



**City of Plymouth**  
**City Commission Regular Meeting Minutes**  
**Monday, March 18, 2024, 7:00 p.m.**  
**Plymouth City Hall 201 S. Main Street**

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

[www.plymouthmi.gov](http://www.plymouthmi.gov)  
Phone 734-453-1234  
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**1. CALL TO ORDER**

a. Mayor Suzi Deal called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

b. Roll Call

Present: Mayor Suzi Deal, Mayor Pro Tem Kelly O'Donnell, Commissioners Linda Filipczak, Jennifer Kehoe, Alanna Maguire, Brock Minton, and Nick Moroz

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

**2. APPROVAL OF MINUTES**

Filipczak offered a motion, seconded by Moroz to approve the minutes of the March 4, 2024 regular meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**3. APPROVAL OF THE AGENDA**

Minton offered a motion, seconded by Maguire, to approve the agenda for the March 18, 2024 meeting.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**4. ENACTMENT OF THE CONSENT AGENDA**

a. Approval of February 2024 Bills

b. Special Event: MI Philharmonic Patriotic Concert – An American Salute, Saturday 6/29/24

c. Special Event: Thursday Adult Sand Volleyball – Thursdays 4/25/24 - 9/26/24

Filipczak offered a motion, seconded by Kehoe, to approve the consent agenda for March 18, 2024.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

**5. CITIZEN COMMENTS**

Ron Picard, 1373 Sheridan, spoke about issues faced by communities that allow marijuana dispensaries.

**6. COMMISSION COMMENTS**

Maguire thanked administration for compiling information for the Committee of the Whole meeting. She offered happy Easter to all who celebrate.

Minton said four people attended the recent Coffee with Commissioners. He also reported on a recent State of the County address he attended.

Kehoe said the future land use subcommittee of the Planning Commission would be meeting on March 20 at 7 p.m. at the Bearded Lamb.

Deal offered condolences to the family of Carol Donnelly, a longtime City of Plymouth staff member. She thanked Finance Director John Scanlon for working to raise the city's bond rating from AA to AA+ and Planning and Community Development Director Greta Bolhuis for securing a \$50,000 grant to assist in a zoning audit. She said there would be a communications focus group on Friday, March 22 from 9-10:30 at the Plymouth Cultural Center.

## **7. PUBLIC HEARING**

### **a. Generator Ordinance Amendments**

Deal opened the public hearing at 7:13 p.m. There were no public comments, and she closed the public hearing at 7:14 p.m.

The following motion was offered by O'Donnell and seconded by Minton.

#### RESOLUTION 2024-18

WHEREAS The City of Plymouth City Commission has one year tasks in 2023 and 2024 to support the placement of generators; and

WHEREAS The City of Plymouth Planning Commission held a public hearing on February 14, 2024 to consider Section 78-217; and

WHEREAS The City of Plymouth City Commission held a first reading on March 5, 2024 where the proposed ordinance amendments were approved unanimously; and

WHEREAS The City of Plymouth City Commission held a public hearing on March 18, 2024 to consider Chapter 18, Article XVI.

NOW THEREFORE BE IT RESOLVED THAT the City of Plymouth City Commission does hereby direct that the Code of Ordinances of the City of Plymouth, Michigan Section 78-217 and Chapter 18, Article XVI is to be amended after the Second Reading and publication.

Section 78-217 – Add and amend content.

Chapter 18, Article XVI – Add new article and add subsections 18-783 to 18-792.

There was a voice vote.

**MOTION PASSED UNANIMOUSLY**

## **8. OLD BUSINESS**

### **a. Rezoning 353 Starkweather – Second Reading**

The following motion was offered by Filipczak and seconded by Minton.

#### RESOLUTION 2024-19

WHEREAS The City Commission of the City of Plymouth held a first and second reading of the proposed conditional rezoning of 353 Starkweather from O-1, Office to RT-1, Two-Family Residential; and

WHEREAS The Planning Commission of the City of Plymouth held a public hearing on the conditional rezoning request on February 14, 2024 and recommended the City Commission review the same; and

WHEREAS The proposed conditional rezoning at 353 Starkweather from O-1, Office to RT-1, Two-Family Residential is supported by the City's Master Plan.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby accept the proposed conditional rezoning of 353 Starkweather from O-1, Office to RT-1, Two-Family Residential with

the permitted land uses of two-family and single-family dwellings, and home occupations subject to Section 78-212 and amendment of the City's Zoning Map after the second reading.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the City Commission direct the administration to publish the approved rezoning as required by the Michigan Zoning Enabling Act

There was a voice vote.

MOTION PASSED UNANIMOUSLY

## **9. NEW BUSINESS**

### **a. Road Salt – Winter 2025**

The following resolution was offered by Filipzcak and seconded by Kehoe.

#### RESOLUTION 2024-20

WHEREAS The City of Plymouth operates a road system, and the winter months require that the City take certain snow and ice control measures to ensure the public safety; and

WHEREAS The City of Plymouth uses a significant amount of road salt to keep the City's roads passable during the winter months; and

WHEREAS The City is may choose to participate in the State of Michigan group purchasing plan known as the MIDEAL for the purchase of road salt.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the city administration to enter into an agreement with the State of Michigan for the purchase of road salt through the MIDEAL Extended Purchasing Plan for the 2024 – 25 winter season. The city shall contract for 750 tons of road salt and comply with the terms of the MIDEAL contract when it is awarded.

Municipal Services Director Chris Porman provided information about the use of brine, which has reduced the salt usage by approximately 25%.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

### **b. MSHDA Grant**

The following resolution was offered by Minton and seconded by Maguire.

#### RESOLUTION 2024-21

WHEREAS The City of Plymouth City Commission adopted a resolution of support for the MSHDA Housing Readiness Grant on February 5, 2024; and

WHEREAS The City of Plymouth was notified that the grant application was successful on February 28, 2024; and

WHEREAS The City Attorney and City Commission have reviewed the grant agreement; and

WHEREAS MSHDA requires an authorized signatory for the executed grant agreement.

NOW THEREFORE BE IT RESOLVED THAT the Planning and Community Development Director or the Mayor of the City of Plymouth is authorized to sign the executed contract on behalf of the City for the Housing Readiness Incentives Grant Program offered Michigan State Housing Development Authority (MSHDA).

BE IT FURTHER RESOLVED THAT the City Clerk shall include a complete copy of the resolution in the meeting minutes of this City Commission meeting.

**HOUSING DEVELOPMENT FUND GRANT AGREEMENT  
HOUSING READINESS INCENTIVE  
ENHANCEMENT GRANT # HRI-2024-10579-LEG**

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
735 East Michigan Avenue, Lansing, Michigan 48912

THIS ENHANCEMENT GRANT AGREEMENT ("Agreement") made and entered into as of February 22, 2024, by and between City of Plymouth, a local unit of government, whose address is 201 S Main Plymouth, Michigan 48170 (the "Grantee"), and the Michigan State Housing Development Authority, a public body corporate and politic of the State of Michigan, whose address is 735 East Michigan Avenue, Lansing, Michigan 48912 (the "Authority").

**RECITALS**

- A. Enacted on July 31, 2023, 119 PA 2023 (the "Act") appropriated funding to the Michigan Department of Labor and Economic Opportunity for "Enhancement Grants" intended to be allocated to the Michigan State Housing Development Authority ("Authority") to award and administer special grants to eligible grantees.
- B. Funds appropriated pursuant to the Act are to be used to support initiatives and expand opportunities for low- and moderately low-income housing, including but not limited to improving the Grantee's ability to provide housing services, building capacity, initiate and coordinate housing development, and to provide gap funding for housing projects falling at 120% or less of the local region's Area Median Income.
- C. The Authority is responsible for administering Enhancement Grants, ensuring that funds are distributed in accordance with 119 PA 2023.
- D. The Authority, as a public body, is charged with the responsibility of regulating the use of funds advanced by it to assure that such funds are being used for authorized purposes and in a manner that are in accordance with the Act and the Authority's General Rules (R 125.101, et seq., as amended) (the "Rules").
- E. The Grantee has represented to the Authority that it is not debarred, is authorized to conduct business in the State of Michigan, that the signatory executing this Agreement is authorized to bind the Grantee to the terms of this Agreement and fully intends to distribute funds in accordance with the Act for housing-related purposes as described in Exhibit A attached and incorporated in this Agreement.
- F. This Enhancement Grant, HRI-2024-10579-LEG, in an amount not to exceed Fifty Thousand (\$50,000.00) (the "Grant") is for housing-related activities more specifically described in Exhibit A (the "Program").

NOW, THEREFORE, in consideration of and as a condition to receiving the Grant, the Grantee agrees that:

1. The terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in accordance with the Act, the Rules, and the Authority's Authorizing Resolutions.
2. All aspects of the Grantee's plan for the use of the Grant are specifically described in the Program attached hereto as Exhibit A, which Program is incorporated herein, and the Grantee will operate the Program as described in Exhibit A.

3. All actions of the Grantee and requirements of the Grantee's Program are subject to the terms of this Agreement, the provisions of the Act and the Rules of the Authority.

4. The activities of the Grantee will be subject to the review of and, in the discretion of the Authority, audit by Authority staff to ensure compliance with this Agreement, the Act and the Authority's Rules, and the Grantee will provide any books, records or documents in such form and at such place as the Authority may request.

5. The Grantee agrees to draw down Grant proceeds only when and, in such amounts, as may be necessary to pay for the activities as Authorized in the Act or otherwise described in Exhibit A.

6. All requests for the disbursement of Grant proceeds shall be submitted to the Chief Executive Officer and Executive Director of the Authority or their designee, shall be made in writing, and shall include the amount of Grant proceeds to be disbursed, a description of the purposes for which the proceeds are to be used, copies of invoices, billings, or such other documentation as may be necessary to demonstrate project costs, and such other information as the Chief Executive Officer and Executive Director or their designee may request.

7. If an advance or a portion of the Grant for a specific purpose is not used for that purpose due to conditions that make it impossible to use as provided herein, or if the Grantee decides not to use the money, upon such decision, the sum shall be returned to the Authority immediately.

8. Grant proceeds are to be used for housing-related activities. Accordingly, the Grantee shall, prior to disbursement of funds, prepare and submit to the Authority a detailed budget of work to be completed.

9. Any of Grantee's activities that are assisted using grant proceeds and the selection of persons for participation in the Program shall not discriminate against any person on the grounds of race, color, creed, religion, height, weight, sex, sexual orientation, age (except for a Development specifically designed for elderly occupants), national origin, handicap, or marital or familial status except as provided by law. The Grantee shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments Act of 1988), the Americans with Disabilities Act, the Elliott-Larsen Civil Rights Act, and the Michigan Persons with Disabilities Civil Rights Act.

10. Unless otherwise specified in Exhibit A, within 30 days from the Authority's request, the Grantee shall provide to the Authority a report including, but not limited to, all receipts, expenditures, project activities and accomplishments including a comparison of the final budget to the approved budget, and supporting documentation for claimed expenditures.

11. The Grantee assumes responsibility for any and all costs to implement the Grantee's Program exceeding the amount of the Grant.

12. All documents and reports delivered to the Grantee under this Agreement shall become and be the property of the Grantee.

13. In the event of a violation of any of the provisions of this Agreement, the Authority will notify the Grantee in writing of the violation and the Grantee will have a 30-day period in which to correct the violation. In the event the violation is not corrected to the satisfaction of the Authority within the time prescribed herein, Authority actions could include but may not be limited to:

- a. immediately terminate the Grant, without further notice, in a writing signed by the Authority's Chief Executive Officer and Executive Director or their designee; and
- b. recapture grant funding; and
- c. pursue any other remedy provided at law or in the Act.

14. The Grantee hereby agrees that an election by the Authority to pursue any one remedy shall not be construed to preclude or be a waiver of the right to pursue any other remedy available to it.

15. The term of this Agreement shall commence on February 22, 2024 and shall terminate, unless extended by the Authority, on February 21, 2026.

16. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portion hereof.

17. This Agreement may be signed in several counterparts and all so executed shall constitute one agreement, binding on all parties hereto.

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SIGNATURE PAGES TO FOLLOW

*Signature Page*  
*Enhancement Grant # HRI-2024-10579-LEG*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year shown above.

**City of Plymouth**

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By: \_

Its:

*Signature Page*  
*Enhancement Grant # HRI-2024-10579-LEG*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year shown above.

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**MICHIGAN STATE HOUSING  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_

Its:



Exhibit A  
ENHANCEMENT GRANT # HRI-2024-10579-LEG  
Grantee: City of Plymouth

**Public Purpose:**

Outlining specific characteristics of multi-family housing options in the Master Plan will direct zoning amendments. Updating RT-1 increases the likelihood that two- or three-family housing will be constructed in locations where single-family redevelopment is occurring more frequently. Eliminating density formulas based on the number of rooms will allow greater housing density to be constructed and increases the permitted number of bedrooms per unit. Reducing lot sizes to match the original plat allows smaller, more affordable homes to be built. Accessory dwelling units increase the number of housing units available within the city for multi-generational and workforce housing. Retaining existing housing units in low-density single-family neighborhoods minimizes expensive, large-scale infill development.

**Disbursement and Use of Funds:**

Up to two disbursements are available per grant. Upon request by the recipient and MSHDA's receipt of an executed contract, a recipient may receive an advance for the lesser of: 1) 50% of the total grant amount; or 2) the amount of the executed contract (if the grantee is engaging a third party). After the initial 50% disbursement, the second will be a reimbursement upon completion of the proposed activities, after verification that the initial payment has been fully expended, in accordance with the project purpose. A grantee may have two disbursements without an advance. If the first disbursement is a reimbursement, there is not a maximum amount.

The grant cannot be increased or deviated from the boilerplate language. Grant funds can only be used for expenditures that occur on or after the effective date of February 22, 2024, through February 21, 2026.

**Progress Reports and Final Reporting:**

A final narrative report that summarizes the changes made as a result of the eligible activities during the grant term is required. An accounting of Grantee's actual expenditure of all funds on the Project over the grant period is required, including the breakdown of Grantee's actual use of Grant funds on the Project within each applicable category of the Budget, and corresponding copies of supporting documentation of such expenditures, such as receipts, general ledgers, or other evidence of expenditure activity statements; the Grantee's estimated percentage of completion of the Project; and any other information deemed relevant by Grantee to support the grant activities actually performed. Each Financial Status Report ("FSR") and Quarterly Update must be submitted on the MSHDA IGX grant management system by the designated authorized signatory. A FSR is required for payment disbursement. Quarterly Updates must be submitted 30 days after the end of a calendar quarter.

Reporting requirements include the following:

1. Summary of Changes
2. Two Financial Status Reports
3. Calendar year Quarterly Updates

**Budget:**

Component/Activity	Approved MSHDA Funds	Leveraged Funds (OPTIONAL)	Total Budget
Zoning and General Ordinance Amendments	\$42,000.00	\$10,000.00	
Master Plan Update	\$8,000.00	\$8,000.00	
Administrative Costs	\$0.00	\$2,000.00	
<b>Total</b>	<b>\$50,000.00</b>	<b>\$20,000.00</b>	<b>\$70,000.00</b>

There was a voice vote.  
MOTION PASSED UNANIMOUSLY

c. Establish Public Hearing for Annual Review of Liquor Licenses

The following resolution was offered by Kehoe and seconded by Minton.

RESOLUTION 2024-22

WHEREAS The City of Plymouth has a Liquor Management Ordinance in order to help to protect the public health, safety, and welfare; and

WHEREAS The ordinance requires that the City Commission annually review all liquor licenses in the city to help ensure compliance with all of our ordinances; and

WHEREAS The City Commission shall also annually review the cap on the number of liquor licenses in our various zoning districts.

NOW THEREFORE BE IT RESOLVED THAT the City Commission does hereby establish Monday, April 1, 2024, at 7:00 p.m. as a Public Hearing to complete the annual review of liquor licenses and the cap on licenses.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

d. 2024 Infrastructure Update

The following resolution was offered by Filipczak and seconded by Minton.

RESOLUTION 2024-23

WHEREAS The City of Plymouth maintains a wide range of infrastructure to help protect and preserve the public health, safety, and welfare; and

WHEREAS There is a need to provide improvements to roads; and

WHEREAS The voters of the city did authorize the sale of bonds to pay for street improvements in 2019; and

WHEREAS The City Commission has previously approved several projects for the 2024 calendar year, to include the following and their preliminary estimated construction costs:

- Traffic Signal/Pedestrian Crossing Intersection Improvement – Main & Church - \$725,000
- Liberty Street between Amelia & N. Mill – Pavement resurfacing – \$370,000
- Spring Street between Starkweather & N. Mill – Pavement resurfacing – \$160,000.
- Main Street between Burroughs & Ann Arbor Rd. – Pavement resurfacing - \$450,000
- Water System Valve Replacements – Various locations - \$480,000 - \$600,000
- Roadway preventative maintenance – Various locations - \$125,000

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize moving the traffic signal/pedestrian crossing intersection improvements at Main and Church to the 2025 program. Further, the City Commission directs and authorizes the city administration to work to include “mill and fill” paving projects on the following streets:

- Adams – Church to tennis courts - \$28,000
- Arthur Street – From William north to the dead end - \$100,000
- Maple – Deer to Harding - \$24,000
- Penniman – From Sheldon east to Evergreen - \$51,000
- S. Union – Church to N. Union – \$28,000
- Sunset – From Blanche to Junction - \$48,000
- Theodore Street – mid-section from Miracle League Field to the rear of the PCC - \$42,000

Maguire asked whether her residing on one of the streets proposed for paving presented a conflict. Marzano said it was not a conflict.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

## **10. REPORTS AND CORRESPONDENCE**

### **a. Liaison Reports**

Minton gave an update on the Zoning Board of Appeals

Kehoe gave an update on the Planning Commission and DDA meetings.

Maguire said the library board would be meeting on March 19 at 7:30 p.m.

Deal gave an update on the Planning Commission.

### **b. Appointments**

Filipczak offered a motion, seconded by Minton, to appoint Kathleen Heier to the Cemetery Board and Robert Mengel as an alternate to the Zoning Board of Appeals.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

Deal read an email from a resident thanking Brandon for organizing trivia and Euchre.

## **11. ADJOURNMENT**

A motion to adjourn was offered by Maguire and seconded by Minton at 7:38 p.m.

There was a voice vote.

MOTION PASSED UNANIMOUSLY

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SUZI DEAL  
MAYOR

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MAUREEN A. BRODIE, CMC, MiPMC  
CITY CLERK