU, computer, field of use, location, project, or other restrictions.
1.22. "**Usage Data**" means Trimble's technical logs, data, and learnings about Customer's use of the Offerings, excluding Customer Data.

2. Generally
2.1 Offerings.
(a) Subscriptions (other than Licensed Software). Customer may access and use the Subscriptions during the Subscription Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Unless otherwise specified by Trimble, any Licensed Software provided with a Subscription is subject to the terms applicable to Licensed Software under the Agreement.
(b) Licensed Software. Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during Term, to install, copy, and use the Licensed Software on systems or devices under Customer's control only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Licensed Software is licensed, not sold. Any Licensed Software deployed through hosting services delivered by Trimble are subject to the terms and conditions applicable to Licensed Software.
2.2 Authorized Users. Only Authorized Users may access or use the Offerings. User IDs are granted to individual, named persons, and each Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users'

compliance with the Agreement and actions taken through their accounts. In the event an Authorized User is no longer authorized to use an Offering on Customer's behalf, Customer will promptly de-activate such Authorized User's access. Unless expressly permitted in the Order, Supplemental Terms, or Documentation, Customer may not transfer Authorized User status from one individual to another. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.

2.3. Restrictions. Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Offerings to a third party; (b) use the Offerings on behalf of, or to provide any product or service outside of Customer's regular course of business, to, third parties; (c) use the Offerings to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any element of the Offerings, except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble); (e) modify or create derivative works of the Offerings or copy any element of the Offerings (other than in connection with making copies of Licensed Software authorized under the Agreement); (f) remove or obscure any proprietary notices in the Offerings; (g) publish benchmarks or performance information about the Offerings, except to the extent expressly permitted by Law; (h) interfere with the Offerings' operation or its use by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Offerings; (i) transmit any viruses or other harmful materials to the Offerings; (j) submit to the Offerings any information that is inappropriate, defamatory, obscene, salacious, or unlawful, or use the Offerings to defame, harass, stalk, threaten, or otherwise violate the rights of others; (k) use the Offerings to advertise, offer to sell or buy goods, or otherwise for business promotional purposes; (l) for Licensed Software, unless expressly permitted in the Order, Supplemental Terms, or the Documentation, use or host any Licensed Software in a virtual server environment, or (m) for Corrections Services, re-broadcast the Corrections Services without the prior written consent of Trimble.

2.4 Free Versions; Trials and Betas. **"Free Versions"** means any Offerings made available to Customer for use without a fee. **"Trials and Betas"** means any Offerings or any features thereof made available on an evaluation or trial basis or as an alpha, beta, Labs or other early access offering, in any case free or otherwise. Unless otherwise set forth in the Documentation or the Agreement, Customer may only use Free Versions in a non-production environment and for non-commercial purposes, and Trials and Betas may only be used solely for Customer's internal evaluation to determine whether to purchase a license or subscription to the Offerings. The evaluation term for Trials and Betas shall be 30 days unless otherwise designated by Trimble in writing. Free Versions and Trials and Betas are optional, and Trimble may cease making available such Offerings at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Trimble may never release, and their features and performance information are Trimble's Confidential Information. In the event Customer has purchased Services related to any Free Version or Trial and Beta, any unused Services upon any termination or expiration of the applicable term for the Free Version or Trial and Beta shall be forfeit. **Notwithstanding anything else in the Agreement: (a) Trimble has no obligation to retain Customer Data used with Free Versions and Trials and Betas; (b) Trimble provides the Free Versions and Trial and Betas "AS-IS" with no warranty, indemnity, service levels, or support; (c) Trimble's liability for Free Versions and Trials and Betas will not exceed US$50, and (d) either party may terminate access to a Free Version or Trial and Beta, for any reason or no reason, immediately upon written notice to the other party.**

2.5 Educational Versions. For any version of the Offerings designated as "educational," or a similar term, Customer may use the Offerings solely for educational purposes - e.g., by an instructor or a student at an educational institution and while engaged in educational work. Such educational versions may not be used (a) by any other person; (b) by any educational institution for any non-educational purposes; or (c) for any for-profit purpose, including professional work or training offered for a fee, or by commercial entities.

2.6 Delivery. Offerings and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which the Offering and License Key, if any, are first made available to Customer.

2.7 Software Activation and Metering; Audits.

(a) Offerings may gather and transmit to Trimble license usage, compliance, and activation data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Offerings. Trimble may use the foregoing information to validate the authenticity of Authorized Users, to confirm Customer's compliance with the Agreement, to register the Offerings, to monitor and validate compliance with Usage Limitations, for license metering, and to protect Trimble against unlicensed or illegal use of the Offerings.

(b) Upon Trimble's written request, Customer shall certify in writing that its use of the Offerings is in full compliance with the Agreement (including any Usage Limitations). In addition to the other license compliance monitoring rights in the Agreement, Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Customer's records and use of the Offerings to confirm Customer's compliance with the Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with Customer's business activities. Customer is responsible for such audit costs only in the event the audit reveals that the use is not in accordance with the Usage Limitations or other licensed scope of use and for unpaid fees. Customer shall promptly pay all unpaid fees.

3. Data Usage and Ownership.

3.1 Ownership. Except for Trimble's limited rights set forth in the Agreement, as between the parties, Customer retains all Intellectual Property Rights in Customer Data. Trimble owns all Intellectual Property Rights in Anonymized Data and Usage Data.

3.2. Limited Usage Rights. Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Offerings, Support, and Services to Customer; (ii) to create Anonymized Data; (iii) to use and disclose Customer Data as otherwise permitted pursuant to the Agreement or any written consent or instructions of Customer; and, (iv) subject to Trimble's confidentiality obligations in Section 9 (Confidentiality) of the General Terms and all applicable Data Protection Legislation, to use Customer Data in perpetuity to develop, maintain, and improve the products, software, and services of Trimble or its Affiliates, including, without limitation, analytics, model training, and machine learning.

3.3 Access. Customer will not have access to Customer Data after termination or expiration of the Term, unless otherwise indicated in the Order, Supplemental Terms, or the Documentation, or the parties agree otherwise in writing.

3.4 Confidentiality. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 3 (Data Usage and Ownership), the terms of this Section 3 (Data Usage and Ownership) will control.

4. Customer Obligations.

4.1 Dependencies and Compatibilities. If Customer enables Dependencies or Compatibilities with an Offering, Trimble may access and exchange Customer Data with the Dependencies or Compatibilities on Customer's behalf. Trimble will have no liability or obligations under the Agreement with respect to how any Dependencies or Compatibilities uses or processes Customer Data. If Trimble hosts any Dependency or Compatibilities at Customer's request, Customer represents and warrants to Trimble that Customer has all rights necessary. Trimble may charge additional fees for such hosting services.

4.2 No Prohibited Data. Customer will not use the Offerings with Prohibited Data. Customer acknowledges that the Offerings are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA.

4.3 Customer Data. Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Offerings and grant Trimble the rights in Section 3 (Data Use and Ownership), all without violating or infringing Laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to its Customer Data. If Customer utilizes data fields available in the Offerings to store data not required for the normal use and operation of the Offerings for their intended purpose, Customer agrees that Trimble is not responsible for, and will not be liable in any manner for such data, and Customer assumes all risks associated with, and agrees to hold Trimble harmless from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) related to or arising from, Customer's use of data fields to store such data.

4.4 Excluded Claims. In addition to the Excluded Claims stated Section 7 (Limitation of Liability) in the General Terms, the following shall also be Excluded Claims for purposes of the Agreement: Section 10 (Indemnification) of these Software Terms and any breaches of Sections 2.3 (Restrictions) or Section 4 (Customer Obligations) of these Software Terms.

4.5 License Compliance. Customer shall promptly notify Trimble if Customer become aware of (i) any breach of confidentiality obligations regarding the Offerings, or (ii) any infringement (whether actual or alleged) of Trimble's intellectual property rights in the Offerings, or (iii) any unauthorized use of the Offerings by any person, and provide reasonable assistance to Trimble in connection with any suit or proceeding relating to such events.

4.6. Usage Limitations. Customer will comply with all Usage Limitations. If Customer exceeds the Usage Limitations during the Term, Trimble may invoice Customer for the use that exceeded the applicable Usage Limitations at Trimble's then-current list price, and Customer shall pay in accordance with the Agreement. The parties may also agree on a Usage Limitation adjustment, in which case Customer must sign a new Order and pay the applicable fees.

4.7 Fee Criteria. If the Order states Software is made available based on GAR, Project Budget, Total Project Value, population, specific-department usage, Affiliate-limitations, or similar criteria (any such criteria, the **"Fee Criteria"**), the fees for that Software are calculated based on that Fee Criteria as of the date of Order issuance by Trimble. Unless otherwise provided the Order, if the Fee Criteria increases by more than 10% during the Subscription Term, (i) Customer shall promptly notify Trimble in writing, (ii) Trimble has the right to adjust such fees based on changes in the Fee Criteria and its then-current list price for that Software (including on a prorated basis for the current term), and (iii) Customer shall pay any applicable additional fees upon receipt of the invoice in accordance with the Agreement. At the request of Trimble, Customer will promptly provide documentation satisfactory to Trimble evidencing Customer's then-applicable Fee Criteria.

5. Suspension of Access. Trimble may suspend Customer's access to an Offering, without liability, and in whole or in part, if (a) Customer breaches any Usage Limitations, Sections 2.2 (Authorized Users), 2.3 (Restrictions), 4 (Customer Obligations) or 6.2 (Offering Content); (b) Customer's account is five (5) business days or more overdue; or (c) immediately if Customer or any of its Authorized Users' acts or omissions threaten the integrity, availability, or security of the Offerings or Trimble's systems, products, or infrastructure (provided Trimble will use commercially reasonable efforts to provide Customer with advance notice of such suspension where Trimble determines exigent circumstances do not exist). Trimble will lift such suspension once the related issue or failure is cured to Trimble's reasonable satisfaction. Fees will continue to apply during the suspension period. Customer may be prohibited from entering new Customer Data or processing or accessing existing Customer Data and data reports during the suspension period. If Customer attempts to access or manipulate Customer Data utilizing third-party software during suspension, Trimble disclaims and Customer holds Trimble harmless from any responsibility or liability relating to lost or altered Customer Data or related damages.

6. Certain Features. The following provisions apply to the extent applicable to the Offerings.

6.1 Third-Party Materials. The Offerings may provide Customer with access to Third-Party Materials. Third-Party Materials are not part of the Offerings. To the extent specified by Trimble (including in any Supplemental Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions (**"Third-Party Terms"**). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer's right to access any features of the Offerings that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer's authorized use of the Offerings in accordance with the Agreement.

6.2 Offering Content. **"Offering Content"** shall be any Trimble IP or Third-Party Materials made available as data or information through the Offering, whether included as part of the Offering or as a separate subscription. Any Offering Content that is Trimble IP will be deemed part of the Offering. Any Offering Content that is Third-Party Materials shall be subject to any applicable Third-Party Terms. If no Third-Party Terms apply, then unless otherwise authorized by Trimble in writing or the applicable Documentation, such Third-Party Materials, and any derivative thereof, may only be used or accessed by an Authorized User. Third-Party Materials will be used solely for Customer's internal purposes during the Term and must be accessed pursuant to a manual Authorized User request. Customer will not: (i) access, extract, or download any Third-Party Materials, or portions thereof, in batch or en masse by any means; (ii) use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information; (iii) sell, offer to sell, rent, sublicense, or transfer any copies of theThird-Party Materials, or portions thereof, to a third party or allow a third party to use the Third-Party Materials; (iv) use the Third-Party Materials to develop services or products for sale or include any portion of the Third-Party Materials in any product or service; (v) use any portion of the Third-Party Materials to create a competitive service, product, or technology; (vi) recreate the Third-Party Materials or create otherwise a separate database or other repository of Third-Party

Materials; (vii) use Third-Party Materials to train, augment, or correct another database or information repository; (viii) unless other specified in the Documentation, permit any individual other than an Authorized User to access or use the Offering Content and any derivative thereof, or (ix) make any portion of the Third-Party Materials available to the public in any manner. Upon notice from Trimble and/or any termination or expiration of the Term, Customer will immediately cease using and delete/destroy all electronic and physical copies of Third-Party Materials.

6.3 Open Source. The Offerings may incorporate third-party open source software ("**Open Source**"), as listed in the Documentation or otherwise made available by Trimble. To the extent the terms of the Open Source license prohibit the terms of the Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of the Agreement.

6.4 Third-Party Application Stores.

(a) Purchase from Application Store. If Customer obtains the Offering (or portions thereof) through a third-party application store, marketplace, or other site or service (each, an "**Application Store**"), such Application Store is considered a reseller. All fees are non-refundable once paid. Customer's download of the Offering may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Offering.

(b) Apple-Specific Terms. If Customer downloaded the Offering from Apple Inc.'s ("**Apple**") Application Store, the following terms are part of the Agreement. The Agreement is between Customer and Trimble, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third-party beneficiaries of the Agreement and will have the right (and will be deemed to have accepted the right) to enforce the Agreement against Customer as a third-party beneficiary. To the maximum extent permitted by Law, Apple will have no warranty obligation with respect to the Offering, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty will be Trimble's responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Offering. As between Trimble and Apple, Trimble is solely responsible for the Offering and for addressing any claims Customer or any third parties have about the Offering or Customer's possession or use of the Offering, including without limitation (i) product liability claims; (ii) any claim that the Offering fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Offering or Customer's possession or use of the Offering infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, or discharge of such claim.

6.5 Security for SaaS or Hosting Services for Licensed Software. This Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) applies to Offerings that are SaaS or hosting services for Licensed Software. During the Term, Trimble or its third party hosting provider(s) will use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to protect (a) the security, confidentiality, and integrity of Customer Data; (b) against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) against unauthorized access to or use of Customer Data; and (d) against unlawful processing, accidental destruction, or loss of Customer Data. In the event Trimble is not in breach of the foregoing obligations and an unauthorized third party nonetheless gains access to the Customer Data, such disclosure of Customer Data in such circumstances shall not be a breach of Section 9 (Confidentiality) of the General Terms. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software), the terms of this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) will control.

6.6 Third-Party Access.

(a) Generally. Customer authorizes Trimble to grant access to its instances of the Offerings and share Customer Data with any third-party Authorized Users or as otherwise instructed by Customer. Customer is solely responsible for such third-parties' compliance with the Agreement and for any and all acts or omissions of any such third parties. Such third parties are considered Representatives, as that term is defined and used in Section 9 (Confidentiality) of the General Transaction Terms. Such third parties are not intended third-party beneficiaries under the Agreement. Trimble shall have no liability for any act or omission of any such third party, including by way of access or use of the Offerings or Customer Data. Such third-party access or use of the Offerings must be solely and exclusively for the benefit of Customer (or its Affiliates, if applicable), and any other purpose is prohibited. For clarity, as between Customer and any such third parties, any data or other information uploaded by such third party to the Offerings on Customer's behalf will be deemed Customer Data of Customer.

(b) Customer as a Third-Party. In the event that Customer is invited to access an Offering as a third party, any data or other information uploaded by Customer on behalf of such third party shall be deemed "Customer Data" of such third party.

7. Support. If Customer is eligible for Support and pays any applicable fees, Trimble will make such Support available in accordance with the Support Terms or as Trimble may otherwise expressly provide in writing. Unless otherwise set forth in writing by Trimble, Support is not available for Free Versions or Trials and Betas.

8. Term and Termination.

8.1 Perpetual License. If Customer purchases a perpetual license to Licensed Software, Customer's license to the Licensed Software will continue in perpetuity subject to the terms and conditions of the Agreement. Support for Licensed Software is purchased separately unless otherwise indicated by Trimble in writing or on an Order.

8.2 Subscriptions.

(a) Subscription Term. If Customer purchases access to a SaaS or a license to Licensed Software for a limited period of time, the duration of the initial term and any renewals are as set forth in the Order (collectively, the "**Subscription Term(s)**"). Notwithstanding anything to the contrary in the Order, the start date for each Subscription Term for each Offering will begin on the Provision Date for that Offering. For clarity, each Offering may have a different Provision Date.

(b) Additional Subscriptions. If Customer previously purchased one or more Subscriptions for a particular Offering ("**Existing Subscription**(s)") and subsequently purchases one or more additional Subscriptions (for any Offering) while the Existing Subscription(s) is in effect (the "**Additional Subscription**(s)"), the duration of the Subscription Term for the Additional Subscription will be as set forth in the Order. Unless otherwise set forth by Trimble in writing, all Customer's Subscriptions shall have the same end date and Trimble may invoice all fees for all such Subscriptions on a single invoice.

8.3 Effect of Termination. Upon expiration or termination of the Agreement or the Order, Customer's right to use the Offerings will cease and Customer will immediately cease any and all use of and access to the Offerings and will delete (or, upon request, return) all copies of any Offerings.

At the disclosing party's request upon expiration or termination of the Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 3 (Date Usage and Ownership)). Customer Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to the Agreement's confidentiality restrictions.

8.4 Survival. In reference to Section 4.3 of the General Terms (Survival), the following Sections of these Software Terms survive any expiration or termination of the Agreement: 1 (Definitions), 2.3 (Restrictions), 3.1 (Data Usage and Ownership), 4 (Customer Obligations), 8.3 (Effect of Termination), 8.4 (Survival), 9.3 (Additional Disclaimers), and 10 (Indemnification). Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

9. Warranties and Additional Disclaimers.

9.1 Limited Warranty. Subject to the Agreement and any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period, the Offerings will perform materially as described in the Documentation. The "**Warranty Period**" is (a) 90 days for Licensed Software licensed on a perpetual basis, and (b) for the duration of the applicable Subscription Term, for any Subscriptions. Notwithstanding the foregoing, Trimble makes no warranties with respect to Correction Services, which are provided as-is and as-available.

9.2 Warranty Remedy.

(a) If the Offering fails to conform to Section 9.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. For any such claims reported by Customer within such period that Trimble determines are valid, Trimble will correct such non-conformity by issuing corrected instructions, a restriction, or a bypass, or by replacing the Offerings, at Trimble's option. Subject to any mandatory Laws to the contrary, these procedures are Customer's exclusive remedy, and Trimble's entire liability, for the failure of the Offerings to conform to the warranty in Section 9.1 (Limited Warranty).

(b) The foregoing limited warranty only applies if and to the extent that (i) any Offering associated with the warranty is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (ii) any Offerings associated with the warranty is not modified or misused. The foregoing limited warranty does not apply to (1) issues caused by unauthorized use or modifications; (2) unsupported or unauthorized versions of any Offerings; (3) operating the Offerings under any specification other than, or in addition to, the Documentation; (4) issues in or resulting from Dependencies, Compatibilities, or third-party systems, products, or services; or (5) Free Versions, Trials and Betas or other similar versions.

9.3 Additional Disclaimers. Trimble makes the following disclaimers in addition to Section 6 (Warranty Disclaimer) in the General Terms.

(a) General. **TRIMBLE MAKES NO EXPRESS WARRANTY THAT CUSTOMER'S USE OF THE OFFERINGS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER MALWARE OR PROGRAM LIMITATIONS; THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY; OR THAT TRIMBLE WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET, SATELLITES, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE TRIMBLE'S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE OFFERINGS OR CUSTOMER'S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER'S USE OF THE OFFERINGS. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE OFFERINGS AND THE SELECTION OF THE OFFERINGS TO ACHIEVE INTENDED RESULTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY TRIMBLE THROUGH THE OFFERINGS OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE OFFERINGS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.**

(b) Correction Services Disclaimers. Customer acknowledges that the Correction Services and related network access are subject to transmission limitations caused by a variety of factors such as atmospheric conditions, topographical obstructions, limitations or lack of coverage of the underlying carrier service and other natural or manmade conditions. Additionally, motor and ignition noise, metal shielding, and interference by users of the same or adjacent radio channels may limit or interfere with Correction Services. Trimble is not responsible for the operation or failure of operation of GNSS satellites or the availability of GNSS satellite signals.

(c) Third-Party Materials. Third-Party Materials are provided "AS IS" and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials. Trimble and its suppliers make no warranty or guarantee with respect to any Third-Party Materials, including regarding their accuracy or continued availability or compatibility.

(d) Dependencies and Compatibilities. Trimble makes no warranty or guarantee with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control, including their continued availability or compatibility.

(e) Prohibited Data. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with Prohibited Data.

10. Indemnification. Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) any Customer Data, Dependencies, or Compatibilities, or (b) Customer's breach of Sections 2.3 (Restrictions), 4 (Customer Obligations), 6.1 (Third-Party Materials), 6.2 (Offering Content), or 6.4 (Third-Party Application Stores) (each, a "**Claim**"). Trimble will give Customer prompt written notice of any Claim and will cooperate in relation to the Claim at Customer's expense. Customer will have the exclusive right to control and settle any Claim, except that Customer may not settle a Claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability, pay any amounts or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any Claim at its expense.

11. Government End-Users. Elements of the Offerings are commercial computer software. If the user or licensee of the Offerings is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Offerings or any related documentation of any kind, including technical data and manuals, is restricted by the terms of the Agreement in

accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Offerings were developed fully at private expense. All other use is prohibited.

12. **Region-Specific Terms - France.** Solely for purposes of Customers who's billing address is in France, the following shall apply: Prohibited Data included any patient, medical or other protected health information regulated by the French Public Health Code and the GDPR; and Customer's grant of rights in Section 3.1 (Generally) shall be for so long as the Customer Data is protected by intellectual property law.

Addendum #4

Supplemental Terms for Support and Maintenance

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. Scope. Provided that Customer has paid the applicable fees, Trimble shall provide the Support described in these Support Terms during the Maintenance Term (as defined below). The **"Maintenance Term"** shall be: (a) for Support for SaaS or Licensed Software licensed for a limited term, the applicable Subscription Term, and (b) for Support for Licensed Software licensed on a perpetual basis, the term specified in the Order, or if not specified, for a period of one (1) year.

2. Support.

2.1 During the applicable Maintenance Term, Trimble shall use reasonable efforts to correct or provide a workaround for any reproducible programming error in the Software attributable to Trimble with a level of effort commensurate with the severity of the error, as reasonably determined by Trimble. Upon identification of any programming error, Customer shall promptly notify Trimble of such error and shall provide Trimble with enough information to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2.2 For certain Software, Trimble may provide additional or different support services or procedures as set forth in the applicable Documentation, support handbook, or other written documentation provided by Trimble, if any (collectively, the **"Additional Support Documentation"**). If there is any conflict between these Support Terms and such Additional Support Documentation with respect to the description of support services, requirements or procedures, the provisions of such Additional Support Documentation will prevail. Customer agrees and acknowledges that Trimble may use third parties to provide Support on its behalf. Customer expressly consents to Trimble permitting such third parties to access Customer's information and data to perform the Support for Customer.

3. Licensed Software Updates and Upgrades. During the applicable Maintenance Term, Customer shall be entitled to receive all upgrades and updates to the Software that are publicly released by Trimble. The contents and timing of all upgrades and updates will be decided by Trimble in its sole discretion. Any such updates and upgrades will be deemed to be "Software" and licensed under the terms and conditions of the Agreement, including any applicable software end user terms or license agreement. Updates and upgrades exclude (a) new versions of the Software (e.g., a change to the left of the decimal in the version number [e.g., 1.x to 2.x] or otherwise designated by Trimble), and (b) any separate modules and other functionality for which Trimble charges a separate fee.

4. Limitations and Exceptions. The following matters are not covered (and Trimble will not have any obligations with respect to such matters) pursuant to these Support Terms:

4.1. Any Software for which applicable fees have not been paid;
4.2. Any problem resulting from the misuse, improper use, alteration, or damage of the Software;
4.2. Any problem resulting from improper or inadequate installation, maintenance, or storage of the Software;
4.3. Any problem caused by modifications of the Software not made or authorized by Trimble;
4.4. Any problem resulting from any hardware or software in either case not developed or supported by by Trimble, including, without limitation: any computers, tablets, disk drives, operating systems, network hardware or software, database, or any other hardware or third-party software;
4.5. Any problem resulting from the combination of the Software with other programming or equipment to the extent that such combination has not been approved by Trimble; and
4.6. Errors in any version of the Software other than the most recent release, provided that Trimble will continue to provide Support for superseded releases for a reasonable period (not to exceed ninety (90) days).

Support excludes on-site visits, installation and training, file conversion, optional products and services, directories, consulting services, shipping charges, or any recommended hardware.

5. Termination or Expiration. Support will automatically terminate with respect to any Software that is no longer licensed for use as a result of expiration or termination of the Agreement, or replacement of the applicable Software with new releases.

Additional Support Documentation

Version 1.1

1. Generally.
   1.1. Trimble shall use the applicable level of effort to correct or provide a workaround for any reproducible error in the Offering attributable to Trimble commensurate with the severity of the error, as reasonably determined by Trimble in accordance with Section 3 (Severity Priority Levels) below.
   1.2. For certain Offerings as set forth in Section 2 below, Trimble may provide a customer support portal (the **"Support Portal"**), which may allow Customer to submit support requests, report issues, view case histories, search the general knowledge database, and other features, as applicable. In the event of any conflicts between the terms set forth herein and any set forth in the applicable Supportal Portal, the terms herein shall govern.
   1.3. For certain Offerings as set forth in Section 2 below, Trimble will provide support to Customer only by communication with the contacts designated by Customer in the Support Portal or otherwise as instructed by Trimble (each, a "**Authorized Support Contact**"). Customer may update Authorized Support Contact(s) from time to time as instructed by Trimble. Trimble may require the Authorized Support Contact(s) to have the relevant technical knowledge regarding the Offerings necessary to assist Trimble as needed.
   1.4. Upon identification of any error that cannot be resolved by Customer as first line of support (e.g., via the Support Portal, its internal staff, etc.), then Customer (through its Authorized Support Contact(s)) shall promptly notify Trimble of such error and shall provide Trimble with enough information, assistance, and cooperation to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2. Support Portals. Support portals with information about reporting and general availability are described below.

Offering	Support Portal*	Authorized Support Contacts Only?**
Trimble Unity	https://assetlifecycle.trimble.com/en/learn/support	Yes

** Additional phone numbers and hours of availability for contacting Trimble with support requests may be listed in the Support Portal.*

*** For any Products that do not require an Authorized Support Contact, any Authorized User of Customer may contact support.*

3. Severity Priority Levels. As soon as reasonably practicable after Customer submits the relevant case information, Trimble will collect additional information and categorize the issue into one of four classifications as set forth below in good faith. Upon Customer submission of the case information, Trimble will use commercially reasonable efforts to issue a Response (as defined below) by the indicated target response goal set forth below. Once the priority level is determined, Trimble will use the level of effort for resolution described below.

Priority Level*	Priority Criteria	Target Response Goal**	Level of Effort for Resolution
P1	most urgent and impactful	½ hour	Trimble and Customer will prioritize any reasonably available resources to resolve the situation or identify a work around.
P2	urgent and impactful, but usually has an acceptable temporary workaround	½ hour	Trimble and Customer will prioritize any reasonably available resources during standard business hours to resolve the situation or identify a work around.
P3	important, but not urgent and impactful	4 hrs	Trimble and Customer will use generally available resources during standard business hours to resolve the situation or identify a work around.
P4	a low priority, informational, or an enhancement request	24 hrs	Trimble and Customer are willing to use generally available resources during standard business hours to provide information or assistance.

** See Priority Matrix and definitions below. The main factors in determining priority level are urgency and impact. Trimble will also consider in good faith any additional relevant facts and circumstances in consultation with Customer that may result in a mutually agreed upon change in priority level.*

*** The use of the term "hour(s)" refers to business hours based on Trimble's regular business schedule, and excludes nights, weekends and locally-observed holidays (e.g., 24 hrs equals 3 business days at 8 hrs a day). "Response" means acknowledgment of the issue via the creation of a case number. Determination of priority level will occur as soon as practicable thereafter.*

Priority matrix					
		Impact			
		Widespread	**Large**	**Localized**	**Individualized**
Urgency	**Critical**	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

Definitions		
Impact	Impact is a measure of the number of users, sites, or devices affected.	**Widespread.** More than three quarters of users or devices are affected.
		Large. (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected.
		Localized. (1) A single site is affected or (2) less than one half of users or devices are affected.
		Individualized. A single or a small number of users or devices are affected.
Urgency	Urgency is a measure of the severity of the issue on the Customer's operations.	**Critical.** Use of Offering as a whole or core functionality is stopped with no work around and with severe immediate impact to the Customer's operations (e.g., outage).
		High. Use of Offering as a whole or core functionality is severely degraded or a work around is available, and with immediate impact to the Customer's operations.
		Medium. Use of Offering or any functionality is not working as expected, and can be addressed through education, training, work around, work order, or a future enhancement.
		Low. All other requests that are not the above.

4. Additional Limitations and Conditions.

(a) Unless otherwise expressly provided by Trimble in writing, Trimble does not support: (i) use of the Offering in a manner other than as authorized in the Agreement; (ii) conversions of Customer's databases to accommodate new hardware or software, (iii) Customer Data debugging or manipulation, (iv) recurring support issues where Customer failed to initiate corrective actions previously recommended by Trimble or to provide information requested by Trimble, (v) implementation, report creation, onsite support, customizations (e.g., scripting

or integration), or assistance with server migrations are not included as part of Support, but such services but may be purchased separately, (vi) any Offering where Customer has failed to meet its obligations with respect to the Agreement, including, without limitation, as set forth below.

(b) Customer must (i) require its personnel to obtain adequate training to operate the Offering, (ii) if required by Trimble for the particular Offering, designate Authorized Support Contacts who will submit all support cases to Trimble, (iii) provide internet and/or network access for Trimble when requesting support; and (iv) provide all information and assistance reasonably requested by Trimble related to the support request.

(c) For Licensed Software not hosted by Trimble, Customer is responsible for (i) securing the server environment, local network, and system security and protocols, including having staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any Third-Party Materials, Dependencies, or Compatibilities, (ii) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer, (iii) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network; and (iv) incorporating Releases and any associated data migration.

(d) If any Customer support request is subject to any of the foregoing, then Trimble reserves the right to impose support fees at its then standard commercial time and materials rates for all such services, including pre-approved travel and per diem expenses to be reimbursed consistent with Customer's policies. Trimble will notify Customer in advance of incurring any such fees.

Addendum #5

Supplemental Terms for Services

(Training, e-learning content, implementation, configuration, and other services)

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Generally**. Trimble or its authorized service providers will use commercially reasonable efforts to provide Services to Customer as described in an Order or SOW. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Trimble.
2. **Training and E-Learning.** For any Services consisting of delivery of training or e-learning (e.g., videos, manuals, etc.), any content made available by Trimble shall not be deemed a Deliverable (as defined below), notwithstanding anything in an Order or SOW to the contrary, and no Intellectual Property Rights therein are assigned or transferred to the Customer. Unless an Order or Documentation states otherwise, prepaid training and e-learning content will expire if not completed within six months from the effective date of the Order or SOW. Trimble reserves the right to reschedule training if it determines in good faith that attendance is not sufficient or the originally scheduled time or location are no longer feasible. If the Order states a date that Services must be completed by, such date is presented for illustrative purposes. The actual completion date for such Services will be provided on the invoice.
3. **Customer Materials.** Customer shall provide Trimble with reasonable access to Customer's technical data, computer programs, files, documentation, and/or other materials (collectively, "**Customer Materials**") and to Customer's resources, personnel, equipment, and facilities to the extent necessary for the performance of Services. Client will be responsible for, and assumes the risk of any problems resulting from the content, accuracy, completeness, competence, or consistency of Customer Materials or its personnel. To the extent that Customer does not timely provide the foregoing access required for Trimble to perform the Services, Trimble shall be excused from performance until such items or access are provided. Customer hereby grants Trimble a limited and revocable right to use the Customer Materials for the purpose of performing the Services. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Materials.
4. **Customer Premises.** Customer shall provide Trimble with safe access to Customer's premises as reasonably required for Trimble to perform the Services, if onsite performance of Services is needed and agreed to by Customer. Trimble personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Trimble prior to commencement of the Services.
5. **Customer Dependencies.** Customer is responsible for taking all actions identified or described in the Agreement which are a condition for Trimble to provide Services. Should Customer's failure to take such actions result in a delay of Trimble against a delivery schedule, or result in additional provable costs incurred by Trimble, Trimble shall not be considered to be delayed in its obligations, and Trimble shall be entitled to payment of such additional costs.
6. **Deliverables.** "**Deliverable(s)**" shall mean any Trimble deliverables as expressly set forth on a SOW or Order. Trimble hereby grants Customer a worldwide, royalty-free, non-exclusive license to use the Deliverables for its internal business purposes in connection with the Offerings associated with such Deliverables and only for the period of time that Customer has ownership or authorized use of such Offerings. Unless expressly stated otherwise in the applicable Order or SOW, Trimble owns and will retain ownership (including all intellectual property rights) in and to the Deliverables (excluding any Customer Materials) and any modifications, improvements, and derivative works thereof (including to the extent incorporating any Feedback). If the parties have agreed that Trimble will assign ownership of Deliverables to Customer, the relevant SOW must set forth the terms and conditions regarding such assignment.
7. **Limited Warranty**. Trimble will perform Services in a professional and workmanlike manner. If notified of a non-conformity within ten (10) days of delivery of the applicable Services, and if Customer provides a sufficiently detailed justification to Trimble to allow Trimble to identify the non-conforming Services, Trimble will, as its sole liability and obligation for failure to provide Services meeting this warranty, either (a) re-perform the non-conforming Services at no additional cost to Customer, or (b) issue a credit for any Services which Trimble identifies as non-conforming.
8. **Travel Expenses.** Trimble will invoice Customer for reasonable and pre-approved out-of-pocket travel expenses incurred in connection with performing Services. Expenses may be invoiced separately from fees and may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request.
9. **Other Offerings.** These Services Terms only apply to Services, and not to any other Offerings, even if such other Offerings are referenced in an Order or SOW. For clarity, all such other Offerings shall not be considered a Deliverable

hereunder, and the provision thereof shall be governed by one or more separate agreements between Trimble and Customer.

10. **Non-Solicitation**. During the Term and for a period of 12 months thereafter, Customer, shall not, directly or indirectly, solicit, hire, engage, or attempt to do any of the foregoing, any person who was an employee or independent contractor of Trimble who provided Services to Customer, without Trimble's express prior written consent.

Addendum #6

Supplemental Terms for Hardware

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Delivery**. Delivery times for Hardware are established when an Order is received and accepted by Trimble. Trimble will use commercially reasonable efforts to meet Customer's requested delivery dates, unless Customer is in default under the Agreement or Trimble's performance is otherwise excused (e.g., force majeure, etc.). Late delivery is not a basis for Customer's cancellation of any Order.

   Title and risk of loss or damage to the Hardware will pass to Customer upon delivery to Trimble's shipping carrier.. Trimble will deliver any shipment FCA (Incoterms 2020) from its warehouse. Customer will pay or reimburse Trimble for all costs of carriage, freight, insurance (if applicable), taxes, duty and other related shipping charges. Trimble may fulfill its delivery obligations for Hardware through an Affiliate and/or authorized reseller. Trimble reserves the right to make partial deliveries.

2. **Acceptance, Inspection, Notice of Nonconformance.** All Hardware will be deemed accepted by Customer upon delivery to Trimble's shipping carrier, subject to Customer's right to inspect and reject damaged Hardware or Hardware that do not conform to the Order within 10 days of delivery. It is Customer's responsibility to give Trimble prompt written notice of identified damage or non-conformance to the Order. If Customer retains the Hardware without giving notice within the designated period, it will be deemed to waive its right of rejection. The foregoing will not, however, prejudice Customer's warranty remedies as described in the applicable Hardware Terms.

3. **Limited Warranty.** Unless the Hardware comes with a limited warranty that provides otherwise, Trimble warrants to Customer, and only to Customer, that the Hardware is designed and manufactured to conform in all material respects to Trimble's specifications and all parts are and will be free from defects in material and workmanship for a period of twelve (12) months from date of shipment. During the warranty period, Trimble's obligations in Section 7 (Sole Remedy; Warranty Procedure) are Customer's only and exclusive remedy for Hardware that Trimble reasonably determines does not meet the limited warranty, and is made subject to these Hardware Terms.

4. **Firmware.** Trimble hereby grants Customer a personal, non-exclusive, revocable, non-assignable right to access and use firmware solely as necessary to use the Hardware in accordance with the Documentation. During the limited warranty period, Customer will be entitled to receive such Fixes (as defined below) to the firmware that Trimble releases and makes commercially available and for which it does not charge separately, subject to the procedures for delivery to purchasers of Trimble products generally. Minor Updates (as defined below), Major Upgrades (as defined below), new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this fix process and limited warranty. Receipt of software fixes will not serve to extend the limited warranty period. **"Fix(es)"** means an error correction or other update created to fix a previous software version that does not substantially conform to its Trimble specifications; **"Minor Update"** occurs when enhancements are made to current features in software; and **"Major Upgrade"** occurs when significant new features are added to software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a Fix, Minor Update, Major Upgrade, new products, or substantially new software releases.

5. **Non-Trimble Manufactured Products.** Trimble will extend to Customer the manufacturer's warranty, if any, for all equipment and/or software products manufactured by another manufacturer and furnished by Trimble to Customer under such other manufacturer's brands. Customer acknowledges and agrees that Trimble shall not be responsible for separately warranting or supporting the equipment or software products of such other manufacturers.

6. **Warranty Exclusions.** The foregoing Hardware limited warranty will only apply in the event and to the extent that (a) the Hardware is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (b) the Hardware is not modified or misused. This limited warranty does not apply to, and Trimble shall not be responsible for defects or performance problems resulting from (i) the combination or use of the Hardware with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by Trimble; (ii) the operation of the Hardware under any specification other than, or in addition to, the Documentation; (iii) the unauthorized installation, modification, repair or use of the Hardware; (iv) damage caused by accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside Hardware specifications), or exposure to environmental conditions for which the Hardware is not intended; (v) normal wear and tear on consumable parts (e.g., batteries) or (vi)

cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Hardware. **TRIMBLE MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER ARE PROVIDED "AS-IS."**

7. **Sole Remedy; Warranty Procedure.** If the Hardware fails during the warranty period for reasons covered by this limited warranty and Customer notifies Trimble of such failure during the warranty period, Trimble will at its option repair or replace the nonconforming Hardware with new, equivalent to new, or reconditioned parts or Hardware or, if either of the foregoing is commercially impractical in Trimble's determination, refund the Hardware purchase price paid by Customer (excluding separate costs of installation, if any) upon Customer's return of the Hardware in accordance with Trimble's product return procedures then in effect. Any repaired or replaced Hardware will be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer. Warranty service will be provided at a designated Trimble service center or by an authorized Trimble service provider. Except as otherwise agreed by the parties, Customer shall be responsible for all shipping charges to the designated Trimble service center or authorized Trimble service provider.

8. **Determination of Warranty Applicability:** Trimble reserves the right to refuse warranty services if the Hardware date of purchase cannot be proven, if a claim is made outside the warranty period or if a claim is excluded from the warranty pursuant to the Terms. Following Trimble's examination of Customer's claim, Trimble will notify Customer of warranty status and the repair cost of any out-of-warranty Hardware. At such time Customer must issue a valid purchase order to cover the cost of the non-warranted Hardware repair and return freight, or authorize return shipment of the Hardware at Customer's expense as-is.

9. **Non-responsibility for Lost Data.** Trimble shall not be responsible for any modification or damage to, or loss of any programs, data, or other information stored on any media or any part of any Hardware serviced by it or an authorized Trimble service provider, or for the consequence of such damage or loss, e.g., business loss in the event of system, program or data failure. It is Customer's responsibility, prior to servicing, to backup data and remove all features, parts, alterations, and attachments not covered by warranty prior to releasing the Hardware to Trimble. The Hardware will be returned to Customer configured as originally purchased.

10. **Return of Hardware:** All Hardware returns are subject to Trimble's prior written consent and must comply with its product return (RMA) procedures then in effect. Before returning or exchanging Hardware, Customer must contact Trimble directly to obtain an authorization number to include with the return. Customer must return Hardware to Trimble in their original or equivalent packaging, and Customer is responsible for risk of loss, as well as shipping fees back to Trimble. Hardware received but not eligible for return will be sent back to Customer freight collect. For approved returns, Customer will receive credit equal to the lesser of the Hardware invoice price or its current replacement value, less any applicable charges or fees.

Addendum #7

Supplemental Terms for U.S. Public Entities
Version 1.0 (Last Updated: October 7, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. **Scope.** To the extent Customer is a public or governmental entity, these Supplemental Terms provisions apply to the extent Customer is a public or governmental entity in the United States.
2. **Intellectual Property Indemnification by Trimble.** Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Offerings in accordance with the terms of this Agreement, and pay any resulting settlement or final judgment. If Customer's use of any of the Offerings are, or in Trimble's opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute for the Offerings substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Offerings; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble will not apply: (1) if the Offerings are modified by any party other than Trimble; (2) if the Offerings are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Offerings; (4) to any unsupported release of the Offerings; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Offerings.
3. **Tax Exemption.** If Customer is a tax-exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 3.1 of the General Terms regarding Customer's responsibility to pay taxes shall be inapplicable.
4. **No Indemnification by Customer.** Section 8 (Indemnification) and the second to last sentence of Section 12.6 (Export Control) of the General Terms shall be inapplicable.
5. **Public Records Law.** Customer's confidentiality obligations in Section 9 (Confidentiality) of the General Terms may be subject to applicable public records law.
6. **Limited Publicity.** Provision (b) in Section 12.11 (Publicity) of the General Terms shall be inapplicable.
7. **Termination for Convenience.** Customer may terminate this Agreement for convenience on not less than sixty (60) days' written notice to Trimble. If Customer terminates this Agreement under this paragraph, all fees for the Term shall immediately become due and payable. All previously paid fees (both used and unused) shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for professional services, if any, must be paid in full before the termination becomes effective.
8. **Non-Appropriation of Funds.** The Customer's funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with Section 7 (Termination for Convenience) above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided however that the Customer shall pay for any goods or services ordered prior to the date of the Customer's notice.
9. **Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement (**"Piggyback"**), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
10. **Governing Law.** Notwithstanding Section 12.9 (Governing Law and Venue) of the General Terms, the Laws of the jurisdiction required by applicable law shall exclusively govern this Agreement.

Addendum #8

Service Level Agreement; Data Security, Restoration, and Accessibility

Version 2.0

1. Availability Service Level Agreement

For any Offering that is either (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble, the following will apply.

1.1. Target Availability. Trimble will use commercially reasonable efforts to make the Offering available with an uptime availability (time periods during which Customer has general connectivity to the Offering) (the "**Target Availability**") as follows:

Offering / Target Availability*
Trimble Unity Construct / 99.95%
Trimble Unity Maintain / 99.95%
Trimble Unity Permit / 99.95%

**Target Availability is generally for a calendar month; provided that Trimble Unity target availability will be calculated on a quarterly basis.*

1.2. Exclusions. The calculation of uptime will not include unavailability to the extent due to: (a) Customer's use of the Offering in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Trimble's reasonable control, including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attack, (c) Customer's equipment, software, network connections or other infrastructure, (d) any acts or omissions of Customer or any third-party that is not a service provider of Trimble, (e) failure by Customer to pay any applicable fees under the Agreement, or (f) Scheduled Maintenance or emergency maintenance.

1.3. Scheduled Maintenance. "**Scheduled Maintenance**" means Trimble's scheduled, routine, or other maintenance which (1) occurs at such times as may be listed on Trimble's websites or Support Portal, or (2) Trimble notifies Customer with at least two (2) days advance notice, which can be via the Support Portal, e-mail, or in the Offering. Trimble reserves the right to schedule other maintenance periods on an as needed basis and will notify Customer in advance. Trimble will use commercially reasonable efforts to perform Scheduled Maintenance during low usage times.

1.4. Service Credits. If there is a verified failure of the Offering to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly fees due for the affected Offering in such month (**"Service Credit"**). The Service Credit will be calculated as follows:

*Service Credit = Pro Rata Fee * percentage of time that the Offering did not meet the Target Availability*

The **"Pro Rata Fee"** means (1) for Target Availability measured monthly, one-twelfth of the total annual fee for the Offering (excluding taxes, etc.), and (2) for Target Availability measured quarterly, one-fourth of the total annual fee for the Offering (excluding taxes, etc). The Service Credit will be calculated to the nearest 30-minute interval. The total Service Credits in a month may not exceed 20% of the Monthly Fee.

Trimble will apply each Service Credit to Customer's next invoice, provided that Customer's account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits.

1.5. Sole Remedy. Service Credits constitute liquidated damages and are not a penalty. The Service Credits set forth in this Section are Customer's sole and exclusive remedy for any failure to meet the Target Availability.

2. Data Security, Restoration, and Accessibility

2.1. Software-as-a-Service.

a) General. Trimble or its third-party hosting provider(s) shall use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data, (b) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data; and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.

b) Data Backups. Backup of all Customer Data hosted in the cloud will be continuous, immutable, and virtual. Trimble will maintain a recovery time objective (RTO) of 4 hours and a recovery point objective (RPO) of 15 minutes.

c) Data Restoration. Trimble will use reasonable efforts to restore lost or damaged Customer Data for Offerings deployed as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Trimble, Trimble will provide support and technical assistance for data restoration subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

d) Data Location. For customers located in the United States, all Customer Data will be hosted and stored within the continental

United States. For customers located in Canada, all Customer Data will be hosted and stored within Canada.

e) Data Encryption. All Customer Data will be encrypted at rest and in transit utilizing government-certified Advanced Encryption Standard (AES) cipher algorithms with a 256-bit or better encryption key.

f) Disaster Recovery. Trimble will maintain a written Disaster Recovery Plan (DRP) as described in its then current SOC 2 Type II audit report for the applicable Offering.

2.2. SOC Compliance. Current versions of the Trimble Offering(s) referenced in the Order Form will be subject to an annual System and Organization Controls for service organizations ("SOC") 2 Type II audit based on Security, Availability, and Confidentiality Trust Services Criteria and will maintain compliance with those standards during the Term of this Agreement. The SOC 2 Type II audit will be conducted by a licensed Certified Public Accounting firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") Statement on Standards for Attestation Engagements No. 18. At Customer's request, Trimble will provide a copy of the then current SOC 2 Type II audit report annually. The audit report shall be treated as Confidential Information.

2.3. System Testing. Trimble will maintain sole responsibility for establishing, maintaining, testing, and executing all plans and procedures applicable to system backup, disaster recovery, system architecture and security (including without limitation monitoring, audits, vulnerability scans/remediation, and penetration tests), software development, maintenance release schedules, and update management.

2.4. Vulnerability Remediation. Trimble will conduct vulnerability scans of the then current version of each Trimble Offering on a monthly basis. Trimble will use best efforts to remediate identified vulnerabilities as follows:

a. Critical (30 days)
b. High (60 days)
c. Medium & Low (commercially reasonable timeframe)

Note: vulnerability severity ratings referenced above must follow the NIST scoring system (https://nvd.nist.gov/vuln-metrics/cvss).

2.5. Security Breach Notification. Trimble will notify Customer within 72 hours of a confirmed unauthorized data loss or exposure of Customer Data ("Security Breach"). The notification will be sent using the contact information on file with Trimble at the time of the Security Breach and will include information related to the cause of the Security Breach (if known) and steps Trimble has or will take to mitigate the risk of a similar Security Breach from occurring in the future..

2.6. Accessibility. During the term of the Agreement, the Trimble Offering(s) referenced in the Order Form may be subject to accessibility audits based on WCAG 2.1 AA standards. Trimble's compliance with any accessibility standards will be limited to its then current Accessibility Conformance Report, which will be provided upon request.

2.7. On Premises Licensed Software. If the Order Form includes any licensed software Products deployed on-premises or through hosting services not provided by Trimble, Trimble does not provide regular support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of support, regardless of the cause. Assistance for restoration may be available subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

10368 Westmoor Drive
Westminster, CO 80027

January 20, 2026

Tom Alexandris
City of Plymouth
201 S. Main
Plymouth, MI 48170
Phone: 734-453-1234
Email: aalexandris@plymouthmi.gov

Re: Sole Source Letter

Dear Tom:

Thank you for your interest in Trimble Unity (the "Offering").

This letter confirms that the Offering is a product suite designed, created, and owned exclusively by Trimble Inc. ("Trimble"). Within the United States of America, Trimble is the sole source provider of the Offering and related maintenance and support services.

Please feel free to contact the undersigned at Carlos_Abaunza@Trimble.com if you have any questions.

Sincerely,

DocuSigned by:
Carlos Abaunza
92969BE0AABA49F...

Carlos Abaunza
Senior Director
Trimble Inc.



Cityworks®

A TRIMBLE COMPANY

GIS-centric public asset management and community development solutions.

CITYWORKS

PROVIDING CRITICAL INSIGHTS TO KEEP YOUR COMMUNITY MOVING FORWARD

GEOGRAPHIC INFORMATION SYSTEMS (GIS) changed the way we understand the world around us. Intuitive modeling tools provide public agencies the ability to view, manage, and manipulate the assets they care for: infrastructure, facilities, property, and permits. Recognizing the powerful capabilities of GIS and the inherent value of the Esri® ArcGIS® geodatabase as the authoritative system of record for local government assets, Cityworks® introduced a new and innovative approach to asset management and community development.

The Cityworks web GIS-centric platform combines ArcGIS solutions with powerful work management, field mobility, operational performance, and data analytics tools. Our solutions empower GIS intelligence to help you build a more resilient, sustainable, and safe community.

THE GIS-CENTRIC PLATFORM

- **Leverages your investment in GIS** without redundancy, data synchronization, or special integration.
- Uses the ArcGIS geodatabase as the authoritative system of record for **all asset classes**—linear, dispersed, and condensed.
- Supports your **entire organization workflow:** from data collection and work management to public engagement and strategic planning.
- Uses ArcGIS tools for simple and **effective location intelligence,** supported by web maps and single sign-on access to Esri apps and analytics solutions.

WHY CHOOSE **CITYWORKS?**

GIS-Centric
Built exclusively on Esri® ArcGIS®, Cityworks uses your geodatabase as the authoritative data source for all asset, land, and permit information—providing a total solution to improve your agency's operational effectiveness.

Open Architecture
Cityworks is built on open standards, giving you complete access to your data in an open architecture that easily integrates with existing business systems.

Flexible
Easily create templates to manage common asset management activities. Or, think outside the box and modify them for virtually any business process where workflow, tracking, and GIS are needed.

Mobile
Empower your field crew to interact directly with GIS assets by collecting information, reporting observations, uploading pictures, completing outstanding tasks, and using visual map tools to streamline workflows.

Public Engagement
Cityworks data and ArcGIS tools empower your customers to provide input, remain informed, and monitor progress online.

Location Intelligence
GIS maps offer a superior platform for interpreting data and supporting location intelligence. Cityworks and ArcGIS help local governments and utilities do more with less when managing capital infrastructure and regulations.

A SOLUTION FOR EVERY ASSET

No matter how complicated your process or infrastructure, we have a solution to meet your needs.

- **Airports**
- **Buildings**
- **Electric & Gas**
- **Facilities**
- **Fleet**
- **Inspections**
- **Licensing**
- **Parks & Recreation**
- **Permits**
- **Public Works**
- **Reporting**
- **Streets**
- **Stormwater**
- **Transportation**
- **Urban Forestry**
- **Water**
- **Wastewater**
- **Vegetation Management**
- **And More**



CITYWORKS PRODUCTS

Our platform includes two core GIS-centric solutions:

- **Cityworks AMS,** our asset management system
- **Cityworks PLL,** for permits, licensing, and land

These solutions support critical business workflows at every level of your organization and across multiple departments. Choose one platform to support your workflows, or use them together to track infrastructure from new developments to care and maintenance.

Deployment Options

Cityworks can be set up on-premises or as a managed deployment of software as a service (SaaS) with Cityworks Online hosted in a cloud environment. Benefits of Cityworks Online include:

- Secure access from any location
- Easy to adapt and scale
- Increased cross-department collaboration
- Reduced IT overhead and administrative burden

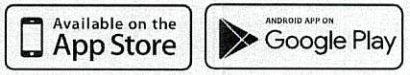
Data Storage Plus

This optional service provides all the benefits of Cityworks Online with the additional functionality of a sandbox environment and a replica reporting database. The sandbox environment provides a secure location where administrators can test custom configurations and become familiar with updates before they are pushed to production. The replica reporting database provides real-time, read-only access to the production data for reporting tools such as ArcGIS Insights, Crystal Reports, SQL Reporting Service, Microsoft Power BI, and more.

CITYWORKS ADD-ONS

Cityworks AMS and PLL can each be configured in Admin and expanded with optional software applications. These specialized software apps support unique end user experiences that can be customized to your needs with Cityworks Style.

- **Respond**
- **Mobile App (for iOS/Android)**
- **Operational Insights**
- **OpX**
- **Pavement Management**
- **Performance Budgeting**
- **Public Access**
- **Storeroom**
- **Workload**
- **Analytics**
- **APIs**
- **IoT Solutions**



CITYWORKS AMS

MANAGE YOUR WORK. ANYWHERE. ANYTIME.

For more than 20 years, Cityworks has been the leading GIS-centric solution for public asset management. Cityworks AMS is designed to help organizations manage public assets and their associated data, work activities, and business processes. We are committed to helping cities and utilities build resilient, safe, and sustainable communities.

Give staff the power of GIS and automation. Cityworks AMS is built exclusively on ArcGIS, giving both office staff and field crews access to real-time data and simplified workflows.

Streamline operations. Configure templates and inboxes to help manage work, track costs, and improve operations. Complete work anywhere and on any device.

Improve collaboration. Share asset data and streamline communication among employees, across departments, and with your customers.

Identify and evaluate risk. Cityworks and ArcGIS can help you identify your riskiest assets and put the right plan in place to improve them.

Make insightful decisions. Use dashboards, analytics, and maps to visualize data, understand resources, and report more accurately.



CITYWORKS PLL

GOODBYE, PAPERWORK. HELLO, EFFICIENCY.

Designed to simplify applications for customers and streamline workflows for staff, Cityworks PLL helps local governments and utilities deliver better service to their communities.

Give staff the power of GIS and automation. Spatial data is better data. Use GIS to automate application data collection, improve staff collaboration, and visualize data.

Help customers faster. Let residents, contractors, and businesses submit, pay, and track applications online at their convenience with an easy-to-use public portal.

Boost productivity. Configure templates, inboxes, and dashboards to help predict daily tasks and simplify processes. Complete work anywhere and on any device.

Make insightful decisions. Use dashboards, analytics, and maps to visualize data, understand resources, and report more accurately.

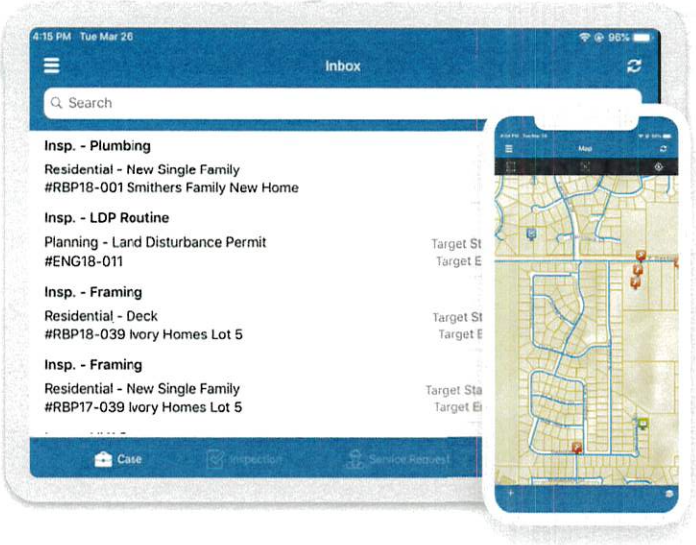
Improve collaboration. Cityworks PLL connects seamlessly with the Cityworks Asset Management System, allowing organizations to track the full lifecycle of public assets and achieve greater collaboration across departments.



RESPOND

Cityworks Respond delivers a persistent map experience and powerful dashboards with a modern look and feel—whether you're on a computer or tablet. You have the power to manage assets and create work orders, as well as capture digital signatures for inspections and permitting tasks, right in the palm of your hand.





MOBILE APPS
FOR IOS AND ANDROID

The Cityworks mobile app caches data locally on the device. This allows field crews to conduct inspections, investigate service requests, perform maintenance, and complete case tasks even out of network range. The apps integrate seamlessly with Esri apps, expanding your out-of-the-box functionality. For example, field users can easily access ArcGIS Field Maps from the Cityworks mobile app to capture or edit an asset in the GIS.

PAVEMENT MANAGEMENT

Whether you're patching potholes or rebuilding roads, maintaining pavement infrastructure is both costly and time consuming. Pavement Management helps you get ahead of the curve by integrating your pavement analysis tool and your work management system.

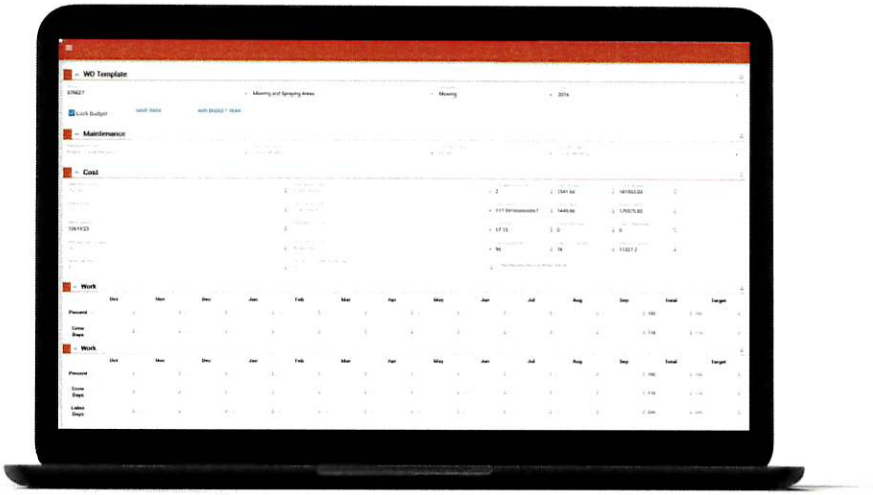
Pavement Management provides an easy-to-use communication link between Cityworks and pavement analysis tools like PAVER. By managing your pavement infrastructure in the geodatabase, Pavement Management allows you to track materials, costs, work history, and pavement analysis data in one central location.

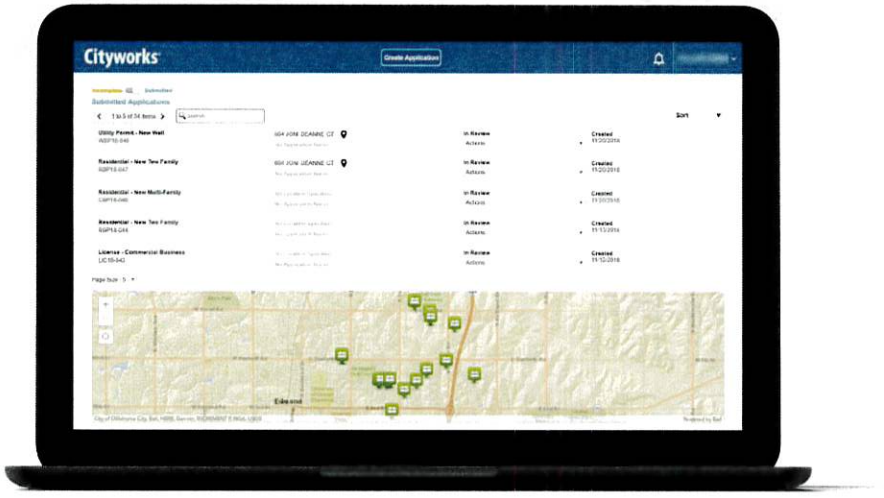


PERFORMANCE BUDGETING

When you track work progress against desired or anticipated levels, you can better promote crew accountability and efficiency, improve data quality and material tracking, and provide administrators with reliable indicators for infrastructure management.

Performance Budgeting supports activity-based budgeting reconciliation, year-to-date tracking, and annual and daily budget projections. Budget projections are based on work order templates, maintenance factors, cost factors, plus actual and projected work. Performance Budgeting can help to accurately predict future budgets and determine cost projection, productivity, optimal crew size, and more.





PUBLIC ACCESS

Public Access is the citizen portal to Cityworks PLL. It allows residents and contractors to apply for and track the progress of permits and licenses, start the application process, or finish an incomplete application. Once the permit or license has been created, the user can request inspections, check the status of the application, and pay permit fees online.

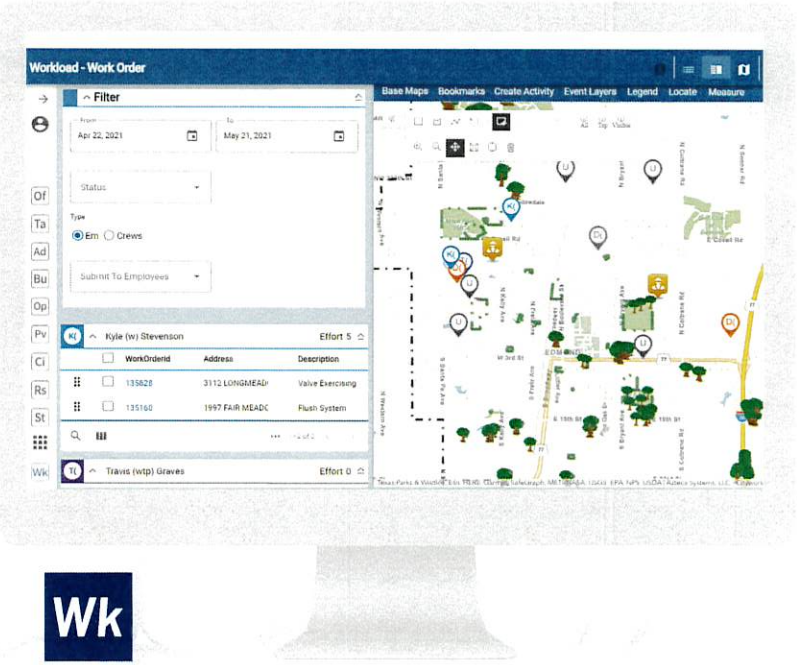
STOREROOM

Our warehouse management application is designed to track materials and transactions in a secure environment. As part of a holistic public asset management platform, Storeroom can help organizations reduce material costs, improve inventory levels, and better inform budgetary needs. Storeroom supports barcode scanning and other methods of automated warehouse data collection. Storeroom is also fully integrated with Cityworks Analytics to enable more detailed, visual reports.



WORKLOAD

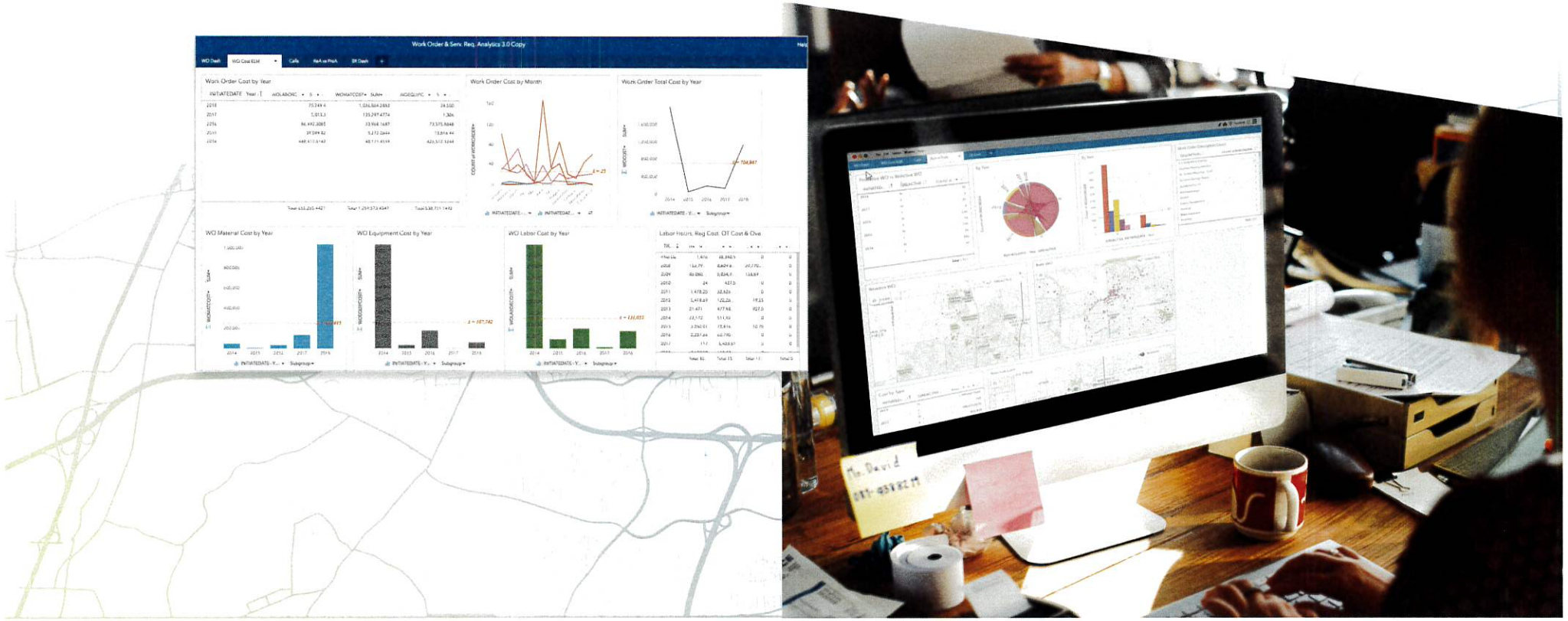
For supervisors who manage field crews and inspectors, juggling employee schedules can be a daunting task. Workload gives supervisors a simple yet powerful interface for reviewing, assigning, and modifying work activities. The application includes a dynamic map interface and allows managers to interact with PLL cases as well as AMS work orders and inspections.



ANALYTICS

Cityworks Analytics enables organizations to quickly create detailed reports using the information in their database. Analytics is integrated with ArcGIS Insights, Esri's data analytics software made for advanced location intelligence.

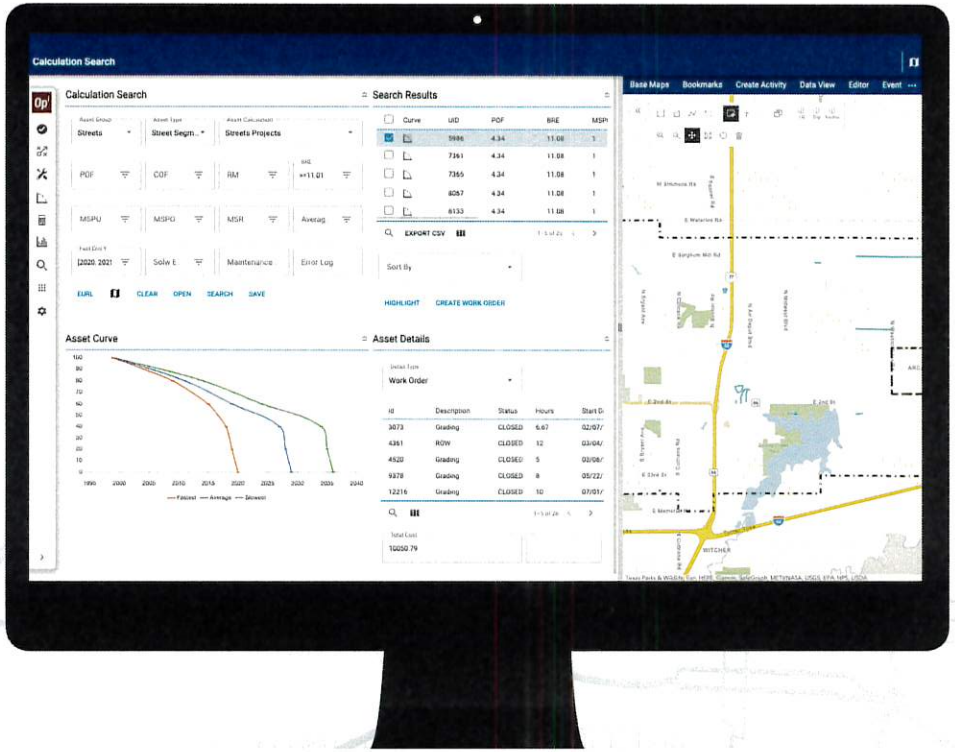
Using Cityworks Analytics with ArcGIS Insights allows users to visualize asset data in maps, charts, graphs, and tables. Together, these tools provide valuable information about the operational performance of your organization.



OPERATIONAL INSIGHTS

Operational Insights helps organizations identify and assess high-risk assets and establish maintenance strategies to increase their lifespan. This app delves into asset management through the framework of defining risk and tracking maintenance procedures. These risk and maintenance scores are calculated using Esri's ArcGIS, maintenance data, and expected useful life defined by the user.

Potential assets of concern can be identified on the dashboard or map, and work orders can be created using map tools. Operational Insights integrates with ArcGIS Insights, allowing for seamless creation of compiled analysis and data visualizations.



ASSET MANAGEMENT OUTPUTS

Operational Insights generates the following score outputs:

- **Probability of Failure (POF)**
- **Consequence of Failure (COF)**
- **Business Risk Exposure (BRE)**
- **Under Maintained Proactive Maintenance Score (MSPU)**
- **Over Maintained Proactive Maintenance Score (MSPO)**
- **Overall Reactive Maintenance Score (MSR)**
- **Asset Curve's Average End Year**
- **Asset Curve's Fast End Year**
- **Asset Curve's Slow End Year**

OpX

Organizing infrastructure asset data and reporting on large municipal and utility projects can sometimes feel impossible. OpX offers a streamlined experience for managing infrastructure projects and emergency response activities within Cityworks. By configuring projects to consume data from your asset management and permitting systems, you can monitor the full project lifecycle across multiple departments. OpX provides a single place to review related work activities and assets, quickly access contracts, compare actual costs to estimated costs, and track permit revenue against estimated revenue.



IoT SOLUTIONS
FOR INTELLIGENT ASSET MANAGEMENT

Maintaining essential services throughout your community is a full-time responsibility. But for communities across the globe, constrained resources and aging infrastructure pose steep challenges. In the United States alone, public infrastructure receives a D+ ranking.

A new IoT solution from Cityworks combines the power of ArcGIS, Trimble Unity, and the Trimble Telog family of battery-powered, wireless recorders and sensors. The solution allows utilities to leverage sensor data, location intelligence, and analytics tools in their asset management strategies by combining the industry-leading Cityworks asset management software with Trimble's Telog® IoT recorders and the latest release of Trimble Unity Remote Monitoring software.

This innovative GIS-centric solution allows organizations to better understand their service levels, work history, emergency response, and capital planning needs.



Cityworks®

A TRIMBLE COMPANY

OFFICE AND RESPOND

Browser-based user experiences optimized for the office and field.

MOBILE APPS

Mobile device user experiences optimized for either an iOS or Android device.

WEB GIS-CENTRIC PLATFORM

Cityworks and ArcGIS provide a full web GIS-centric platform for public asset management, permitting, licensing, and planning.

Available on the App Store

ANDROID APP ON Google Play

For more information contact us at:

info@cityworks.com • 801-523-2751 • Cityworks.com

esri Partner Network Platinum

esri ArcGIS Hub Specialty

esri ArcGIS for Local Government Specialty

esri ArcGIS Marketplace Provider

esri ArcGIS Online Specialty

esri Release Ready Specialty

esri ArcGIS Indoors Specialty

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Trimble

Trimble Unity Maintain

GIS-Centric Enterprise Asset Management



Trimble® Maintain is a cloud-based, GIS-centric enterprise asset management software that enables owners of complex properties and infrastructure to increase efficiency and reduce costs by optimizing asset operation and maintenance.

Trimble Unity Maintain is part of the Trimble Unity Asset Lifecycle Management Solution, a suite of capabilities that connect workflows across the asset lifecycle — from planning, design, and construction to asset operation and maintenance.

Key Industry Challenges

Lack of Data Continuity & Integrity

<10% of the information needed is accessible due to knowledge gaps and data duplication

Inefficiencies

Inefficiencies lead to cost overruns of up to 15%.

Poor Public Perception

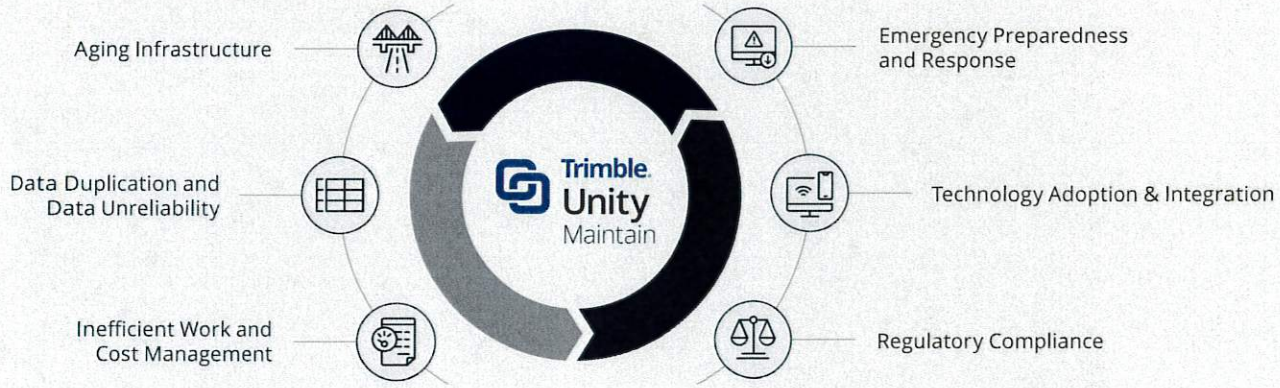
65% of the public lacks trust in the organization, resulting in reputational damage.

These challenges can negatively affect decision-making, asset performance, and community confidence.

Elevate Your Asset Operation and Maintenance

Trimble Unity Maintain addresses key challenges by leveraging valuable GIS data from all stages of an asset's lifecycle. It digitizes asset maintenance workflows from a single, unified platform with a centralized asset inventory, providing teams with enhanced data visibility that enables better decision-making. Plus, the integrated Trimble Unity Field mobile app works with Trimble Unity Maintain to support seamless field-to-office workflows.

Tackle key challenges seamlessly with Trimble Unity Maintain



Improve decision-making, enhance efficiency, and optimize asset operation and maintenance with Trimble Unity Maintain.

Who can benefit from Trimble Unity Maintain?

Trimble Unity Maintain is tailored to the asset operation and maintenance needs of public and private organizations. Asset management professionals such as public works officials, city managers, department of transportation (DOT) teams, and facilities managers for healthcare, education, and commercial properties use Trimble Unity Maintain features and functionalities to make informed decisions for infrastructure planning, operations, and maintenance.

Key Features

Work Order Management
Improve efficiency and safety with seamless field-to-office communications.

Inspections
Using connected data and automated workflows, ensure safety and compliance while saving time.

Geospatial Analysis and Inventory Management
Visualize transportation network attributes and performance on embedded GIS maps with LRS support, providing each asset's location, condition, history, and other data points.

Predictive Analytics & Risk Assessment
Identify high-risk assets, evaluate maintenance needs, and compare what-if scenarios to understand the impact of timelines, budgets, and constraints on your asset management plan.

Data Visualization & Reporting
Display and share interactive dashboards and reports that show the reasoning behind strategic decisions and the impact of infrastructure investments.

Work Plan Optimization & Management
Identify optimal work activities to achieve objectives and streamline maintenance operations for improved efficiency in both office and field settings.



Benefits of Choosing Trimble Unity Maintain

Trimble Unity Maintain offers better data security, scalable cloud infrastructure, reduced IT overhead, and automatic updates. It integrates maintenance management, eliminates data silos, provides real-time updates, and improves decision-making. Proactive maintenance cuts costs and extends asset life, while improved visibility and streamlined processes enhance service reliability.

What Makes Trimble Unity Stand Out?

All-in-One Enterprise Asset Management Solution

Enhanced GIS-centric Platform

Streamlined Deployment, configurable to meet the organization's needs

For more information scan the QR code or visit assetlifecycle.trimble.com.

Trimble

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RESOLUTION

The following Resolution was offered by Comm. _____ and seconded by Comm. _____.

WHEREAS the City of Plymouth Department of Municipal Services has experienced increasing regulatory, inspection, documentation and reporting requirements, while the City's existing work order system has limited integration with the City's Geographic Information System (GIS); and

WHEREAS the City has invested significantly in developing its GIS, and DMS has spent several years researching asset management systems and working with municipal colleagues throughout Metro Detroit and beyond, many of whom have successfully implemented Trimble Unity Maintain, formerly Cityworks, to manage municipal infrastructure, work orders, inspections and regulatory reporting; and

WHEREAS Administration recommends Trimble Unity Maintain as a GIS-based computerized maintenance and asset management system, initially serving drinking water, sanitary sewer, stormwater and cemetery operations, with the ability to expand to other City assets and operations; and

WHEREAS Trimble Unity Maintain/Cityworks is proprietary software and is therefore being treated as a sole-source software purchase, and RitterGIS of Livonia is recommended for implementation and support based on its previous work with the City's tax maps, assessing data and GIS, as well as its experience implementing and supporting Cityworks for numerous municipalities throughout Metro Detroit; and

WHEREAS funding for the software, implementation and support services is included in the City's FY 2026-27 budget within the appropriate General, Major Street, Local Street, Solid Waste, Water/Sewer and Equipment funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Plymouth hereby authorizes the purchase and implementation of Trimble Unity Maintain and related services as follows:

- RitterGIS Workflow Application Development – $10,000 one-time
- RitterGIS Implementation and Setup – $30,000 one-time
- Trimble Unity Maintain Software-as-a-Service – $19,890 annually (Year 1)
- ESRI ArcGIS Pro Software-as-a-Service – $1,500 annually (Year 1)
- RitterGIS Hosted Web Form Integration – $5,000 annually (Year 1)
- RitterGIS technical assistance, operational support, maintenance, integration and training – not to exceed $4,800 per month

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the necessary agreements and documents to implement the system consistent with the amounts and terms presented to the City Commission.

ITEM # 9.d

Administrative Recommendation

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

www.plymouthmi.gov
Phone 734-453-1234
Fax 734-455-1892

To: Mayor & City Commission
From: Chris S. Porman, City Manager
CC: *S:\Manager\Porman Files\Memorandum - Authorization to Purchase UHF Radios - 09-08-26.docx*
Date: September 4, 2026
RE: Authorization to Purchase UHF Mobile and Portable Radios

Background

The Department of Municipal Services (DMS) relies on UHF radios for communication between staff and crews in the field and the Plymouth Community Dispatch Center. The City Commission recently authorized repairs to the Dispatch Center radio console, which serves as the connection between the Police and Fire 800 MHz radio system and the DMS UHF system. Replacement of obsolete equipment within that console is currently underway.

Over the past several years, DMS has evaluated options for replacing its aging mobile and portable radios. Staff considered transitioning to the 800 MHz system as well as alternative technologies, including cellular LTE and push-to-talk systems. These alternatives were either cost prohibitive for the number of units required or did not provide reliable communication in some of the environments where DMS employees work, including underground locations and concrete and steel structures. Based on that evaluation, staff determined that continuing to utilize UHF technology is the most practical option for DMS operations.

The existing DMS mobile and portable radios are beyond their useful service life. Following consultation with Mobile Communications, staff recommends replacing the vehicle-mounted radios with Motorola MOTO XPR 2500 units and the portable radios with Motorola MOTO R5 units. The proposed purchase includes 24 mobile radios for DMS vehicles and equipment and 12 portable radios for use by staff and field crews.

The total cost is $35,350.17, consisting of $30,064.46 for equipment and $5,285.71 for programming. Pricing is available through the State of Michigan MiDEAL extended purchasing program. Funding for the purchase is included in the City's 2026-2027 Capital Improvement Plan under the Equipment Fund.

Recommendation

Administration recommends that the City Commission authorize the purchase of the DMS mobile and portable radio equipment and associated programming services from Motorola Solutions of Chicago, Illinois, pursuant to Quote #09022026, in an amount not to exceed **$35,350.17**.

Department of Municipal Services

1231 Goldsmith, Plymouth, MI 734-453-7737 dms@plymouthmi.gov

Date: September 3, 2026
To: Chris S. Porman, City Manager
From: Adam Gerlach, Deputy Director of Municipal Services
Re: DMS UHF Mobile and Portable Radio Replacement

BACKGROUND:
As you are aware, the City Commission recently approved the repair to the radio console at the Plymouth Community Dispatch Center that serves as the link between the Police/Fire 800mHz radios and the DMS UHF radios. The repair and replacement of the obsolete equipment in the console is in process.

Municipal services staff have been searching for reliable, durable, cost effective, and easy-to-use replacements for our UHF radios for the last few years. We reviewed switching to 800mHz or another alternative technology (cellular LTE, push-to-talk, etc.). These options were found to be either too expensive to purchase the quantity of units needed, or unreliable when tested in the unique environments that our crew work (underground or inside concrete and steel structures). The best option for our operation is to continue to use UHF radios.

The current mobile and portable UHF radios used by DMS staff and crew are past the end of their service life. After discussing our needs with the radio system experts at Mobile Communications, we found the best and most cost effective option is to replace all of the vehicle mounted mobile radios with Motorola MOTO XPR 2500s and replace the portable radios with Motorola MOTO R5s. Mobile Communications has provided a quote to provide and program 24 mobile radios for the equipment and vehicles in the DMS fleet, and to provide and program 12 portable radios to be carried by the DMS staff and crews. The hardware equipment cost is $30,064.46 and labor to program is $5,285.71 for a total cost of $35,350.17. The quote from Motorola Solutions as well as specifications for the MOTO XPR 2500 and MOTO R5 are attached for reference.

RECOMMENDATION:
The City staff recommend that the City Commission authorize the purchase of the hardware and services as detailed on Quote #09022026 from Motorola Solutions of Chicago, IL in the amount of $35,350.17. The equipment pricing is provided through the State of Michigan, MiDeal extended purchasing program. The funding for this purchase is covered in the 2026-2027 budget in the Capital Improvement Plan under the Equipment Fund. The capital improvement plan with the line item noted is attached.

Should you have any questions, please feel free to contact me.

MOTOROLA SOLUTIONS

QUOTE # 09022026

CUSTOMER: PLYMOUTH, CITY OF
ADDRESS: 201 S MAIN
PLYMOUTH MI, 48170

ATTN: Justin Bulmer
CUSTOMER #:
DATE: September 2, 2026

MOTOROLA SOLUTIONS
500 W MONROE ST.
STE 4400
CHICAGO, IL 60661

Presented by CSM:
Brent Ohrman
brent.ohrman@motorolasolutions.com

LINE ITEM	O	QTY	NOMENCLATURE	DESCRIPTION	UNIT PRICE	DISC PRICE	EXTENDED PRICE
				HARDWARE EQUIPMENT			
1		12	AAH07RDC9SA1AN	MOTO R5 400-512MHZ NON-KEY PAD UHF 4W NKP WIFI/BT - STND BATTERY, MIC, 5 YR ESS		$	8,770.80
2		24	AAM02QPH9JA1AN	MOTO XPR 2500 403-470 MHZ MOBILE 40W DISPLAY 128 CH - STND MIC, MOUNTING BRACKET, IGNTION SWITH, ROOF MOUNT UNITY GAIN ANTENNA, 5 YR ESS		$	20,093.66
3		2		MOTO MULTI-UNIT CHARGER IMPRES DESKTOP 2.1 DSPLY		$	1,200.00
					EQUIPMENT TOTAL	**$**	**30,064.46**
				SERVICES			
4			Labor - Portable / Mobile Programming, Template Building			$	5,285.71
					SERVICES TOTAL	**$**	**5,285.71**
					HARDWARE & SERVICES TOTAL	**$**	**35,350.17**

NOTES:
* Please indicate acceptance of this service by signing below and providing a Purchase Order or Notice to Proceed referencing quote #09022026
* Mobile installation to be completed by City of Plymouth

QUOTE VALID FOR 60 DAYS
TERM: MiDeal Equipment Discounts

Customer Signature **DATE**

Item Description	Req By	Account #		R N	Est Life	Dept Priority	Method of Funding Approp	Act 99	Grant	Bonds	Dept Req Est Cost	Manager Revisions	Budgeted Cost
PUBLIC IMPROVEMENT FUND													
	DMS	445-770	-977.000	N	5	1	X				-	-	-
PUBLIC IMPROVEMENT FUND TOTAL											-	-	-
WATER & SEWER FUND													
Lead & galvanized service line replacement program	DMS	592-261	-818.000	R,N	4	1	X				50,000	-	50,000
Utility patch repair	DMS	592-261	-818.000	R	5	1	X				50,000	-	50,000
Replace construction/safety barricades	DMS	592-261	-818.000	R	10	2	X				25,000	-	25,000
Replace isolation valves (valve, structure, pipe & connections)	DMS	592-261	-818.000	R	10	1	X				60,000	-	60,000
Replace fire hydrants	DMS	592-261	-818.000	R	10	1	X				20,000	-	20,000
Subtotal											**205,000**	-	**205,000**
Water Portion of Road Project 2026													
Wilcox water main engineering	DMS	560-588	-818.406	R	50	1	X				18,000	-	18,000
Riverside Comfort Station water system upgrades-engineering	DMS	560-588	-818.406	R	50	1	X				24,300	-	24,300
Water main replacement under active railroad crossings	DMS	560-588	-818.406	R	50	1	X				20,000	-	20,000
Lead service line replacement-engineering	DMS	560-588	-818.406	R	50	1	X				15,000	-	15,000
Road preventative maintenance- topographic survey	DMS	560-588	-818.406	R	50	1	X				12,500	-	12,500
Road preventative maintenance- construction management	DMS	560-588	-818.406	R	50	1	X				2,500	-	2,500
Riverside Comfort Station road reconstruct-construction	DMS	560-588	818.450	R	25	1	X				270,000	-	270,000
Lead service line replacement-construction	DMS	560-588	818.450	R	25	1	X				200,000	-	200,000
Water Subtotal of Road Plan 2026											**562,300**	-	**562,300**
Sewer Portion of Road Project 2026													
Hines Ct - sewer improvements-engineering	DMS	560-589	-818.406	R	10	1	X				20,000	-	20,000
Sanitary sewer manhole repairs	DMS	560-589	-818.406	R	10	1	X				20,000	-	20,000
Road preventative maintenance - topographic survey	DMS	560-589	-818.406	R	25	1	X				12,500	-	12,500
Road preventative maintenance - construction management	DMS	560-589	-818.406	R	25	1	X				2,500	-	2,500
Hines Ct - sewer improvements-construction	DMS	560-589	-818.406	R	25	1	X				200,000	-	200,000
Sewer Subtotal of Road Plan 2026											**255,000**	-	**255,000**
WATER / SEWER FUND TOTAL											**1,022,300**	-	**1,022,300**
EQUIPMENT FUND													
Body camera/in-car video system	POL	661-000	-977.301	R	5		X				175,000		175,000
Salt Truck 8-10yd, GMC 8500 MY'01 replace with Swaploader DMS 121	DMS	661-000	-141.500	N	15	1	X				350,000		350,000
Salt Truck 8-10yd, GMC 8500 MY'0p replace with Swaploader DMS 122	DMS	661-000	-141.500	N	15	1	X				350,000	(350,000)	-
ATTACH - Swaploader Leaf Vac Body (Replace T-vac (DMS 147)	DMS	661-000	-141.500	N	15	1	X				200,000		200,000
Sewer Cleaner - Vactor 2100i/Freightliner 113SD MY'22 (DMS-22-137	DMS	661-000	-141.500	N	15	1	X				600,000		600,000
Replace 2-way Radio system(UHF/VHF/800mHZ)	DMS	661-000	-141.500	N	15	1	X				50,000		50,000
Hearing Protection & Safety Communication System -Sonetics	DMS	661-000	-141.500	N	15	1	X				7,500	(7,500)	-
EQUIPMENT FUND TOTAL											**1,732,500**	**(357,500)**	**1,375,000**

PRODUCT SPEC SHEET
MOTOTRBO™ XPR™ 2500 MOBILE RADIOS

MOTOTRBO™ XPR™ 2500 MOBILE RADIO

DIGITAL, NOW WITHIN REACH



Picking up cargo or re-routing school buses, how do you make sure your people stay connected and safe? MOTOTRBO™ can help by putting the power of digital communications within reach. Versatile and powerful, the MOTOTRBO XPR™ 2500 combines the best of two-way radio functionality with the latest digital technology for enhanced voice communications.

MOTOTRBO XPR™ 2500 mobile radios are compact and capable for the busy mobile worker who needs digital technology at an affordable cost. You get all the advantages of digital – including systems capability, twice the calling capacity and clearer voice communications.

The MOTOTRBO XPR 2500 has systems capability, so when you need the flexible coverage of IP Site Connect or the traffic-handling capability of Capacity Plus, the XPR 2500 can deliver.

XPR 2500 is the perfect fit for your analog system, as well. With easy scalability and analog interoperability, you can move to digital at your own pace and budget. The XPR 2500 can help you achieve even greater productivity, safety and cost-efficiency.

Empower your teams to communicate more effectively with the MOTOTRBO XPR 2500.

FEATURES

- Analog / Digital
- Voice Communications
- Alphanumeric Display
- Intelligent Audio
- Basic Privacy
- Dual Capacity Direct Mode
- Voice Announcement
- Digital Mobile Radio (DMR) Standards Compliant
- Narrowbanding Compliant
- Transmit Interrupt (Decode)
- IP54 Rated

OPTIONS

- Enhanced Privacy
- Radio Management Suite
- Transmit Interrupt (Encode)

COMPATIBILITY

- Over The Air Programming (OTAP)
- IP Site Connect
- Capacity Plus
- Linked Capacity Plus

AFFORDABLE VOICE COMMUNICATIONS FOR THE BUSY PROFESSIONAL WHO WANTS BETTER CONNECTIVITY

HEAR AND BE HEARD CLEARLY ON THE MOVE

When it comes to exceptional audio quality, digital technology can't be beaten. The XPR 2500 delivers clarity throughout your coverage area plus unique features to help employees hear and be heard clearly. With its Intelligent Audio, for example, drivers don't need to adjust their radio volume when there is a lot of background road noise, as the radio adjusts itself.

Unleash the power of your XPR 2500 mobiles with Motorola Original® accessories. They're the only accessories designed, built and tested with your radio to optimize its performance. (See separate accessory fact sheet for full portfolio.)

MIGRATE AT YOUR OWN PACE

Keeping operations running smoothly during a change in communication systems is vital to your operation. Now you can transition to digital with great confidence and low risk at a price you can afford. It's easy to migrate because the XPR 2500 operates in both analog and digital modes. Analog and digital channels can be configured concurrently on the same radio, and scanning can be digital, analog or dual-mode. So you can use your existing analog system and move to digital when time and budget allow.

CONNECT MORE PEOPLE, MORE PRODUCTIVELY

Whether your people are delivering packages or transporting students, you'll appreciate our mobile's easy scalability. All it takes is a simple software upgrade to add key features like enhanced scrambling for increased voice privacy or the transmit interrupt suite to prioritize critical communication.

And when you want to expand capacity or coverage, rely on IP Site Connect which uses the Internet to extend coverage to employees anywhere in the world. Use single-site Capacity Plus to reach many more workers without adding new frequencies, and count on Linked Capacity Plus for affordable wide area trunking.

IMPROVE THEIR EFFECTIVENESS

With enhanced features and integrated systems capability, the XPR 2500 helps your workers be more effective at what they do. Voice announcement, for example, calls out channel and zone changes so they don't have to look at the radio while they're on the go. And convenient one-touch programmable buttons provide fast access to their favorite radio features.

INTEGRATE YOUR DEVICES SEAMLESSLY

Make sure your new MOTOTRBO system is ready when you are. We can bring together the right experts and processes to help you integrate MOTOTRBO mobile radios into your existing system, quickly and cost-effectively. Motorola's Implementation Services include Coverage Mapping, Site Integration, Device Programming and IP Networking Services.

GET DURABILITY THAT ENDURES

The XPR 2500 is made to last. It is rated IP54 (splashproof, dustproof), so it can be used even in harsh environments. The radio is backed by a two-year Standard Warranty (US and Canada) with a minimum one-year warranty on Motorola-branded accessories. Because accidents happen, Motorola recommends Service from the Start Comprehensive, which delivers accelerated turnaround on radio repairs (including physical, chemical and liquid damage) and even covers shipping costs. By reducing your downtime, Service from the Start Comprehensive helps you to lower your total cost of ownership and focus on your business operations, not your technology.



PRODUCT SPEC SHEET
MOTOTRBO™ XPR™ 2500 MOBILE RADIOS



GENERAL SPECIFICATIONS

	XPR 2500	
	VHF	**UHF BAND 1**
Channel Capacity	128	
Typical RF Output Low Power High Power	 1-25 W 25-45 W	 1-25 W 25-40 W
Frequency	136-174 MHz	403-470 MHz
Dimensions (H x W x L)	1.7 x 6.7 x 5.3 in (44 x 169 x 134 mm)	
Weight	2.9 lbs (1.3 kg)	
Current Drain Standby Rx @ Rated Audio Transmit	 0.81 A max 2 A max 1-25 W: 11.0 A max / 25-45 W: 14.5 A max	 0.81 A max 2 A max 1-25 W: 11.0 A max / 25-40 W: 14.5 A max
FCC Description	1-25 W: ABZ99FT3090 25-45 W: ABZ99FT3091	1-25 W: ABZ99FT4092 25-40 W: ABZ99FT4093
IC Description	1-25 W: 109AB-99FT3090 25-45 W: 109AB-99FT3091	1-25 W: 109AB-99FT4092 25-40 W: 109AB-99FT4093

RECEIVER

Frequency	136-174 MHz	403-470 MHz
Channel Spacing	12.5 kHz / 25 kHz[1]	
Frequency Stability (-30°C, +60°C, +25°C Ref)	± 0.5 ppm	
Analog Sensitivity (12 dB SINAD)	0.3 uV 0.22 uV (typical)	
Digital Sensitivity (5% BER)	0.25 uV 0.19 uV (typical)	
Intermodulation (TIA603D)	75 dB	70 dB
Adjacent Channel Selectivity (TIA603D)	50 dB @ 12.5 kHz 75 dB @ 25 kHz[1]	50 dB @ 12.5 kHz 70 dB @ 25 kHz[1]
Spurious Rejection (TIA603D)	75 dB	70 dB
Rated Audio	4 W (Internal) 7.5 W (External - 8 ohms) 13 W (External - 4 ohms)	
Audio Distortion @ Rated Audio	3% (typical)	
Hum and Noise	-40 dB @ 12.5 kHz -45 dB @ 25 kHz[1]	
Audio Response	TIA603D	
Conducted Spurious Emissions (TIA603D)	-57 dBm	

TRANSMITTER

Frequency	136-174 MHz	403-470 MHz
Channel Spacing	12.5 kHz / 25 kHz[1]	
Frequency Stability (-30°C, +60°C, +25°C Ref)	± 0.5 ppm	
Low Power Output	1-25 W	1-25 W
High Power Output	25-45 W	25-40 W
Modulation Limiting	± 2.5 kHz @ 12.5 kHz ± 5.0 kHz @ 25 kHz[1]	
FM Hum and Noise	-40 dB @ 12.5 kHz -45 dB @ 25 kHz[1]	
Conducted / Radiated Emission	-36 dBm < 1 GHz -30 dBm > 1 GHz	
Adjacent Channel Power	60 dB @ 12.5 kHz 70 dB @ 25 kHz[1]	
Audio Response	TIA603D	
Audio Distortion	3%	
FM Modulation	12.5 kHz: 11K0F3E 25 kHz[1]: 16K0F3E	
4FSK Digital Modulation	12.5 kHz Data: 7K60F1D and 7K60FXD 12.5 kHz Voice: 7K60F1E and 7K60FXE Combination of 12.5 kHz Voice and Data: 7K60F1W	
Digital Vocoder Type	AMBE +2™	
Digital Protocol	ETSI TS 102 361-1, -2, -3	

[1] 25 kHz may not be available in the U.S. for Part 90 operation due to the FCC's Narrowbanding requirements.
Specifications subject to change without notice. All specifications shown are typical.
Radio meets applicable regulatory requirements.

MILITARY STANDARDS

	810C		810D		810E		810F		810G	
	Method	Procedures	Method	Procedures	Method	Procedures	Method	Procedures	Method	Procedures
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II
Temperature Shock	503.1	–	503.2	I/A1/C3	503.3	I/A1/C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	–	507.5	II - Aggravated
Salt fog	509.1	–	509.2	–	509.3	–	509.4	–	509.5	–
Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, II	516.3	I, IV	516.4	I, IV	516.5	I, IV	516.6	I, IV, V, VI

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	-30°C / +60°C
Storage Temperature	-40°C / +85°C
Thermal Shock	Per MIL-STD
Humidity	Per MIL-STD
ESD	IEC 61000-4-2 Level 3
Dust and Water Intrusion	IP54, MIL-STD[2]
Packaging Test	Per MIL-STD

[2] Radio meets IP54 and MIL-STD rating with microphone sealing boot and rear accessory connector cover properly installed.
Specifications subject to change without notice.
All specifications shown are typical.
Radio meets applicable regulatory requirements.

For more information on the MOTOTRBO™ XPR™ 2500, visit **motorolasolutions.com/mototrbo**.

To find your nearest Motorola Channel Partner, go to **motorolasolutions.com/contactus**.

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. **motorolasolutions.com**

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MOTOTRBO™
DIGITAL REMASTERED.

MOTOROLA

Data Sheet NAMR

MOTOTRBO™ R5 portable two-way radios



MOTOTRBO R5 connects teams, helping boost efficiency and safety with loud, clear audio that cuts through background noise, plus intuitive status indications and controls so workers can focus on their tasks, all in a tough, compact device that's built to last.

Key features

- VHF and UHF
- Wi-Fi 2.4/5.0 GHz
- WPA3 Wi-Fi security protocol compliant
- Bluetooth® Core version 5.2
- Digital and analog signaling
- 1.5" 132 x 48 px display[1]
- Modern, intuitive user experience
- Wide suite of accessories
- Sleek and ergonomic form factor
- Automatic acoustic feedback suppression
- SINC+ Noise Suppression
- AI-trained Noise Suppression
- Intelligent Audio
- IMPRES™ audio and energy technology
- Programmable loudness up to 106 phons
- Wideband speaker
- Simple audio configuration
- Up to 32 hours battery life[2]
- IP67 dust-tight and waterproof
- Intrinsically safe option (UL TIA4950 / CSA C22.2)
- Robust side accessory connector
- Rugged to MIL-STD 810H
- 5 years of hardware repair and software updates with optional add-ons for enhanced cover

MOTOROLA SOLUTIONS

Specifications

GENERAL SPECIFICATIONS				
	R5 LIMITED KEYPAD MODEL (LKP)		R5 NON-KEYPAD MODEL (NKP)	
Band	VHF	UHF	VHF	UHF
Frequency	136 - 174 MHz	400 - 512 MHz	136 - 174 MHz	400 - 512 MHz
High Power Output	5 W	4 W	5 W	4 W
Low Power Output	1 W			
Channel Spacing	12.5 kHz, 25 kHz			
Channel Capacity	256		64	
Zone Capacity	50		4	
Display	132 x 48 px 1.5" monochrome display		n/a	
FCC Description	AZ489FT7181	AZ489FT7182	AZ489FT7181	AZ489FT7182
IC Description	109U-89FT7181	109U-89FT7182	109U-89FT7181	109U-89FT7182
Power Supply (Nominal)	7.5 V			
MOTOTRBO R5 WITH SLIM IMPRES LI-ION IP67 2200 MAH BATTERY (PMNN4888)				
Dimensions (h x w x d)	122 x 56 x 35 mm (4.82 x 2.2 x 1.37 inches)			
Weight	285 g		269 g	
Battery life[2] (digital/analog)	21.5 / 16 hrs	20 / 15.5 hrs	21.5 / 16 hrs	20 / 15.5 hrs
Operating temperature	-20 °C to 60 °C (-4 °F to 140 °F)			
MOTOTRBO R5 WITH IMPRES LI-ION IP67 3200 MAH BATTERY (PMNN4889)				
Dimensions (h x w x d)	122 x 56 x 41 mm (4.82 x 2.2 x 1.6 inches)			
Weight	318 g		301 g	
Battery life[2] (digital/analog)	32 / 24 hrs	30 / 23 hrs	32 / 24 hrs	30 / 23 hrs
Operating temperature	-20 °C to 60 °C (-4 °F to 140 °F)			
MOTOTRBO R5 WITH IMPRES LI-ION IP67 TIA4950 3200 MAH BATTERY (PMNN4890)				
Dimensions (h x w x d)	122 x 56 x 41 mm (4.82 x 2.2 x 1.6 inches)			
Weight	332 g		315 g	
Battery life[2] (digital/analog)	32 / 24 hrs	30 / 23 hrs	32 / 24 hrs	30 / 23 hrs
Operating temperature	-20 °C to 60 °C (-4 °F to 140 °F)			

SERVICE COVERAGE

Included: Hardware repair, technical support and software updates (5 years)

Optional: Accidental damage hardware repair (5 years)

HAZLOC CERTIFICATION

ANSI/TIA4950 and CAN/CSA C22.2 No. 157-92 certified as intrinsically safe for use in Class I, II, III, Division 1, Groups C, D, E, F, G, Division 2, Groups A, B, C, D when properly equipped with Motorola UL-Approved battery

MARITIME CERTIFICATION

R5 VHF models meet the requirements of FCC Rule Part 80 and ISED RSS-182 for maritime use on board ships

Specifications

TRANSMITTER SPECIFICATIONS	
FM Modulation	12.5 kHz: 11K0F3E 25 kHz: 16K0F3E
4FSK Digital Modulation	12.5 kHz Data: 7K60F1D and 7K60FXD 12.5 kHz Voice: 7K60F1E and 7K60FXE Combination of 12.5 kHz Voice and Data: 7K60F1W
Digital Protocol	ETSI TS 102 361-1, -2, -3 DMR Tier II
Conducted/Radiated Emissions (TIA603E / ANSI C63.26, C63.4)	-36 dBm, <1 GHz, -30 dBm >1 GHz
Adjacent Channel Power (TIA603E)	60 dB @ 12.5 kHz 70 dB @ 25 kHz
Frequency Stability	±0.5 ppm
Modulation Limiting (TIA603E)	±2.5 kHz @ 12.5 kHz ±5.0 kHz @ 25 kHz

RECEIVER SPECIFICATIONS	
Analog Sensitivity (12dB SINBAD)	0.16 µV
Digital Sensitivity (5% BER)	0.14uV
Intermodulation (TIA603E)	70 dB
Adjacent Channel Selectivity (TIA603A) - 1T	60 dB @ 12.5 kHz 70 dB @ 25 kHz
Adjacent Channel Selectivity (TIA603E) - 2T	45 dB @ 12.5 kHz 70 dB @ 25 kHz
Spurious Rejection (TIA603E)	70 dB
Frequency Stability	±0.5 ppm

WI-FI SPECIFICATIONS	
Frequency Range	2.4 GHz, 5 GHz
Standards Supported	Wi-Fi 5 / IEEE 802.11a/b/g/n/ac
Security Protocol Supported	WPA3, WPA2
Roaming Protocol Supported	IEEE 802.11k/v/r
Maximum Number of SSIDs	128 (64 for NKP Models)

BLUETOOTH SPECIFICATIONS	
Bluetooth Technology	Bluetooth, Bluetooth Classic, Bluetooth LE, Bluetooth Dual Mode
Core Version	Qualified against Bluetooth Core 5.2
Range	Class 2, 10 m (33 ft)
Supported Profiles	Bluetooth Headset Profile (HSP), Serial Port Profile (SPP), Personal Area Network (PAN), Generic Attributes (GATT)
Simultaneous Connections	1 audio accessory and up to 4 data devices

AUDIO SPECIFICATIONS	
Digital Vocoder Type	AMBE+2™
Hum and Noise	-40 dB @ 12.5 kHz -45 dB @ 25 kHz
Audio Response (TIA603E / ANSI C63.26)	+1, -3 dB
Audio Output Power (Rated/Max)	1 W / 3 W
Audio Distortion at Rated Audio	≤3%
Maximum Speech Loudness, Default (ISO532B)	101 phon @ 30 cm
Maximum Programmable Speech Loudness (Digital) (User Selectable Audio Profile Level 3)	106 phon @ 30 cm

ENVIRONMENTAL SPECIFICATIONS	
Operating temperature[3]	-30 °C to 60 °C (-22 °F to 140 °F)
Storage temperature	-40 °C to 85 °C (-40 °F to 185 °F)
Thermal Shock	Per MIL-STD
Humidity	Per MIL-STD
Electrostatic Discharge	IEC 61000-4-2 Level 4
Dust and Water Intrusion	IP67
Salt Fog	5% NaCl for 8 hrs at 35 °C, 16 hrs standing
Packaging Test	MIL-STD 810D and E

MILITARY STANDARDS

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G		MIL-STD 810H	
	Method	Procedure	Method	Procedure	Method	Procedure	Method	Procedure	Method	Procedure	Method	Procedure
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.6	II	500.6	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.6	I/A1, II/A1	501.7	I/A1, II/A1
Low Temperature	502.1	I	502.2	I, II	502.3	I, II	502.4	I, II	502.6	I, II	502.7	I, II
Temperature Shock	503.1	I	503.2	A1/C3	503.3	A1/C3	503.4	I	503.6	I-C	503.7	1-C
Solar Radiation	505.1	II	505.2	I/A1	505.3	I/A1	505.4	I/A1	505.6	I/A1	505.7	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.6	I, III	506.6	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-	507.6	II/Aggravated	507.6	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	-	509.6	-	509.7	-
Blowing Dust & Sand	510.1	I / -	510.2	I, II	510.3	I, II	510.4	I, II	510.6	I, II	510.7	I, II
Vibration	514.2	VIII/CatF, XI	514.3	I/Cat10, II/Cat3	514.4	I/Cat10, III/Cat3	514.5	I/Cat24, II/Cat5	514.7	I/Cat24, II/Cat5	514.8	I/Cat24, II/Cat5
Shock	516.2	I, II	516.3	I, IV	516.4	I, IV	516.5	I, IV	516.7	I, IV	516.8	I, IV

Features

R5 is available with limited keypad (LKP) and non-keypad (NKP) versions.

	R5 LKP	R5 NKP
GENERAL		
VHF 5 W, UHF 4 W	●	●
Limited keypad	●	–
Monochrome display	●	–
Analog and digital	●	●
Voice and text	●	●
Integrated Wi-Fi	●	●
Canned text messaging	●	●[4]
Bluetooth audio	●	●
Bluetooth data	●	●
Voice operated transmit (VOX)	●	●
Voice announcement	●	●
Home channel reminder	●	●
Late entry	●	●
Priority scan	●	●
AUDIO		
Intelligent Audio in digital mode	●	●
IMPRES audio	●	●
Received audio leveling	●	●
Automatic acoustic feedback suppressor	●	●
Microphone distortion control	●	●
User-selectable audio profile	●	●
Trill enhancement	●	●
AI-trained noise suppression	●	●
Single mic noise cancellation (SINC+)	●	●
SYSTEMS		
Dual Capacity Direct Mode	●	●
Conventional	●	●
IP Site Connect	○	○
Capacity Plus single site	○	○
Capacity Plus multi-site	○	○

	R5 LKP	R5 NKP
MANAGEMENT		
CPS 2.0 and Radio Management	●	●
Over-the-air programming (via DMR)	●	●
Over-the-air software update (via Wi-Fi)	●	●
IMPRES energy	●	●
IMPRES battery management	○	○
Over-the-air battery management	○	○
SAFETY		
Emergency button	●	●
Lone worker	●	●
IP67	●	●
Rugged to MIL-STD 810	●	●
Basic privacy	●	●
Enhanced privacy	●	●
Transmit Interrupt	●	●
Digital emergency	●	●
Emergency search tone	●	●
Remote monitor	●	●[5]
Radio disable / enable	●	●[5]
Secure processor	●	●
Hazloc certification	●	●
CUSTOMIZATION		
Slim GCAI accessory port	●	●
Programmable buttons[6]	5	3
NFC / RFID tags (Requires aftermarket installation)	○	○

● Included ○ Optional – Not included

[1] Limited keypad model only.
[2] Typical battery life, 5/5/90 profile at maximum transmitter power with Bluetooth and Wi-Fi disabled. Actual observed runtimes may vary.
[3] Radio only. Battery minimum operating temperature -20 °C.
[4] R5 NKP models support canned text message send only.
[5] Decode only.
[6] Including emergency button which can also be programmed for other functions.

To learn more about MOTOTRBO, visit: **motorolasolutions.com/MOTOTRBO**

MOTOROLA SOLUTIONS

These models are available in Motorola Solutions N America region only. Availability varies and is subject to individual country law and regulations.
All specifications shown are typical unless otherwise stated and are subject to change without notice.

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RESOLUTION

The following Resolution was offered by Comm. _____ and seconded by Comm. _____.

WHEREAS The Department of Municipal Services relies on UHF radios for communication between staff, field crews and the Plymouth Community Dispatch Center; and

WHEREAS The existing DMS mobile and portable radios are beyond their useful service life, and staff has determined that continuing to utilize UHF technology provides the most reliable and cost-effective option for DMS operations; and

WHEREAS Motorola Solutions has provided MiDEAL pricing for 24 mobile radios, 12 portable radios and associated programming services at a total cost of $35,350.17, with funding included in the 2026-2027 Capital Improvement Plan under the Equipment Fund.

NOW, THEREFORE, BE IT RESOLVED THAT the Plymouth City Commission authorizes the purchase of 24 Motorola MOTO XPR 2500 mobile radios, 12 Motorola MOTO R5 portable radios and associated programming services from Motorola Solutions of Chicago, Illinois, pursuant to Quote #09022026, in an amount not to exceed $35,350.17.