

CITY OF WAYNE
RESCHEDULED CITY COUNCIL MEETING - #2019-02
TUESDAY, JANUARY 8, 2019 - 7:00 P.M.
WAYNE CITY HALL
3355 SOUTH WAYNE ROAD
AGENDA

Pledge of Allegiance

Roll Call

1. **Approve Agenda**
2. **City Council Minutes**
 - a. Regular Meeting of December 18, 2018
 - b. Regular Meeting of January 1, 2019
3. **Presentations**
 - a. Presentation of Certificate to Wayne Viking Football Team
 - b. Presentation by Cory Jacobsen from the Phoenix State Wayne Theater
4. **Ordinances and Amendments**
 - a. Approve the first reading of Ordinance #2019-01 regarding the repeal of Chapter 232-Recreation Foundation
5. **Appointments to Boards, Commissions and Committees**
 - a. Approve the appointment of Councilman Kevin J. Dowd to the Nankin Transit Commission to fill the unexpired term of Mayor Rhaesa until December 2020
6. **Communications and Reports**
 - a. Flyer from the Wayne Historical Society for the Historical Fashion Program on Thursday, January 10, 2019 at 7:00 at the Historical Museum
 - b. Update on upcoming events from Senior Services

7. General Items for Consideration

- a. Approve the 2019 Animal Shelter Agreement with the Michigan Humane Society
- b. Approve a Memorandum of Understanding between the City and Beaumont Health

8. Administration Reports**CITIZEN COMMENTS OR REQUESTS ON ITEMS NOT ON THE AGENDA -**

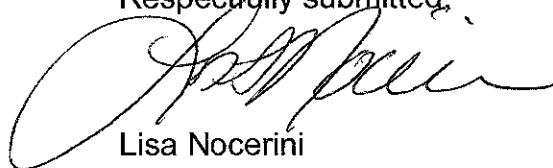
Citizens are to limit their comments or requests to 3 minutes. The City Council asks that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and the City Council. The Mayor, the City Council and the Department Heads may not respond to the questions at the meeting, but will respond by the next City Council Meeting or as soon as possible, once they have looked into the matter.

9. Items for next agenda**10. Consent Calendar**

- a. Zoning Board of Appeals of May 10, 2018

COMMENTS FROM MEMBERS OF THE CITY COUNCIL

Respectfully submitted,



Lisa Nocerini
City Manager

1a

CITY OF WAYNE
REGULAR CITY COUNCIL MEETING - #2018-35
TUESDAY, DECEMBER 18, 2018 - 8:00 P.M.
WAYNE CITY HALL

A regular meeting of the Wayne City Council was held on Tuesday, December 18, 2018, at 8:00 p.m. at the Wayne City Hall, 3355 South Wayne Road.

Mayor Rheasa called the meeting to order at 8:00 p.m. and led the Council and the audience in the Pledge of Allegiance to the Flag.

Members Present: Mayor John P. Rhaesa, Anthony W. Miller, Thomas E. Porter, Jeremiah Webster, Kelly S. Skiff, Phillip A. Wagner
Kevin J. Dowd

Members Absent: None

Also Present: Lisa Nocerini, City Manager, Michael Bosnic Asst. City Attorney, Matthew K. Miller, City Clerk

The Oath of Office for Kevin J. Dowd was given by Kathie Rockwell.

12-18-0397 Motion by Miller, seconded by Webster, and unanimously carried, it was resolved to approve the agenda as written.

12-18-0398 Motion by Miller, seconded by Dowd, and unanimously carried, it was resolved to approve the minutes of the Special Meeting of December 4, as written.

12-18-0399 Motion by Webster, seconded by Skiff, and unanimously carried, it was resolved to approve the minutes of the Regular Meeting of December 4, as amended.

The City Council heard a presentation from Jody Wolak, the new Library Director.

12-18-0400 Motion by Webster, seconded by Miller, and unanimously carried, it was resolved to approve the reappointment of Nelson Willis to the Wayne Housing Commission until February 2024.

By consensus of Council, Communications and Reports were received and filed or acted upon as indicated:

- a. November 30, 2018 Revenue and Expenditure Report

The agenda was moved to item 6c.

12-18-0401 Motion by Wagner, seconded by Webster, and unanimously carried, it was resolved to approve the Performance Resolution required by the Michigan Department of Transportation and approve the authorized signers as Edmund Queen, Assistant DPW Director and Michael Buiten, Engineering Manager.

12-18-0402 Motion by Miller, seconded by Webster, and unanimously carried, it was resolved to approve budget amendment 2019-4.

12-18-0403 Motion by Webster, seconded by Wagner, and unanimously carried, it was resolved to approve the transfer of Howe Road right-of-way from the City to Wayne County.

The agenda was moved to item 6a.

12-18-0404 Motion by Porter, seconded by Miller, and unanimously carried, it was resolved to approve the retirement of Police Chief Alan Maciag.

12-18-0405 Motion by Miller, seconded by Webster, and unanimously carried, it was resolved to approve the appointment of Wayne Police Department Lieutenant Ryan Strong to the position of Acting Police Chief.

The agenda was moved to item 6f.

12-18-0406 Motion by Wagner, seconded by Miller, and unanimously carried, it was resolved to approve the sale of 4001 S. Wayne Road (former City of Wayne Buildings & Engineering Building) in the amount of \$190,000.00.

12-18-0407 Motion by Miller, seconded by Porter, and unanimously carried, by a roll call vote, it was resolved to adjourn to closed session at 8:25 p.m. to discuss attorney's written legal opinion.

ROLL CALL

AYES: Porter, Miller, Webster, Skiff, Wagner, Dowd, Rhaesa

NAYS: None

ABSENT: None

The meeting resumed in open session at 9:59 p.m.

Administration report was given by Lisa Nocerini, City Manager gave an update on the following: visioning sessions; beautification certificates for the holidays; City Hall closing on 12/19/18;

Michael Bosnic, Asst. City Attorney gave an update on legal affairs in the City regarding ordinance work that will include vacant property, medical marijuana and sidewalks.

Upon the request of Mayor Rhaesa for comments from the public on matters not covered by the Council Agenda, the following were expressed:

Mark Blackwell, Harroun St., addressed the City Council about City of Wayne administration facebook page.

Bernadette Brock, John Hix Rd., addressed the City Council about Families Against Narcotics (FAN).

Items for next agenda:

Councilman Miller requested scheduling visioning sessions and a state of the City.

12-18-0408 Motion by Porter, seconded by Wagner, and unanimously carried, it was resolved to approve the Consent Calendar as follows:

- a. Board of Review, December 11
- b. Wayne Housing Commission, November 14

12-18-0409 Motion by Porter, seconded by Skiff and unanimously carried, was resolved to adjourn the meeting at 10:19 p.m.

John P. Rhaesa
Mayor

Matthew K. Miller
City Clerk

Abstract published December 27, 2018

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2b

CITY OF WAYNE
REGULAR CITY COUNCIL MEETING - #2019-01
TUESDAY, JANUARY 1, 2019 - 8:00 P.M.
WAYNE CITY HALL

The regular City Council meeting scheduled for 8:00 p.m. Tuesday, January 1, 2019 will not be held due to New Year's Day holiday. A rescheduled meeting was called for, Tuesday, January 8, 2019 at 7:00 p.m.

John P. Rhaesa
Mayor

Matthew K. Miller
City Clerk

Abstract published January 10, 2019

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**THE MAYOR AND MEMBERS OF
THE WAYNE CITY COUNCIL**

do hereby congratulate

The Wayne Vikings Football Team

*on finishing second in the State and second Nationally
at the Battle in Rocky Top National Championship
competition in Knoxville, Tennessee*

January 8, 2019

John P. Rhaesa, Mayor

4a

01-19-00## Motion by _____, seconded by _____ and unanimously carried the, it was resolved to approve the First Reading of an amendment to Ordinance No. 297.00: Parks and Recreation Foundation.

**CITY OF WAYNE
PUBLIC NOTICE
ORDINANCE NO. 2019-01**

AN ORDINANCE TO AMEND THE CODIFIED ORDINANCES OF THE CITY OF WAYNE
THE CITY OF WAYNE ORDAINS:

Section 1. THAT THE CODIFIED ORDINANCES OF THE CITY OF WAYNE BE AMENDED BY CHANGES TO CHAPTER 297 – RECREATION FOUNDATION

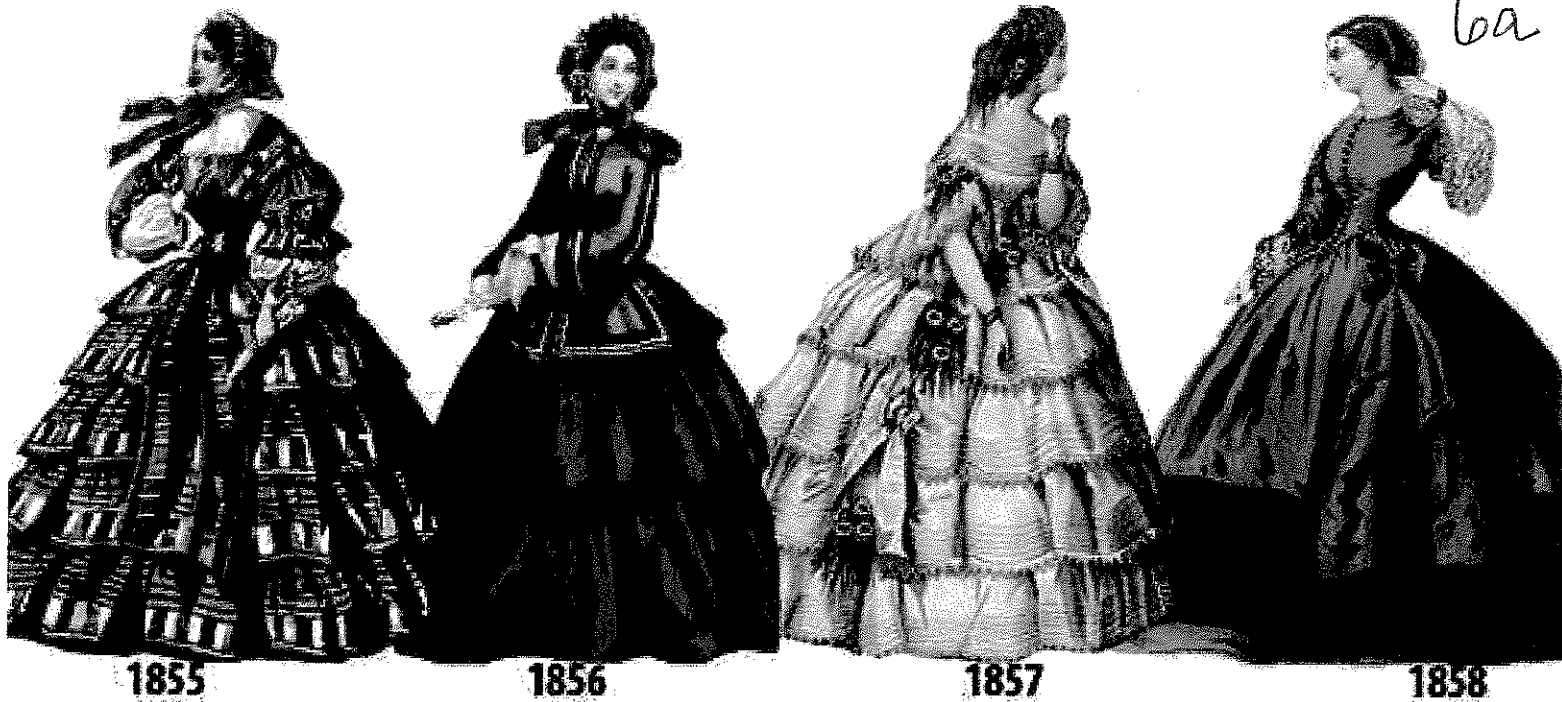
The entire Chapter is repealed.

Section 2. That this Ordinance shall be published as required by law.

Section 3. That this Ordinance shall become effective ten days after enactment and upon publication thereof.

Adopted: January 15, 2019
Published: January 24, 2019
Effective: January 25, 2019

Matthew K. Miller
City Clerk



6a

WAYNE HISTORICAL SOCIETY

HISTORICAL FASHION: 1830-1860

Womens and Childrens clothing

WAYNE HISTORICAL MUSEUM
1 MAIN STREET, WAYNE, MI.
JANUARY 10, 7PM.

Guest speaker Beth Turza will discuss Womens and Childrens clothing from 1830-1860, while showing examples from her personal collection. Free event, light refreshments served.

le b

City of Wayne Senior Services Office
c/o HYPE Recreation Center
4635 Howe Road
Wayne, MI 48184

MEMORANDUM

Date: January 3, 2019
To: Matt Miller / City Clerk
From: Nancy Wojewski-Noel / Senior Services Director
RE; Communication for Council agenda / January 8, 2019
cc: Lisa Nocerini / City Manager

Beginners Tai Chi Class

Great for balance, memory and overall health. Starts Tuesday, January 22nd, 9:00am - 10:30am. Classes are located in the HYPE Recreation Center. The classes are each Tuesday for 10 weeks. Session is \$65.00. Session is taught by a certified instructor.

Food & Friends

Hoping to start a once-a-month opportunity for seniors to enjoy food and make new friends. It will start on Thursday, January 10th at 11:30am at Nick's Coney Island, in Metro Mall. At that time, we will discuss rotating to other restaurants for lunch or other possibilities, such as inviting a guest/speaker to come. Many options available. Food & transportation is up to each individual. Drop-in is welcome, but an RSVP would be preferred so we can notify the restaurant of the number expected.

Sometimes Travelers

'Snowfest Luncheon Show' at Zehnders of Frankenmuth is planned for Thursday, January 24th. Entertainment is by J. Cavataio, a crooner that captivates with vocal impressions of Josh Groban, Dean Martin, Barry Manilow and Frank Sinatra..to name a few. Lunch will be Zehnder's famous chicken. Time will be allowed for you to visit the Marketplace downstairs where specialty food and gift items from around the world are displayed and sold. Pick up is local. Please call or pick up a flyer for additional details.

ALL PROGRAMS ARE THROUGH THE WAYNE SENIOR SERVICES OFFICE. FOR FURTHER INFORMATION, PLEASE CALL NANCY AT 734-721-7460

7a



City of
WAYNE

POLICE DEPARTMENT

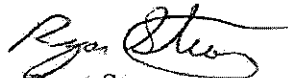
December 17, 2018

TO: Lisa Nocerini, City Manager
FROM: Ryan Strong, Acting Chief of Police
SUBJECT: ANIMAL SHELTER AGREEMENT WITH MICHIGAN HUMANE SOCIETY

Attached is a one-year agreement between the City of Wayne and the Michigan Humane Society for animal disposal service for 2019. The agreement is similar to previous agreements and has also been reviewed by City Attorney Michael Bosnic.

I am requesting City Council's approval for this agreement.

If you have any questions regarding this matter, please contact me.


Ryan Strong
Acting Chief of Police

RS/tag
Attachment

ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT ("Agreement") is executed on _____ (the "Execution Date"), but effective as of January 1, 2019 (the "Effective Date") by and between The City of Wayne whose principal address is 3355 S. Wayne Road, Wayne, MI 48184 (the "City") and THE MICHIGAN HUMANE SOCIETY whose principal address is 30300 Telegraph, Suite 220, Bingham Farms, MI 48025-4509 (the "MHS").

WHEREAS, the City and the MHS desire to contract for the MHS to assume certain responsibilities to assist in the enforcement of the animal laws and regulations of the State of Michigan and the ordinances of the City; and

WHEREAS, the parties desire to set forth the terms of their agreement in a written document.

THEREFORE, for valid consideration received, the parties agree as follows:

SECTION I Certain Definitions

The following capitalized words and phrases used in this Agreement shall have the following meanings:

- 1.01 "Animal Shelter" shall mean a facility owned and operated by the MHS to care for impounded and other animals.
- 1.02 "Animal(s)" includes all dogs, cats, wildlife, rodents, reptiles, and all other animals commonly kept as domestic pets and livestock.
- 1.03 "Euthanasia" means the humane destruction of animals.
- 1.04 "Impounded Animals" means all dogs, cats, wildlife, rodents and all other animals commonly kept as domestic pets or livestock which are impounded (as strays or seized animals) and confined at the Animal Shelter by agents of the City or others in carrying out its rabies and animal control programs.
- 1.05 "Michigan Penal Code" means The Michigan Penal Code, Act 328 of 1931, as amended.
- 1.06 "Owned Animals" means any pet released directly to the MHS by the owner(s) or by any person having been entrusted by the owner(s) with the care, control, custody and right to make disposition thereof.
- 1.07 "Owner" means that person or those persons having all rights of ownership of the subject animal including the right to transfer ownership, but does not include employees or agents of the City or other governmental agencies when acting pursuant to city ordinance, Michigan statute, or order of a court of competent jurisdiction.
- 1.08 "Rabies" is a specific infectious disease of certain animals, especially dogs, which may be communicated to humans by direct inoculation, as by a bite by an infected animal.
- 1.09 "Required Holding Period" means the time period required for holding stray animals or any animal suspected to be infected with rabies or an animal quarantined or isolated as provided by Michigan statute or city ordinance or directive or an amendment to either, whichever is greater.
- 1.10 "Term" means the period commencing the Effective Date and continuing until December 31, 2019, unless sooner terminated in accordance with Section 4.01 (the "Term").

Other capitalized words and phrases shall have such meanings as are ascribed to such respective capitalized words and phrases in this Agreement where expressly defined.

SECTION II Duties of the MHS

The MHS shall, during the Term of this Agreement, perform the following duties:

2.01 **Animal Shelter**. Maintain an Animal Shelter adequate to provide the services required by this Agreement. Allow the City to register its municipality as an animal shelter at 900 N. Newburgh, Westland, Michigan 48185 solely to house animals in accordance with regulations from the Department of Agriculture.

2.02 **Adequate Shelter for Animals**. Provide adequate food, water, shelter and humane care for all animals impounded by the City and delivered to the MHS, as well as such animals as are brought to the Animal Shelter from within the jurisdictional limits of the City by any party until placed or otherwise humanely disposed of in accordance with the applicable laws and ordinances consistent with the provisions of this Agreement.

2.03 **Cooperate with Authorities -- Animal Bittings**. Upon the request of authorized officers, agents and employees of the City, cooperate with respect to investigations of persons bitten by animals within the jurisdictional limits of the City.

2.04 **Adequate Shelter -- Isolated Animals**. Provide adequate food, water, shelter and humane care for any animal which is suspected of being infected with rabies, or which is quarantined or isolated at the instruction of the City, for such period of time as may be required by applicable law.

2.05 **Regular Business Hours**. Maintain regular business hours at the Animal Shelter for the purpose of transacting business, including the performance of its duties under this Agreement and for the purpose of receiving animals, and consistent with the reasonable provisions of the ordinances of the City, for accepting applications for the return of impounded animals. The MHS will make reasonable efforts, by telephone or mail, to notify owners of identifiable animals which come into the possession of the MHS.

2.06 **Cooperate with Authorities -- Animal Cruelty**. Upon the request of the City, its residents or others consistent with the provisions of the laws and regulations of the State of Michigan, cooperate in the investigation of reports of cruelty to animals or violations of laws and regulations relating to animal welfare.

2.07 **Vaccination**. Provide that all dogs and cats of required vaccination age released by the MHS to residents of the City shall have been vaccinated against rabies or have proof shown of vaccination against rabies within the legally required time period to be released.

2.08 **Records**. Keep accurate financial records and account to the City monthly for all fees collected on behalf of the City. The MHS will permit the City, upon reasonable advance notice and during normal business hours, to inspect and audit the MHS records maintained pursuant to this Agreement.

2.09 **Indemnification**. Indemnify and hold harmless the City from any and all demands, claims, judgments or causes of action, and from all expenses that may be incurred in investigating or defending against same, arising as a result of the negligent acts or omissions of the MHS, its agents or employees, in the performance of this Agreement.

2.10 **Insurance**. Carry, at its own expense, insurance in an amount not less than Two Hundred Fifty Thousand dollars (\$250,000) for the benefit of and to protect itself and the City against all such demands, claims, judgments or cause of action; and carry at its own expense, fidelity insurance coverage in an amount not less than Fifty Thousand Dollars (\$50,000) covering all of its agents or employees, who in the exercise of their duties,

collect or have custody of money belonging to the City.

2.11 Investigating Crimes Against Animals.

- A. The MHS may, at its own discretion, investigate crimes against animals as defined in Chapter IX of the Michigan Penal Code, including acts of neglect and/or cruelty to animals, within the City's jurisdiction as statutorily provided for in Chapter IX of the Michigan Penal Code. The MHS may, at its own discretion, provide for an Investigator or Investigators to operate within the City's jurisdiction to investigate animal-related crimes.
- B. In its discretion, the city attorney/prosecutor, or county prosecutor, as applicable, will process and authorize search warrants and arrest warrants based on information provided by the MHS. The MHS will assist in this process.
- C. The City law enforcement officers, or county sheriffs, as applicable, will process arrest warrants based upon the findings of the MHS staff, including entering such warrants in the LEIN system after the warrants are executed by a judge.
- D. The MHS will cooperate with the City law enforcement officers, or county sheriffs, as applicable, to execute search warrants secured as the result of an MHS investigation into suspected crimes against animals. The MHS will secure any animals and provide any necessary services to the animals pursuant to the terms of this Agreement.
- E. The MHS will cooperate with the city attorney/prosecutor, or county prosecutor, as applicable, to testify in court as necessary, and assist to build a successful case against defendants.

SECTION III Duties of the City

The City shall, during the Term of this Agreement, perform the following duties:

- 3.01 **Text of Relevant Laws.** Furnish the MHS with an adequate supply of the text of all applicable laws and regulations dealing with dogs and cats and other animals and promptly furnish the MHS with adequate copies of all new acts, amendments, regulations or other applicable legislation.
- 3.02 **Humane Treatment.** Ensure that all City employees charged with the duties of picking up, holding, transporting, and unloading animals do so in a humane manner.
- 3.03 **Indemnification.** Indemnify and hold harmless the MHS from any and all demands, claims, judgments or causes of action arising from or growing out of the negligent acts or omissions of the City, its agents or employees in the performance of this Agreement. The City shall be self-insured in accordance with its membership of the Municipal Risk Authority and shall provide the MHS with evidence of such membership upon written request by the MHS.
- 3.04 **Building Access.** Access to the MHS Facilities shall be provided to the City on a 24/7 basis. All agents of the City shall exercise care and safety while utilizing the MHS facilities, including operating the alarm system for which a code will be granted. All agents shall properly secure the alarm system before exiting the building should after-hours access be necessary. Failure to re-set the alarm will result in a \$25 fee to reset the alarm remotely through the MHS alarm system vendor.

SECTION IV Miscellaneous

4.01 Termination. Either party may unilaterally terminate this Agreement upon thirty (30) days written notice to the other party.

4.02 Fees. The City shall pay the following fees to the MHS for services under this Agreement:

A. A boarding/handling flat fee as outlined below (the "Flat Fee") shall be paid by the City to the MHS for each animal from within the City's jurisdictional limits impounded by action of the City or any other party, upon completion of the required holding period, and housed or accepted by the MHS including those that are received as dead upon arrival. Such fee shall cover handling of animals from the City as set forth by city ordinance. Fees shall be payable monthly by the City upon receipt of an invoice from the MHS covering the previous calendar month's operations. Terms of payment are net thirty (30) days with a one and one-half percent (1.5%) per month service charge on all past-due balances. Included in the Flat Fee shall be basic animal care, including the following: feeding twice per day, water, cleaning, enrichment, individual kennel housing or group housing where appropriate (i.e. puppies from the same litter), basic medical care including vaccinations, worming, fecal test, heartworm test, heartworm preventative, flea preventative, initial round of medications for upper respiratory or intestinal issues.

i. Domestic animals: A charge of \$100 per animal per day

ii. Wildlife (single): A charge of \$85 per animal for healthy wildlife brought to the MHS by a representative of the City or any other authorized party shall be charged to the City. Authorization shall be presumed if a City official/employee refers a member of the public in possession of healthy wildlife to the MHS. A charge of \$55 per animal for sick or injured wildlife brought to the MHS by a representative of the City or any other authorized party shall be charged to the City. Authorization shall be presumed if a City official/employee refers a member of the public in possession of sick or injured wildlife to the MHS. The MHS shall make the conclusive determination whether wildlife is healthy or sick or injured.

iii. Wildlife (litter): A charge of \$85 per litter of two or more animals from the same litter shall be Wildlife brought in as part of a litter of baby animals (such as rabbits, ducks, birds, etc.) shall be charged to the City.

iv. Rabies/Distemper: A specimen preparation and handling fee of \$300 per animal required to be tested for rabies/distemper, plus any fees charged by the testing agency shall be charged to the City. If services of an MHS veterinarian are used in the specimen preparation process, the MHS, in its sole discretion, may charge an additional \$100. The City shall be responsible for all specimen preparation and handling fees. The MHS, as a courtesy, shall make an effort to collect money from the owner of the animal; however, the City will be billed in the event the MHS is not able to collect at the time service is rendered.

v. Disposal Fee: Any additional disposal fees charged to the MHS for an animal weighing over 100 pounds shall be passed along to the City.

vi. Additional Veterinary Support: Any Veterinary care provided that is outside of the basic animal care described in Section 4.02(A) will be billed at cost. Examples include (but are not limited to) X-rays, diagnostics, fluids, bandaging, injections, sedation, surgery, complex wound care, supportive feeding (i.e. neonatal care). Billing may be consolidated upon final disposition of the animal rather than included in monthly invoicing.

vii. Additional Holding Time: \$55/day

viii. Training Services: \$40/hour for training provided to Animal Control Officers.

ix. Consulting, Operational and Evaluation Services: \$40/hour.

x. Court Cases: The following services provided for the purpose of assisting with an investigation/court case:

- a. Medical write-up: Basic: \$45, Complex: \$90.
- b. Necropsy: \$150 for the first hour and \$55/hour thereafter.
- c. Diagnostics: At cost.
- d. Court Write Up: \$100/case for the first hour and \$55/hour thereafter.
- e. Court Appearance: \$55/hour

4.03 Animals For Which No Fee Shall Be Paid. No fees shall be assessed against the City for owned animals given directly to the MHS by their owners unless such animal has bitten a human and is subject to quarantine or testing. Additionally, no fee shall be assessed against the City for wildlife within the jurisdictional limits of the City impounded by action of a commercial pest control company operating independently of the City unless such wildlife has bitten a human and is therefore subject to quarantine or testing.

4.04 Independent Contractor. For all purposes herein, the relationship of the MHS and the City shall be that of independent contracting parties and nothing contained herein shall create or be deemed to create an employer/employee relationship, a joint venture, or any other agency relationship whatsoever.

4.05 Non-Discrimination. The MHS shall not discriminate against any employee or applicant for employment with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, compensation, tenure, terms, conditions, or privileges of employment or service because of race, color, religion, national origin, age, sex, height weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The MHS further agrees to require similar covenants on the part of any subcontractor employed in the performance of this Agreement or any agreement between the MHS and the State, a political subdivision, or an agency thereof.

4.06 No Animal Research. The MHS shall not be required at any time to release any animal for medical research or for any other purpose inconsistent with the Mission Statement or Statement of Principles and Beliefs of the MHS.

4.07 Non-Exclusivity. The MHS shall be free to enter into contractual arrangements with other communities without obtaining approval from the City so long as such arrangements do not impair performance of this Agreement.

4.08 Retention of Vaccination/Veterinary Fees. The MHS shall retain all fees collected for vaccinations and veterinary service performed by the MHS.

4.09 Shelter License. The City shall cooperate with the MHS to become a registered/licensed animal shelter with the Department of Agriculture using the MHS as its agent. The City shall pay any fees directly to the State of Michigan or reimburse the MHS for the registration fee.

4.10 Transfer of Ownership. All unclaimed stray animals that become the property of the City and animals surrendered by the owner to the City shall be evaluated as to suitability for placement through an MHS placement partner or the MHS adoption program. The City shall transfer ownership to the MHS of those animals that are deemed placement candidates. In the event an animal is not deemed suitable for placement through the MHS or a placement partner, the City authorizes and instructs the MHS to humanely euthanize such animal.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

MICHIGAN HUMANE SOCIETY

By _____
Douglas Plant
Sr. Vice President & Chief Mission Officer

By _____

Its _____

Beaumont

Memorandum of Understanding (MOU)

Purpose of the MOU:

The purpose of this Memorandum of Understanding (MOU) is to establish a partnership and ongoing working relationship between Beaumont Health and the City of Wayne in the creation of a "Healthy Community".

The goals of this collaboration are to:

- Create a systematic approach to health, wellness and healthy lifestyles in the community
- To identify the assets and gaps in wellness of the community
- Create programs and strategies to support health
- Where appropriate and as mutually agreed up, to jointly seek sources of external support to fund these planned collaborative efforts to address wellness
- Build strong linkages with community partners
- Evaluate and report on program impacts developed through the collaboration
- Identify and develop partnerships with other community resources that can support health and wellness in the community

Responsibilities

- Each entity will designate a person as the point of contact to represent Healthy Communities and to attend scheduled meetings
- Each community designated as a Beaumont Healthy Community will designate a city leader to attend the four planning sessions of the Healthy Communities Leadership Coalition to promote collaborative planning while developing a strategic plan with shared metrics addressing the priority health needs of the community.
- This collaboration may result in individual or joint grant proposals. The writing and submission of the proposals will be dependent on each individual grant to ensure the best opportunities for funding.
- Each entity will engage in proposing programs and services that support healthy behaviors

General

This MOU is intended to support a collaborative partnership between entities. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

This MOU shall be in effect for fiscal years 2018 -2021 and can be renewed by written agreement of both parties. It can be terminated by either Party at any time by providing notice in writing to the other Party.

This MOU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations or individuals.

This MOU is neither a fiscal nor a monetary obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services or supplies, or transfer or receive anything of value.

Either party may terminate this agreement if it is determined that either Partner Agency is not in adherence to the guidelines outlined in this MOU, and/or if no attempts have been made or attempts have failed to address said issue.

Beaumont Health

Date

City of Wayne

Date

CITY OF WAYNE
ZONING BOARD OF APPEALS
REGULAR MEETING
MAY 10, 2018

A regular meeting of the Zoning Board of Appeals was held at 7:30 p.m., Thursday, May 10, 2018 at Wayne City Hall, 3355 South Wayne Road.

The meeting was called to order by Chairman Hurley at 7:30 p.m.

Members Present: Chairman Michael Hurley, Vice-Chairman Donald Quarles, Jay Armstrong, Dennis Hermatz, Bud Hillyard, Timothy McClure, James Sumner, Quentin York

Members Absent: Margaret Harlow, 1st Alternate Cynthia Schofield, 2nd Alternate Andrew Raisanen excused (personal business)

Also Present: Building Official Larry Wegrzyn, City Clerk Matthew Miller

ITEM I

Motion by Quarles, seconded by Armstrong and unanimously carried it was resolved to approve minutes of the regular meeting of December 14, 2017, January 11, 2018, February 8, 2018, March 8, 2018 & April 12, 2018

ITEM II

The Minutes of the Planning Commission Meetings of the Planning Commission Meetings of January 2018, February 2018, March 2018 & April 2018 were received and filed.

ITEM III #55-003-10-0017-000

Scott Gocaj, US-12 Bar, 34824 Michigan Avenue West has applied for a Special Exception Permit to conduct outdoor sales at the business location for a twenty-four month period.

Scott Gocaj was present to represent the appeal and addressed the Board.

Notice of Public Hearing was sent to owners of property within three hundred feet (300') of the subject premise prior to the meeting. Notice was also placed in the Wayne Westland Observer Newspaper. There were no comments expressed by mail or by the audience at the public hearing.

Motion by Quarles, seconded by York and unanimously carried, it was resolved to grant the Special Exception Permit to conduct outdoor sales for a (24) twenty-four month period until June 30, 2020.

APPEAL GRANTED

ITEM IV #55-006-10-0011-001

Karl Makky, Avenue Downtown Wayne, 3632 Elizabeth Street, has applied for a Special Exception Permit to conduct outdoor sales at the business location for a twenty-four month period.

Karl Makky was present to represent the appeal and addressed the Board.

Notice of Public Hearing was sent to owners of property within three hundred feet (300') of the subject premise prior to the meeting. Notice was also placed in the Wayne Westland Observer Newspaper. There were no comments expressed by mail or by the audience at the public hearing.

Motion by Hillyard, seconded by York and unanimously carried, it was resolved to grant the Special Exception Permit to conduct outdoor sales for a (24) twenty-four month period until June 30, 2020.

APPEAL GRANTED

ITEM III #55-003-10-0016-305

Theresa Shackelford, Benders Bar, 34830 Michigan Avenue West has applied for a Special Exception Permit to conduct outdoor sales at the business location for a twenty-four month period.

Theresa Shackelford was present to represent the appeal and addressed the Board.

Notice of Public Hearing was sent to owners of property within three hundred feet (300') of the subject premise prior to the meeting. Notice was also placed in the Wayne Westland Observer Newspaper. There were no comments expressed by mail or by the audience at the public hearing.

Motion by York, seconded by Quarles and unanimously carried, it was resolved to grant the Special Exception Permit to conduct outdoor sales for a (24) twenty-four month period until June 30, 2020.

APPEAL GRANTED

Chairman Hurley asked for any other comments:

No comments were expressed.

The next scheduled meeting is June 14, 2018.

Motion by York, seconded by Quarles and unanimously carried, to adjourn the meeting at 7:42 p.m.

Matthew K. Miller
City Clerk