



City of Plymouth  
City Commission Regular Meeting Minutes  
Monday, April 19, 2021 - 7:00 p.m.  
In-Person at 525 Farmer and Online Webinar

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

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
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**1. CALL TO ORDER**

- a. Mayor Wolcott called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance.
- b. Roll Call

Present: Mayor Oliver Wolcott, Mayor Pro Tem Nick Moroz, Commissioners Suzi Deal, Ed Krol, Kelly O'Donnell, Marques Thomey

Excused: Commissioner Tony Sebastian

Also present: City Manager Paul Sincock, Attorney Robert Marzano, and various members of the City administration

**2. CITIZENS COMMENTS**

Jack Wilson, 1157 Penniman, spoke about park maintenance, communication and the railroad report from 2014.

Ellen Elliott, 404 Irvin, spoke about the Kellogg Park Fountain project and educating citizens about critter control.

Linda Filipczak, 1165 Carol, also spoke about critter control.

Cody Tiano, 1180 Carol, said she had experienced rodent infestation and a public education program.

**3. APPROVAL OF THE AGENDA**

Krol offered a motion, seconded by Thomey, to approve the agenda for Monday, April 19, 2021.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 6-0

**4. ENACTMENT OF THE CONSENT AGENDA**

- a. Approval of April 5, 2021 City Commission Regular Meeting Minutes
- b. Approval of April 13, 2021 Budget Study Session Minutes
- c. Approval of March 2021 Bills
- d. Special Event Approval – Plymouth-Canton Community Scouting Breakfast, August 19, 2021
- e. Special Event Approval – OLGC Musical May 12, 2021
- f. Special Event Approval – Best Friends Volleyball April 29-September 30, 2021
- g. Special Event – Farmers Market

Wolcott requested amending the consent agenda to remove item 4. e, move item 4.g to regular agenda item 7.d and move the closed session to item 7.e. Deal offered a motion, seconded by Moroz, to approve the consent agenda as amended.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 6-0

## 5. COMMISSION COMMENTS

Deal thanked the administration for running a successful Covid vaccine clinic and said working at the clinic was a meaningful experience.

Moroz said the vaccine clinic was a great example of the City partnering with the private sector and taking a leadership role during the pandemic surge in Michigan.

Krol said this is Parkinson's Awareness Week. He thanked Matt Thurber of Evergreen Construction for allowing the fire department to use one of his homes for training.

Wolcott thanked Rite Aid for being a great partner in the vaccine clinic and that he was glad to see the fountain project start. In response to resident questions, he said that the City keeps a running list of all projects to ascertain progress on a weekly basis, that there is no work planned on the railroad crossings and that the City would continue to educate residents about rodent control.

## 6. OLD BUSINESS

There was no old business.

## 7. NEW BUSINESS

a. 2021 Infrastructure Program – Jener and Hartsough Streets

The following resolution was offered by Moroz and seconded by Krol.

### RESOLUTION 2021-31

WHEREAS The City of Plymouth operates a roadway system to maintain the public health, Safety and welfare; and

WHEREAS The City of Plymouth has adopted a Strategic Plan which calls for continuous infrastructure improvement; and

WHEREAS The voters approved a Road Bond for the improvement of our streets; and

WHEREAS The City Commission has already approved the design phase of an Infrastructure Improvement program for Jener and Hartsough Streets and certain improvements to the water and sewer systems.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a change order for the contract with Pro-Line Asphalt in the amount of \$857,536.18 for a unit-based contract with Pro-Line Asphalt for the 2021 Infrastructure Program for Jener Street and Hartsough Street based on the City Engineer's Recommendation Letter of April 15, 2021.

BE IT FURTHER RESOLVED THAT the City Commission does hereby authorize construction Engineering costs for administration, construction staking, materials testing costs and final as built drawing costs with Wade-Trim of up to \$73,500 for the 2021 Infrastructure Program.

BE IS STILL FURTHER RESPOLVED THAT the City Commission does hereby authorize construction contingency of \$45,000 for the 2020 Infrastructure Improvement Program.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 6-0

b. Transfer Use of CBDG Funds to Tonquish Manor

The following resolution was offered by Krol and seconded by Moroz.

RESOLUTION 2021-32

- WHEREAS The City of Plymouth City Commission annually receives Community Development Block Grant funding for use as the City Commissions sees fit, provided the use meets all federal guidelines and regulations; and
- WHEREAS The City of Plymouth City Commission has previously identified Senior Services for funding that meet national objectives for the CDBG program consisting of- Senior Services; and
- WHEREAS The administration, as approved by Wayne County, have identified a partnership program with the Plymouth Housing Commission, to use \$20,000 of available CDBG funding from the 2020 calendar year to reimburse them for maintenance staff costs at their facility as allowed by federal requirements; and
- WHEREAS The City of Plymouth housing commission manages Tonquish Creek Manor and their Director, Cindy Rapson, has indicated the use of \$20,000 of CDBG funding would help them maximize their budget and reallocate dollars to projects that will have a positive impact on quality of life for their residents; and
- WHEREAS The City Commission has previously authorized a partnership between the City of Plymouth and The City of Plymouth Housing Commission to use CDBG funding for facility improvements at Tonquish Creek Manor; and
- WHEREAS The reimbursement of maintenance staff costs at Tonquish Creek Manor meet all the requirements for CDBG funding and City administration has received authorization from Wayne County Department of Economic Development to enter into the described agreement; and
- WHEREAS The City Commission establishes the following rules of the "partnership"
- Plymouth Housing Commission would complete all required CDBG documentation
  - Plymouth Housing Commission would submit all voucher material to the City Grant Administrator along with proof of payment
  - The Grant Administrator will submit all voucher materials to Wayne County Department of Economic Development for reimbursement not to exceed \$20,000

- The Grant Administrator would authorize the reimbursement of all previously agreed upon expenses to the Housing Commission not to exceed \$20,000
- The Housing Commission will not be reimbursed using CDBG or City funds for any of their staff time required to process the voucher documents, manage contracts or any other project management costs as part of their use of City of Plymouth CDBG funding
- The Plymouth Housing Commission would be responsible for all necessary documentation, vouchering, in an amount not to exceed \$20,000.

NOW THEREFORE BE IT RESOLVED THAT THE Plymouth City Commission authorize the City Administration to enter a partnership with the City of Plymouth Housing Commission for the use of \$20,000 of CDBG funding for reimbursement of maintenance staff expenses from last calendar year that meet federal requirements and as approved by Wayne County.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 6-0  
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c. Assessing Contract Renewal

The following resolution was offered by Moroz and seconded by Thomey.

RESOLUTION 2021-33

WHEREAS The City of Plymouth is required by State Law to provide certain assessing services for the establishment of values for tax purposes; and

WHEREAS The City of Plymouth has used a private firm to provide this service over the past several years, with excellent service levels for our property owners; and

WHEREAS From time to time it is necessary to review this professional services contract and renew it; and

WHEREAS The City Administration has reviewed the new proposed contract with WCA Assessing and has found that it offers price stability, excellent service, and certain enhancements for the City in terms of pricing of special services.

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

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

ASSESSMENT CONTRACT  
FOR CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN

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

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 200, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective May 1, 2021;

IT IS THEREFORE AGREED:

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

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

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

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

a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate. The Company agrees to list the City as additionally insured on this policy.

b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

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

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

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

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

May 1, 2021 to April 30, 2022.....\$ 66,554 annually  
May 1, 2022 to April 30, 2023.....\$ 69,216 annually  
May 1, 2023 to April 30, 2024.....\$ 71,985 annually  
May 1, 2024 to April 30, 2025.....\$ 74,864 annually  
May 1, 2025 to April 30, 2026.....\$ 77,858 annually

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

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

May 1, 2021 to April 30, 2022.....\$ .....\$151.00 / Hourly  
May 1, 2022 to April 30, 2023.....\$ .....\$157.15/ Hourly  
May 1, 2023 to April 30, 2024.....\$ .....\$163.44 / Hourly  
May 1, 2024 to April 30, 2025.....\$ .....\$169.98 / Hourly  
May 1, 2025 to April 30, 2026.....\$ .....\$176.78 / Hourly

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

May 1, 2021 to April 30, 2022.....\$ .....\$190.00 / Hourly  
May 1, 2022 to April 30, 2023.....\$ .....\$197.60 / Hourly  
May 1, 2023 to April 30, 2024.....\$ .....\$205.50 / Hourly  
May 1, 2024 to April 30, 2025.....\$ .....\$215.77 / Hourly  
May 1, 2025 to April 30, 2026.....\$ .....\$224.41 / Hourly

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

|                       | 05/01/21 | 05/01/22 | 05/01/23 | 05/01/24 | 05/01/25 |
|-----------------------|----------|----------|----------|----------|----------|
| Title                 | 04/30/22 | 04/30/23 | 04/30/24 | 04/30/25 | 04/30/26 |
| Appraiser Aide .....  | \$45.67  | \$47.49  | \$49.38  | \$51.35  | \$53.40  |
| Appraiser .....       | \$63.12  | \$65.65  | \$68.28  | \$71.01  | \$73.85  |
| Level III Appraiser . | \$112.27 | \$116.76 | \$121.43 | \$126.29 | \$131.34 |
| Assessor .....        | \$128.62 | \$133.76 | \$139.11 | \$144.67 | \$150.46 |

Hourly fees include clerical costs and overhead for the Company.

19. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.
20. The City and Company agree that the term of this contract shall begin May 1, 2021 and expire April 30, 2026. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.
21. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.
22. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.
23. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents
24. The City agrees the Mayor and City Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

WCA ASSESSING:

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF PLYMOUTH:

By: \_\_\_\_\_  
Oliver Wolcott, MAYOR

\_\_\_\_\_

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

STATE OF MICHIGAN        )  
  )  
COUNTY OF WAYNE        )

)ss

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

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

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

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

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

STATE OF MICHIGAN )

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COUNTY OF WAYNE )

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

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

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

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

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

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 6-0

d. Farmers Market

Kerri Collins, 730 Penniman, requested that the Farmers Market setup start no earlier than 7:00 a.m.

Plymouth Chamber of Commerce Director Wes Graff said some merchants needed two hours to set up their booths and that starting the market later than 8:00 a.m. would be detrimental.

Commissioners spoke in support of maintaining the status quo, starting setup at 6:00 a.m. and opening the market at 8:00 a.m.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 6-0

e. Closed Session – Attorney Client Communication

The following resolution was offered by Krol and seconded by Thomey.

RESOLUTION 2021-34

WHEREAS The City Commission of the City of Plymouth is authorized by the Michigan Open Meetings Act to go into closed session to consider material exempt from discussion or Disclosure by state or federal statute

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a closed session in accordance with the Michigan Open Meetings Act to discuss a letter from the City Attorney that is Attorney Client Privileged and exempt from discussion or disclosure by state or federal statute.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 6-0

**8. CLOSED SESSION**

The closed session began at 8:03 p.m. and ended at 8:55 p.m.

**9. REPORTS AND CORRESPONDENCE**

a. Liaison Reports

Krol submitted the following written report about the Zoning Board of Appeals meeting.

A regular meeting of the Zoning Board of Appeals was held on Thursday, April 1, 2021 at 7:00 P.M. online via Zoom to consider the following:

Z21-07 Non-Use Variance Request for 271 S. Main  
Windows facing interior lot line within the side yard setback  
Zoned: B-2, Central Business District  
Applicant: Joe Philips  
APPROVED: Yes-5 No-0

Z21-08 Non-Use Variance Request for 921 Sutherland  
Garage height  
Zoned: R-1, Single Family Residential  
Applicant: Craig Beck  
DENIED: Yes-1 No-4

Deal said the DDA is working on a project that would install artwork in the downtown alleys.

Thomey said the Northville Plymouth Fire Advisory Board met earlier in the day and that there had been positive changes in reports related to metrics. He announced that Chief Ott would be retiring on July 1.

Moroz reported that Chuck Myslinski is moving out of the City and leaving the Planning Commission. At their April meeting, the Planning Commission discussed mixed-use high-density zoning and tabled a PUD change request for the Starkweather Subdivision.

**10. ADJOURNMENT**

Hearing no further discussion, Wolcott asked for a motion to adjourn at 9:02 p.m. A motion to adjourn was offered by Krol and seconded by Thomey.

There was a roll call vote.

Yes: Deal, Krol, Moroz, O'Donnell, Thomey, Wolcott

MOTION PASSED 6-0

\_\_\_\_\_  
OLIVER WOLCOTT  
MAYOR

\_\_\_\_\_  
MAUREEN A. BRODIE, CMC, MiPMC  
CITY CLERK