



AGENDA
WYOMING CITY COUNCIL MEETING
COUNCIL CHAMBERS
MONDAY, OCTOBER 20, 2025, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Tressa Liba, Buck Creek Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Approval of Minutes**
From October 6, 2025, Regular Meeting and October 13, 2025, Work Session.
- 6) Approval of Agenda**
- 7) Public Hearings**
- 8) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 10) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 11) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 12) Budget Amendments**
 - a) Budget Amendment No. 6 – To Establish the Godwin Mercado Fund, Appropriate \$254,995 of Budgetary Authority, and Authorize the Related General Fund Transfer for Initial Operations and Reserves
- 13) Consent Agenda**
All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
 - a) To Appoint Morgan Oakes as a Member of the Wyoming Parks and Recreation Commission Representing the Kelloggsville Public School District

14) Resolutions

- a) To Accept and Distribute Grant Funding Received from the Office of Highway Safety Planning (Budget Amendment No. 5)

15) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts

- a) To Authorize the Purchase of Public Safety Patrol Car Laptop and Docking Stations
- b) For the Purchase of Crime-Lite Alternative Light Source Technology and Accessories
- c) For the Purchase of Public Safety Tactical Helmets
- d) For the Purchase of Subject Control Mats
- e) To Accept a Quote For the Purchase of an Equipment Trailer and to Authorize Trade-In of an Existing Trailer
- f) To Enter Into a Municipal Wastewater Sludge Disposal Services Interlocal Agreement with the City of Grand Rapids
- g) To Enter Into an Agreement for a Court Ordered Cleanup at 2553 Batt Drive SW

16) Ordinances

- 12-25 To Amend Zoning Code Sections 90-402A "Special permitted uses after special approval", 90-407A "Special permitted uses after special approval", 90-438A "Special permitted uses after special approval", 90-407B "Principal Permitted Uses", 90-408B "Permitted uses after special approval", 90-412B "Principal Permitted Uses", 90-413B "Special Uses", 90-424B "Permitted Uses", 90-412C "Special Uses", 90-1309 "Building height transition area", 90-2100 "Applicability" (Final Reading)
- 13-25 To Amend Section 34-1 Definitions and Section 34-3 of the City Code to Adopt The International Fire Code, 2024 Edition, by Reference Together with Certain Amendments and Appendices (Final Reading)
- 14-25 To Amend Chapter 14-Businesses, Article IV-Alcoholic Liquor Businesses, Sec. 14-42-Requirements for on-Premises Consumption Licenses to Add a New Paragraph (h) to Allow Godwin Mercado to Serve Alcoholic Beverages (Final Reading)
- 15-25 To Amend Chapter 50-Offenses and Miscellaneous Provisions Article II-Offenses Affecting Governmental Functions Section 50-36 - Possession or Consumption of Alcoholic Liquor in Public Parks and Places of Amusement is Amended to Add a New Paragraph (4) to Allow Godwin Mercado to Serve Alcoholic Beverages (Final Reading)

17) Resolutions

- a) To Consider an Application from the City of Wyoming for a Class C - Municipal Civic Center or Civic Auditorium License to be Located at Godwin Mercado, 301 – 36th Street, Wyoming, MI 49509

18) Informational Material

19) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3-minute limit per person.

20) Closed Session (as necessary)

21) Adjournment

The City of Wyoming, including the City Council, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings. The City Council will coordinate with city staff to ensure the City Council fulfills that commitment for its programs, services, and activities, including public meetings. Accommodations to enable virtual meeting attendance and participation can usually be made if a request is received at least 5 hours before the meeting time. Other accommodations may require more time.

Special Accommodations – Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the city clerk at either Clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

Acomodaciones Especiales – Personas que deseen asistir a esta reunión y necesitan acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Cuidad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunion para hacer arreglos para el alojamiento apropiado.

RESOLUTION NO. _____

RESOLUTION TO APPOINT MORGAN OAKES
AS A MEMBER OF THE WYOMING PARKS AND RECREATION COMMISSION
REPRESENTING THE KELLOGGSVILLE PUBLIC SCHOOL DISTRICT

WHEREAS:

1. There is a vacancy in the position of Kelloggsville Public School District Representative on the Wyoming Parks and Recreation Commission for a term expiring June 30, 2028.
2. The Kelloggsville Public School District has recommended that Morgan Oakes be appointed to the Wyoming Parks and Recreation Commission as a representative of the district.
3. It is the desire of the City Council that Morgan Oakes be appointed to fill the term on the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby appoint Morgan Oakes as a member of the Parks and Recreation Commission for the City of Wyoming for the term ending June 30, 2028.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 20, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: October 20, 2025

Budget Amendment No. 006

To the Wyoming City Council:

A budget amendment is requested to establish the Godwin Mercado fund, appropriate \$254,995 of budgetary authority, and authorize the related General Fund transfer for initial operations and reserves.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Godwin Mercado Fund</u>				
Fees Public Market				
551-614.011	\$ -	\$ 125,000.00	\$ -	\$ 125,000.00
Interest Income Interest on Investments				
551-665.000	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
Donations Public Market Income				
551-675.038	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Transfer From General Fund				
551-699.101	\$ -	\$ 201,335.00	\$ -	\$ 201,335.00
Parks and Recreation - Public Market - Salaries				
551-751-75300-706.000	\$ -	\$ 63,300.00	\$ -	\$ 63,300.00
Parks and Recreation - Public Market - Salaries Temporary Salaries				
551-751-75300-707.000	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
Parks and Recreation - Public Market - FICA				
551-751-75300-715.000	\$ -	\$ 8,800.00	\$ -	\$ 8,800.00
Parks and Recreation - Public Market - Hospitalization Insurance				
551-751-75300-716.000	\$ -	\$ 23,200.00	\$ -	\$ 23,200.00
Parks and Recreation - Public Market - Life Insurance				
551-751-75300-717.000	\$ -	\$ 75.00	\$ -	\$ 75.00
Parks and Recreation - Public Market - Pension DC Plan				
551-751-75300-718.100	\$ -	\$ 5,100.00	\$ -	\$ 5,100.00
Parks and Recreation - Public Market - Pension Retiree Health - DC Plan				
551-751-75300-718.200	\$ -	\$ 2,550.00	\$ -	\$ 2,550.00
Parks and Recreation - Public Market - Workers Comp Insurance				
551-751-75300-719.000	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
Parks and Recreation - Public Market - CIP/Longevity				
551-751-75300-721.000	\$ -	\$ 120.00	\$ -	\$ 120.00
Parks and Recreation - Public Market - Office Supplies				
551-751-75300-727.000	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Parks and Recreation - Public Market - Operating Supplies				
551-751-75300-740.000	\$ -	\$ 32,500.00	\$ -	\$ 32,500.00
Parks and Recreation - Public Market - Computer Equipment				
551-751-75300-740.200	\$ -	\$ 3,190.00	\$ -	\$ 3,190.00
Parks and Recreation - Public Market - Uniforms				
551-751-75300-744.000	\$ -	\$ 500.00	\$ -	\$ 500.00
Parks and Recreation - Public Market - Maintenance Supplies				
551-751-75300-775.000	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
Parks and Recreation - Public Market - Software Services				
551-751-75300-806.000	\$ -	\$ 500.00	\$ -	\$ 500.00
Parks and Recreation - Public Market - Communications Cell Phones				
551-751-75300-850.100	\$ -	\$ 480.00	\$ -	\$ 480.00
Parks and Recreation - Public Market - Travel and Training				
551-751-75300-860.000	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
Parks and Recreation - Public Market - Printing & Advertising				
551-751-75300-900.000	\$ -	\$ 7,200.00	\$ -	\$ 7,200.00
Parks and Recreation - Public Market - Public Utilities				
551-751-75300-920.000	\$ -	\$ 22,580.00	\$ -	\$ 22,580.00
Parks and Recreation - Public Market - Repairs and Maintenance				
551-751-75300-930.000	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
Parks and Recreation - Public Market - Other Services				
551-751-75300-956.000	\$ -	\$ 26,900.00	\$ -	\$ 26,900.00
Parks and Recreation - Public Market - Insurance Liability				
551-751-75300-960.000	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Fund Balance/Working Capital (Fund 551)		<u>\$ 83,840.00</u>	<u>\$ -</u>	
<u>General Fund</u>				
Transfers Out - Transfers to Parks Fund				
101-999-99900-995.208	\$ -	\$ 201,335.00	\$ -	\$ 201,335.00
Fund Balance/Working Capital (Fund 101)		<u>\$ -</u>	<u>\$ 201,335.00</u>	
<u>Parks and Recreation Fund</u>				
Fees Public Market				
208-614.011	\$ 26,100.00	\$ -	\$ 26,100.00	\$ -
Donations Public Market Income				
208-675.038	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -
Parks and Recreation - Public Market - Salaries				
208-751-67300-706.000	\$ 65,959.60	\$ -	\$ 65,959.60	\$ -
Parks and Recreation - Public Market - Salaries Temporary Salaries				
208-751-67300-707.000	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -
Parks and Recreation - Public Market - FICA				
208-751-67300-715.000	\$ 8,871.39	\$ -	\$ 8,871.39	\$ -
Parks and Recreation - Public Market - Hospitalization Insurance				
208-751-67300-716.000	\$ 8,432.52	\$ -	\$ 8,432.52	\$ -
Parks and Recreation - Public Market - Life Insurance				
208-751-67300-717.000	\$ 76.43	\$ -	\$ 76.43	\$ -
Parks and Recreation - Public Market - Pension DC Plan				
208-751-67300-718.100	\$ 5,277.05	\$ -	\$ 5,277.05	\$ -
Parks and Recreation - Public Market - Pension Retiree Health - DC Plan				
208-751-67300-718.200	\$ 6,719.82	\$ -	\$ 6,719.82	\$ -
Parks and Recreation - Public Market - Workers Comp Insurance				
208-751-67300-719.000	\$ 1,600.25	\$ -	\$ 1,600.25	\$ -

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
Parks and Recreation - Public Market - Office Supplies				
208-751-67300-727.000	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
Parks and Recreation - Public Market - Operating Supplies				
208-751-67300-740.000	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -
Parks and Recreation - Public Market - Computer Equipment				
208-751-67300-740.200	\$ 3,190.00	\$ -	\$ 3,190.00	\$ -
Parks and Recreation - Public Market - Software Services				
208-751-67300-806.000	\$ 497.00	\$ -	\$ 497.00	\$ -
Parks and Recreation - Public Market - Travel and Training				
208-751-67300-860.000	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
Parks and Recreation - Public Market - Printing & Advertising				
208-751-67300-900.000	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -
Parks and Recreation - Public Market - Public Utilities				
208-751-67300-920.000	\$ 22,580.00	\$ -	\$ 22,580.00	\$ -
Parks and Recreation - Public Market - Repairs and Maintenance				
208-751-67300-930.000	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -
Parks and Recreation - Public Market - Other Services				
208-751-67300-956.000	\$ 47,070.00	\$ -	\$ 47,070.00	\$ -
Parks and Recreation - Public Market - Insurance Liability				
208-751-67300-960.000	\$ 1,391.80	\$ -	\$ 1,391.80	\$ -
Fund Balance/Working Capital (Fund 208)		<u>\$ 223,765.86</u>	<u>\$ -</u>	

Recommended:  Senior Accountant _____ City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2025-2026 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AND DISTRIBUTE GRANT FUNDING
RECEIVED FROM THE OFFICE OF HIGHWAY SAFETY PLANNING

WHEREAS:

1. The City of Wyoming has requested to serve as the host agency for the "Kent County Overtime Distracted Driving, Impaired, Seat Belt and Speed Enforcement Traffic Enforcement" grant, as appointed by the State of Michigan, Office of Highway Safety Planning.
2. The City of Wyoming would accept and reimburse \$96,238.29 in grant funds designated for overtime patrols to enforce safety restraint and operating while intoxicated violations, speed enforcement, and distracted driving to five agencies participating in the Task Force.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Wyoming accepts the Office of Highway Safety Planning Grant in the amount of \$96,238.29.
2. The Public Safety Director or appointed designee shall serve as the Director of the Task Force.
3. That the Finance Director or the Finance Director's designee is appointed to serve as the Financial Manager responsible for the grant reporting requirements and dispersal of grant funds to participating governmental entities.
4. The attached Budget Amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Detail Reports
Budget Amendment
OHSP Grant

Resolution No. _____

STAFF REPORT

Date: October 2, 2025
Subject: 2025-2026 Office of Highway Safety Planning Grant Acceptance
From: Lieutenant Andrew Koeller
CC: Deputy Public Safety Chief Kip Snyder
Meeting Date: October 20th, 2025

RECOMMENDATION:

It is recommended that the City Council authorize the acceptance of the \$96,238.29 2025-2026 Michigan Office of Highway Safety and Planning (OHSP) Traffic Enforcement Grant.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.
- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The Michigan Office of Highway Safety Planning (OHSP) provides grants to law enforcement agencies for focused traffic enforcement. OHSP sets enforcement dates throughout the year to enforce a variety of traffic laws related to distracted driving, impaired driving, seatbelt usage, and speed enforcement. The grant allows agencies to utilize overtime to place officers on the road to focus on deterring and enforcing these offenses.

The Wyoming Police Department has participated in OHSP Grant enforcement for several years. The Wyoming Police Department administers this grant for the Grand Rapids Police Department, Kent County Sheriff's Office, Kentwood Police Department, and Walker Police Department. Grant hours are assigned to each agency and reimbursed through OHSP grant funds. Scheduled enforcement will begin in December 2025 for this

grant period. By accepting this grant, the Wyoming Police Department can dedicate up to 250 additional overtime hours for traffic enforcement within the City of Wyoming.

The grant application has been approved through the Michigan Office of Highway Safety Planning.

BUDGET IMPACT:

The total amount allocated for this grant is \$96,238.29. Wyoming PD is budgeted for 250 hours of enforcement at overtime wages totaling \$19,560.69. The remaining \$76,677.60 is budgeted for the overtime wages of the other involved agencies.

The attached Budget Amendment is required.

Attachments:

Budget Amendment
Grant Approval Letter

CITY OF WYOMING BUDGET AMENDMENT

Date: October 20, 2025

Budget Amendment No. 005

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$96,239 of budgetary authority to provide funding for activities related to the Michigan Office of Highway Safety and Planning (OHSP) Traffic Enforcement grant and recognize the associated grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Public Safety Fund</u>				
Federal Grants OHSP - Strategic Enforcement				
205-505.003	\$ 105,110.00	\$ 96,239.00		\$ 201,349.00
Police - OHSP Strategic Traffic Enforcement - Uniform Overtime Salaries				
205-301-31506-709.000	\$ 11,250.00	\$ 19,561.00		\$ 30,811.00
Police - OHSP Strategic Traffic Enforcement - Other Services Grand Rapids Distribution				
205-301-31506-956.520	\$ 34,484.00	\$ 18,887.00		\$ 53,371.00
Police - OHSP Strategic Traffic Enforcement - Other Services Kentwood Distribution				
205-301-31506-956.522	\$ 22,763.00	\$ 19,982.00		\$ 42,745.00
Police - OHSP Strategic Traffic Enforcement - Other Services Walker Distribution				
205-301-31506-956.523	\$ 18,033.00	\$ 18,340.00		\$ 36,373.00
Police - OHSP Strategic Traffic Enforcement - Other Services Kent County Distribution				
205-301-31506-956.525	\$ 17,522.00	\$ 19,469.00		\$ 36,991.00
Fund Balance/Working Capital (Fund 205)		\$ -	\$ -	

Recommended: _____

Senior Accountant

City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2025-2026 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
PUBLIC SAFETY PATROL CAR LAPTOP AND DOCKING STATIONS

WHEREAS:

1. On July 7, 2025, City Council approved Resolution #28482, accepting a quote from Dell Technologies for the purchase of Public Safety patrol car laptops for the 2026 fiscal year replacement and acquisition program, utilizing pricing under the Midwestern Higher Education Compact (MHEC) purchasing agreement.
2. As detailed in the attached staff report, it is recommended City Council authorize the purchase of an additional laptop computer in the amount of \$2,598.36.
3. It is also recommended City Council accept a quote from Dell Technologies for the purchase of 16 Havis docking stations in the total estimated amount of \$11,856.80.
4. It is further recommended City Council authorize future Public Safety patrol car laptops and docking stations from Dell Technologies for the 2026 fiscal year, using the MHEC purchasing agreement, subject to City Manager approval and in accordance with budget authorization.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of a Public Safety patrol car laptop and 16 docking stations.
2. City Council authorizes future public safety patrol car laptops and docking stations from Dell Technologies for the 2026 fiscal year, using the MHEC purchasing agreement, subject to City Manager approval and in accordance with budget authorization.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: October 14, 2025
Subject: Public Safety Patrol Car Dell Laptops
From: Paul Gerndt, Director of Information Technology
Meeting Date: October 20, 2025

RECOMMENDATION:

It is recommended City Council approve the purchase of one rugged laptop in the amount of \$2,598.36 and 16 Havis Docking Stations in the amount of \$11,856.80 from Dell Technologies and authorize the purchase of additional rugged laptops and docking stations in accordance with the FY 2026 budget.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
 - GOAL -- The careful and responsible management of city funding and resources to support our community.

DISCUSSION:

On July 7, 2025, City Council approved Resolution No. 28482, authorizing the purchase of rugged laptop computers from Dell Technologies using the MHEC purchasing agreement pricing. The FY 2026 computer replacement and purchase program included the planned purchase of seven (7) rugged laptop computers to support Public Safety operations where durability and reliability in demanding environments are essential.



During implementation of the FY 2026 program, staff identified an additional need for one (1) rugged laptop computer to support a Public Safety vehicle new to the fleet. The purchase will ensure that all field staff have reliable access to technology necessary for data collection, communication, and real-time reporting while in the field.

Staff have observed an increase in incident reports (tickets) related to performance and functionality issues traced to aging Havis docking stations. Docking stations are typically purchased when a new vehicle is provisioned; however, because their service life often exceeds that of a patrol vehicle, they are frequently re-used in subsequent replacements. Most of the docks slated for replacement have been in service through multiple vehicle cycles.



To maintain reliability and ensure full functionality of public safety computing equipment, staff recommend replacing 16 Havis docking stations for Dell rugged laptops.

The City continues to leverage cooperative purchasing agreements such as the MHEC contract to obtain competitive pricing and streamline the procurement process. Dell Technologies provides standardized computer hardware and warranty support that aligns with the City's existing IT infrastructure, simplifying device management and reducing total cost of ownership.

Authorizing the City Manager to approve additional purchases under this agreement for FY 2026 will allow the Information Technology Department to respond efficiently to unanticipated needs or equipment failures while remaining within approved budget limits.

BUDGET IMPACT:

Funds are available in the FY 2026 budget in the following account:

205-301-30500-740.200



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Nov. 06, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	Havis Docks for Dell Rugged laptops	Sales Rep	Morris Wilson LI
Quote No.	3000195054849.1	Phone	1(800) 4563355
Total	\$11,856.80	Email	Morris.WilsonLI@dell.com
Customer #	45120039	Billing To	ACCOUNTS PAYABLE
Quoted On	Oct. 07, 2025		CITY OF WYOMING
Expires by	Nov. 06, 2025		1155 28TH ST SW
Contract Code	C000000979569		WYOMING, MI 49509-2825
Customer Agreement #	MHEC-04152022		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

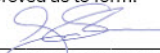
Regards,
Morris Wilson LI

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE CITY OF WYOMING 1155 28TH ST SW WYOMING, MI 49509-2825 (616) 530-7206	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Havis Docking Station	\$741.05	16	\$11,856.80

Approved as to form:


Greg Stremers, City Attorney

Subtotal:	\$11,856.80
Shipping:	\$0.00
Non-Taxable Amount:	\$11,856.80
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$11,856.80
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Shipping Group Details

Shipping To	Shipping Method
ACCOUNTS PAYABLE CITY OF WYOMING 1155 28TH ST SW WYOMING, MI 49509-2825 (616) 530-7206	Standard Delivery

		Unit Price	Quantity	Subtotal
Havis Docking Station		\$741.05	16	\$11,856.80
Estimated delivery if purchased today: Nov. 18, 2025 Contract # C000000979569 Customer Agreement # MHEC-04152022				
Description	SKU	Unit Price	Quantity	Subtotal
Havis Docking Station	AD384637	-	16	-
Subtotal:				\$11,856.80
Shipping:				\$0.00
Estimated Tax:				\$0.00
Total:				\$11,856.80

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
CRIME-LITE ALTERNATE LIGHT SOURCE TECHNOLOGY AND ACCESSORIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of Crime-lite alternate light source technology and accessories from the sole source provider, Foster & Freeman USA Inc. in the total estimated amount of \$19,712.72.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of Crime-light alternate light source technology and accessories.
2. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 20, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Sole Source Letter

Quote

Resolution No. _____

STAFF REPORT

Date: October 3, 2025
Subject: Crime Scene Alternate Light Sources
From: Captain Timothy Pols
CC: Acting Chief Kip Snyder
Meeting Date: October 20, 2025

RECOMMENDATION:

It is recommended that City Council approve the purchase of Crime-lite alternate light source technology and accompanying accessories from Foster+Freeman USA Inc. for the approximate amount of \$19,712.72.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.
- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The Police Department's Forensic Science Unit (FSU) relies on alternate light sources (ALS) to identify evidence at crime scenes, including bodily fluids, hairs, fibers, and latent fingerprints. The ALS equipment currently in use is approximately 20 years old, double the recommended service life of 10 years. The equipment's batteries no longer hold a charge, and replacements are no longer available. Updating this equipment is critical to ensuring the FSU can continue to effectively and reliably process crime scenes.

SOLE SOURCE:

It is recommended that this purchase be made from Foster+Freeman USA Inc. as a sole source procurement. The exemption from the bidding process is justified by the equipment's unique performance capabilities, including the variety and type of light sources, wavelength options, and LED light capabilities. A sole-source letter from Foster+Freeman is attached to this report and provides further detail regarding their ALS product. In addition, FSU's current ALS equipment, also manufactured by Foster + Freeman, has proven to be reliable and effective over many years of use.

BUDGET IMPACT:

If approved, the City would expend approximately \$19,712.72 to Foster+Freeman USA Inc. for the required equipment and accessories as detailed on the attached quotation. Funding for this purchase has been budgeted and is available in the Forensic Science Unit – Operating Supplies account 205-301-31000-740.000.

Attachments:

Quote and Purchase Agreement
Sole Source Letter

20145 Ashbrook Place #190

Ashburn, VA 20147

Tel: 888 445 5048

Fax: 888 445 5049

www.fosterfreeman.com

July 8, 2025

Wyoming Police Department

2300 DeHoop Ave. SW

Wyoming MI, 49509

ATTN: Julia Carmody

Re. Sole Source justification for Crime-lite® 82S and 42S light sources

Dear Julia,

I am pleased to confirm that Crime-lite® 82 PRO and 42S light sources are manufactured by and only available from Foster & Freeman.

The 82S PRO and 42S series design is based upon Crime-lite® technology. Multiple high-powered LEDs provide a very intense, yet narrow waveband output, in a compact portable design. We are not aware of any equivalent unit available.

Some of the key features of the 82S include:

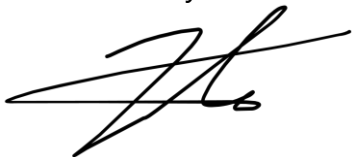
- Each light contains 16 high-efficiency LEDs
- Long-lifetime light sources provide up to 50,000 hours operation
- Compact design weighs approximately one and a quarter pounds (560g)
- Specialized interchangeable filter goggles incorporating Schott filter glass
- Nine wavebands available, including UV, Violet, Blue, Blue/Green, Green, Orange, Red, Infra-red and White
- Dimmable homogenous light beam with three intensity settings (low, medium, high)
- Certificate of Conformity supplied with each light source
- No lamps to replace
- Forced air cooling with built-in thermal protection
- External, rechargeable Lithium-ion battery pack with 22-minute recharge
- Battery run time is up to 750 minutes with fully charged 5Ah Lithium-ion battery (optional AC mains adaptor available for continuous runtime)
- Flat battery indicator LED
- To avoid destroying DNA evidence and for operator safety, the unit does not emit shortwave UV

Some of the key features of the 42S include:

- Each light contains 16 high-efficiency LEDs (8 of each the two chosen wavelengths)
- Long-lifetime light sources provide up to 50,000 hours operation
- Compact design weighs approximately one and a quarter pounds (560g)
- Viewing goggles use anti-glare, optical-quality filter glass
- Button to easily switch between wavelengths
- Eight combinations of wavelengths are available:
 1. White (400-700nm) & Blue (420-470nm)
 2. UV (350-380nm) & Violet (395-425nm)
 3. Blue (420-470nm) & Blue/Green (445-510nm)
 4. Blue (420-470nm) & Green (480-560nm)
 5. Green (480-560nm) & Orange (570-610nm)
 6. Blue/Green (445-510nm) & Green (480-560nm)
 7. Yellow (540-590nm) & Red (600-650nm)
 8. UV (350-380nm) & Infra-red (800-900nm).
- Certificate of actual output spectrum supplied with each light source
- No lamps to replace
- External, rechargeable Lithium ion battery pack with 22-minute recharge
- Optional UV-Vis-IR camera attaches to light source for image capture
- UV-Vis-IR camera offers the flexibility to interface to a pc, laptop or tablet
- UV-Vis-IR camera has capability to mount to any 42S and 82S Crime-Lite
- UV-Vis-IR camera contains integrated filter to switch between UV, IR and visible wavebands to view different evidence such as latent prints, body fluids, blood, gunshot residue, tattoos, etc.

Please let me know if we can be of any further assistance

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Nathan Carey', with a stylized, flowing script.

Nathan Carey
Technical Sales Specialist

FOSTER+FREEMAN USA INC.
20145 ASHBROOK PLACE #190
ASHBURN, VA 20147
T: 888 445 5048
F: 888 445 5049
usoffice@fosterfreeman.com

Federal Tax ID No. 56-2316854
GST/HST No. 81939 6300 RT0001

www.fosterfreeman.com

Your Reference: RFQ - 82S PRO/42S KIT

Our Reference: C02231

Quote Reference: Q223923

Date: October 2, 2025

Page 1 of 6

Wyoming Police Department
2300 DeHoop Ave SW
Wyoming
MI 49509-1816
USA

Attention of Julia Carmody

QUOTATION Q223923 - FOR THE SUPPLY OF:

LINE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	DSC%	SUB TOTAL
1	CRIME-LITE 82S PRO BLUE (QCL/82SPRO/B) - 16 x HIGH EFFICIENCY SURFACE MOUNT LEDs - 10% band width 420-470nm (nominal) - peak at 445nm - dimmable homogenous light beam - Three intensity settings (low, medium, high) - weight: 560g - handle dia 43mm, head 53mm x 65mm, overall length 210mm - forced air cooling with built in thermal protection - designed for use with 18V Lithium Ion batteries (offered separately) - battery run time typically 80 minutes (High power), 750 (Low power) (optional AC mains adaptor available for continuous running) - compatible with Crime-lite 80 series 24v NiMH batteries (offered separately) - flat battery indicator LED - information sheet and wavelength output certificate - classified to European safety standard EN62471:2008	1	4,401.67	15.00	3,741.42
2	CRIME-LITE 82S PRO BLUE-GREEN (QCL/82SPRO/BG) - 16 x HIGH EFFICIENCY SURFACE MOUNT LEDs - 10% band width 445-510nm (nominal) - peak at 475nm - dimmable homogenous light beam - Three intensity settings (low, medium, high) - weight: 560g - handle dia 43mm, head 53mm x 65mm, overall length 210mm - forced air cooling with built in thermal protection - designed for use with 18V Lithium Ion batteries (offered separately) - battery run time typically 80 minutes (High power), 750 (Low power) (optional AC mains adaptor	1	4,104.65	15.00	3,488.95

Your Reference: RFQ - 82S PRO/42S KIT

Our Reference: C02231

Quote Reference: Q223923

Date: October 2, 2025

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- available for continuous running)
- compatible with Crime-lite 80 series 24v NiMH batteries (offered separately)
- flat battery indicator LED
- information sheet and wavelength output certificate
- classified to European safety standard EN62471:2008

3	CRIME-LITE 82S PRO GREEN (QCL/82SPRO/G)	1	4,558.84	15.00	3,875.01
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- 16 x HIGH EFFICIENCY SURFACE MOUNT LEDs
- 10% band width 480-560nm (nominal)
- peak at 530nm
- dimmable homogenous light beam
- Three intensity settings (low, medium, high)
- weight: 560g
- handle dia 43mm, head 53mm x 65mm, overall length 210mm
- forced air cooling with built in thermal protection
- designed for use with 18V Lithium Ion batteries (offered separately)
- battery run time typically 80 minutes (High power), 750 (Low power) (optional AC mains adaptor available for continuous running)
- compatible with Crime-lite 80 series 24v NiMH batteries (offered separately)
- flat battery indicator LED
- information sheet and wavelength output certificate
- classified to European safety standard EN62471:2008

4	CRIME-LITE 42S UV + IR & GOGGLES (QCL/42S/UVIR)	1	4,827.15	15.00	4,103.08
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- 8 x HIGH EFFICIENCY SURFACE MOUNT UV LEDs
- Peak 365nm, 10% band width 350-380nm (nominal)
- 8 x HIGH EFFICIENCY SURFACE MOUNT LEDs
- peak 860nm (nominal)
- homogenous light beam
- dual UV/IR emission warning LED and key switch with removable key
- Weight: 560g
- Handle dia 43mm, head 53mm x 65mm, overall length 210mm
- Forced air cooling with built in thermal protection
- Designed for use with 18V Lithium Ion batteries (offered separately)
- Run time typically 240 minutes on fully charged 4Ah battery when using a single wavelength (optional AC mains adaptor available for continuous running)
- also compatible with Crime-lite 80 series 24v NiMH batteries (offered separately)
- Discharged battery indicator LED
- Information sheet and wavelength output certificate

Your Reference: RFQ - 82S PRO/42S KIT

Our Reference: C02231

Quote Reference: Q223923

Date: October 2, 2025

Page 3 of 6

- Classified to European safety standard EN62471:2008
- NOTE - THIS UNIT ALSO INCLUDES
- Used when UV viewing fluorescence without camera
- CRIME-LITE UV SAFETY GLASSES (QCL2/014)
- fits over glasses
- 100% UV protection
- filter qualified to safety standard EN207, 315-398nm DIRM L5
- 1% transmission cut-on at 406nm (nominal)
- Used when viewing UV and IR absorption with camera system
- CRIME-LITE IR BLOCKING SAFETY SPECTACLES (QCL/244)
- CE classified to laser standard EN207 with optical density OD>4 from 808-1090nm
- fits over glasses
- Note: When used with 5Ah battery (QCL82/008B) run time will be increased to 320 minutes (UV), 340 minutes (IR) per single wavelength and approximately 10 hours in low power mode

5	INTERCHANGABLE FILTER GOGGLE ISSUE 270-014-04 UV BLOCKING (QCL/IFG)	1	320.27	10.00	288.24
	- Comfort-fit evidence viewing goggles for use with interchangeable magnetic filters (sold separately) - Integral UV Block long pass filter (1% cut-on wavelength at 389nm, nominal) - Wide strap offers increased comfort - Can be worn over most prescription glasses - Dimensions H 90mm x W 180mm x D 90mm - Weight (excluding magnetic filters) 115g - Storage pouch				
6	UNCOATED INTERCHANGEABLE FILTER - BLUE GG495 (QCL/IFG/UC-B)	1	357.95	10.00	322.15
	- Magnetic interchangeable filters for use with Blue illumination - Schott GG495 long pass filter glass (1% cut-on wavelength at 476nm, nominal) - reflective long pass, custom dielectric filter on Schott glass to enhance the ability to find more evidence - maximum anti-glare performance when used with high power light sources				
7	UNCOATED INTERCHANGEABLE FILTER - BLUE/GREEN OG550 (QCL/IFG/UC-BG)	1	357.95	10.00	322.15
	- Magnetic interchangeable filters for use with Blue/Green illumination - Schott OG550 long pass filter glass (1% cut-on wavelength at 529nm, nominal)				

Your Reference: RFQ - 82S PRO/42S KIT

Our Reference: C02231

Quote Reference: Q223923

Date: October 2, 2025

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8	UNCOATED INTERCHANGEABLE FILTER - GREEN OG590 (QCL/IFG/UC-G) - Magnetic interchangeable filters for use with Green illumination - Schott OG590 long pass filter glass (1% cut-on wavelength at 571nm, nominal)	1	357.95	10.00	322.15
9	A/G CAMERA FILTER GG495 72MM (QCL/192) - Schott GG495 long pass filter glass (1% cut-on wavelength at 476nm, nominal) - reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources (note: 70mm diameter glass fitted in 72mm diameter threaded holder)	1	340.35	10.00	306.31
10	A/G CAMERA FILTER OG550 72MM (QCL/195) - Schott OG550 long pass filter glass (1% cut-on wavelength at 529nm, nominal) - reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources (note: 70mm diameter glass fitted in 72mm diameter threaded holder)	1	358.19	10.00	322.37
11	A/G CAMERA FILTER OG590 72MM (QCL/197) - Schott OG590 long pass filter glass (1% cut-on wavelength at 571nm, nominal) - reflective long pass coating to suppress auto-fluorescent emissions of filter glass for maximum optical performance when used with high power light sources (note: 70mm diameter glass fitted in 72mm diameter threaded holder)	1	423.53	10.00	381.18
12	INTERCHANGEABLE FILTER CASE (QCL/IFG/CASE) Soft padded carry case for Goggle Interchangeable Filters and camera filters - Soft Interior Material	1	113.70	10.00	102.33
13	BATTERY ADAPTOR ONLY MK2 (QCL/82S/011C) - enables lithium battery to be connected directly to Crime-lite 82/42 - does not include separately available cable connector	3	216.66	10.00	584.98

Your Reference: RFQ - 82S PRO/42S KIT

Our Reference: C02231

Quote Reference: Q223923

Date: October 2, 2025

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- NOT suitable for older 82 series lights without machined location flats on base of handle

14	5AH LITHIUM BATTERY (QCL/82S/008B) - Lithium Ion - 5Ah, 18 volt - intelligent charge technology - dims 116 x 75 x 62mm - weight 600g	2	246.54	10.00	443.77
15	FAST BATTERY CHARGER 120 VOLT (QCL/82S/009/USA) - 110 - 120V - charge time 22 minutes per battery - led and audible charge status indicators - automatic control function - dims 190 x 164 x 105mm - weight 1kg	1	185.08	10.00	166.57
16	CL MAINS ADAPTOR FOR 80,82,42 & 8X4 (QCL/80) - input voltage: 90-264V AC - output voltage: 24V DC - maximum power output: 80W - dimensions: 168 x 78 x 45mm - weight: 750g	1	209.55	10.00	188.60
17	SOC CASE SMALL (QCL/82S/013-PRO) - machined foam cut-outs to accommodate up to 3 x Crime-lite 82S & 1 x Crime-lite 82L or 4 x Crime-lite 82S plus 2 batteries and accessories - Note: battery charger does not fit in this case - supplied with warning signs for crime scene - rugged, waterproof and shock resistant - dimensions 488 x 386 x 185mm (19.2 x 15.2 x 7.3 inches) - weight 3.4kg	1	559.40	10.00	503.46
18	SHIPPING AND HANDLING	1	250.00		250.00

2 YEAR STANDARD WARRANTY

FOSTER+FREEMAN USA INC.
20145 ASHBROOK PLACE #190
ASHBURN, VA 20147
T: 888 445 5048
F: 888 445 5049
usoffice@fosterfreeman.com

Federal Tax ID No. 56-2316854
GST/HST No. 81939 6300 RT0001

www.fosterfreeman.com

Your Reference: RFQ - 82S PRO/42S KIT

Our Reference: C02231

Quote Reference: Q223923

Date: October 2, 2025

Page 6 of 6

TOTAL PRICE	USD	19,712.72
TOTAL TAX	USD	0.00
TOTAL VALUE	USD	19,712.72

DESPATCH PERIOD:

6-8 working weeks from receipt of order, subject to terms of payment details below. **Please note** despatch times are estimates and will be confirmed at time of order acknowledgement.

TERMS OF DELIVERY:

This price covers delivery including customs clearance, duties and local delivery, but excludes local sales tax.

TERMS OF PAYMENT:

Nett 30 Days from date of invoice Please note that a surcharge of 3% will apply to all credit card payments

BANK DETAILS:

United Bank, McLean, VA. Routing No 056004445, Foster & Freeman USA Inc., Account No. 70061289

VALIDITY UNTIL:

January 2, 2026

SIGNED:

Nathan Carey

Foster & Freeman Ltd. terms and conditions of sale apply.

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
PUBLIC SAFETY TACTICAL HELMETS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Pro-Tech Sales for the purchase of public safety tactical helmets in the total estimated amount of \$14,962.50 using the National Association of State Procurement Officials (NASPO) contract pricing.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of public safety tactical helmets.
2. City Council authorizes the City Manager to sign the quote.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 20, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

STAFF REPORT

Date: October 6, 2025
Subject: Public Safety Tactical Helmets
From: Lieutenant Aaron Brooks
CC: Deputy Chief Kip Snyder
Captain Eric Wiler
Meeting Date: October 20, 2025

RECOMMENDATION:

It is recommended that the City Council approve the purchase of nineteen (19) United Shield International Spec Ops Delta Gen II Ballistic Helmets from Pro-Tech Sales for a total cost of \$14,962.50. Pro-Tech sales is an authorized distributor and offers cooperative purchasing pricing through the National Association of State Procurement Officials (NASPO).

ALIGNMENT WITH STRATEGIC PLAN:

- **PILLAR 2 – Safety**
 - **GOAL 1** – Implement and adopt more proactive public safety initiatives
- **PILLAR 3 – Stewardship**
 - **GOAL 2** – Enhance the efficiency and effectiveness of City operations and services

DISCUSSION:

Tactical helmets are essential protective equipment for the Wyoming Police Department Tactical Team (TACT), providing ballistic and impact protection during high-risk operations. The helmets currently utilized by TACT were purchased in 2019 and have exceeded the 5-year manufacturer warranty. Any bullet-resistant material, whether a bullet proof vest or ballistic helmet, degrades over time. It is important to replace these items once they exceed the warranty to ensure the safety of our officers.

Several helmet models were tested, and we have selected the USI Spec Ops Delta Gen II Helmet as it offers improved comfort, modular mounting options for things such as

body-worn cameras, and enhanced ballistic protection that align with current tactical operational needs.

This purchase will replace the team's existing helmets, ensuring that all nineteen (19) members of TACT are properly equipped with current and reliable head protection. The total cost of the nineteen (19) USI Spec Ops Delta Gen II helmets is **\$14,962.50**.

BUDGET IMPACT:

Funds for this purchase are available and budgeted in the Police – Patrol Operating Supplies Account: **205-301-31500-740.00**

ATTACHMENTS:

Quote



Pro-Tech Sales
1313 West Bagley Rd
Berea OH 44017
United States
(800) 888-4002
sales@protechsales.com

Quote
#QUO6179
9/3/2025

Bill To:

Wyoming Department of Public Safety
2300 De Hoop Ave SW
Wyoming MI 49509
United States

Ship To:

Wyoming Department of Public Safety
2300 De Hoop Ave SW
Wyoming MI 49509
United States

aaron.brooks@wyomingmi.gov
(616) 265-3064

TOTAL

\$14,962.50

Expires: 11/30/2025

Expires	Sales Rep	Sales Rep Email	Sales Rep Phone	Shipping Method
11/30/2025	James Hulliberger	jamesh@protechsales.com	(517) 449-1103	BESTWAY

Quantity	Item	Options	Sell Price	Extended Price
12	SODII-IIIA-BLACK-L Spec Ops Delta Gen II High Cut, Black, Large Spec Ops Gen II High Cut Helmet w/ USI BOA - Rails, IC NVG Shroud, USI Combat Pads. Size: Large Color: Black		\$787.50	\$9,450.00
7	SODII-IIIA-BLACK-XL Spec Ops Delta Gen II High Cut, Black, XL Spec Ops Gen II High Cut Helmet w/USI BOA - Rails, IC NVG Shroud, USI Combat Pads Size: XL Color: Black		\$787.50	\$5,512.50
1	Shipping Charge S&H charges Shipping & Handling charges		\$0.00	\$0.00

19 Spec Ops Delta High Cut Helmets
Black.
12-LARGE
7-XL
NASPO MASTER AGREEMENT:198472
SHIPPING INCLUDED

Subtotal \$14,962.50

2.5% FEE APPLIED TO ALL CREDIT CARD TRANSACTIONS

If you would like to officially place an order based on this quotation, please sign and return to your Pro-Tech Sales rep. If you would like an order confirmation, please request at time of order and one will be sent via email once processed internally.

Signature: _____ Date: _____

PO# (if applicable): _____

Thank you very much for your business!

Tax Total (0%) \$0.00

Total \$14,962.50



QUO6179

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF SUBJECT CONTROL MATS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of subject control mats from Fuji Mats LLC in the total estimated amount of \$18,391.90.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of subject control mats.
2. City Council authorizes the City Manager to sign the contract.
3. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 20, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract
Quote

Resolution No. _____

STAFF REPORT

Date: October 6th, 2025
Subject: Subject Control Mats
From: Lieutenant Andrew Koeller
CC: Deputy Public Safety Chief Kip Snyder
Meeting Date: October 20, 2025

RECOMMENDATION:

It is recommended that the City Council accept the bid and authorize the purchase of subject control mats for the Police Department from Fuji Mats. This purchase is estimated to have a total cost of \$18,391.90, all of which will be covered by MCOLES Continuing Professional Education Grant funds, specifically awarded to enhance training initiatives for the Police Department.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.
- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The Police Department is requesting approval to purchase Fuji-brand mats for the subject control training area. Subject control training is conducted regularly as part of the department's ongoing professional development. This training involves physical contact, controlled falls, and rapid movements, all of which require a safe and secure environment. Additionally, this training is critical for equipping officers with the necessary tools to protect both themselves and the public during physical encounters.

The current mats used in the training area are outdated and pose several safety concerns. They are not secured to the floor, which allows them to slide during training, creating a slipping hazard. Furthermore, the mats are not fastened together with any permanent

system—only tape is used to hold them in place, which frequently comes loose and causes the mats to separate. This separation leads to uneven surfaces and gaps that significantly increase the risk of injury. Another safety concern is the lack of wall mats, which leaves officers vulnerable to impact injuries during scenario-based or momentum-driven exercises.

The Police Department recommends the purchase and installation of Fuji-brand mats, which are widely used in law enforcement and martial arts facilities due to their safety and durability. The new setup will include mats that are securely fastened to the floor, preventing them from shifting or separating during use, as well as wall-mounted mats that provide additional protection. This will create a safer, more stable environment that allows for realistic and effective training while minimizing the risk of injury.

Fuji also offered the police department an approximately 10% discount on the total project cost.

TABULATION:

This project was put out to bid in early June 2025, with 83 bid invitations distributed. Despite the broad outreach, only one vendor submitted a bid, providing two different quotations for two product options. However, after reviewing the submissions, the department opted not to proceed with either option offered by the sole bidding company. The bids submitted did not meet the provided specifications. To ensure the selection of a high-quality, reliable product, Police Department personnel consulted with the Grand Rapids Police Department, which had recently installed a similar training mat system using Fuji-brand mats. Based on their positive experience and recommendation, along with a recommendation from the department's own subject control cadre, the Fuji brand was identified as the preferred choice. Fuji mats are also well regarded in martial arts communities for their safety, durability, and long lifespan.

BUDGET IMPACT:

Funds are budgeted in the 205-301.32000.956.005.

Attachments:

Contract
Quotation

CLIENT INFO

City of Wyoming Police Department
 Andrew Koeller
 2300 De Hoop Avenue Southwest
 Wyoming, Michigan 49509

SHIPPING INFO

City of Wyoming Police Department
 Andrew Koeller
 2300 De Hoop Avenue Southwest
 Wyoming, Michigan 49509

ITEM	DESCRIPTION	QTY	PRICE	AMOUNT
WP6D-DbICorner	Double Outside Corner Pad, 1" Top / 1.5" Bottom Nailer. 6ft tall. Color: Black SIZE: 6ft. Tall FACE: 16.25" LEFT RETURN: 8-1/8" RIGHT RETURN: 8-1/8" * Made In USA *	1	\$355.00	\$355.00
WP6D-DbICorner	Double Outside Corner Pad, 1" Top / 1.5" Bottom Nailer. 6ft tall. Color: Black SIZE: 6ft. Tall FACE: 8"LEFT RETURN: 5" RIGHT RETURN: 5" * Made In USA *	2	\$355.00	\$710.00
WP6D-OutsideCorner	Outside-Corner Pad, 1" Top / 1.5" Bottom Nailer. 6ft tall. Color: BlackSize: 6ft. Tall Face: 8" Face x Left/Right Return: 8.5" * Made In USA *	1	\$237.00	\$237.00
WP6D-OutsideCorner	Outside-Corner Pad, 1" Top / 1.5" Bottom Nailer. 6ft tall. Color: Black Size: 6ft. Tall Face: 7.5" x Right Return: 12.5" * Made In USA *	1	\$237.00	\$237.00
WP6D-DbICorner	Double Outside Corner Pad, 1" Top / 1.5" Bottom Nailer. 6ft tall. Color: SIZE: 6ft. Tall FACE: 8"LEFT RETURN: 4.25"RIGHT RETURN: 4.25" * Made In USA *	2	\$355.00	\$710.00
T150GY	1.5" Fuji Tatami Mat 1m x 2m ..GRAY	60	\$165.00	\$9,900.00
FM-MatFrameKit-1.25	1.25in h x 3" wide Oak Mat Frame Kit w beveled edge...x3 pcs, 6' 6" lengths per kit included. (19' 6" per kit) Plugs and Concrete Screws Included. Sanded, unstained/unfinished	4	\$195.00	\$780.00
WP6D-15-BLK-CUSTOMSIZE	Black Custom Wall Pad, 1in Top / 1.5in Bottom Nailer. Color code: 010. CUSTOM SIZE: Height 72 in x Width 13 in	1	\$145.00	\$145.00
WP6D-15-BLK	Black Wall Pad, 6ft h x 2ft w, 1in Top / 1.5 in Bottom Nailer.Color Code: #020 * Made In USA *	23	\$99.00	\$2,277.00
WP6D-15-BLK-CUSTOMSIZE	Black Custom Wall Pad, 1in Top / 1.5in Bottom Nailer. Color code: 010. CUSTOM SIZE: Height 72 in x Width 23.5 in	1	\$145.00	\$145.00
WP6D-OutsideCorner	PONY WALL Outside-Corner Pad, 40.5" tall. Color: Black Size: 2ft. Wide x 40.5" Tall Top Shelf Pad: 4.5"	9	\$237.00	\$2,133.00
WP6D-OutsideCorner	PONY WALL Outside-Corner Pad, 40.5" tall. Color: Black Size: 15" Wide x 40.5" Tall Top Shelf Pad: 4.5"	1	\$237.00	\$237.00
WP6D-15-BLK-CUSTOMSIZE	Black Custom Wall Pad, 1in Top / 1.5in Bottom Nailer. Color code: 010. CUSTOM SIZE: Height 72in x Width 13.5 in	1	\$145.00	\$145.00
WP6D-15-BLK-CUSTOMLOGO	Black Wall Pad - 2ft w x 6ft h x - 1in Top / 1.5 in btm nailer - Custom Logo PrintColor Code: #020 * Made In USA *	2	\$195.00	\$390.00

Shipping Information:

Shipping + Lift Gate Service (lower pallet(s) to ground). Customer to move the delivery inside. LGS

Prices quoted are valid for 15 days

Shipping **\$1,831.00**
Tax **\$0.00**
Discount **(\$1,840.10)**

TAKE YOUR FACILITY TO THE NEXT LEVEL
SUPERIOR CRAFTSMANSHIP. EXCEPTIONAL DURABILITY.

TOTAL **\$18,391.90**

In the summer of 2018 the US Supreme Court upheld that states can mandate that businesses without a physical presence in a **state may be required to collect and submit sales & use taxes**. We maintain our best effort to comply with these developing regulations. We also want to remind our customers that our products may still meet the requirements for Sales & Use tax in their state and encourage them to consult with their accountant or financial advisor regarding any tax liabilities or filing requirements associated with this purchase.

CITY of WYOMING

CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$7,500)

This Contract is made as of the Effective Date between the City and the Supplier.

City means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509.

Effective Date means: 10/4/2025, 2025.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Supplier's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means: Fuji Mats LLC
[Name of supplying entity]
A MA, LLC Partnership
[State and type of entity, e.g., corporation, limited liability company, etc.]
12 Cameron way
[Supplier's street address]
Methuen, MA 01844
[Supplier's city, state & zip]

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Supplier is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations, or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.

City and Supplier have signed this Contract as of the Effective Date.

City of Wyoming

By: _____
John Shay, City Manager

Approved as to form:



Gregory T. Stremers, City Attorney

Supplier: Fuji Mats LLC

By: Jimmy Pedro
[Signature officer, director, or principal of Supplier]
Jimmy Pedro
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: 10/4/2025, 2025

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Supplier attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Supplier and all Supplier's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Qualifications. Supplier represents and promises that:

A. Supplier and Supplier's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Supplier and its principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Supplier nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. Nondiscrimination and Respect. City is committed to fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:

A. Supplier in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

B. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Supplier, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Supplier's ineligibility for future City contracts.

C. Supplier must retain and, upon request, provide City access to and copies of all information and reports required by this provision that a state or federal agency determine are pertinent to ascertain compliance. If information required of Supplier is in the

sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

4. Ethical Standards. To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value, or (ii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Supplier will immediately notify City of any subsequently discovered violation of the standards in this section.

5. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

6. Payment to Supplier.

A. Supplier and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Supplier will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

7. Intellectual Property. Supplier guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Supplier will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

8. Information, Quality, and Related Requirements.

A. Unless otherwise stated in the Proposal, all items shall be new, the best of their respective kind, and free from defects.

B. Supplier shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for the items, and ensure all related warranties are held by or assigned to City.

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

9. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever

indicated and applicable to any purchase, will not be subject to trade or cash discounts.

10. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

11. Assignment/Beneficiaries. None of Supplier's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Supplier's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

12. Independent Contractor. Supplier and Supplier's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Supplier is solely responsible Supplier's personnel's acts, omissions, and statements. Supplier is solely responsible for any compensation and benefits to be provided Supplier's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Supplier or Supplier's personnel.

13. Disputes/Remedies. The following applies to all disputes under this contract:

A. In case of Supplier's default, City may procure the items from other sources and hold Supplier responsible for excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Supplier with an opportunity to appeal the decision to the City Manager.

B. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 13.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

A. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions,

errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Suppliers Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

G. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

H. Reference by office to a City officer includes that City officer's designee(s).

Exhibit B
Proposal

Terms and Conditions:

Effective Date:

Definitions

- ☐ "Buyer" means the person or entity that purchases martial arts products from Fuji Mats (1)
- ☐ "Fuji Mats" means Fuji Mats, LLC (1)
- ☐ "Mats" means the martial arts mats that are sold by Fuji Mats.
- ☐ "Products" means other goods sold by Fuji Mats.
- ☐ "Warranty Period" means the period during which Fuji Mats warrants the Mats against defects in materials and workmanship. (5)
- ☐ "Return Policy" means the terms and conditions under which the Buyer may return the Mats to Fuji Mats for a refund or exchange. (6)
- ☐ "Refund Policy" means the terms and conditions under which Fuji Mats will refund the Buyer for the Mats. (7)
- ☐ "Inspection upon Delivery" means the Buyer's right to inspect the Mats and Other products upon delivery to ensure that they are free from defects. (4)
- ☐ "Shipping" means the process of transporting the Mats from Fuji Mats to the Buyer. (3)
- ☐ "Pricing and Payment Terms" means the terms and conditions under which the Buyer will pay for the Mats and Products. (2)
- ☐ "Intellectual Property" means all intellectual property rights, including copyrights, trademarks, patents, and trade secrets, owned by Fuji Mats or its licensors. (8)

These Sales Order Terms and Conditions (the "Terms") govern the sale of goods and services (the "Products") by [Your Company Name] (the "Seller") to the buyer ("Buyer"). By placing an order with the Seller, the Buyer agrees to be bound by these Terms. Please read these Terms carefully before placing an order. If you do not agree with any of the provisions stated herein, please do not proceed with the order.

1. Sale of Mats

- Fuji Mats agrees to sell the Mats to the Buyer at the price specified in the order.
- All sales orders are subject to acceptance by the Seller. The Seller reserves the right to accept or decline any order in whole or in part for any reason without liability.

- The Buyer agrees to pay the purchase price to Fuji Mats in full upon delivery of the Mats.
- Fuji Mats will deliver the Mats to the Buyer's address as specified in the order, **which must be a location that is clear open space to receive freight – if there is no clear space to receive freight, delivery will return to the sender.**
- The Buyer is responsible for any shipping and handling charges.
- **The buyer is responsible for storing goods safely to maintain the quality condition of goods upon delivery.**

2. Pricing and Payment Terms

- The price of the Mats is specified in the order.
- The Buyer must pre-pay the purchase price in full prior to delivery of the Mats unless otherwise noted on the order.
- Fuji Mats accepts payment by credit card, debit card, or wire transfer.
- Late payments are subject to an interest rate of 10% per month on the outstanding balance until payment is received in full.
- **Add-on fees (aside from curbside delivery) will apply for any cancellation of delivery appointments made by the buyer.**

3. Shipping

- Fuji Mats will use a reputable shipping carrier to deliver the Mats to the Buyer.
- The Buyer is responsible for any shipping and handling charges.
- Fuji Mats will not be liable for any delays or damage caused by the shipping carrier.

4. Inspection Upon Delivery

- **Upon receipt of delivery, the buyer must verify the account, color, texture, and quality/condition of goods.**
- The Buyer has the right to inspect the Mats upon delivery to ensure that they are free from defects.
- If the Buyer finds any defects, they must notify Fuji Mats within 3 days of the date of delivery. **Photos of defects must be shared immediately. Damages must be on the B/L before signing for delivery.**
- If the Buyer does not notify Fuji Mats of any defects within 3 days of the date of delivery, they will be deemed to have accepted the Mats in good condition.
- **Inside delivery not included – if requested, additional charges will be incurred.**

5. Warranty

- Fuji Mats warrants that the Mats will be free from defects in materials and workmanship for a period of **one year** from the date of delivery.
- If any Mats are found to be defective during the Warranty Period, Fuji Mats will repair or replace the defective Mats at no charge to the Buyer.
- This warranty does not apply to damage caused by misuse, abuse, or negligence.

6. Returns

- The Buyer may return the Mats to Fuji Mats for a refund or exchange within 30 days of the date of delivery.
- The Mats must be in resalable condition to be returned.
- The Buyer is responsible for the shipping costs for returning the Mats.
- The Buyer may also return the Mats if they are not satisfied with the Mats for any reason. In this case, the Buyer will be responsible for the shipping costs for returning the Mats, and Fuji Mats will refund the Buyer the purchase price of the Mats minus a restocking fee of 10%.

7. Refund Policy

- Fuji Mats will process refunds within 30 days of receiving the returned Mats.
- Refunds will be made to the same payment method that was used to purchase the Mats.

8. Intellectual Property

- All intellectual property rights in the Mats, including copyrights, trademarks, patents, and trade secrets, are owned by Fuji Mats or its licensors.
- The Buyer agrees not to use or reproduce the Mats in any way that infringes on Fuji Mats's intellectual property rights.

9. Entire Agreement

- These terms and conditions constitute the entire agreement between the parties with respect to the sale of the Mats.
- Any prior or contemporaneous communications, representations, or agreements are superseded by these terms and conditions.

By placing an order, the Buyer acknowledges having read, understood and agreed to these Sales Order Terms and Conditions.

Signed and agreed by:

Buyer's Name (Print)

Buyer's Signature

Date

Seller's Name (Print)

Seller's Signature

Date

[Your Company Name]

[Your Address]

[City, State, Zip Code]

[Phone Number]

[Email Address]

[Website URL]

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR THE PURCHASE OF AN
EQUIPMENT TRAILER AND TO AUTHORIZE TRADE-IN OF AN EXISTING TRAILER

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from USA Trailer Sales for the purchase of a 10-ton equipment trailer in the total amount of \$8,499.00.
2. It is also recommended City Council accept a trade-in allowance for a trailer that no longer meets operational needs in the total amount of \$2,500.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of an equipment trailer.
2. City Council authorizes the trade-in of an existing trailer.
3. City Council authorizes the City Manager to sign the quote.
4. City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 20, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: October 7, 2025
Subject: Trailer Replacement
From: Don Roest, Fleet Services Supervisor
CC: Aaron Vis, Director of Public Works
Meeting Date: October 20, 2025

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of a 10-ton equipment trailer for the Public Works Department and approve the sale of a used trailer as a trade-in, for a total cost of \$5,999.00, as outlined below.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

It is recommended that the City purchase a 2026 Load Trail 10-ton tag trailer from USA Trailer Sales in Wayland, MI, for \$5,999.00 after a \$2,500 trade-in allowance for a trailer that no longer meets operational needs. We anticipate receiving a higher trade-in value for this purpose than if the trailer were sold at auction.

Three quotes were obtained from trailer vendors:

- Grandville Trailer – \$22,469.00
- Holland Trailer – \$14,795.00
- USA Trailer – \$8,499.00 (lowest quote)

The current trailer does not effectively haul the CAT track loader due to its size and weight. The new trailer will safely transport the track loader and all attachments simultaneously, reducing the need for multiple trips to job sites and improving operational efficiency.

BUDGET IMPACT:

Sufficient funds have been budgeted in appropriate Motor Pool accounts.

By Thursday
**USA Trailer Sales
Of Wayland**

3308 12th Street
Wayland,
Michigan 49348
(269) 792-0703

Quote

Invoice # : WAY022002
Sales person : Aron Ramos
Delivery Date : 09/09/2025
Date : 09/09/2025

Name	Phone	Address	City, state, Zip
Buyer: City of Wyoming	(616) 530-7273		
Ship To: City of Wyoming	(616) 530-7273		

Unit Information

VIN: 4ZECH2430T1364581	Stock :WA64581	Price	\$8,799.00
Year : 2026 New	Model :83x24 Tri-Axle 21k w/HD	(Discount)	\$300.00
Make : Load Trail	Ramps	Subtotal	\$5,999.00
	Color :Black		

Trade In Information

VIN: 5FTEE2024D1042567	Stock :	Trade In value	\$2,500.00
Year : 2012	Model :	Payoff Amount	\$0.00
Make : Felling Trailers	Color :	Net Amount	\$2,500.00

Unit Total	Additional Items	F&I Packages	Trade-In	Sales Tax	FET (12%)	Totals
\$5,999.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$5,999.00

TRAILERS WILL BE ORDERED AS SPECIFIED ALL DEPOSITS ARE NON-REFUNDABLE OR TRANSFERABLE ****ALL PRICES INCLUDE CASH/CHECK DISCOUNTS **** CREDIT CARD TRANSACTIONS WILL RECEIVE 3% SERVICE CHARGE If you have any questions concerning this invoice please get in touch with your salesman THANK YOU FOR YOUR BUSINESS!

Buyer Signature

Approved as to form:

Greg Stremers, City Attorney

<https://dashboard.transax.com/unit-sales/print/22002?type=quote>

- Payments Received
Customer Credit

\$0.00
\$0.00

RESOLUTION NO. _____

RESOLUTION TO ENTER INTO A MUNICIPAL WASTEWATER SLUDGE DISPOSAL
SERVICES INTERLOCAL AGREEMENT WITH THE CITY OF GRAND RAPIDS

WHEREAS:

1. As detailed in the attached staff report, it is recommended that the City enter into an agreement with the City of Grand Rapids to provide municipal wastewater sludge disposal services at a rate of \$0.068 per gallon for a period of 6 months, effective September 1, 2025.
2. Funds are available in account number 590-536-54300-921.000.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council approves and authorizes the City Manager and City Clerk to sign the agreement with the City of Grand Rapids for a 6-month period, effective September 1, 2025.
2. City Council approves and authorizes the City Manager to extend the agreement for an additional 6 months if mutually agreeable by the City of Grand Rapids, in accordance with the agreement and budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on: October 20, 2025.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: October 6, 2025

Subject: Municipal Wastewater Sludge Disposal Agreement

From: Jon Burke, WWTP Superintendent

CC: Aaron Vis, Director of Public Works

Meeting Date: October 20, 2025

RECOMMENDATION:

It is recommended that the City of Wyoming enter into the attached agreement with the City of Grand Rapids to dispose of wastewater sludge at a rate of \$0.068 per gallon for a trial period of six months, retroactive to September 1, 2025, and authorize the City Manager to extend the trial period for an additional six month period if mutually agreeable by the City of Grand Rapids.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

The City of Grand Rapids has extra capacity in their digestion system that was constructed several years ago at their Wastewater Treatment Plant (WWTP). Recently, the City of Grand Rapids approached Wyoming WWTP staff with a proposal to utilize this extra capacity and digest Wyoming sludge. Staff from both communities worked together to draft an agreement whereby approximately half of the sludge produced by Wyoming that is normally land applied as biosolids would be pumped through the existing, connecting pipeline to the Grand Rapids WWTP and into their digesters. Grand Rapids would benefit from the gas production produced during digestion, and Wyoming would benefit from overall solids reduction. The proposed per-gallon rate of \$0.068 is approximately 15% less than what Wyoming currently pays for land application. Following digestion, the solids would be processed at the Grand Valley Regional Biosolids (GVRBA) dewatering facility and landfilled with no additional costs to Wyoming.

This agreement is for a 6-month trial period to determine if a long-term partnership utilizing the Grand Rapids digestion system is feasible from both an economical and operational perspective. Approval of an additional 6-month extension is also requested if additional time is needed to prove feasibility.

Donohue and Associates is in the process of completing a feasibility study for the construction of an anaerobic digester, a sludge dryer or both at the Wyoming WWTP. While the final report will not be available for another month, preliminary results indicate that construction of such infrastructure will likely cost between \$57 and \$97 million.

Given this expense, this trial period with the City of Grand Rapids is critical to determining if a long-term partnership is viable. Wyoming should be able to determine if it is more cost-effective to construct digestion and/or drying equipment at its WWTP or partner with Grand Rapids through the GVRBA to construct a joint drying operation.

The per-gallon rate for the duration of this agreement is \$0.068, with a total approximate cost (if the 6-month extension is executed) of \$1,100,000. As mentioned, this agreement results in a slight reduction in costs for Wyoming by shifting expenses that would normally be incurred through land application to digestion and landfill.

BUDGET IMPACT:

Adequate funding is available in the 590-536-54300-921.000 account.

ATTACHMENTS:

Municipal Wastewater Sludge Disposal Agreement

**MUNICIPAL WASTEWATER SLUDGE
DISPOSAL SERVICES INTERLOCAL AGREEMENT**

Effective Date: September 1, 2025

Customer: City of Wyoming, Michigan (Customer), a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509.

Processor: City of Grand Rapids, Michigan (Processor), a Michigan municipal corporation of 300 Monroe Avenue NW, Grand Rapids, MI 49503, for purposes of its Water Resource Recovery Facility (WRRF) located at 1300 Market Ave SW. Customer and Processor shall be referred to herein collectively as Parties.

Product: Wastewater sludge (Product).

Product Quality and Specifications: Per agreed standard in Exhibit A. Processor retains all rights to accept or reject Product upon reasonable notice to Customer.

Price: Price for Product shall be \$0.068 per gallon, payable to the City of Grand Rapids Treasurer. This price shall be subject to renegotiation upon mutual written consent from both parties.

Term & Termination: The Term of this purchase agreement (Agreement) will be six months from the Effective Date with one, six-month renewal option upon mutual written consent and subject to any prior necessary approvals.

Point of Delivery: Customer shall supply, and Processor shall accept Product under the Term of this Agreement solely at the Grand Valley Regional Biosolids Authority (GVRBA) Storage Facility Basement, 1300 Market Ave SW, Grand Rapids, Michigan 49503 (POD).

Title: Title of the Product shall pass to Processor when Product passes through the POD.

Payment Terms: Invoiced monthly; net thirty (30) days from date of invoice. A late fee will be invoiced of 10% per annum, to be computed daily on all unpaid amounts currently due and payable.

Quantity Limitations: Product shall at all times be metered at the POD. Customer guarantees continual efforts to provide minimum weekly pumping of 200,000 gallons of Product in multiple installments over numerous days of the week (municipal primary sludge preferred). In no event during the Term of this Agreement shall Customer supply or is Processor obligated to accept any quantity of Product exceeding the capacity of the intended WRRF digester system, currently 45,000 to 85,000 gallons per day (GPD) average at 3% total solids. Any amount in excess of WRRF digester and storage capacity will be routed directly through the GVRBA solids handling processes.

Operational Communication and Coordination: Processor agrees to make every reasonable effort to accept Product from Customer for treatment through its WRRF anaerobic digestion system. Both Parties acknowledge that unforeseen operational disruptions may occur, limiting Processor's ability to accept Product and Customer's ability to transfer Product from its site to the POD.

To mitigate the impact of such disruptions:

- Processor will establish and maintain a communication platform to provide timely updates to Customer regarding the operational status of the WRRF digester.
- In the event of a disruption from either Party, notification of such disruptions will occur from that Party to the other Party as soon as practicable to allow for Product volume adjustments.
- Both Parties agree to make reasonable efforts to adjust Product volumes during such disruptions.

Fee Structure for Diversion to GVRBA: In the event that Product must be diverted to GVRBA due to Processor's inability to accept it:

- Customer shall be responsible for any side stream loading fees incurred by GVRBA.
- Processor shall not be held liable for these fees, provided that timely communication of the disruption was made in accordance with this Agreement.
- Both parties agree that the intent of this Agreement is to minimize such occurrences and to work collaboratively to avoid undue financial burden on either Party.

Good Faith Commitment: This Agreement reflects a good faith commitment by both Parties to cooperate, communicate, and act in a manner that supports mutual operational efficiency and cost-effectiveness. While this Agreement outlines formal expectations, both parties acknowledge the importance of flexibility and professional courtesy in managing unforeseen circumstances.

Invoice To: City of Wyoming
Accounts Payable
2350 Ivanrest Ave SW
Grandville, MI 49418

Assignment: Neither Processor nor Customer shall assign any rights under this Agreement without prior mutual written approval. No assignment in violation of this Agreement shall bind either of the Parties.

Notices: All notices related to this Agreement shall be provided in writing, email being the preferred method, to:

James Ouzts
City of Grand Rapids
Environmental Services Manager
1300 Market Ave SW

Aaron Vis
City of Wyoming
Director of Public Works
2350 Ivanrest Ave SW

Grand Rapids, MI 49503
jouzts@grcity.us

Grandville, MI 49418
aaron.vis@wyomingmi.gov

Entire Agreement; Amendment or Modification. This Agreement constitutes the entire agreement between the Parties regarding the matters addressed herein. This agreement cannot be amended, altered, or modified except by mutual written agreement of the Parties.

Rights, Remedies and Severability. Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of this Agreement, or in exercising any rights or remedies under this Agreement, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. The rights and remedies set forth in this Agreement are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity. If any provision of this Agreement is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

Warranties. In addition to any standard warranty or guaranty of Customer, Customer further expressly warrants that all Product delivered to Processor conforms to all terms of this Agreement and further expressly warrants that all Product furnished under this Agreement: (i) shall be free from defects in materials and workmanship; (ii) is of merchantable quality and is fit and safe for the purpose for which purchased or apparently intended by Processor; (iii) has been delivered and furnished in compliance with all applicable federal, state and local laws, including, but in no way limited to, the Consumer Products Safety Act, the Fair Labor Standards Act, the Federal Food, Drug & Cosmetic Act and the National Traffic and Motor Vehicle Safety Act of 1966; (iv) are being conveyed by Customer's good and rightful title, and will be delivered free from any security interest or other lien or encumbrance of any third person or any rightful claim of any third person; and (v) do not infringe on any United States or foreign trademark, patent or other intellectual property rights of any third person. These warranties shall run to Processor and its successors and assigns.

Indemnity. Processor and Customer agree to defend, indemnify and hold the other Party harmless from any and all losses, damages, fines, liabilities, expenses, actions, suits, proceedings and claims, including but not limited to those for personal injury or death, and loss or damage to tangible business or other property, to the extent that any such injury, death, loss or damage is caused by Processor or Customer's breach of the provisions of this Agreement or the acts or omissions or those of its employees or agents. Nothing herein shall constitute a waiver of Processor or Customer's governmental immunity.

Insurance. Per agreed standard in Exhibit B.

Confidentiality. All information in this Agreement and the subsequent agreements is subject to the provisions of the Michigan Freedom of Information Act (Public Act 442 of 1976, as amended, MCL 15.231 et seq. or latest revision thereof).

Independent Contractor: The Parties shall perform all work and services described herein as independent contractors and not as an officer, agent, servant or employee of the other party. Nothing herein shall be construed as creating a partnership or joint venture between the Customer and Processor. No person performing any of the work or services described hereunder on behalf of one party shall be considered an officer, agent, servant or employee of the other party, nor shall any such person be entitled to any benefits available or granted to employees of the other party.

The Parties hereby demonstrate their acceptance of this Agreement by the following signatures:

CITY OF GRAND RAPIDS, a
Michigan municipal corporation,

CITY OF WYOMING, a
Michigan municipal corporation,

By: _____
David LaGrand, Mayor

By: _____
John Shay, City Manager

Attest: _____
Joel Hondorp, City Clerk

Attest: _____
Kelli VandenBerg, City Clerk

Approved as to form:



Greg Stremers, City Attorney

EXHIBIT A

Product Quality and Specifications

All wastewater sludge (Product) accepted by Processor under this Agreement:

1. Shall not cause an exceedance or violations of Processor's National Pollutant Discharge Elimination System (NPDES) permit and shall meet any current or future NPDES permit limits.
2. Shall not impede or hinder the reclamation, recycle, or disposal of biosolids.
3. Shall meet any current or future PFAS limits that are promulgated.

If PFAS treatment is required to be installed for the Grand Valley Regional Biosolids Authority recycle stream to the GRWRRF to meet NPDES PFAS permit limits, Processor reserves the right to charge Customer a portion of the cost of installation of such treatment or a monthly fee for the operation and maintenance cost of such treatment system proportional to Customer's flow to the system. In such a scenario, the Parties agree to negotiate in good faith and document the terms governing this scenario in a written and properly executed amendment to this Agreement.

EXHIBIT B

Insurance

Insurance shall include all coverages acquired, as well as declarations for all items on a certificate of insurance.

1. Commercial Liability – Minimums shall be \$1 million per occurrence and \$2 million general aggregate.
2. Auto Liability.
3. Workers' Compensation – City of Wyoming Employees. City of Grand Rapids shall be listed as additional insured.
4. Certificate of Liability insurance shall be provided to the City of Grand Rapids with COGR listed as certificate holder.

ORDINANCE NO. 12-25

ORDINANCE REQUEST TO AMEND ZONING CODE SECTIONS 90-402A "SPECIAL PERMITTED USES AFTER SPECIAL APPROVAL", 90-407A "SPECIAL PERMITTED USES AFTER SPECIAL APPROVAL", 90-438A "SPECIAL PERMITTED USES AFTER SPECIAL APPROVAL", 90-407B "PRINCIPAL PERMITTED USES", 90-408B "PERMITTED USES AFTER SPECIAL APPROVAL", 90-412B "PRINCIPAL PERMITTED USES", 90-413B "SPECIAL USES", 90-424B "PERMITTED USES", 90-412C "SPECIAL USES", 90-1309 "BUILDING HEIGHT TRANSITION AREA", 90-2100 "APPLICABILITY".

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4, Section 90-402A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-402A. - Permitted uses after special approval.

The following uses shall be permitted subject to the approval of the planning commission:

- (1) Private parks, country clubs, golf courses and golf driving ranges adjoining a golf course or country club.
- (2) Telephone exchange buildings, electric transformer stations and substations and gas regulator stations.
- (3) Nursery schools, day nurseries and child care facilities for the care of seven or more people.
- (4) Cemeteries.
- (5) Mineral extraction, borrow pit and topsoil removal.
- (6) Commercial greenhouses.
- (7) Adult education facilities not operated for profit.
- (8) Agricultural uses.
- (9) Public, parochial, or private elementary, intermediate or high schools.
- (10) Community centers.

Section 2. That Chapter 90, Article 4, Section 90-407A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-407A. - Permitted uses after special approval.

The following uses shall be permitted subject to the approval of the planning commission:

- (1) Private parks, country clubs, golf courses and golf driving ranges adjoining a golf course or country club.
- (2) Telephone exchange buildings, electric transformer stations and substations and gas regulator stations.
- (3) Nursery schools, day nurseries and child care facilities for the care of seven or more people.
- (4) Cemeteries.
- (5) Mineral extraction, borrow pit and topsoil removal.
- (6) Commercial greenhouses.
- (7) Adult education facilities not operated for profit.
- (8) Agricultural uses.
- (9) Public, parochial, or private elementary, intermediate or high schools.
- (10) Community centers.

Section 3. That Chapter 90, Article 4, Section 90-438A of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-438A. - Permitted uses after special approval.

The following uses shall be permitted subject to the approval of the planning commission:

- (1) Private parks, country clubs, golf courses and golf driving ranges adjoining a golf course or country

- club.
- (2) Telephone exchange buildings, electric transformer stations and substations and gas regulator stations.
- (3) Nursery schools, day nurseries and child care facilities for the care of seven or more people.
- (4) Cemeteries.
- (5) Mineral extraction, borrow pit and topsoil removal.
- (6) Commercial greenhouses.
- (7) Adult education facilities not operated for profit.
- (8) Agricultural uses.
- (9) Public, parochial, or private elementary, intermediate or high schools.
- (10) Community centers.

Section 4. That Chapter 90, Article 4, Section 90-407B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-407B. - Principal permitted uses.

- (1) All **principal permitted uses** in the B-1 business district.
- (2) Retail businesses whose principal activity is the sale of new merchandise within a completely enclosed building. Up to 15 percent of the sales area may be used for the sale of used merchandise.
- (3) Business service establishments, such as office machine, printing and copying.
- (4) Any service establishment of an office, showroom or workshop nature, such as a decorator, upholsterer, caterer, exterminator, building contractor and similar establishments that require outlet, except that no outdoor storage yards shall be permitted.
- (5) Physical culture facilities, such as gymnasiums and reducing salons.
- (6) Automobile, truck, motorcycle, trailer, recreation vehicle or boat showrooms, excluding outdoor storage or display of sales product.
- (7) Business schools or private schools operated for a profit.
- (8) Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations.
- (9) Hotels and motels.
- (10) Printing and publishing.
- (11) Bus passenger station.
- (12) Funeral homes or mortuaries.
- (13) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens and other similar uses.
- (14) Commercial greenhouses of less than 1,000 square feet in floor area.
- (15) Business recreation uses as follows:
 - (a) Indoor theater.
 - (b) Bowling alley.
 - (c) Skating rink.
- (16) Accessory buildings and uses customarily included incidental to the above uses.
- (17) Off-street parking.
- (18) Reserved.
- (19) Reserved.
- (20) Nursery schools, day nurseries and child care facilities for the care of seven or more people.
- (21) Reserved.
- (22) Athletic training facility.

Section 5. That Chapter 90, Article 4, Section 90-408B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-408B. - Permitted uses after special approval.

The following uses may be permitted in the B-2 business district, subject to the approval of the planning commission:

- (1) All permitted uses after special approval in the B-1 business district.
- (2) Amusement machine parlors.

- (3) Automobile car wash establishments.
- (4) Drive through restaurants.
- (5) Automobile gasoline and automobile service stations.
- (6) Wholesale stores, storage facilities, warehouses, distributing plants, freezers and lockers. Not permitted in the downtown development authority area.
- (1) Open air business uses. Not permitted in the downtown development authority area, with the exception of outdoor dining with table service.
- (2) New or used motor vehicles, except those trucks exceeding 5,500 pounds in vehicle weight, or recreation vehicles, including boats, snowmobiles, travel trailers, campers, motor homes, tents and accessory equipment sales or rental, wherein motor vehicles or recreation vehicles are stored or displayed outside.
- (3) New or used mobile homes, excavation equipment, machinery or farm implement sales. Not permitted in the downtown development authority area.
- (4) Commercial greenhouses exceeding 1,000 square feet of floor area. Not permitted in the downtown development authority area.
- (11) College or university.
- (12) Radio or television tower.
- (13) Uses similar to the principal permitted uses of section 90-407B and not listed elsewhere in this chapter as a principal permitted use or **permitted use after special approval**.
- (14) Boardinghouses. Not permitted in the downtown development authority area.
- (15) Cocktail lounges, nightclubs, **dancehalls**, and bars.
- (16) Adult businesses as defined in Article I, Section 14-2 of this Code. Not permitted in the downtown development authority area.
- (17) Billiard rooms and pool halls. Not permitted in the downtown development authority area.
- (18) Sales of used merchandise, pawnshop or secondhand dealers, and rental of new or used merchandise excluding motor vehicles.
- (19) Multiple family.
- (20) Places of Worship.
- (21) Community centers.
- (22) Outdoor cookers (when accessory to a brick-and-mortar restaurant) (see Sec. 90-332).
- (23) Transitional housing for more than ten individuals.
- (24) Permanent supportive housing for more than ten individuals.
- (25) Emergency shelter within 0.25 mile of a dedicated transit stop, medical clinic, or hospital.
- (26) Event Center.

Section 6. That Chapter 90, Article 4, Section 90-412B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-412B. - Principal permitted uses.

In the B-3 business district the following uses are permitted:

- (1) **All principal permitted uses** in the B-1 **business** district.
- (2) Department, variety and general merchandise stores.

Section 7. That Chapter 90, Article 4, Section 90-413B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-413B. - Permitted uses after special approval.

The following uses shall be permitted in the B-3 business district, subject to the approval of the planning commission:

- (1) All principal permitted uses allowed in the B-2 **business** district.
- (2) Radio, television, microwave or wireless communication towers.
- (3) Community centers.
- (4) Secondhand dealers.
- (5) Drive through restaurants.

- (6) Outdoor cookers (when accessory to a brick-and-mortar restaurant) (see Sec. 90-332).
- (7) Transitional housing for more than ten individuals.
- (8) Permanent supportive housing for more than ten individuals.

Section 8. That Chapter 90, Article 4, Section 90-424B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-424B. - Principal permitted uses.

The following uses shall be permitted in the B-3 business district, subject to the approval of the planning commission:

- (1) The wholesaling, or warehousing of any item except for the sale or leasing of motor vehicles.
- (2) Industrial establishments as follows:
 - (a) The assembly, fabrication, manufacture, packaging or treatment of such products as food products (excluding butchering and animal slaughtering), candy, beverage alcohol production (without accessory dining), drugs, cosmetics and toiletries, musical instruments, optical goods, toys, novelties, electrical instruments and appliances, radios and phonographs; pottery and figurines or other ceramic products using only previously pulverized clay.
 - (b) The assembly, fabrication, manufacture or treatment of such products from the following previously prepared materials: Bone, canvas, cellophane, cloth, cork, felt, fibre, glass, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal (excluding large stampings such as automobile fenders or bodies), shell, textiles, wax, wire, wood (excluding saw and planing mills) and yarns.
 - (c) Tool and die shops; metal-working machine shops involving the use of grinding or cutting tools, manufacturing of tools, dies, jigs and fixtures; publishing, printing or forming of box, carton and cardboard products.
 - (d) Laboratories, research or testing.
 - (e) Central dry cleaning plants and laundries.
- (3) Public utility buildings, telephone exchange buildings and electric transformers.
- (4) Accessory buildings and uses customarily incidental to the above uses.
- (5) Off-street parking.
- (6) Office type uses.
- (7) Billboards, when abutting a freeway or major thoroughfare.
- (8) Municipal buildings and uses.
- (9) Building and construction contractors with no outside storage.
- (10) Distribution Centers

Section 9. That Chapter 90, Article 4, Section 90-412C of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-412C. - Permitted uses after special approval.

The following uses shall be permitted in the PUD-3 planned health care district, subject to the approval of the planning commission:

- (1) Psychiatric or substance abuse centers.
- (2) Accessory incinerators used only for waste generated on the site and which meet all local, state and federal regulations.
- (3) Helipads and heliports accessory to a hospital.
- (4) Multiple family housing. Development provisions for the R-4 low density multiple family residential district shall apply.
- (5) Hotels and motels.

- (6) Retail and wholesale sales, distribution, storage, repair and service of medical equipment; storage of medical, dental and surgical supplies.
- (7) Radio, microwave or wireless communication towers accessory to a hospital.
- (8) Secondhand dealers.
- (9) Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards, pens or similar use.
- (10) Funeral homes or mortuaries.
- (11) Gasoline/convenience store associated with a supermarket.
- (12) Drive through restaurants.

Section 10. That Chapter 90, Article 11, Section 90-1309 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-1309. – Building height transition area.

There shall be a building height transition area (Refer to Map 90-1309) for lots located within the corridor urban (CU) and corridor general (CG) context areas abutting existing R-2 residential zoning districts and when abutting the corridor **neighborhood** (CN) context area. Within the building height transition area, buildings shall be limited to two stories. The building height transition area shall be 140 feet in depth.

Section 11. That Chapter 90, Article 11, Section 90-2100 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-2100 – Applicability.

The following terms are defined for the purpose of the City of Wyoming Form Based Code. In instances where terms are not defined here, they may be defined elsewhere in the existing municipal zoning ordinances. In such cases the definitions contained within the existing zoning ordinances shall be used for the administration of the City of Wyoming Form Based Code. In instances where terms are defined in both the existing ordinances and here, the definitions here shall prevail for the administration of the City of Wyoming Form Based Code.

Sec. 90-2101. - DEFINITIONS "A".

Active use: A use at the street level of a building that allows physical and visual activity to occur between the inside of the building and the sidewalk area. A group of buildings with active street level uses will generate pedestrian activity on the sidewalk and vehicular activity in the thoroughfare. Typical active uses include retail and restaurants at the street level.

Adjacent grade: The exterior grade immediately adjacent to the building or structure from which measurements shall be taken.

Alley: Refer to "rear alley."

Apartment building type: A lot located and designed to accommodate a multi-story building with multiple dwelling units above and beside each other.

Architectural elements: Elements of a building that may project from the façade into the required setbacks, beyond the build-to-zones or into the public right-of-way as indicated in division 3, encroachments. These include balconies, awnings, canopies, eaves, cornices, bays, and projecting signs.

At-grade entry: An entry door that has a zero-step entrance.

At-grade frontage: The at-grade is a frontage type placed along the Principal Frontage line in a build-to-zone. It provides an at grade (zero step) entry into residentially scaled buildings and may be associated with lobby buildings (such as apartments).

Attic: An interior space of a building that has only a single floor of habitable space and that occurs within the pitched roof structure, whether conditioned or not. Attic space is typically not among the number of stories regulated by context area or building type, unless otherwise noted.

Awning: A retractable or fixed shelter projecting from and supported by the exterior wall of a building and constructed of non-rigid materials on a supporting framework.

Awning sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into an awning.

Sec. 90-2102. - DEFINITIONS "B".

Balcony: An open outdoor portion of an upper floor.

Balcony private frontage: The balcony is a frontage type placed along the principal frontage line. It is typically associated with mixed use buildings. The frontage combines an upper balcony that is recessed into the building mass with a storefront at the first story. The storefront portion of this frontage shall be designed in a way that promotes an attractive, convenient shopping experience.

Basement: An interior space of a building that has more than one-half of its height below grade.

Bay or bay window: An interior portion of an upper floor extending beyond the building's exterior wall plane that is not supported from below by vertical columns or piers.

Building façade: The exterior walls of a building that face either a principal or secondary frontage line.

Building footprint: The shape and placement of the ground floor of a structure on the parcel.

Building footprint, condominium site: The area of the condominium site within which the main building or structure may be constructed as described in the master deed for the site condominium project.

Building height: Refer to "height, building."

Building to line: A measurement that defines the edge in which the building walls that face frontage lines are required to be built to. When a build-to-line is indicated on a building type, it is a requirement and not a permissive minimum as is a set back line.

Build to zone: A measurement that defines the range (or zone) in which building walls that face frontage lines are required to be located within. When a build-to-zone is indicated on a building type, it is a requirement that the building walls are constructed within this range.

Building type: Building types describe the various forms of buildings that are allowable in the City of Wyoming Form Based Code. Each building type has its own specific massing, composition, site placement (disposition), and vertical dimension that create its unique attributes. Building types are regulated in division 6 and are allowable within various context areas.

Building composition: The essential architectural characteristics that define a specific building type.

Sec. 90-2103. - DEFINITIONS "C".

Canopy: A fixed shelter projecting from and supported by the exterior wall of a building and constructed of metal or other rigid materials.

Canopy sign: A sign that typically includes letters, logos, symbols and/ or designs that is integrated into a canopy.

Civic building: Civic buildings contain uses of special public importance. Civic buildings include, but are not limited to municipal buildings, churches, libraries, and schools, and do not contain retail, residential or private office uses. Civic buildings are not required to meet the building type standards or the private frontage standards of the City of Wyoming Form Based Code. Civic buildings are typically sited in locations of prominence, such as corners of major intersections, terminating a street vista or overlooking or within a civic space. The design of these building types is encouraged to allow greater flexibility and distinctive architectural expression so that they can become landmarks.

Civic space: An outdoor area dedicated to public use that is strategically placed to facilitate use by the surrounding community.

Clear glass: Refer to "glass, clear."

Context area: Administratively similar to zoning districts in conventional codes, except that they integrate form-based elements, including building type, public realm standards, and thoroughfare type into the regulation.

Convention Center: a building for public assembly that is attached to, or in the same building as, a hotel. Examples include auditoriums, conference facilities, exhibition halls, lecture halls, performing arts venues, and other similar uses, as determined by the City Planner.

Cornice expression line: An architectural feature on buildings that acts as an upper termination or capital for the overall composition of the building.

Sec. 90-2104. - DEFINITIONS "D".

Dedicated transit stop: a fixed location where passengers may access public transportation as designated by permanent signage attached to a post in the public right of way or attached to a bus shelter.

Departure: A minor, major, or public infrastructure modification to selected Form Based Code requirements, refer to division 2, Tables 90-1203a, 90-1203b, and 90-1203c.

Drive-through frontage: The drive-through is a frontage that is identical to the storefront frontage type, however it includes an automobile drive-through at the rear or non-frontage side yards. The drive-through may include a covered structure at the service window location. The frontage is typically associated with retail and mixed use buildings and includes a storefront that is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Drive-through zone: The area (or zone) in which a drive-through is permitted to be placed on a site. Drive-through zones are part of requirements of the drive-through private frontage.

Sec. 90-2105. - DEFINITIONS "E".

Eave: The projecting overhang along the sloped edge of a pitched roof.

Event Center: A building or portion of a building no greater than 6,000 square feet with one or more rentable separate event rooms or areas which is principally used for the holding of private events or gatherings which are not open to the general public. Examples include wedding venues, reception halls, catering halls, club halls, or other similar uses, as determined by the City Planner. This definition excludes places of religious worship/gathering and convention centers.

Sec. 90-2106. - DEFINITIONS "F".

Façade: Refer to "building façade."

Fascia: Horizontal board that terminates an eave edge of a sloped or pitched roof.

Finish ceiling: The ceiling surface, usually installed over building structure or hung from the structure, which provides the completed ceiling surface.

Finish floor: The floor, usually laid over a subfloor, which provides the completed floor surface.

Form based code area: The area on the City of Wyoming Zoning Map (located in chapter 90 of the City Zoning Ordinance) that is designated as Form Based Code Districts. Parcels located in the Form Based Code Area are regulated by the Wyoming Form Based Code.

Frontage: The length of any side of a building which fronts on either a principal frontage line or a secondary frontage line.

Frontage line, principal: The property lines of a parcel that are public right-of-way lines along the street of address for the parcel or building.

Frontage line, secondary: The property lines of a parcel that are either a public right-of-way line or directly adjacent to a public right-of-way that are not along the street of address for the parcel or building.

Furnishing zone: The area of the right-of-way that contains planting strips, tree wells, planters, street lighting, sidewalk furniture, seating sidewalk signs, and other amenities.

Sec. 90-2107. - DEFINITIONS "G".

Glass, clear: Glass having a Visual Light Transmittance (VLT) of 70 percent minimum. Heavily tinted or reflective glass shall not be considered clear.

Good neighbor plan: A written implementation program that identifies and proposes measures to reduce potential negative impacts on nearby residents and businesses. The coordination and collaboration of owners or operators with interested parties both before and after the development process allows for a proactive approach to create a positive working relationship between the community and the applicant by requiring the formulation of a written implementation program. A good neighbor plan must include:

- (1) Documentation of communications with neighboring businesses and residents;
- (2) Policies for addressing neighborhood concerns;
- (3) List of rights and responsibilities for residents, when applicable;
- (4) Policy for loitering;
- (5) Policy for litter;
- (6) Policy for crime prevention and awareness;
- (7) Policy for landscape maintenance, when applicable;
- (8) Description of supportive services;
- (9) Description of services provided for children, when applicable, when applicable; and
- (10) List of partners providing supportive services, when applicable.

Greenbelt: A 25-foot deep landscaped area that is required at frontages along 28th Street. Refer to division 3.

Ground cover: Grass, vegetative cover, or other living landscape.

Ground sign: A free-standing sign mounted directly on the ground, on a base or supported by short poles. Not attached directly to a building or wall.

Sec. 90-2108. - DEFINITIONS "H".

Height, building: The number of stories allowed by either the building type and/or the context area, with actual measurement of individual stories determined according to specific building types in division 6.

Horizontal expression band: An architectural element on buildings that acts as a horizontal upper termination for the Storefront Private Frontage. Horizontal Expression Lines extend the entire width of the building facade above a storefront and may contain signs. Synonymous with sign band.

Sec. 90-2109. - DEFINITIONS "I".

Impervious surface: Any hard surfaced, man-made area that does not readily absorb or retain water including but not limited to building roofs, parking and driveway areas, sidewalks and streets.

Sec. 90-2110. - DEFINITIONS "J".

No definitions for this section.

Sec. 90-2111. - DEFINITIONS "K".

No definitions for this section.

Sec. 90-2112. - DEFINITIONS "L".

Lightwell: A component of the lightwell private frontage that is recessed below the adjacent grade in order to provide a landing and access to the basement from the sidewalk. Typically used in association with a terrace. Refer to terrace definition.

Lightwell private frontage: The lightwell is a frontage type placed along the Principal Frontage line in a build-to-zone. It has separate stairs that connect a lower level entrance (lightwell) and an upper level entrance (terrace) to the public sidewalk. This allows direct access to the first story and a partially exposed basement. Commonly used on attached buildings, this frontage may also provide outdoor seating opportunities at both the terrace and lightwell locations.

Liner building: A specialized building that is designed to conceal a parking structure or parking lot. The liner building may be an independent building or may be physically attached to a parking structure so that parking may be accessed directly from floor to floor between the building and structure.

Live/work building type: A lot located and designed to accommodate an attached or detached building with integrated residence and commercial space utilized by a single-family household. The ground floor is designed to accommodate commercial uses with a single residence in the upper stories, although ground floor may also accommodate residential uses.

Lot coverage: The percentage of the lot that is taken up by buildings.

Sec. 90-2113. - DEFINITIONS "M".

Mandatory: Refer to required.

Massing: The scale and proportions of a building or object.

Medical office: A facility or agency or a part of a facility or agency that is licensed or authorized under parts 201 to 217 of the public health code, 1978 PA 368, MCL 333.20101 to 333.21799e.

Mixed use building type: A lot located and designed to accommodate a multi-story building with multiple dwelling units in the upper story and various commercial uses permitted within any story.

Sec. 90-2114. - DEFINITIONS "N".

New development: Development occurring on a vacant parcel of land.

Nonconforming sign:

- (1) A sign that is prohibited under the terms of this article, but was erected lawfully and was in use on the date of enactment of this article, or amendment thereto; or
- (2) A sign that does not conform to the requirements of this article, but for which a variance has been granted.

Non-frontage line: The property lines of a parcel that are not a right-of-way line or directly adjacent to a public right-of-way.

Sec. 90-2115. - DEFINITIONS "O".

Optional: A feature or element that is not required, but may be provided on the project at the applicant's discretion.

Outdoor seating: Patio, terrace, walkway, sidewalk, lawn or garden or any other place (which is not enclosed) where seating is permitted, usually in association with a restaurant, bar or other related commercial uses.

Sec. 90-2116. - DEFINITIONS "P".

Parapet: A part of the facade that extends above the roof, typically located on flat roof buildings.

Parkway: The landscaped area between the sidewalk and the curb in a thoroughfare assembly. Located within the furnishing zone of the Thoroughfare Type. Synonymous with Planting Strip.

Pedestrian travel zone: The sidewalk area for pedestrian travel. Typically sized for two directions of pedestrian travel.

Pilaster: A decorative or structural column that is attached to the façade of a building. Pilasters may be round, in which case they are detailed exactly like a free-standing column. Square or rectangular pilasters may be detailed in a simpler manner and sometimes are a wall projection (common in masonry buildings).

Porch: A slightly elevated partially enclosed area attached to a building and covered with a roof.

Porch private frontage: The porch is a frontage type placed along the

Principal frontage line(s) within a build-to-zone: porches are open-air structures that are attached to the principal building, forming a covered entrance. porch dimensions need to be such that sufficient space for furniture is provided, allowing comfortable use of the space.

Principal entrance: The main entry to a building, located along the

Principal frontage line.

Principal frontage: Refer to "frontage, principal."

Private frontage type: The privately owned area between the frontage line and the building façade. Private frontage types are applied to building types to ensure that the building adequately engages the street frontage and public realm. Private frontages are regulated in division 6 and are assigned to building types in division 7.

Projecting sign: A double-faced sign that is attached to the face of a building and projects from the wall of the building at a 90 degree angle.

Public infrastructure: Facilities owned and operated by a unit of federal, state, or local government.

Public realm: The area between the façade of a building and the corresponding façade of the building across the street.

Sec. 90-2117. - DEFINITIONS "Q".

No definitions for this section.

Sec. 90-2118. - DEFINITIONS "R".

Rake board: The trim board along the sloping edge of a gable roof.

Rear alley: A dedicated right-of-way or easement providing access for service and parking at the rear of a parcel. Not intended for general traffic circulation.

Retail building type: A lot located and designed to accommodate a single-story building with various commercial uses permitted at the ground floor level. Building site placement has a variable build-to-zone at the Principal Frontage Line.

Required: An element or feature that is required to be provided on the project. Synonymous with mandatory.

Right-of-way (ROW): An area owned or maintained by a local, county, state or federal entity, a public utility, a railroad or a private concern for the placement of utilities or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities or railroads.

Right-of-way line: A line that forms the boundary of the right-of-way.

Rowhouse building type: A lot located and designed to accommodate a principal building with common walls on both side lot lines and a private yard to the rear.

Sec. 90-2119. - DEFINITIONS "S".

Scale: Refers to the size of the building, street fixture, sign or other built or constructed element.

Shopfront private frontage: The shopfront is a frontage type placed along the principal frontage line in a build-to-zone. It is typically associated with retail uses at the first story in context areas that have a less intense (more residentially scaled) retail environment. The shopfront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts may be elevated above the adjacent grade.

Secondary frontage: Refer to "frontage, secondary."

Security and Crowd Management Plan: A written implementation program that identifies and proposes measures to maintain safety and security for large assemblies of people in buildings, such as event centers, convention centers, bars, nightclubs, and other similar uses. This plan benefits the patrons within the building while also minimizing potential negative impacts on nearby residents and businesses.

Setback: The minimum horizontal distance required by this Form Based Code, measured from the front, side or rear lot line as applicable, to govern the location of buildings, structures or uses on the lot.

Sidewalk sign: A temporary and portable sign that is not permanently affixed to a structure or ground and is placed on the sidewalk in front of a business during normal business hours. Synonymous with sandwich board sign.

Sign band: An architectural element on buildings that acts as a horizontal upper termination for the storefront private frontage. Sign bands extend the entire width of the building facade above a storefront and may contain signs. Synonymous with horizontal expression band.

Sign band sign: A sign that is painted on, incorporated in, or attached directly to the sign band or horizontal expression band above a storefront window or transom.

Single-family house building type: A lot located and designed to accommodate a single-family detached building with front, rear and side yards.

Site disposition: The placement or location of a building footprint on a lot or parcel. Synonymous with site placement.

Stoop: A slightly elevated unenclosed area attached to a building and corresponding to a door. A stoop is always covered with a roof.

Stoop private frontage: The stoop is a frontage type typically placed along the principal frontage line, although it may also be placed in the side yard. A stoop is a small staircase leading to the entrance of a building that has a roof at the entrance. The elevation of the stoop is required to achieve privacy for residential uses on the first story.

Storefront private frontage: The storefront is a frontage type placed along the principal (and sometimes secondary) frontage line(s). It is typically associated with retail and mixed use buildings. The storefront is designed in a way that promotes an attractive, convenient shopping experience. Storefronts are at grade with the sidewalk and are sometimes shaded by awnings.

Storefront base: The knee wall located at the sidewalk that the storefront window sits on. Sometimes referred to as a bulkhead wall.

Story: The distance between any two adjacent floors or floor lines, measured as the distance between the finished floor and related finished ceiling in feet and inches. Actual story heights are regulated by building type in Division 6. Number of stories are regulated by building type and Context Area.

Supportive housing program:

- (1) Emergency shelter: Any facility whose primary purpose is to provide temporary shelter for the homeless in general or for specific populations of the homeless.
- (2) Permanent supportive housing: Long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live independently as possible in a permanent setting. Permanent housing can be provided in one structure or in several structures at one site or in multiple structures at scattered sites.
- (3) Transitional housing program: A project, including dwelling units but not group quarters, with the purpose of facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (e.g. 24 months).

Sec. 90-2120. - DEFINITIONS "T".

Terrace: A component of the lightwell and shopfront private frontage that is an area elevated from the adjacent grade in order to provide access and a landing to an elevated first floor. Terraces may be covered with a roof or uncovered. On lightwell private frontages the terrace creates residential privacy at the first floor and allows light to enter a basement level (making that level more attractive to a variety of uses). Refer to lightwell definition.

Thoroughfare type: Thoroughfare Types describe the space within the public realm, between the right-of-way lines. They include the sidewalk, parkway, furnishing zones, curbs, parking lanes and travel lanes of streets, roads, and alleys.

Transom: A small horizontal window located above the storefront and entry door to allow light or air into the retail building.

Transparency: The ability to see through with clarity. An opening in a building wall allowing light and views between interior and exterior through the use of clear glass. Only clear or lightly tinted glass in windows, doors and display windows is considered clear. Heavily tinted glass or reflective glass shall not be considered clear. Interior display shelves and merchandise are not allowed to obstruct views into or out of any windows, doors or display areas that are considered part of the transparency calculation. Windows, doors and display areas provide clear views into and out of the building. Transparency is integral to the relationship of buildings and the street because of the permeable edge and dialogue that it creates between the interior and exterior of buildings. Refer to "glass, clear."

Two-family house building type: A lot located and designed to accommodate a two-family building with front, rear and side yards.

Sec. 90-2121. - DEFINITIONS "U".

Utility easement: A private easement given to a public utility as per Michigan's Land Division Act.

Sec. 90-2122. - DEFINITIONS "V".

Vertically proportioned: Typically referring to the orientation of building windows, where the height of the window is taller than the width of the window.

Sec. 90-2123. - DEFINITIONS "W".

Wall sign: A sign that is painted on, incorporated in or attached directly to a building wall, with the exposed face of the sign in place parallel to the building wall.

Window sign: Any sign, picture, symbol or combination thereof, designed to communicate information about activity, business, commodity, event, sale or service that is placed on the interior of a window and which is intended to be seen by the public from the outside.

Sec. 90-2124. - DEFINITIONS "X".

No definitions for this section.

Sec. 90-2125. - DEFINITIONS "Y".

Yard: The space on a lot which is unoccupied by buildings and unobstructed from the ground to the sky.

Sec. 90-2126. - DEFINITIONS "Z".

Zero lot line retail building type: A lot located and designed to accommodate a single-story building with various commercial uses permitted at the ground floor level. Building site placement is required to have no setback at the principal frontage line.

Section 12. That, if codified by MuniCode, MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Section 13. That this ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on

Kelli A. VandenBerg
Wyoming City Clerk

CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

September 8, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-402A "Special permitted uses after special approval", 90-407A "Special permitted uses after special approval", 90-438A "Special permitted uses after special approval", 90-407B "Principal Permitted Uses", 90-408B "Permitted uses after special approval", 90-412B "Principal Permitted Uses", 90-413B "Special Uses", 90-424B "Permitted Uses", 90-412C "Special Uses", 90-1309 "Building height transition area", 90-2100 "Applicability".

Recommendation: To approve the subject Zoning Ordinance amendments.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on August 19th, 2025. At the meeting, a motion was made by Gilreath-Watts, supported by Lamer, to recommend that City Council approve the proposed text amendments. The motion to approve passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

From time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. The amendments recommended in the following list are clerical in nature, seeking to update definitions, clarify use types, and remove clerical errors, antiquated terms, and dead links.

- *Principal Permitted Use and Permitted Use after Special Approval Uniformity. (Sections 90-402A, 90-407A, 90-438A, 90-413B, 90-424B, & 90-412C)*

These changes are to create uniformity in the language around Principal Permitted Uses and Permitted Uses after Special Approval. Currently, this language is similar but not identical across residential, commercial, industrial, and PUD subsections within the Zoning Ordinance.

- *Dance Hall Use Type Update. (Sections 90-407B & 90-408B)*

This change is to finish the adjustment of Dance Halls from a principal permitted use to a special land use. Previously, the Form Based Code was updated to clarify that Dance Halls and Nightclubs were Special Land Uses within their respective districts. Here, Planning Staff is removing Dance Halls from a short list of Recreational Uses under 90-

407B and placing them under 90-408B alongside Cocktail Lounges, Nightclubs, and Bars. This is to finalize the uniformity between the Form Based Code and the Euclidian Code.

- *Inclusive Ordinance Clarifications. (Sections 90-407B, 90-408B, & 90-412B)*
This change is to clarify that the types of uses that are allowed as Principal Permitted Uses in B-2 and B-3. At present, it is unclear what kind of uses are allowed as Principal Permitted or Special Land Uses through the inclusionary ordinance.
- *Building Height Transition Clerical Adjustment (90-1309)*
This change is to amend section 90-1309 to replace the phrase 'Corridor Residential' with the proper context area name 'Corridor Neighborhood'. This looks to be a holdover from when the ordinance was first designed that was not adjusted.
- *Form-Based Code Definitions Organization (90-2100)*
This change is to mirror the design of the Euclidean definitions section by creating individual sub-chapters for each letter of the alphabet. In addition, by making this change, any future adjustments to the form-based code definitions would only require the inclusion of the subchapter rather than the entire definitions section, similar to the Euclidean code.

No comments were made during the public hearing. The proposed zoning code text amendments are attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with the first name "Nicole" and last name "Hofert" clearly distinguishable.

Nicole Hofert, Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 1

DATE DISTRIBUTED: August 12, 2025

PLANNING COMMISSION DATE: August 19, 2025

ACTION REQUESTED: Request to amend Zoning Code Sections 90-402A “Special permitted uses after special approval”, 90-407A “Special permitted uses after special approval”, 90-438A “Special permitted uses after special approval”, 90-407B “Principal Permitted Uses”, 90-408B “Permitted uses after special approval”, 90-412B “Principal Permitted Uses”, 90-413B “Special Uses”, 90-424B “Permitted Uses”, 90-412C “Special Uses”, 90-1309 “Building height transition area”, 90-2100 “Applicability”.

REQUESTED BY: Wyoming Planning Staff

REPORT PREPARED BY: Joe Blair, Planner II

GENERAL BACKGROUND:

From time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. This can come from citizen petitions, direction from City Council, commentary from Planning Commission, requests for interpretation, or through difficulties identified within development. The Planning Staff will then recommend to Planning Commission the clerical or substantive changes. Both types of changes must then be approved by the Planning Commission and adopted by the City Council of Wyoming as an ordinance amendment.

These recommended amendments are clerical in nature, seeking to create uniformity across section titles, clarify use types, and remove typographic errors & dead links.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

City staff is recommending updating the following sections for the following reasons:

Principal Permitted Use and Permitted Use after Special Approval Uniformity. (Sections 90-402A, 90-407A, 90-438A, 90-413B, 90-424B, & 90-412C)

These changes are to create uniformity in the language around Principal Permitted Uses and Permitted Uses after Special Approval. Currently, this language is similar but not identical across residential, commercial, industrial, and PUD subsections within the Zoning Ordinance.

Dance Hall Use Type Update. (Sections 90-407B & 90-408B)

This change is to finish the adjustment of Dance Halls from a principal permitted use to a special land use. Previously, the Form Based Code was updated to clarify that Dance Halls and Nightclubs were Special Land Uses within their respective districts. Here, Planning Staff is removing Dance Halls from a short list of Recreational Uses under 90-407B and placing them under 90-408B alongside Cocktail Lounges, Nightclubs, and Bars. This is to finalize the uniformity between the Form Based Code and the Euclidian Code.

Inclusive Ordinance Clarifications. (Sections 90-407B, 90-408B, & 90-412B)

This change is to clarify that the types of uses that are allowed as Principal Permitted Uses in B-2 and B-3. At present, it is unclear what kind of uses are allowed as Principal Permitted or Special Land Uses through the inclusionary ordinance.

Building Height Transition Clerical Adjustment (90-1309)

This change is to amend section 90-1309 to replace the phrase **Corridor Residential** with the proper context area name **Corridor Neighborhood**. This looks to be a holdover from when the ordinance was first designed that was not adjusted.

Form-Based Code Definitions Organization (90-2100)

This change is to mirror the design of the Euclidean definitions section by creating individual sub-chapters for each letter of the alphabet. In addition, by making this change, any future adjustments to the form-based code definitions would only require the inclusion of the subchapter rather than the entire definitions section, similar to the Euclidean code.

PROPOSED ORDINANCE AMENDMENT:

Staff recommends the following attached ordinances. The proposed text amendments have been highlighted in **green ink**.

PLANNING COMMISSION ACTION:

The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-402A “Special permitted uses after special approval”, 90-407A “Special permitted uses after special approval”, 90-438A “Special permitted uses after special approval”, 90-407B “Principal Permitted Uses”, 90-408B “Permitted uses after special approval”, 90-412B “Principal Permitted Uses”, 90-413B “Special Uses”, 90-424B “Permitted Uses”, 90-412C “Special Uses”, 90-1309 “Building height transition area”, 90-2100 “Applicability”, and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Patrick Waterman, Deputy City Manager

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community & Economic Development

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING
PLANNING COMMISSION AT ITS REGULAR MEETING OF SEPTEMBER 16, 2025

PLANNING COMMISSION
MEETING MINUTES OF AUGUST 19, 2025
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Gilreath-Watts, Lamer, LaPlaca Micele, Randall, Smart, Zapata

MEMBERS ABSENT: Hall, Weller

STAFF PRESENT: Hofert, Director of Community and Economic Development
Smith, Assistant Director of Community and Economic
Development
Blair, Planner II
Zuniga, Recording Secretary

CALL TO ORDER

Chair Micele called the meeting to order at 7:00 PM.

APPROVAL OF MINUTES

The minutes of July 15, 2025 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Micele opened the public comment period for non-public hearing agenda items at 7:01 PM.

There was no public comment and the hearing was closed.

AGENDA ITEM NO. 1

Request to amend Zoning Code Sections 90-402A “Special permitted uses after special approval”, 90-407A “Special permitted uses after special approval”, 90-438A “Special permitted uses after special approval”, 90-407B “Principal Permitted Uses”, 90-408B “Permitted uses after special approval”, 90-412B “Principal Permitted Uses”, 90-413B “Special Uses”, 90-424B “Permitted Uses”, 90-412C “Special Uses”, 90-1309 “Building height transition area”, 90-2100 “Applicability” (Wyoming Planning Staff)

Blair explained that from time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. These recommended amendments are clerical in nature, seeking to update definitions, clarify use types, and remove clerical errors, antiquated terms, and dead links.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

City staff is recommending updating the following sections for the following reasons:

Principal Permitted Use and Permitted Use after Special Approval Uniformity. (Sections 90-402A, 90-407A, 90-438A, 90-413B, 90-424B, & 90-412C)

These changes are to create uniformity in the language around Principal Permitted Uses and Permitted Uses after Special Approval. Currently, this language is similar but not identical across residential, commercial, industrial, and PUD subsections within the Zoning Ordinance.

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Inclusive Ordinance Clarifications. (Sections 90-407B, 90-408B, & 90-412B)

This change is to clarify that the types of uses that are allowed as Principal Permitted Uses in B-2 and B-3. At present, it is unclear what kind of uses are allowed as Principal Permitted or Special Land Uses through the inclusionary ordinance.

Building Height Transition Clerical Adjustment (90-1309)

This change is to amend section 90-1309 to replace the phrase **Corridor Residential** with the proper context area name **Corridor Neighborhood**. This looks to be a holdover from when the ordinance was first designed that was not adjusted.

Form-Based Code Definitions Organization (90-2100)

This change is to mirror the design of the Euclidean definitions section by creating individual sub-chapters for each letter of the alphabet. In addition, by making this change, any future adjustments to the form-based code definitions would only require the inclusion of the subchapter rather than the entire definitions section, similar to the Euclidean code.

Blair said that the Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-402A “Special permitted uses after special approval”, 90-407A “Special permitted uses after special approval”, 90-438A “Special permitted uses after special approval”, 90-407B “Principal Permitted Uses”, 90-408B “Permitted uses after special approval”, 90-412B “Principal Permitted Uses”, 90-413B “Special Uses”, 90-424B “Permitted Uses”, 90-412C “Special Uses”, 90-1309 “Building height transition area”, 90-2100 “Applicability”, and recommend the same to City Council.

Micele opened the public hearing at 7:07 p.m. There was no public comment and the hearing was closed.

A motion was made by Gilreath-Watts, supported by Lamer to approve the zoning code amendments and recommend the same to City Council.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request for site plan approval at 3901 Buchanan Ave SW (Section 24) (Gelock Heavy Movers)

Hofert explained that the site is zoned I-2 and is a former auto plant property and outlined the various uses of the surrounding land.

Hofert said that the applicant proposes a 76,000 square foot facility to serve as the headquarters and service location for Gelock Heavy Movers and HEL Inc. Together, these businesses provide heavy equipment moving, transportation, repair, and maintenance services. Gelock and HEL plan to relocate their operations from their existing locations in Grand Rapids to one singular facility in Wyoming. This proposal continues the businesses' presence in West Michigan dating back to the 1940s.

The proposed 76,000 square foot facility is divided between 6,400 square feet of office space and 69,500 square feet of heavy equipment repair space. The northern portion of the site allocates the building and maintenance areas, while the southern portion features equipment storage for the heavy equipment. The applicant proposes access to the site through 40th Street SW to the south and a new public road, Holtwood Street, to the north in connection with Buchanan Avenue SW.

Gelock Heavy Movers and HEL Inc currently employes 60 people and plans to grow to approximately 65-70 employees at this location.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

The site plan contains an appropriate amount of detail to sufficiently understand the proposed development. The site plan outlines where the proposed building footprint will occur as well as provides details on landscaping, parking, and site circulation.

ORDINANCE NO. 13-25

ORDINANCE TO AMEND SECTION 34-1 DEFINITIONS AND SECTION 34-3 OF THE
CITY CODE TO ADOPT THE INTERNATIONAL FIRE CODE, 2024 EDITION, BY
REFERENCE TOGETHER WITH CERTAIN AMENDMENTS AND APPENDICES

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 34, section 34-1-Definitions and section 34-3 International Fire Code of the Code of the City of Wyoming, Michigan, is adopted by reference and amended to read as follows:

ARTICLE I. - IN GENERAL

Sec. 34-1. - Definitions.

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

Approved means that which has been accepted by the fire chief, or designee, as a result of investigation or experience, or by reason of test, listing or approval by the Underwriter's Laboratories, Inc., the National Bureau of Standards, the American Gas Association Laboratories or other nationally recognized testing authorities.

Combustible Waste Matter means magazines, books, trimmings from lawns, leaves, flower gardens, boxes, rags, paper, plastic, straw, sawdust, packing material, shavings, boxes, and all garbage, rubbish, and refuse or other combustible materials that will ignite through contact with flames, combustion or sparks.

Fire chief means the city fire chief or deputy director of fire services, or a substantially similar fire services administrative position.

Fire department means the fire services division of the department of public safety of the city of Wyoming.

License means one which has been issued by the city clerk, or other licensing agent, pursuant to the provisions of this chapter or state statute.

Multifamily dwelling means a building, or portion thereof, used or designed as residence for three or more families living independently of each other and each doing their own cooking in the building, with the number of families in residence not exceeding the number of dwelling units provided.

The remainder of the definitions in the International Fire Code 2024 edition are adopted.

Sec. 34-3. – Adoption of International Fire Code.

(a) The 2024 Edition of the International Fire Code, published by the International Code Council, Inc. together with its Appendices B, D, F, I, N and O is adopted by reference. A complete copy is available to the public at the Department of Public Safety-Fire Services office and the City Clerk's Office in compliance with state law.

(b) The blank and jurisdictional specifications in the International Fire Code, 2024 Edition, are completed and specified, and certain sections of the International Fire Code, 2024 Edition, are amended to read as follows:

(1) The blank in section 101.1 is completed with the phrase “the City of Wyoming, Michigan.”

(2) Section 102.4 is amended to read as follows: 102.4 Application of Building Code. The design and construction of new structures, if within its scope, any alterations, additions or changes in structures required by this code, shall comply with the construction code of the state of Michigan, pursuant to the Stille-DeRossett-Hale single state construction code act, 1972 PA 230 and the building codes adopted by the City of Wyoming.

(3) Section 113 is amended to read as follows: 113.1 Enforcement, Violations and Penalties. The Fire Chief or the Chief’s designated code official are authorized to enforce the International Fire Code. A violation of a provision of this code or failure to comply with any of the requirements or any person or entity who erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate, or stop work order, shall be responsible for a municipal civil infraction as provided under Chapter 1, General Provisions - Municipal Civil Infractions for violations of code of ordinances, City of Wyoming, Michigan:

An municipal civil infraction offence shall be punishable by a fine of up to \$500.00 or as otherwise set by the Court per its fine schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Subsequent offenses may be prosecuted as misdemeanors punishable by a fine of \$500, or imprisonment for up to 90 days, or both fines and imprisonment.

Nothing in this section shall be construed to limit the remedies available to the city in the event of a violation by a person or entity of this chapter including but not limited to the authority under the Revised Judicature Act of 1961, Public Act 236 of 1961 section 600.8302 Equitable Jurisdiction or a civil action under the jurisdiction of the Circuit Court.

(4) Section 112 Means of Appeal is deleted. Appeals shall be allowed as provided under Chapter 1, Sec. 1-29 of the code of ordinances, City of Wyoming, Michigan.

(5) Section 307 is deleted and amended to read as follows: Open burning is allowed and may be undertaken only as provided by and in compliance with section 30-35 of the Code of Ordinances, City of Wyoming, Michigan.

(6) Section 1103 Sprinkler Systems. The date by which a sprinkler system must be installed as provided in section 1103.5.3 shall be immediately for all new construction, and for existing structures at the earlier of (i) within 5 years after the date of the adoption by reference of the International Fire Code, 2024 Edition, or (ii) when it would be required of other Group I-2 occupancies under section 1103.5.2.

(7) Section 5704.2.9.6.1 is amended to read as follows: 5704.2.9.6.1. Locations where above-ground tanks are prohibited. Above-ground storage tanks are prohibited in the City of Wyoming except as allowed under and as approved in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(8) Section 5706.2.4.4 is amended to read as follows: 5704.2.49.4. Locations where above-ground tanks are prohibited. Above-ground storage tanks are prohibited in the City of Wyoming except as allowed under and as approved in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(9) Section 5806.2 is amended to read as follows: 5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers is prohibited in the City of Wyoming except by special approval in an I-2 general industrial zoning district in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(10) Section 6104.2 is amended to read as follows: 6104.2 Maximum capacity with established limits. Except by special approval in an I-2 general industrial zoning district in accordance with Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan the aggregate capacity of any one installation of storage of liquefied petroleum gas shall not exceed a water capacity of 250 gallons.

Section 2. That this ordinance shall take effect fifteen days after enactment nor before notification by publication of adoption as provided by the City of Wyoming Charter or State of Michigan law.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 13-25

2024 International Fire Code (IFC)

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ORDINANCE NO. 14-25

ORDINANCE TO AMEND CHAPTER 14-BUSINESSES, ARTICLE IV-ALCOHOLIC
LIQUOR BUSINESSES, SEC. 14-42-REQUIREMENTS FOR ON-PREMISES
CONSUMPTION LICENSES TO ADD A NEW PARAGRAPH (h) TO ALLOW GODWIN MERCADO
TO SERVE ALCOHOLIC BEVERAGES

THE CITY OF WYOMING ORDAINS:

Sec. 14-42. - Requirements for on-premises consumption licenses.

(a) Subject to subsection 14-41(d), city approvals required or allowed for issuance or transfer of a license for the sale of alcoholic liquor for on-premises consumption shall be in accordance with this article.

(b) Issuance of licenses for the sale of alcoholic liquor for on-premises consumption shall be in accordance with the numbers allowed by state laws, rules, and regulations, and in accordance with this article.

(c) To the extent the city has the authority to limit their issuance for such reasons, additional quota licenses for the sale of alcoholic liquor for on-premises consumption available to the city due to the 2020 United States Census shall be issued only as follows:

(1) The premises must be located within an area described by the following boundaries:

- (i) The eastern boundary is 300 feet east of the east right-of-way line of Clyde Park Avenue SW;
- (ii) The southern boundary is the north right-of-way line of Prairie Parkway SW and Colrain SW;
- (iii) The western boundary is the east right-of-way line of Burlingame Avenue SW; and
- (iv) The northern boundary is 500 feet north of the north right-of-way line of 28th Street SW.

(2) At least \$1,000,000 has been invested in redevelopment of the premises since 2019.

(3) The premises is part of a mixed-use redevelopment comprised partly of residential dwelling units or includes extensive renovation of an existing building.

(4) The licensee will provide seating (indoors only or indoors combined with outdoor seating) for at least 100 patrons.

(5) The premises complies with the form-based zoning code even if it is in an existing premises that otherwise would not have to meet the form-based code requirements.

(6) The licensee will sell meals for on-premises consumption, not just "bar-food" or snack items.

(d) To the extent the city has the authority to limit their issuance for such reasons, licenses for the sale of alcoholic liquor for on-premises consumption shall not be issued for any location that meets any of the following criteria. However, the council may waive any of the limitations of this subsection if the council deems it to be in the best interest of the city to do so. The limitations in subsections (d)(1), (2), (3), and (4) do not apply to a premises within the area described in subsection (c)(1).

(1) Within 500 feet of a school unless the school consents or does not object when notice of the application is provided to the school. That distance shall be measured from the nearest point of the school building to the nearest point of the building in which the business is to be conducted.

(2) Within 500 feet of a public park, unless the city or other public entity owning the public park consents or, if it is an entity other than the city, does not object when notice of the application is given to that entity. That distance shall be measured from the nearest point of the public park to the nearest point of the building in which the business is to be conducted.

(3) Within 500 feet of a church, unless the church consents or does not object when notice of the application is provided to the church. That distance shall be measured from the nearest point of the church building to the nearest point of the building in which the business is to be conducted.

(4) Except when the residences are part of a mixed-use development including commercial and residential uses, any property that is in:

(i) A residentially zoned district under [chapter 90](#) of this Code; or

(ii) A zoning district in which residences are permitted and existing under [chapter 90](#) of this Code.

(5) Within 500 feet of any property that is in a residentially zoned district under [chapter 90](#) of this Code unless one or more of the following conditions apply:

(i) The application is accompanied by the written consent of the owners (including all owners of property jointly owned or owned as tenants in the entirety) of a majority of all residentially zoned parcels of property within 500 feet of the proposed location.

(ii) The proposed location is located on a recognized commercial street where at least three-fourths of the frontage within 500 feet on both sides of the street is devoted to some commercial use.

(6) On a street where, by virtue of density of traffic or other conditions, the proposed use could, in the judgment of the council after a recommendation from the city engineer, constitute a traffic hazard.

(7) At any place where, in the judgment of the council following a recommendation by the city manager or public safety director, by reason of insufficient lighting, a lack of police patrol, or other conditions, the proposed use could constitute a nuisance.

(e) Except for those licenses addressed in subsections (c), (f), or (g), the general requirements for licenses for sales of alcoholic liquor for on-premises consumption are:

(1) All licenses must be operated in conjunction with a restaurant as a unit. The same person must be the licensee and the owner of the restaurant business. The primary business must be that of the restaurant, so that more than 50 percent of the gross income must be derived from the restaurant business, exclusive of alcohol sales. A licensee who as of January 1, 1980, did not have a restaurant business in conjunction with the license is exempted from this requirement.

- (2) The dining area must have an interior seating capacity to serve at least 50 individuals calculated using 15 square feet per individual.
- (3) Counter space or bar space for the dispensing of alcoholic beverages must not exceed 20 percent of the seating capacity for all dining areas.
- (4) The combined kitchen and food storage facilities must have square footage equal to at least 50 percent of the square footage for all dining areas.
- (5) An architectural or engineered scaled floor plan verifying the above must be provided with the request for a liquor license.

(f) Motels and hotels selling alcoholic liquor for consumption on the premises with either a class A-hotel or a class B-hotel license must have 60 or more guestrooms and a lounge serving at least 25 persons calculated at 15 square feet per person.

(g) Nail salons, day spas, hair salons, and barber shops serving alcohol by the glass to patrons during the performance of services by business personnel or while the patrons are waiting their turn for such services. Hours for serving alcohol in any premises described in this subsection must not begin before 10:00 a.m. on any day and must end before 9:00 p.m. on any day.

(h) The Godwin Mercado is designated a municipal civic center and is authorized to apply for any licensing required by the State of Michigan Liquor Control Commission, including operating with its own liquor license or with other entities, businesses, or persons to the extent allowed by law for the sale and consumption of alcoholic beverages on the premises.

This ordinance shall take effect fifteen days after enactment nor before notification by publication of adoption as provided by the City of Wyoming Charter or State of Michigan law.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____.

Kelli A. VandenBerg
Wyoming City Clerk

ORDINANCE NO. 15-25

ORDINANCE TO AMEND CHAPTER 50-OFFENSES AND MICELLANEOUS PROVISIONS
ARTICLE II -OFFENSES AFFECTING GOVERNMENTAL FUNCTIONS SECTION 50-36 -
POSSESSION OR CONSUMPTION OF ALCOHOLIC LIQUOR IN PUBLIC PARKS AND PLACES
OF AMUSEMENT IS AMENDED TO ADD A NEW PARAGRAPH (4) TO ALLOW GODWIN
MERCADO TO SERVE ALCOHOLIC BEVERAGES

THE CITY OF WYOMING ORDAINS:

Sec. 50-36. - Possession or consumption of alcoholic liquor in public parks and places of amusement.

It shall be unlawful for any person to possess or consume any alcoholic liquor in or upon any public park, public place of amusement, or area under the jurisdiction of the city that is owned or administered, or both, by the city. This article shall not apply to the possession or consumption of alcoholic liquor under the following circumstances:

(1) The alcoholic liquor is in the possession of and/or consumed in a specific area in a public park or area under the jurisdiction of the city, while under the direct control of a governmental, charitable or non-profit organization.

(2) The organization receives authorization for the possession and/or consumption of alcoholic liquor at a specific date, time and location from the city council.

(3) The organization provides to the city clerk, a certificate of insurance for comprehensive general liability or similar insurance (including liability for the possession and consumption of alcoholic liquor) naming the city as an additional insured in an amount acceptable to the city.

(4) Alcoholic beverages in the possession of or consumed at the Godwin Mercado pursuant to a license issued by the State of Michigan Liquor Control Commission.

This ordinance shall take effect fifteen days after enactment nor before notification by publication of adoption as provided by the City of Wyoming Charter or State of Michigan law.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____.

Kelli A. VandenBerg
Wyoming City Clerk



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a Regular meeting of the City of Wyoming council/board
(regular or special) (name of township, city, village)
called to order by _____ on Oct 20, 2025 at _____
(date) (time)
the following resolution was offered:
Moved by _____ and supported by _____
that the application from City of Wyoming

(name of applicant - if a corporation or limited liability company, please state the company name)
for the following license(s): Class C - Municipal Civic Center or Civic Auditorium (MCL 436.1509)
(list specific licenses requested)

to be located at: Godwin Mercado, 301 - 36th St SW, Wyoming, MI 49509

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the City of Wyoming
council/board at a Regular meeting held on Oct 20, 2025
(regular or special) (date) (name of township, city, village)

Kelli VandenBerg

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Overnight packages: 2407 N. Grand River, Lansing, MI 48906
Fax to: 517-763-0059

Staff Report

Date: October 15, 2025
Subject: Godwin Mercado Alcohol License
From: Krashawn Martin, Director of Parks and Recreation
Meeting Date: October 20, 2025

RECOMMENDATION:

It is recommended that City Council authorize the Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Local Government Approval for the Godwin Mercado Civic Center (Class C) License.

ALIGNMENT WITH STRATEGIC PLAN:

City Council Strategic Plan Priority:

- Pillar – Community
 - Goal 1 - Strengthen community relations and Wyoming's sense of identity
 - Objective 3 – Complete the 36th Street Marketplace project

DISCUSSION:

Godwin Mercado was created to honor the heritage and celebrate the culture of the Wyoming and Godwin Heights neighborhoods by serving as a vibrant, community-centered space for connection, wellness, and shared growth.

The facility operates as a weekly farmers market and is also available for private reservations for events such as weddings, receptions, birthday parties, and corporate gatherings. Alcohol service has been identified as a value-added amenity for private rentals, enhancing the facility's marketability and customer experience.

The City plans to apply for a Civic Center (Class C) License, with alcohol service provided by trained City staff. All staff will complete ServSafe alcohol service certification, and alcoholic beverages will be purchased directly through the MLCC.

City Council has previously directed the Godwin Mercado achieve full cost recovery by its third year of operation. The addition of alcohol service is an essential step toward meeting that goal by expanding rental opportunities and increasing revenue potential.

BUDGET IMPACT:

Below are the cost estimates for the next 3 years:

FISCAL YEAR 2026

Revenue	No Alcohol
Vendor Fees	\$ 15,000.00
Rental Fees	\$ 90,000.00
Sponsorship	\$ 20,000.00
Additional Programming	\$ 10,000.00
Investment Interest	\$ 2,500.00
	\$ 137,500.00

Revenue	With Alcohol
Vendor Fees	\$ 15,000.00
Rental Fees	\$ 90,000.00
Sponsorship	\$ 20,000.00
Additional Programming	\$ 10,000.00
Alcohol Service	\$ 70,000.00
	\$ 205,000.00

Expenses	
Staffing costs	\$ 146,937.06
Supplies	\$ 43,390.00
Other Services and Charges	\$ 64,667.94
	\$ 254,995.00

FISCAL YEAR 2027

Revenue	
Vendor Fees	\$ 20,280.00
Rental Fees	\$ 105,600.00
Sponsorship	\$ 25,000.00
Additional Programming	\$ 10,000.00
Alcohol Service	\$ 231,000.00
	\$ 391,880.00

Expenses	
Staffing costs	\$ 150,000.00
Supplies	\$ 45,000.00
Other Services and Charges	\$ 65,000.00
Alcohol Purchases	\$ 69,300.00
	\$ 329,300.00

FISCAL YEAR 2028

Revenue	
Vendor Fees	\$ 20,280.00
Rental Fees	\$ 105,600.00
Sponsorship	\$ 25,000.00
Additional Programming	\$ 10,000.00
Alcohol Service	\$ 250,000.00
	\$ 410,880.00

Expenses	
Staffing costs	\$ 150,000.00
Supplies	\$ 45,000.00
Other Services and Charges	\$ 65,000.00
Alcohol Purchases	\$ 62,500.00
	\$ 322,500.00

Including alcohol service at the Godwin Mercado will place the facility in a strong financial position, expand the appeal of the venue to the community, and help meet community demand for quality and affordable event venues.