



MICHIGAN

AGENDA
WYOMING CITY COUNCIL MEETING
COUNCIL CHAMBERS
MONDAY, JANUARY 5, 2026, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Vanessa Alvarez, Amazing Church Michigan
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 December 15, 2025, Regular Meeting and Closed 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
 1. Chief Kip Snyder – Swearing In Ceremony
 - 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**
- 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 Rebecca Thornton as a Member of the Downtown Development Authority for the City of Wyoming
- 14) Resolutions**
- 15) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - b) To Accept a Service Agreement for the Fire Stations Alerting Systems
 - c) For Award of Bid
 1. Fire Department Uniforms

16) Ordinances

17-25 To Amend Section 90-515 of the Code of the City of Wyoming by Adding Subsection (148) to Rezone 138 36th Street SW from R-4 Residential District to B-2 General Business District (Final Reading)

18-25 To Amend Zoning Code Sections 90-206 “Definitions – F”, 90-7008 “Specific Sign Requirements; Nonresidential Districts” (Final Reading)

17) Informational Material

18) 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.

19) Closed Session (as necessary)

20) 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 Ciudad 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 REBECCA THORNTON AS A MEMBER OF THE
DOWNTOWN DEVELOPMENT AUTHORITY FOR THE CITY OF WYOMING

WHEREAS:

1. Rebecca Thornton has submitted an application requesting appointment to the Downtown Development Authority for the City of Wyoming.
2. A vacancy exists in a regular term ending January 1, 2030.
3. Mayor Vanderwood has recommended that Rebecca Thornton be appointed as a member of the Downtown Development Authority for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Rebecca Thornton to the Downtown Development Authority for a regular term ending January 1, 2030.

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 January 5, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A SERVICE AGREEMENT FOR THE
FIRE STATIONS ALERTING SYSTEMS

WHEREAS:

1. On July 15, 2024, City Council approved resolution #28119 accepting a quote for the purchase and installation of new alerting systems for all four fire stations.
2. As detailed in the attached staff report, US Digital Designs by Honeywell has provided the City with a service agreement to provide software maintenance and hardware repair services.
3. It is recommended City Council accept the service agreement in the amount of \$10,265.90.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a quote from U.S. Digital Designs by Honeywell.
2. City Council authorizes the City Manager to sign the service agreement.
3. City Council authorizes the City Manager to acknowledge acceptance of future renewals in accordance with budget authorization.

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: January 5, 2026.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote
Agreement

Resolution No. _____

Staff Report

Date: December 17, 2025
Subject: Fire Station Alerting
From: Dennis Van Tassell, Fire Chief
CC: Kip Snyder, Public Safety Chief
Meeting Date: January 5, 2026

RECOMMENDATION:

It is recommended the City Council authorize the City Manager to accept future renewal costs in accordance with budget authorization for fire station alerting system annual fees from U.S. Digital Designs.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 - Safety
 - Goal 1 - Implement proactive public safety initiatives
- Pillar 3 – Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services

DISCUSSION:

Fire station alerting for four fire stations was approved July 15, 2024. Within Resolution 28119, City Council accepted the quote from U.S. Digital Designs Inc. to provide this service. The original paperwork contained the language of annual renewals, but it was not written to authorize the City Manager to approve the annual fees associated with the alerting system.

Annual fees for the alerting system are based on the original price of installed hardware. The current annual fee will be \$16,506.85. The quote of \$10,265.90 is based on a prorated cost correlating to the City's fiscal year. After the renovation projects are completed on the 36th and Gezon fire stations, this fee will have a slight increase due to new hardware being installed. The general estimate is 10% of hardware costs.

There is no change in the service model or computer software programming that was previously approved by the IT Department Head.

BUDGET IMPACT:

Funds are budgeted in account number 205-336-33800-930.000.



US DIGITAL DESIGNS
by Honeywell

Quote

1150 W. Grove Parkway, Suite 110
Tempe, Arizona 85283-4482
Phone # 877-551-USDD
E-mail: usddsales@honeywell.com

Date	Quote #
17-Nov-2025	25-WFD-001

This quote is effective until January 31, 2026

Name / Address
Wyoming Fire Department Attn: Larry Moore 1155 28th Street SW Wyoming, MI 49509

ALL AMOUNTS QUOTED ARE IN US DOLLARS		Terms	Rep	Project
		Net 30		
Item	Description	Qty	Cost	Total
SrvAgrmt_Srv	G2 FSAS Annual Service Agreement - [30 November 2025 - 14 July 2026] Station Systems <i>Pro-rated</i> Base Amount: \$165,068.49	1	\$ 10,265.90	\$10,265.90
Thank you for your business			Total	\$ 10,265.90



US DIGITAL DESIGNS by Honeywell

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made by and between Honeywell International Inc., through its US Digital Designs group (“Honeywell”), with its principal place of business at 1150 W. Grove Parkway, Suite 110, Tempe, Arizona 85283-4482, and the following entity (“Customer”):

Wyoming Fire Department
Attn: Larry Moore
1155 28th Street SW
Wyoming, MI 49509

Recitals. Customer requires Honeywell to provide Software maintenance and Hardware repair services for the Phoenix G2 Fire Station Alerting System Products (as those terms are defined below) acquired and implemented by Customer. Honeywell has agreed to service the Customer’s System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the foregoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. “Additional Services” shall have the meaning set forth in Section 8 below;
- b. “Application or App” shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- c. “Commencement Date” shall be **November 30, 2025**
- d. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by Honeywell, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
- e. “Emergency Support” means telephone access for Customer’s System Administrator” (as defined below) to Honeywell’s senior staff and engineers in the event of a Mission Critical Failure.
- f. “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided

however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of Honeywell's direct control does not constitute a Mission Critical Failure.

- g. "Services" shall have the meaning set forth in Section 2, below;
- h. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by Honeywell;
- i. "System" means all Hardware and Software purchased by Customer either directly from Honeywell or authorized Honeywell Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by Honeywell;
- j. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section **Error! Reference source not found.** below.

2. **Honeywell Scope of Services.** During the Term of this Agreement, Honeywell agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:00 MST, excluding Honeywell holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:00 MST, excluding Honeywell holidays;
- c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by Honeywell;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.
- f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under the Honeywell warranty applicable to the Hardware) subject to Honeywell's Return Material Authorization ("RMA") Process described below; and

g. Ground shipping for the return of repaired Hardware.

3. **Claims.** Prior to requesting Services, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, either Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. Honeywell's technical support contact information can be found on Honeywell's web site: <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

4. **Advance Replacement of Hardware.** If a Hardware component requires repair during the Term, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Services must be used in the System to which this Agreement applies.

5. **Return Material Authorization Process.** If Customer makes a claim for an advanced replacement of a Hardware component during the Term, Customer shall provide Honeywell with the Hardware component model and serial number and failure information to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid ground shipping to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the hardware that Customer is returning. The original hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number. The original hardware must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

6. **No Fault Found.** Honeywell reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. Customer understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is "old." Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

7. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the System, damage arising from Customer's failure to follow instructions relating to the

product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized Honeywell representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of Honeywell, use with non-Honeywell products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in Honeywell's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Honeywell shall not be liable to provide Services at any time when Customer is in breach of any obligation to Honeywell under this Agreement or any other contract.

8. Additional Services by Honeywell. Except for the Services, all other acts or performances requested or required of Honeywell by Customer ("Additional Services") will be charged at Honeywell's then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by Honeywell on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

9. Authorized Support Contacts. In order to facilitate Honeywell's delivery of the Services, Customer shall appoint a minimum of one and a maximum of three contact people who are each authorized to make use of the support services ("Authorized Contacts"). The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for Honeywell to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's network, hardware, and software systems. The Authorized Contacts must also have completed Honeywell product training.

At least one Authorized Contact should be available to assist Honeywell as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network or communications system troubleshooting, and physical inspection or actions on the System components.

10. Customer Facilitation of Services. Customer will be responsible for providing the following:

- a. The provision of remote access to the System, as more specifically described in Section 11 below;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;

- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- e. The correct use of the System in accordance with Honeywell’s operating instructions; and
- f. The security and integrity of the System.

11. **Remote Access.** Honeywell requires remote network access to Customer’s system, including its Communications Gateways, Station Controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable this the Customer will ensure that Customer will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel (“Customer Support”) to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access Customer’s System with the knowledge and consent of Customer.

- a. **Alternative to Network Access.** If Customer elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access:
 - System software upgrades
 - System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
 - Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
- b. **Timely Access.** Customer must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the remote access cannot be provided, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

- c. **Physical Security Tokens.** Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If Customer requires the use of physical security tokens this may delay after hours service.

12. Ongoing Service Term, Renewal and Termination. The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year (“Initial Term”). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an “Additional Term”) by giving written notice of Customer’s intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the “Annual Fee” (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. Honeywell may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, Honeywell may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to Honeywell shall be nonrefundable.

13. Annual Fees. On or before the first day of the Initial Term and each Additional Term (each a “Due Date”), Customer shall pay Honeywell an Annual Fee in advance for the Services and to be delivered hereunder (the “Annual Fee”). The Annual Fee shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances (“Base Amount”), multiplied by .10. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services purchased in the future. Honeywell may calculate the Base Amount, determine the Annual Fee and invoice Customer therefore 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum. Annual Fees are nonrefundable.

14. Reinstatement. If Customer elects not to renew this Agreement for any Additional Term or otherwise terminates this Agreement, Customer may reinstate this Agreement upon the following terms:

- a. Reinstatement of this Agreement must occur within five (5) years from the Initial Term or the last Additional Term elected by Customer, whichever occurs later. Honeywell reserves the right to reinstate older Systems or not reinstate newer Systems in its sole discretion.
- b. The multiplier for calculation of the Annual Fee shall increase by no more than 3 percentage points from the multiplier stated above. The multiplier for the new Annual Fee shall be at the sole discretion of Honeywell.
- c. Customer shall pay a Reinstatement Fee along with the Annual Fee prior to the Commencement Date. The Reinstatement Fee and Annual Fee shall be

calculated using the new multiplier described above. The Reinstatement Fee shall be a sum equal to two times the new Annual Fee, provided, however, if the System has been out of service and support for one year or less, the Reinstatement Fee shall be the amount of the new Annual Fee. The Reinstatement Fee is non-refundable.

- d. If Customer reinstates this Agreement and then declines to renew this Agreement for an Additional Term or otherwise terminate this Agreement, the System shall be deemed by Honeywell to have been abandoned by Customer. Honeywell will not provide further Services for the System, and Customer will not be allowed to reinstated service and support of the System through another Service Agreement.

15. Exclusions and Limitations. Honeywell warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. Honeywell does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the System's use. This Agreement does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Agreement does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Agreement. This Agreement does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-Honeywell products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If Honeywell cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF

ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SERVICE AGREEMENT. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE HARDWARE PAID BY CUSTOMER TO HONEYWELL (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTION OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR REFUND OF FEES PAID FOR THE SERVICES, AT HONEYWELL'S SOLE ELECTION, IF CUSTOMER NOTIFIES HONEYWELL IN WRITING OF DEFECTIVE SERVICES WITHIN NINETY (90) DAYS OF THE DEFECTIVE SERVICES. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. Honeywell disclaims any representation that it will be able to repair any hardware under this Service Agreement or make a product exchange without risk to or loss of the programs or data stored thereon.

16. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither Honeywell nor Customer will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "**Force Majeure Event**" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will promptly:

- a. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. use responsible efforts to mitigate and/or perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling this Service Agreement.

17. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity, or entities actually referred to require.

18. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

19. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the Parties.

20. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any Party executes this Agreement. The Parties acknowledge that they will be bound by signatures on this document which are made via electronic means (i.e., DocuSign) and which are transmitted by mail, hand delivery, facsimile and/or any other electronic method (email or otherwise) to the other Party. Such electronic signatures will have the same binding effect as any original signature, and electronic copies will be deemed valid.

21. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the Parties.

22. **Review.** The Parties acknowledge that they have had an adequate opportunity to review this Agreement, as well as the opportunity to consult legal counsel regarding this Agreement. Accordingly, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

23. **Assignment.** The Parties shall not assign, in whole or in part, the Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Honeywell may freely transfer its rights under this Agreement in the event of a sale or transfer of all or substantially all of its assets or stock. Each Party binds itself, its successors, assigns, executors, administrators, or other representatives to the other Party hereto and to successors, assigns, executors, administrators, or other representatives of such other Party in connection with all terms and conditions of this Agreement.

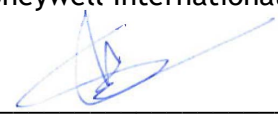
24. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

25. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery, and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation, or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

City of Wyoming

Honeywell International Inc.

By: _____
Name: John Shay, City Manager

By:  _____
Name: Susheel Tenguria, General Manager

Date: _____

Date: December 17, 2025 _____

Approved to form:



Gregory T. Stremers, City Attorney

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

1. Formal bids have been obtained on the below listed item.
2. The bids received have been reviewed and evaluated per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council awards the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Fire Department Uniforms	Nye Uniform Co.	Bid prices as shown on the attached contract.

2. City Council authorizes the City Manager to sign the contract.

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: January 5, 2026.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS
Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: December 11, 2025
Subject: Fire Department Uniforms
From: Dennis Van Tassell, Fire Chief
CC: Kip Snyder - Public Safety Chief
Meeting Date: January 5, 2026

RECOMMENDATION:

It is recommended that City Council approve the purchase of fire department uniforms from Nye Uniform Co. for the calendar years: 2026, 2027, 2028. The total cost of this project will be approximately \$55,000 per year dependent upon need.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 - Safety
 - Goal 1 - Implement proactive public safety initiatives
- Pillar 3 – Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services

DISCUSSION:

Fire Department Uniforms are necessary safety apparel for daily use. Fire Department Uniforms are provided by the department to each uniformed employee. Each employee has an initial up-front cost of standardized items upon hire. After the initial on-boarding of an employee, uniform items are requested as needed. A fire department uniform bid was submitted establishing a cost for each individual item that is provided to employees. There were 56 registered bidders that had access to the bid. Sixteen companies downloaded the bid and two bid the project. The annual cost listed is the compiled cost to provide one of each specific uniform item for each employee. The Wyoming Fire Department currently utilizes Nye Uniform Co. for uniforms. All bid pricing is firm for three years, and may be extended for an additional two years upon mutual agreement between the awarded bidder and the City.

CITY OF				
WYOMING				
Tabulation of Bids				
2312 - Fire Department Uniforms				
Opened by the City Clerk on Tuesday, December 9, 2025				
Company	Year 1	Year 2	Year 3	Total
Nye Uniform Co.	\$ 1,798.70	\$ 1,798.70	\$ 1,798.70	\$5,396.10
Sporting U, LLC	\$ 2,353.02	\$ 2,433.99	\$ 2,507.07	\$7,294.08

BUDGET IMPACT:

Funds are budgeted in account number: 205-336-33700-744.000, 205-336-33900-744.000, and 205-336-34100-744.000 Uniforms.

Attachment:
Contract

CITY OF WYOMING

**FIRE DEPARTMENT UNIFORMS CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN**

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.

"Contractor" means:

Nye Uniform Co
[Name of supplying entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1030 Scribner Ave NW
[Supplier's street address]
Grand Rapids, MI 49504
[Supplier's city, state & zip]

Effective Date means: 12/16/25, 2025.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

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

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

Gregory T. Stremers, City Attorney

Contractor: Nye Uniform Co

By: Matthew S. Shimmel
[Signature officer, director, or principal of Contractor]
Matthew S. Shimmel / President / CEO
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: December 5th, 2025

BID/PROPOSAL FORM CONTINUED

Proponent's Complete Business Name: _____

Nye Uniform Co

ITEM			ALTERNATE <small>(If alternate items are bid, the bidder must clearly indicate the manufacturer and catalog/part number. A written justification explaining the reason for submitting alternates must also be included with the bid submittal. Also include the manufacturers' literature all alternates.)</small>		BID PRICE <small>(Per Unit)</small>		
Brand	Description	Catalog/Part #	Brand	Catalog/Part #	YEAR 1 <small>1/1/26 to 12/31/26</small>	YEAR 2 <small>1/1/27 to 12/31/27</small>	YEAR 3 <small>1/1/28 to 12/31/28</small>
Flexfit	110 Cap				19.99	19.99	19.99
Richardson	112+ R-Flex Adjustable Trucker Cap				19.99	19.99	19.99
Richardson	Laser Perf R-Flex Cap				23.99	23.99	23.99
Port & Company	CP90L Fleece Lined Knit Cap				12.99	12.99	12.99
5.11	Job Shirt ¼ Zip 2.0				89.99	89.99	89.99
Carhartt	Loose Fit Midweight Hoodie				69.99	69.99	69.99
Port & Company	Performance Blend Tee	PC381			20.99	20.99	20.99
Port and Company	Long Sleeve Performance Blend Tee	PC381LS			24.99	24.99	24.99
5.11	Professional Short Sleeve Polo				64.99	64.99	64.99
5.11	Women's Short Sleeve Polo				64.99	64.99	64.99

Proponent's Complete Business Name: _____

Nye Uniform Co

ITEM			ALTERNATE <small>(If alternate items are bid, the bidder must clearly indicate the manufacturer and catalog/part number. A written justification explaining the reason for submitting alternates must also be included with the bid submittal. Also include the manufacturers' literature all alternates.)</small>		BID PRICE <small>(Per Unit)</small>		
Brand	Description	Catalog/Part #	Brand	Catalog/Part #	YEAR 1 <small>1/1/26 to 12/31/26</small>	YEAR 2 <small>1/1/27 to 12/31/27</small>	YEAR 3 <small>1/1/28 to 12/31/28</small>
5.11	Professional Long Sleeve Polo				69.99	69.99	69.99
5.11	Women's Professional Long Sleeve Polo				69.99	69.99	69.99
5.11	Stryke Pant	74369			81.99	81.99	81.99
5.11	Apex Pant	74434			79.99	79.99	79.99
5.11	Women's Stryke Pant	64386			81.99	81.99	81.99
5.11	Women's Apex Pant	64446			79.99	79.99	79.99
Badger	Pro Mesh 7" Shorts with Pockets				16.99	16.99	16.99
Carhartt	Flame Resistant Full Swing Quick Duck Jacket 1 Warm Rating	102179			No Bid		
Carhartt	Flame Resistant Full Swing Quick Duck Jacket 3 Warm Rating	102182			No Bid		
5.11	1.5" Casual Leather Belt				49.99	49.99	49.99
5.11	1.75" Operator Belt				51.99	51.99	51.99

Proponent's Complete Business Name: Nyc Uniform Co.

ITEM			ALTERNATE (If alternate items are bid, the bidder must clearly indicate the manufacturer and catalog/part number. A written justification explaining the reason for submitting alternates must also be included with the bid submittal. Also include the manufacturers' literature all alternates.)		BID PRICE (Per Unit)		
Brand	Description	Catalog/Part #	Brand	Catalog/Part #	YEAR 1 1/1/26 to 12/31/26	YEAR 2 1/1/27 to 12/31/27	YEAR 3 1/1/28 to 12/31/28
Elbeco	Short Sleeve	CX360			70.99	70.99	70.99
Elbeco	Women's Short Sleeve	CX360			70.99	70.99	70.99
Elbeco	Long Sleeve	CX360			76.99	76.99	76.99
Elbeco	Women's Long Sleeve CX360				76.99	76.99	76.99
Flying Cross	Command Blouse Coat Double Breasted 100% Poly				179.99	179.99	179.99
Flying Cross	Core Flex Men's Long Sleeve Class A Shirt				79.99	79.99	79.99
Flying Cross	Core Flex Women's Long Sleeve Class A Shirt				79.99	79.99	79.99
Flying Cross	Command Pants 100% Poly				59.99	59.99	59.99
Flying Cross	Command Women's Pants 100% Poly				59.99	59.99	59.99
	Original S.W.A.T Dress Oxford				79.99	79.99	79.99
	1-3/4" Boston Leather garrison belt with silver or gold buckle				30.99	30.99	30.99

Proponent's Complete Business Name: _____

Alge Uniform Co

ITEM			ALTERNATE <small>(If alternate items are bid, the bidder must clearly indicate the manufacturer and catalog/part number. A written justification explaining the reason for submitting alternates must also be included with the bid submittal. Also include the manufacturers' literature all alternates.)</small>		BID PRICE <small>(Per Unit)</small>		
Brand	Description	Catalog/Part #	Brand	Catalog/Part #	YEAR 1 <small>1/1/26 to 12/31/26</small>	YEAR 2 <small>1/1/27 to 12/31/27</small>	YEAR 3 <small>1/1/28 to 12/31/28</small>
	Class A Tie				<i>8.99</i>	<i>8.99</i>	<i>8.99</i>

*If bidding ALTERNATE item, include manufacturers published literature.

Bid/Proposal Form Continued

Nye Uniform Co

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

Matthew S. Shimmel

[Signature for proponent]

N/A

[2nd signature for proponent]

Matthew S. Shimmel / President / CEO

[Printed name and title of person signing]

N/A

[Printed name and title of 2nd person signing]

Date signed:

12/5/25

1030 Scribner Ave NW

[Proponent's street address]

616.459.5065

[Proponent's business phone]

Grand Rapids MI 49134

[City]

[State]

[Zip]

616.889.1705

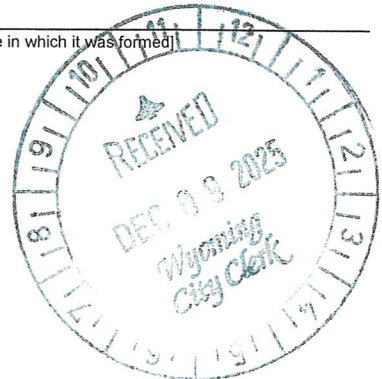
[Cell phone number(s) of person(s) signing for proponent]

mats@nyeuniform.com

[E-mail address(s) of person(s) signing for proponent]

Corporation

[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]



CONTRACT FORM

This Contract Form on the next page will be completed and signed by the selected bidder/proponent after bidding but before the contract is submitted to the City Council for approval. The contract signed by the bidder and accompanied by all required bonds, insurance certificates, and any other required documents must be provided before it is signed by the Mayor and Clerk and approved as to form by the City Attorney. The Contractor will be provided a copy of the fully signed contract.



Healthwear, Industrial, Career Apparel, Public Safety & Security

Nye Uniform Addendum To Bid

Extended Size Pricing

All clothing subject to 10% oversize charge on bid prices listed for the following sizes;

SHIRTS - Men's size 18 to 20 neck (2XL & 3XL)
Women's size 44 & 46

PANTS - Mens size 44 to 54 waist (2XL & 3XL)
Womens size 20 to 24 waist

Jackets/Raincoats/Sweaters - Size 2XL & 3XL

****Any sizes not listed above - price quoted when needed****

RETURN POLICY

- Returns are accepted within 30 days of delivery on unwashed/unworn/unused goods with original packaging and labels attached.
- Pants hemmed less than 28" inseam non-returnable.
- Embroidered/customized goods are non-returnable
- Defective merchandise still under warranty will be repaired or replaced as determined by Nye Uniform

1030 Scribner Ave. Grand Rapids, MI 49504

Phone: (616) 459-5065 Fax: (616) 459-4364

www.nyeuniform.com



Healthwear, Industrial, Career Apparel, Postal, Public Safety & Security

Nye Uniform Addendum To Bid Fire Uniform Clothing

- Blouse Coat Extras:
 - 1 Row of Vellum per coat \$24.99
 - 2 Rows of Vellum per coat \$34.99
 - 3 Rows of Vellum per coat \$44.99
 - 4 Rows of Vellum per coat \$54.99
 - 5 Rows of Vellum per coat \$64.99
- Blouse Coat Extras:
 - Maltese cross for years of service \$1.99 per cross
- 1 ¾ Garrison belt in Basketweave \$32.99

1030 Scribner Ave Grand Rapids, MI 49504

Phone: (616) 459-5065 Fax: (616) 459-4364

www.nyeuniform.com

ORDINANCE NO. 17-25

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF THE CITY OF WYOMING BY ADDING SUBSECTION (148) TO REZONE 138 36th STREET SW FROM R-4 RESIDENTIAL DISTRICT TO B-2 GENERAL BUSINESS DISTRICT

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (148) to read as follows:

- (148) (a) To rezone the following described property at 138 36th St SW (parcel number 41-17-24-226-002) from R-4 Residential District to B-2 General Business District:

PARCEL NUMBER (41-17-24-226-002), AS SURVEYED:

LOCATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN

LOT 3 EXCEPT THE WEST 38 FEET THEREOF AND LOT 4 OF HOME BUILDERS PARK PLAT, CITY OF WYOMING, KENT COUNTY, MICHIGAN, AS RECORDED IN LIBER 28 OF PLATS, PAGE 1.

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. 17-25

Introduced: 12.01.25

Adopted: _____

CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7285 | wyomingmi.gov

November 19, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for a rezoning from R-4 Residential District to B-2 General Business District at
138 36th St SW (Section 24) (Jason Berris, A.G.O.).

Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on November 18, 2025. At the meeting, staff recommended approval of the rezoning request, and a motion was made by Weller, supported by Zapata, to recommend that City Council approve the proposed rezoning. The motion passed unanimously.

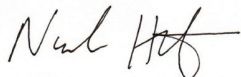
A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following, please find some general information.

The applicant proposed to rezone this parcel to B-2 General Business District in order to redevelop the site. The applicant intends to demolish the existing building on the site and merge the parcel with the existing B-2 parcels to the west. The developer will then merge this parcel with the parcels to the west and redevelop the site with a new gas station.

During the public hearing, there were no public comments.

If approved for the proposed rezoning, the property owner would need to submit a lot combination application, as well as a formal site plan, prior to any new development of the site.

Respectfully submitted,



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

Cc: John Shay, City Manager

Blair explained that the code currently allows for wall signs on the street-facing side of buildings only. With the amendments, the updated code would allow a wall sign on the expressway-facing side of building if substituted for the property's allowed expressway pole sign.

Hofert said staff is noticing more operators wanting to go with an expressway-facing wall sign rather than an expressway pole sign because of a difference in cost.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 4

Request for a rezoning from R-4 Residential District to B-2 General Business District at 138 36th St SW (Section 24) (Jason Berris, A.G.O.)

Blair said the applicant proposes rezoning the property at 138 36th Street SW to B-2 General Business district from its current residentially zoned status. This property is adjacent to B-2 zoned property that connects with other same-zoned properties across the intersection of 36th Street SW and Buchanan Avenue SW. This is the first step in a multi-step process to combine this property with the adjacent corner property for redevelopment. The applicant plans to demolish existing structures and redevelop the site, expanding and continuing the gasoline station use.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(a) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Mixed Use, which calls for commercial, residential, office, and industrial uses arranged either vertically or horizontally. A rezoning to a business district would allow for additional commercial activity in an area that has seen recent commercial and industrial investments alongside the adjacent residential uses. This aligns with the vision of the Master Plan to bring create local neighborhoods sustained by nearby commercial offerings.

(b) *Compatibility of the allowed uses with existing and future land uses;*

Redevelopment of this site would follow a similar pattern of nearby developments, meeting all setback, screening, and landscaping requirements of the code. The future land use for this site is Mixed Use, which desires integration of nearby commercial, industrial and residential uses in a node. This rezoning allows for further compatibility with recent developments in this growing commercial node, which meets the intention of the Mixed Use future land use.

- (c) *Capability of the property to be served by public services;*
The property is currently served by public services and utilities.
- (d) *Ability of the property to be used as currently zoned; and*
R-4 Residential District, the current zoning district for this property, allows for multi-family development and limited commercial uses like offices or clinics. Considering the size of the parcel, it is unlikely to redevelop into multi-family apartments or townhomes without being combined with numerous other adjacent parcels. While the property can technically be used as an existing single-family housing unit within its current district, this does not take full advantage of available uses and limits the development potential of the commercial corridor that has recently grown along 36th Street SW.
- (e) *Appropriateness of all uses allowed within the proposed district at the property location.*
All B-2 use types are considered appropriate at this location, adjacent to other B-2 uses. This zoning district allows for uses typically found along commercial corridors throughout Wyoming and within reach of nearby residential and industrial activities. The 36th Street commercial corridor is one that has seen significant investment and growth in recent years through both commercial and industrial expansion. As is typical in the code, many commercial activities have additional requirements for uses like gas stations to ensure future projects align with the existing development pattern.

STAFF COMMENTS

- (a) *Dimensional Standards*
The property meets lot area minimum of 6,500 sq. ft. but fails to meet lot width requirement of 65 ft. This rezoning is the first step in the redevelopment process to combine this parcel with the adjacent parcel, and the parcels could not be combined before the zoning districts match. Once combined, these parcels will meet all dimensional standards for B-2 General Business District. It should be noted that the property currently does not meet either the minimum lot area or lot width of its current R-4 zoning district.
- (b) *Location*
The parcel's location is adjacent to other properties zoned B-2 General Business District. Located near US-131 and Division Avenue S, recent nearby developments include Corewell Health, Benteler Automotive, and Gelock Heavy Movers, and the Godwin Mercado. All projects combine for hundreds of millions of dollars of investment nearby. Through this investment and any related job creation, the commercial development for this property can be supported.
- (c) *Process*
The Planning Commission is only considering the rezoning of this parcel. The rezoning will receive two readings at City Council. If submitting site plans for redevelopment as a

gasoline station, the applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- November 18 – Planning Commission considers rezoning request.
- December 1 – City Council hears the first reading of the rezoning request.
- January 5 – City Council hears the second reading of the rezoning request.

Blair said the Development Review Team recommends the Planning Commission grant the B-2 rezoning request at 138 36th Street SW and recommend the same to City Council.

Micele opened the public hearing at 8:05 PM. There was no public comment, and the hearing was closed.

Steve Witte, 217 Grandville Ave SW, Suite 302, spoke to commissioners and explained that AGO is the owner of the two lots next to the lot in question and the future plan was to combine the lots and redevelop the gas station and that includes the demolition and rebuild of the existing building. Witte stated the plan was to be back in front of Planning Commission in January to hopefully break ground in the spring.

A motion was made by Weller, supported by Zapata to grant the B-2 rezoning request, and recommend the same to City Council.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 5

Request for a preliminary plat tentative approval at 3738 52nd St SW (Section 25) (Paramount Development Corporation, Virginia L Salmon Trust)

Blair said the applicant is requesting to develop an existing single-family lot into a new mixed-type residential subdivision. The northern portion of the site will be developed – in 2 phases – into a series of 23 townhome buildings, containing 124 units. However, the west and southern portions of the site will be developed – in 2 phases – to include 81 platted parcels. Phase 1, which is currently proposed, will include 36 platted lots; 19 50-foot lots along “Bonvale Street”, connected to the townhome development, and 17 70-foot lots along “Vernes View Drive”, connected to the existing Clarey Dr. subdivision. The 50-foot lots will be served by a new public road, while the 70-foot lots will be served by a new public cul-de-sac road, extended from Clarey Dr. Both sets of platted lots will be served by public utilities.

Blair said the platting of property is a three-step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation, and street layout, with preliminary engineering.

APPLICATION FOR DEVELOPMENT PLAN REVIEW

Proposed Request

<input type="checkbox"/> Construction of a new building	<input checked="" type="checkbox"/> Rezoning
<input type="checkbox"/> Expansion of an existing building	<input type="checkbox"/> Special Use
<input type="checkbox"/> New/Expanded Multifamily Development	<input type="checkbox"/> Site Condominium Plan
<input type="checkbox"/> PUD Overall Development Plan/Amendment	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Other (describe) _____	

Site and Project Information

Project Name: 138 36th Street Rezone

Site Address(es): 138 36th Street, SW

Parcel Number(s): 41-17-4-226-002

Total Site Area: 7,470 sf Existing Bldg. Coverage: 1,260 sf Proposed Bldg. Coverage: TBD

Current Use of Site/Building: Residential

Proposed Use of Site/Building: Redevelopment of Gas Station to the West

Current Zoning District: R-4 Proposed Zoning District: B-2

Proposed Number of Units: 1 Proposed Number of Total Parking Spaces: TBD

Estimated Project Cost: TBD Projected Number of Jobs Created: TBD

Mandatory Pre-Application Meeting Date Completed on: _____

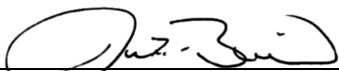
Waiver(s) Requested: Yes No

Applicant and Preparer of Development Plan

Applicant: <u>Jason Berris / A.G.O.</u>	Preparer/Firm: <u>Steve Witte / Nederveld, Inc.</u>
Address: <u>440 West Division; PO Box 247</u> <u>Sparta, MI 49345</u>	Address: <u>217 Cesar E. Chavez Ave, SW</u> <u>Suite 302, Grand Rapids, MI 49503</u>
Email: <u>j.berris@americango.biz</u>	Email: <u>switte@nederveld.com</u>
Phone: <u>(616) 887-0956</u>	Phone: <u>(616) 292-5953</u>

Property Owner

Name: <u>Will be: Jason and Linda Berris/AGO</u>	Address: <u>440 West Division, PO Box 247</u>
Phone: <u>(616) 887-0956</u>	<u>Sparta, MI 49345</u>

Signature: 

REZONE

138 – 36th Street, SW

(for American Gas and Oil)

Project Overview:

American Gas & Oil (A.G.O.) has a purchase agreement in place to purchase the property located at 138 – 36th Street, SW.

A.G.O. (through Linda Berris Trust) owns the adjacent properties located at 150 36th Street, SW and 3636 Buchanan Avenue, SW. There is an existing gas station on 150 36th Street, and there is an existing auto shop/building on 3636 Buchanan Avenue, SW. A.G.O. is a locally owned business, and they have owned the property and gas station for many, many years (since the '80's).

A.G.O. is requesting 138 – 36th Street be rezoned from R-4 to B-2, in order to include this property in the redevelopment/reconstruction of the gas station. It is envisioned that the overall project will include the demolition of the buildings on all three properties and the construction of a new, single gas station building and related site improvements. The three properties would be combined in to a single property as part of the proposed overall project. Pending rezone of the 138 36th Street property to B-2, a site plan set for the redevelopment will be submitted for review and approval. This will allow A.G.O. to redevelop and improve the overall site/area to bring it more in line with today's standards and improve the function and aesthetics of the site. It is our understanding that we need to first go through the rezone process before we are allowed to submit for the site plan/special land use for the redevelopment of the property.

The above being said, please note the following regarding the rezone request:

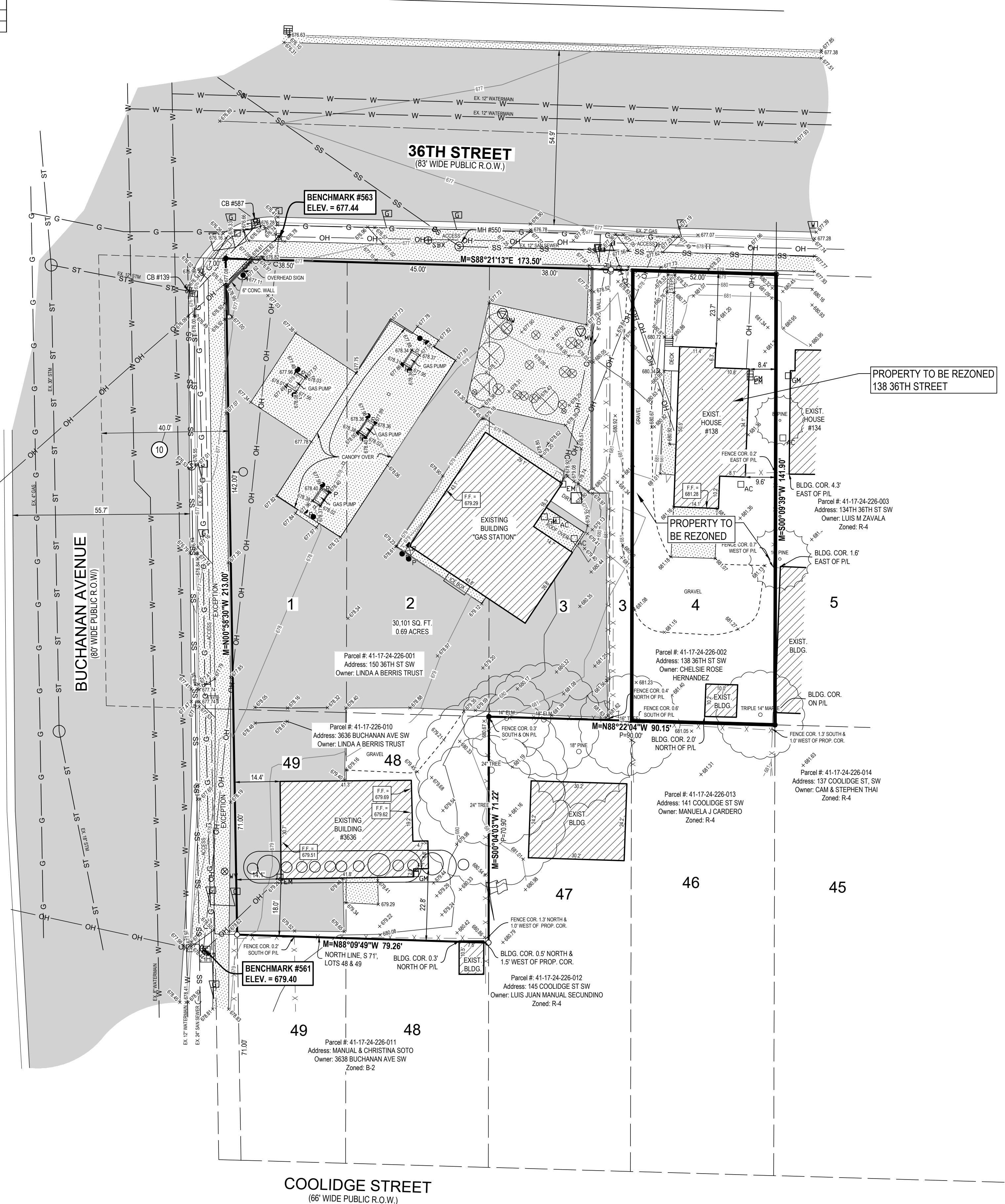
- 1). Both 36th and Buchanan are very busy roadways, which lends itself to commercial uses.
- 2). The property to be rezoned is directly adjacent to the B-2 district, and the property will be purchased by the adjacent B-2 land owner and combined in to one property.
- 3). The rezone will not result in an additional business/use in the area. Pending the rezone, the adjacent gas station will be demolished and reconstructed/redeveloped in to a much more attractive single site and business, with better traffic flow/safety, a more attractive building, and additional landscaping and other site improvements. The redevelopment of the gas station will include the 138 36th Street property.
- 4). The applicant is the adjacent gas station owner, which is a local business that has owned the gas station for many years. They desire to make a substantial investment in the property and improve their site.

STRUCTURE INFORMATION

#	Structure Type	DIA	Rim Elevation	Generic Notes	Size/Type/Direction	Invert Elevation	Notes
139	Catch Basin	-	675.92	-	12" CONC (NE)	671.13	-
					12" CONC (W)	671.08	-
					12" CONC (WNW)	672.18	TOP OF PIPE
					12" CONC (S)	672.58	TOP OF PIPE
550	Sanitary Sewer Manhole	5	677.10	-	12" CLAY (W)	663.89	-
					12" CLAY (E)	663.79	-
587	Catch Basin	-	676.17	-	12" CONC (SW)	672.55	WATER

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

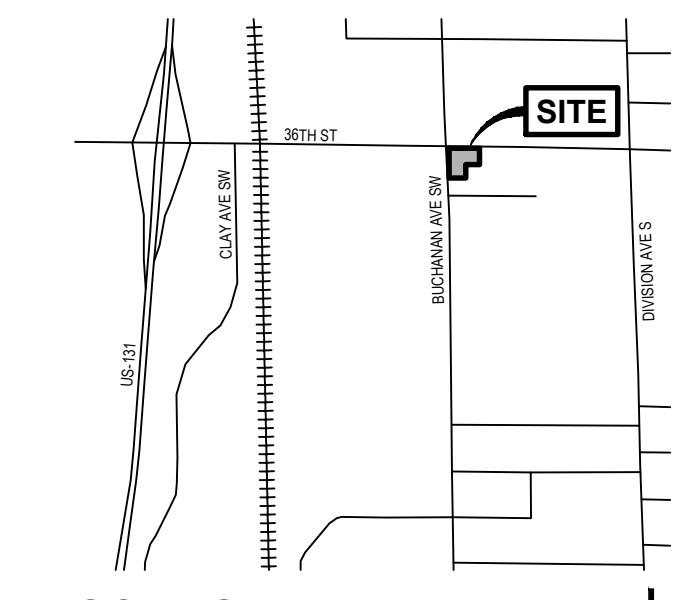
NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLAN" WERE OBTAINED FROM AVAILABLE "AS-BUILT" RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.



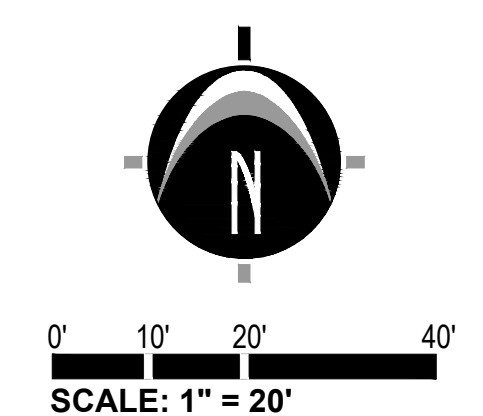
BENCHMARKS

BENCHMARK #561 ELEV. = 679.40 (NAVD83)
Set cement nail in Northwest side of power pole. Located 6'± East of the East edge of asphalt of Buchanan Avenue & 22'± South of the South line of existing building #936.

BENCHMARK #563 ELEV. = 677.44 (NAVD83)
Set spirit level in South side of power pole. Located 22'± East of the East edge of asphalt of Buchanan Avenue & 7'± South of the South edge of asphalt of 36th Street.



LOCATION MAP
NOT TO SCALE



LEGEND

- AC Air Conditioning
- ▢ Catch Basin - Square
- △ Control Point/ Benchmark
- Cable Riser
- Deciduous Tree
- Evergreen Tree
- EM Electric Meter
- GM Gas Meter
- Guy Anchor
- Handhole
- Iron-Found
- Iron-Set
- MB Mailbox
- Miss Dg Flag - Electric
- Miss Dg Flag - Gas
- Miss Dg Flag - Water
- ⊙ Manhole

GENERAL NOTES

- CURRENT ZONING OF 138 36TH STREET PROPERTY: R-4 RESIDENTIAL
R-4 ZONING REQUIREMENTS:
MINIMUM LOT AREA = 43,500 SF
MINIMUM LOT WIDTH = 120 FT
MAXIMUM ALLOWED BUILDING HEIGHT = 35 FT
MAXIMUM ALLOWED BUILDING COVERAGE = 40%
MINIMUM ALLOWED BUILDING SETBACKS:
FRONT YARD = 35 FT
SIDE YARD = 20 FT
REAR YARD = 35 FT
- PROPOSED ZONING OF 138 36TH STREET PROPERTY: B-2 COMMERCIAL
B-2 ZONING REQUIREMENTS:
MINIMUM LOT AREA = 5,500 SF
MINIMUM LOT WIDTH = 65 FT
MAXIMUM ALLOWED BUILDING HEIGHT = 35 FT
MAXIMUM ALLOWED BUILDING COVERAGE = 60%
MINIMUM ALLOWED BUILDING SETBACKS:
FRONT YARD = 25 FT
SIDE YARD = 20 FT (ABUTTING RESIDENTIAL)
REAR YARD = 30 FT
- SUMMARY OF LAND USE:
A) TOTAL ACRES OF 138 36TH STREET = 6.411 SF +/- (0.15 ACRES +/-) (EXCLUDING ROAD R.O.W.)
B) ZONING OF SURROUNDING PARCELS
NORTH = R-2
EAST AND SOUTH = R-4
WEST = B-2
- THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD PLAIN, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS.
- THE PERMANENT PARCEL NUMBER FOR THE SITE IS 41-17-24-226-002.
THE ADDRESS FOR THE SITE IS 138 - 36TH STREET.

LEGAL DESCRIPTION FOR REZONE

Parcel Number: 41-17-24-226-002
Property Address: 138 36TH ST SW
Legal Description:
Located in the City of Wyoming, County of Kent, State of Michigan
Lot 3 except the West 38 feet thereof and Lot 4 of Home Builders Park Plat, City of Wyoming, Kent County, Michigan, as recorded in Liber 28 of Plats, Page 1.
(Transnation Title Agency of Michigan Lakeshore Division Commitment No. 471644LKS, dated September 10, 2025)

SURVEYOR'S NOTES

- ALTA TABLE "A" ITEM NO. 3 - Flood Zone Classification: An examination of the National Flood Insurance Program's Flood Insurance Rate Map for Community Number 260111, Map Number 2601(C0416), with an Effective Date of 02.23.2023 (NOT PRINTED), shows this parcel to be located in Zone X (Area of Minimal Flood Hazard) (subject to map scale uncertainty).
- ALTA TABLE "A" ITEM NO. 4 - Gross Land Area: 30,101 Square Feet / 0.69 Acres
- Note to the client, insurer, and lender - With regard to Table A, Item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
- NOTE TO CONTRACTORS: 3 (THREE) WORKING DAYS BEFORE YOU DIG, CALL MISS DIG AT TOLL FREE 1-800-482-7171 FOR UTILITY LOCATIONS ON THE GROUND.

www.nederveld.com
800.222.1868

GRAND RAPIDS
217 Grandville Ave., Suite 302
Grand Rapids, MI 49503
Phone: 616.575.5190

ANN ARBOR
3037 Miller Rd.
Ann Arbor, MI 48103
Phone: 734.929.6963

HOLLAND
730 Chicago Dr.
Holland, MI 49423
Phone: 616.393.0449

PREPARED FOR:
American Gas & Oil, Inc.
Attention: Jason Berris

440 West Division
Sparta, MI 49345
Phone: 616.887.0956

REVISIONS:

Title: Preliminary Plan
Drawn: SW Checked: SW Date: 10/10/2025

CITGO - 36TH BUCHANAN

Rezone Plan - 138 36th Street
150 36th Street, SE
PART OF THE NORTHEAST 1/4 OF SECTION 24, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

SEAL:

PROJECT NO:
24401533

SHEET NO:
C-200

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 4

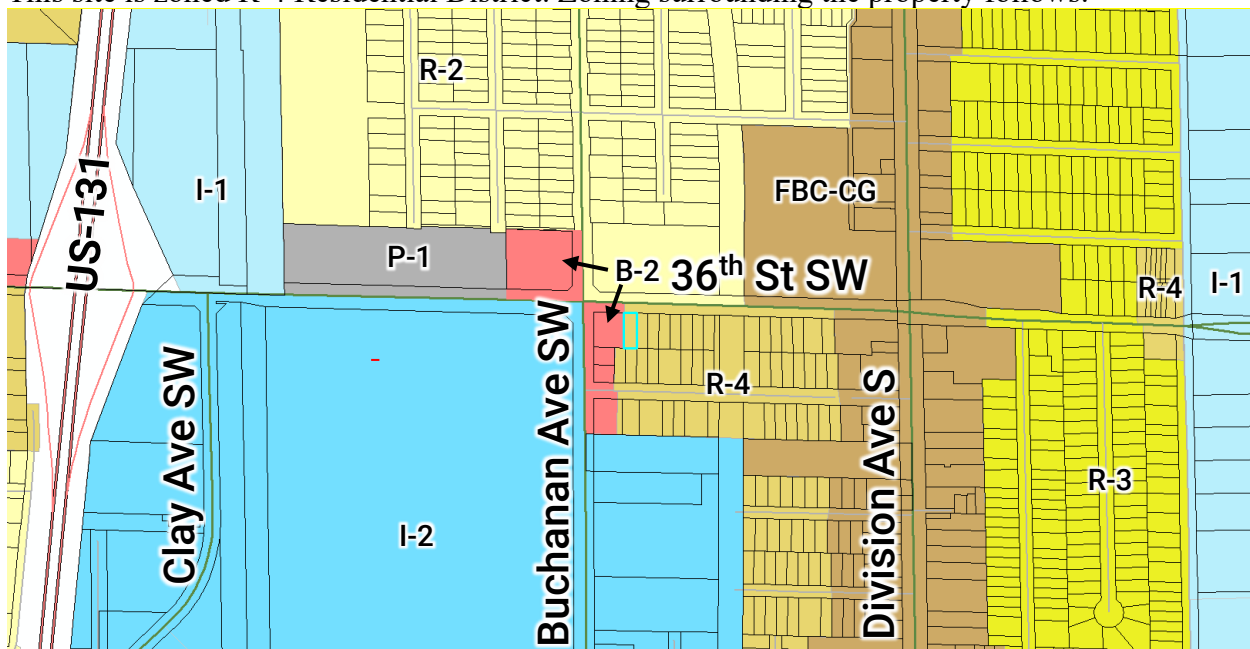
DATE DISTRIBUTED: November 10, 2025
PLANNING COMMISSION DATE: November 18, 2025
ACTION REQUESTED: Request for Rezoning from R-4 Residential District to B-2 General Business District
REQUESTED BY: Jason Berris, A.G.O
REPORT PREPARED BY: Colton Hyble, Planner I

GENERAL LOCATION DESCRIPTION:

The property is located at 138 36th Street SW. The property is approximately 0.17 acres and is located along 36th Street SW, southwest of the intersection of 36th Street SW and Buchanan Avenue SW.

EXISTING ZONING CHARACTERISTICS:

This site is zoned R-4 Residential District. Zoning surrounding the property follows:



North: R-2 Residential District
South: R-4 Residential District, B-2 General Business District, I-2 General Industrial District
East: R-4 Residential District, FBC Form Based Code: Corridor General, R-3 Residential District, I-1 Light Industrial District
West: B-2 General Business District, P-1 Vehicular Parking District, I-2 General Industrial District, I-1 Light Industrial District

EXISTING LAND USE:

The site currently has one building within the 0.17 acre parcel. Uses surrounding the site are the following:



- North: Residential – Education, Single Family, Place of Worship, Commercial – Personal Services, Retail
- South: Residential – Single Family, Commercial – Contactor, Retail, Personal Services, Industrial – Manufacturing, Warehouse, Automotive Repair, Trucking
- East: Residential – Single Family, Interurban Trail, Education, Commercial – Personal Services, Restaurant, Retail, Grocery
- West: Commercial – Gasoline Station, Credit Union, Marketplace, Industrial – Manufacturing, Distribution

PROJECT INFORMATION:

The applicant proposes rezoning the property at 138 36th Street SW to B-2 General Business district from its current residentially zoned status. This property is adjacent to B-2 zoned property that connects with other same-zoned properties across the intersection of 36th Street SW and Buchanan Avenue SW. This is the first step in a multi-step process to combine this property with the adjacent corner property for redevelopment. The applicant plans to demolish existing structures and redevelop the site, expanding and continuing the gasoline station use.

R-4 Residential District, the current zoning district for this property, allows for multi-family development and limited commercial uses like offices or clinics. Considering the size of the parcel, it is unlikely to redevelop into multi-family apartments or townhomes without being combined with numerous other adjacent parcels. While the property can technically be used as an existing single-family housing unit within its current district, this does not take full advantage of available uses and limits the development potential of the commercial corridor that has recently grown along 36th Street SW.

- (e) *Appropriateness of all uses allowed within the proposed district at the property location.* All B-2 use types are considered appropriate at this location, adjacent to other B-2 uses. This zoning district allows for uses typically found along commercial corridors throughout Wyoming and within reach of nearby residential and industrial activities. The 36th Street commercial corridor is one that has seen significant investment and growth in recent years through both commercial and industrial expansion. As is typical in the code, many commercial activities have additional requirements for uses like gas stations to ensure future projects align with the existing development pattern.

STAFF COMMENTS

(A) Dimensional Standards

The property meets lot area minimum of 6,500 sq. ft. but fails to meet lot width requirement of 65 ft. This rezoning is the first step in the redevelopment process to combine this parcel with the adjacent parcel, and the parcels could not be combined before the zoning districts match. Once combined, these parcels will meet all dimensional standards for B-2 General Business District. It should be noted that the property currently does not meet either the minimum lot area or lot width of its current R-4 zoning district.

(B) Location

The parcel's location is adjacent to other properties zoned B-2 General Business District. Located near US-131 and Division Avenue S, recent nearby developments include Corewell Health, Benteler Automotive, and Gelock Heavy Movers, and the Godwin Mercado. All projects combine for hundreds of millions of dollars of investment nearby. Through this investment and any related job creation, the commercial development for this property can be supported.

(C) Process

The Planning Commission is only considering the rezoning of this parcel. The rezoning will receive two readings at City Council. If submitting site plans for redevelopment as a gasoline station, the applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- November 18 – Planning Commission considers rezoning request.
- December 1 – City Council hears the first reading of the rezoning request.
- January 5 – City Council hears the second reading of the rezoning request.

CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

This rezoning allows for expanded commercial opportunities in this budding commercial node within the City of Wyoming. Adjacent to a variety of uses, the principle of economic strength is evident by providing commercial stability and expanded commercial activity in an area that has seen millions of dollars of investments within recent years.

PLANNING COMMISSION ACTION:

The Development Review Team recommends the Planning Commission grant the B-2 rezoning request at 138 36th Street SW and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community and Economic Development

ORDINANCE NO. 18-25

ORDINANCE TO AMEND ZONING CODE SECTIONS 90-206 “DEFINITIONS – F”, 90-708
“SPECIFIC SIGN REQUIREMENTS; NONRESIDENTIAL DISTRICTS”

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 2, 90-206 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-206. – Definitions “F”

Façade: The exterior wall of a building exposed to public view.

Family: Family means either of the following:

- 1) A domestic family which is one or more persons living together and related by the bonds of blood, marriage or adoption, together with caretaker of the principal occupants and not more than one additional unrelated person, with all of such individuals being domiciled together as a single, domestic housekeeping unit in a dwelling.
- 2) The functional equivalent of the domestic family which is six or fewer persons living together in a dwelling unit whose relationship is of a regular, permanent and distinct character or has a demonstrable and recognizable bond which renders the persons a cohesive unit. All persons must be cooking and otherwise operating as a single housekeeping unit.
- 3) This definition shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization or group where the common living arrangement and/or the basis for the establishment of the functional equivalency of the domestic family is likely or contemplated to exist for a limited or temporary duration.

Fence:

- 1) *Decorative/ornamental fence:* A fence, ornamental in nature, that is more than 50 percent open to the free passage of air and light, not intended to provide a barrier to passage or for screening, including, but not limited to: picket fences, wrought iron fences, and split rail fences. Decorative fencing does not include chain link or privacy fencing and may not be used as pool, protective or security fencing.
- 2) *Fence:* An artificially constructed barrier of wood, masonry, stone, wire, metal, plastic or any other manufactured material or combination of materials, used to prevent or control entrance, confine within, or mark a boundary.
- 3) *Privacy fence:* A fence or wall that is designed to be used as a visual barrier to inhibit or prevent observation of an area and which is less than 50 percent open to the free passage of air and light.

Fill, filling: The deposit or dumping of any matter onto or into the ground, except for common household gardening, farming and general ground care.

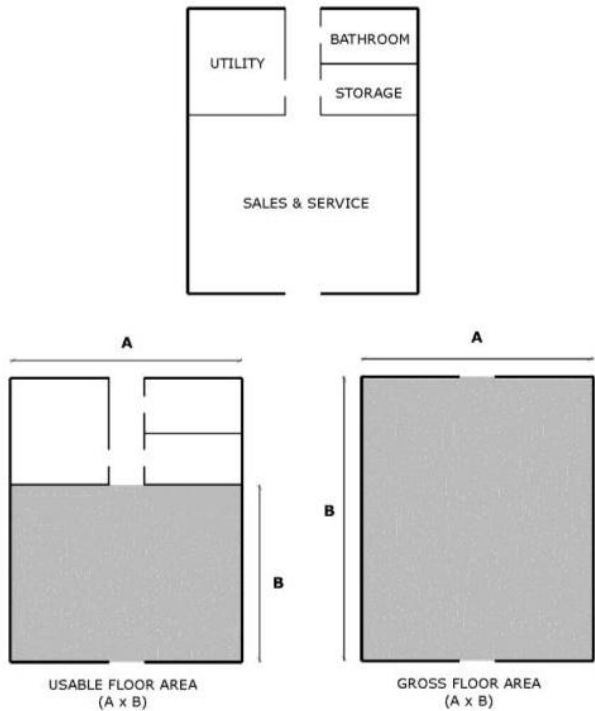
Floor area:

- 1) *Gross floor area (GFA):* The area within the perimeter of the outside walls of the building

under consideration, without deduction for hallways, stairs, closets/storage rooms, thickness of walls, columns, or other features.

- 2) *Residential floor area:* For the purposes of computing the minimum allowable floor area in a residential dwelling unit, the sum of the horizontal areas of each story of the building shall be measured from the exterior faces of the exterior wall. The floor area measurement is exclusive of areas of basements, unfinished attics, attached garages, breezeways, and enclosed or unenclosed porches.
- 3) *Usable floor area (UFA):* That area used for or intended to be used for the sale of merchandise or services, or for use to serve patrons, clients or customers. Floor area which is used or intended to be used principally for the storage of merchandise, or areas such as hallways, stairways, elevator shafts, space for utilities or sanitary facilities, shall be excluded from this computation of UFA. Measurement of UFA shall be the sum of the horizontal areas of the several floors of the building, measured from the exterior faces of the exterior walls. When a detailed floor plan is not available, a factor of 80 percent shall be used to estimate the useable floor area for purposes of calculating parking requirements and other standards based on useable floor area. Figure 90-206-1.

FLOOR AREA



Frontage: The length of the property line that faces and has access to a public street. Property lines that run adjacent to freeways, interstates, or expressways are not considered frontage.

Section 2. That Chapter 90, Article 7, 90-708 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-708 – Specific sign requirements; nonresidential districts

(1) Permitted sign types.

- (a) Permanent signs. Each lot or use shall be permitted primary and secondary signs as listed in Tables 90-708 and 90-708-2. A sign permit is required for all permanent signs.
- (b) Temporary signs: See Table 90-708-4. A permit shall be required for temporary signs. Temporary signs may not be illuminated.
- (c) Window signs: See Table 90-708-2.

(2) Specific sign requirements.

(a) Wall signs.

1. Single Tenant Building:

- a. One wall sign per principal building, occupied by one tenant, shall be permitted facing the front yard per street frontage on each parcel.

2. Multitenant building or shopping center:

- a. One wall sign shall be permitted for each tenant having an individual means of public access and shall be placed on the tenant's entry wall space.
- b. Tenants occupying a corner space in a multitenant structure shall be permitted to have one sign on each of their wall frontages.
- c. Where several tenants share a common entrance in a multitenant structure, only one wall sign shall be permitted, with the total permitted sign area being allocated among the tenants.

(b) Awning signs. An awning sign may be provided in lieu of a wall sign. The area of an awning sign shall be considered as part of the permitted area for wall signs as shown in Table 90-708.

(c) Sloping roof signs. A sloping roof sign may be provided in lieu of an awning or wall sign. The area of a sloping roof sign shall be the same as the permitted area for wall signs as shown in Table 90-708.

(d) Directional signs. Directional signs are permitted as necessary to direct the public to entrances and exits, parking areas and activity areas, as approved on the required site plan. A freestanding directional sign shall not be located within the clear vision area.

(e) Marquees. For the purposes of this article, any fascia of a marquee shall be considered a wall, and any sign affixed to a marquee shall be subject to the requirements for wall signs.

(f) Moving image signs and time and temperature signs.

- 1. Except as otherwise permitted in this article, a moving image sign or time and temperature sign shall be permitted only as a secondary sign, subject to the limitation in Table 90-708-2.
- 2. Message changes may occur no less than seven seconds apart. The methods of change shall be limited to instantaneous, roll, splice, unveil, venetian, zoom and

fade, as interpreted by the chief building official. Messages or images that scroll across the sign shall not be permitted.

3. Messages may not advertise off-site locations, events or products.

(g) Off-premises advertising signs. Off-premises advertising signs (billboards) shall only be permitted as outlined in section 90-709.

(3) Permanent sign requirements. Each use shall be permitted the primary and secondary signs as provided in Tables 90-708 and 90-708-2.

TABLE 90-708: PRIMARY SIGN REQUIREMENTS - NONRESIDENTIAL DISTRICTS								
Sign Type and Requirement (P = Permitted NP = Not Permitted)		Zoning District						
		B-1	B-2	B-3	RO-1	I-1	I-2	I-3
Wall, Awning, and Sloping Roof Signs	Wall Sign	P	P	P	P	P	P	P
	Awning Sign	P	P	P	P	P	P	P
	Sloping Roof Sign	P	P	P	P	P	P	P
Maximum Number (for each frontage per tenant or use)		1	1	1	1	1	1	1
		No more than 1 wall sign, OR 1 awning sign, OR 1 sloping roof sign for each frontage for each tenant wall area served.						
Maximum Total Area Per Use (whichever is less)	Percent of Wall area to which sign is attached	15%	15%	15%	10%	5%	5%	5%
	Area Square Feet Max.	150	150	150	150	100	100	100
Maximum Height per sign		No wall, awning or sloping roof sign shall extend above the wall, roof line, or fascia upon which [it] is attached. A sloping roof sign shall not extend above the roof line.						
Note: If an awning sign is internally illuminated, the entire area of the awning shall be considered a sign.								

Sign Type and Requirement (P = Permitted NP = Not Permitted)		Zoning District						
		B-1	B-2	B-3	RO-1	I-1	I-2	I-3
Pole and Ground Signs	Pole Sign	P	P	P	P	P(2)	P	NP
	Ground Sign	P	P	P	P	P	P	P
Maximum Number (per lot or frontage)		1	1	1	1	1	1	1
		Multiple frontage corner lots are permitted 1 sign per street frontage; total aggregate sign area of all pole signs shall not exceed 120% of area requirements. No more than 1 pole sign OR 1 ground sign per lot or frontage as permitted above.						
Maximum Area (square feet)	Pole Sign (3)	100	100	100	100	100	100	100
	Ground Sign (4)	75	75	75	60	75	75	75
Maximum Height (feet)	Pole Sign (3)	30	30	30	20	30	30	NP
	Ground Sign (4)	12	12	12	12	12	12	12
Setback from property lines (feet)	Pole Sign (3)	0	0	0	0	0	0	NP
	Ground Sign (4)	5	5	5	5	5	5	5

Sign Type and Requirement (P = Permitted NP = Not Permitted)	Zoning District						
	B-1	B-2	B-3	RO-1	I-1	I-2	I-3
Expressway Business Pole Sign	NP	P	P	NP	P	P	P
Expressway Business Pole Signs shall be permitted only for those businesses abutting an expressway or freeway right-of-way.							
Maximum Number per lot(6)	NP	1	1	NP	1	1	1
Maximum Area (square feet)	NP	300	300	NP	300	300	300
Minimum Height (feet) if sign area exceeds 100 square feet	NP	60	60	NP	60	60	60
Maximum Height (feet)	NP	90	90	NP	90	90	90
Location Requirements	The base of the sign shall not be located behind the building containing the use advertised within a required front or secondary front yard. The sign shall be set back at least 100 feet from any residentially zoned property.						
(2) Pole signs shall not be permitted within industrial parks. Pole signs shall not be permitted within industrial parks.							
(3) If the lot frontage along any one street exceeds 150 feet, additional display area may be added to a pole sign located along that street at a ratio of one square foot for each two feet of property frontage in excess of 150 feet, up to a maximum area of 200 square feet.							
(4) The area of the ground sign may be increased to 100 square feet, if identifying a multitenant building or use.							
(5) Pole signs shall have 8 feet of clearance to the ground.							
(6) A wall sign facing an expressway may be substituted for a parcel's Expressway Business Pole Sign at the discretion of the City Planner.							

Section 3. 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 4. 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

Ordinance No. 18-25
Introduced: 12.01.25
Adopted: _____

CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7285 | wyomingmi.gov

November 19, 2025

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to amend Zoning Code Sections 90-206 "Definitions F", 90-708
"Specific Sign Requirements, Nonresidential Districts".

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 November 18, 2025. At the meeting, a motion was made by LaPlaca, supported by Gilreath-Watts, 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.

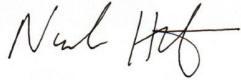
From time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document.

These proposed amendments are focused on eliminating uncertainty within the sign code regarding the definition of "Street Frontage," while also providing more opportunities for highway-adjacent properties to advertise their businesses. This includes the revision of the definition of "Street Frontage," as well as updates to elements of the Sign Code, specifically regarding "Wall Signs" and "Expressway Pole Signs".

These changes will provide clarity for which face of a building a Wall Sign would be allowed on, as well as the number of Wall Signs allowed per property. This also would give property owners along expressways and interstates more freedom in choice as to how to provide advertising and identification for their respective businesses.

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 written in a cursive style with a long horizontal stroke at the end.

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

Cc: John Shay, City Manager

Weller said this was a good use for the property because a business would cause more traffic during the week and evenings and a church shouldn't cause that much traffic.

A vote on the motion passed unanimously.

A motion was made by Gilreath-Watts, supported by Lamer to approve the site plan for 4445 Division Ave S, subject to conditions 1-3.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request to amend Zoning Code Sections 90-206 "Definitions F", 90-708 "Specific Sign Requirements, Nonresidential Districts" (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 proposed amendments are focused on the eliminating uncertainty within the sign code regarding the definition of "Street Frontage", while also providing more opportunities for highway-adjacent properties to advertise their businesses.

PURPOSE FOR ZONING ORDINANCE AMENDMENTS:

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

Wall Sign Clarity Along Freeways. (Sections 90-206, 90-708)

These changes update an existing definition of frontage to specify that property along freeways, interstates, or expressways are not considered frontage. This is in tandem with a change to the regulations regarding wall signs, which specifies that a permitted Wall Sign must face the street frontage. Additionally, a third change allows for Wall Signs to face an interstate or expressway if substituted for a permitted Expressway Pole Sign.

Blair said The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-206 "Definitions F", 90-708 "Specific Sign Requirements, Nonresidential Districts" and recommend the same to City Council.

Micele opened the Public Hearing at 7:55PM. There was no public comment, and the hearing was closed.

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

Weller asked for clarification on the amendments.

Blair explained that the code currently allows for wall signs on the street-facing side of buildings only. With the amendments, the updated code would allow a wall sign on the expressway-facing side of building if substituted for the property's allowed expressway pole sign.

Hofert said staff is noticing more operators wanting to go with an expressway-facing wall sign rather than an expressway pole sign because of a difference in cost.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 4

Request for a rezoning from R-4 Residential District to B-2 General Business District at 138 36th St SW (Section 24) (Jason Berris, A.G.O.)

Blair said the applicant proposes rezoning the property at 138 36th Street SW to B-2 General Business district from its current residentially zoned status. This property is adjacent to B-2 zoned property that connects with other same-zoned properties across the intersection of 36th Street SW and Buchanan Avenue SW. This is the first step in a multi-step process to combine this property with the adjacent corner property for redevelopment. The applicant plans to demolish existing structures and redevelop the site, expanding and continuing the gasoline station use.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

(a) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Mixed Use, which calls for commercial, residential, office, and industrial uses arranged either vertically or horizontally. A rezoning to a business district would allow for additional commercial activity in an area that has seen recent commercial and industrial investments alongside the adjacent residential uses. This aligns with the vision of the Master Plan to bring create local neighborhoods sustained by nearby commercial offerings.

(b) *Compatibility of the allowed uses with existing and future land uses;*

Redevelopment of this site would follow a similar pattern of nearby developments, meeting all setback, screening, and landscaping requirements of the code. The future land use for this site is Mixed Use, which desires integration of nearby commercial, industrial and residential uses in a node. This rezoning allows for further compatibility with recent developments in this growing commercial node, which meets the intention of the Mixed Use future land use.

Sec. 90-206. – Definitions “F”

Façade: The exterior wall of a building exposed to public view.

Family: Family means either of the following:

- 1) A domestic family which is one or more persons living together and related by the bonds of blood, marriage or adoption, together with caretaker of the principal occupants and not more than one additional unrelated person, with all of such individuals being domiciled together as a single, domestic housekeeping unit in a dwelling.
- 2) The functional equivalent of the domestic family which is six or fewer persons living together in a dwelling unit whose relationship is of a regular, permanent and distinct character or has a demonstrable and recognizable bond which renders the persons a cohesive unit. All persons must be cooking and otherwise operating as a single housekeeping unit.
- 3) This definition shall not include any society, club, fraternity, sorority, association, lodge, coterie, organization or group where the common living arrangement and/or the basis for the establishment of the functional equivalency of the domestic family is likely or contemplated to exist for a limited or temporary duration.

Fence:

- 1) *Decorative/ornamental fence:* A fence, ornamental in nature, that is more than 50 percent open to the free passage of air and light, not intended to provide a barrier to passage or for screening, including, but not limited to: picket fences, wrought iron fences, and split rail fences. Decorative fencing does not include chain link or privacy fencing and may not be used as pool, protective or security fencing.
- 2) *Fence:* An artificially constructed barrier of wood, masonry, stone, wire, metal, plastic or any other manufactured material or combination of materials, used to prevent or control entrance, confine within, or mark a boundary.
- 3) *Privacy fence:* A fence or wall that is designed to be used as a visual barrier to inhibit or prevent observation of an area and which is less than 50 percent open to the free passage of air and light.

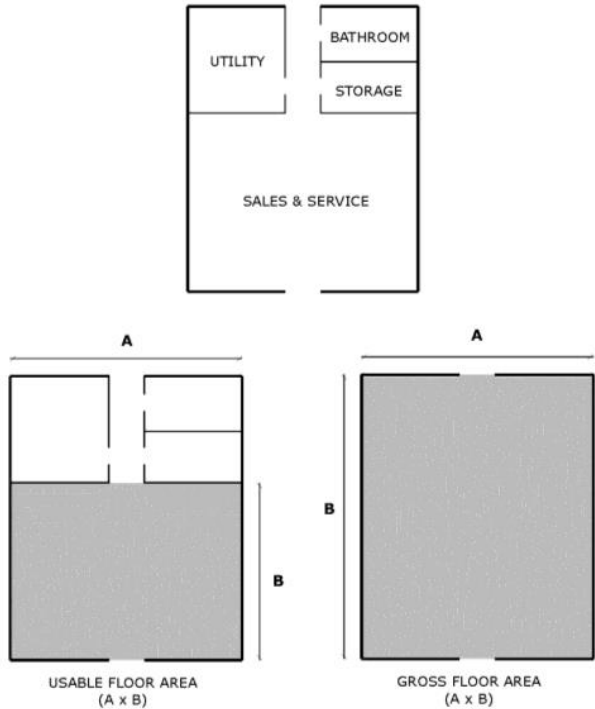
Fill, filling: The deposit or dumping of any matter onto or into the ground, except for common household gardening, farming and general ground care.

Floor area:

- 1) *Gross floor area (GFA):* The area within the perimeter of the outside walls of the building under consideration, without deduction for hallways, stairs, closets/storage rooms, thickness of walls, columns, or other features.
- 2) *Residential floor area:* For the purposes of computing the minimum allowable floor area in a residential dwelling unit, the sum of the horizontal areas of each story of the building shall be measured from the exterior faces of the exterior wall. The floor area measurement is exclusive of areas of basements, unfinished attics, attached garages, breezeways, and enclosed or unenclosed porches.
- 3) *Usable floor area (UFA):* That area used for or intended to be used for the sale of merchandise or services, or for use to serve patrons, clients or customers. Floor area which is used or intended to be used principally for the storage of merchandise, or areas such as hallways, stairways, elevator shafts, space for utilities or sanitary facilities, shall be

excluded from this computation of UFA. Measurement of UFA shall be the sum of the horizontal areas of the several floors of the building, measured from the exterior faces of the exterior walls. When a detailed floor plan is not available, a factor of 80 percent shall be used to estimate the useable floor area for purposes of calculating parking requirements and other standards based on useable floor area. Figure 90-206-1.

FLOOR AREA



Frontage: The length of the property line that faces and has access to a public street. Property lines that run adjacent to freeways, interstates, or expressways are not considered frontage.

Section 2. That Chapter 90, Article 7, 90-708 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-708 – Specific sign requirements; nonresidential districts

(1) Permitted sign types.

- (a) Permanent signs. Each lot or use shall be permitted primary and secondary signs as listed in Tables [90-708](#) and 90-708-2. A sign permit is required for all permanent signs.
- (b) Temporary signs: See Table 90-708-4. A permit shall be required for temporary signs. Temporary signs may not be illuminated.
- (c) Window signs: See Table 90-708-2.

(2) Specific sign requirements.

(a) Wall signs.

1. Single Tenant Building:

- a. One wall sign per principal building, occupied by one tenant, shall be permitted facing the front yard per street frontage on each parcel.**

2. Multitenant building or shopping center:

- a. One wall sign shall be permitted for each tenant having an individual means of public access and shall be placed on the tenant's entry wall space.
- b. Tenants occupying a corner space in a multitenant structure shall be permitted to have one sign on each of their wall frontages.
- c. Where several tenants share a common entrance in a multitenant structure, only one wall sign shall be permitted, with the total permitted sign area being allocated among the tenants.

(b) Awning signs. An awning sign may be provided in lieu of a wall sign. The area of an awning sign shall be considered as part of the permitted area for wall signs as shown in Table 90-708.

(c) Sloping roof signs. A sloping roof sign may be provided in lieu of an awning or wall sign. The area of a sloping roof sign shall be the same as the permitted area for wall signs as shown in Table 90-708.

(d) Directional signs. Directional signs are permitted as necessary to direct the public to entrances and exits, parking areas and activity areas, as approved on the required site plan. A freestanding directional sign shall not be located within the clear vision area.

(e) Marquees. For the purposes of this article, any fascia of a marquee shall be considered a wall, and any sign affixed to a marquee shall be subject to the requirements for wall signs.

(f) Moving image signs and time and temperature signs.

- 1. Except as otherwise permitted in this article, a moving image sign or time and temperature sign shall be permitted only as a secondary sign, subject to the limitation in Table 90-708-2.
- 2. Message changes may occur no less than seven seconds apart. The methods of change shall be limited to instantaneous, roll, splice, unveil, venetian, zoom and

fade, as interpreted by the chief building official. Messages or images that scroll across the sign shall not be permitted.

3. Messages may not advertise off-site locations, events or products.

(g) Off-premises advertising signs. Off-premises advertising signs (billboards) shall only be permitted as outlined in [section 90-709](#).

(3) Permanent sign requirements. Each use shall be permitted the primary and secondary signs as provided in Tables [90-708](#) and 90-708-2.

DRAFT

TABLE 90-708: PRIMARY SIGN REQUIREMENTS - NONRESIDENTIAL DISTRICTS

Sign Type and Requirement (P = Permitted NP = Not Permitted)		Zoning District						
		B-1	B-2	B-3	RO-1	I-1	I-2	I-3
Wall, Awning, and Sloping Roof Signs	Wall Sign	P	P	P	P	P	P	P
	Awning Sign	P	P	P	P	P	P	P
	Sloping Roof Sign	P	P	P	P	P	P	P
Maximum Number (for each frontage per tenant or use)		1	1	1	1	1	1	1
		No more than 1 wall sign, OR 1 awning sign, OR 1 sloping roof sign for each frontage for each tenant wall area served.						
Wall, Awning, and Sloping Roof Signs (cont.)	Percent of Wall area to which sign is attached	15%	15%	15%	10%	5%	5%	5%
	Maximum Total Area Per Use (whichever is less)	150	150	150	150	100	100	100
Maximum Height per sign		No wall, awning or sloping roof sign shall extend above the wall, roof line, or fascia upon which [it] is attached. A sloping roof sign shall not extend above the roof line.						
Note: If an awning sign is internally illuminated, the entire area of the awning shall be considered a sign.								

Sign Type and Requirement (P = Permitted NP = Not Permitted)		Zoning District						
		B-1	B-2	B-3	RO-1	I-1	I-2	I-3
Pole and Ground Signs	Pole Sign	P	P	P	P	P(2)	P	NP
	Ground Sign	P	P	P	P	P	P	P
Maximum Number (per lot or frontage)		1	1	1	1	1	1	1
		Multiple frontage corner lots are permitted 1 sign per street frontage; total aggregate sign area of all pole signs shall not exceed 120% of area requirements. No more than 1 pole sign OR 1 ground sign per lot or frontage as permitted above.						
Maximum Area (square feet)	Pole Sign (3)	100	100	100	100	100	100	100
	Ground Sign (4)	75	75	75	60	75	75	75
Maximum Height (feet)	Pole Sign (3)	30	30	30	20	30	30	NP
	Ground Sign (4)	12	12	12	12	12	12	12
Setback from property lines (feet)	Pole Sign (3)	0	0	0	0	0	0	NP
	Ground Sign (4)	5	5	5	5	5	5	5

Sign Type and Requirement (P = Permitted NP = Not Permitted)	Zoning District						
	B-1	B-2	B-3	RO-1	I-1	I-2	I-3
Expressway Business Pole Sign	NP	P	P	NP	P	P	P
Expressway Business Pole Signs shall be permitted only for those businesses abutting an expressway or freeway right-of-way.							
Maximum Number per lot(6)	NP	1	1	NP	1	1	1
Maximum Area (square feet)	NP	300	300	NP	300	300	300
Minimum Height (feet) if sign area exceeds 100 square feet	NP	60	60	NP	60	60	60
Maximum Height (feet)	NP	90	90	NP	90	90	90
Location Requirements	The base of the sign shall not be located behind the building containing the use advertised within a required front or secondary front yard. The sign shall be set back at least 100 feet from any residentially zoned property.						
(2) Pole signs shall not be permitted within industrial parks. Pole signs shall not be permitted within industrial parks.							
(3) If the lot frontage along any one street exceeds 150 feet, additional display area may be added to a pole sign located along that street at a ratio of one square foot for each two feet of property frontage in excess of 150 feet, up to a maximum area of 200 square feet.							
(4) The area of the ground sign may be increased to 100 square feet, if identifying a multitenant building or use.							
(5) Pole signs shall have 8 feet of clearance to the ground.							
(6) A wall sign facing an expressway may be substituted for a parcel's Expressway Business Pole Sign at the discretion of the City Planner.							