

# CITY of NOVI CITY COUNCIL

**Agenda Item E**  
**January 22, 2008**

**SUBJECT:** Acceptance of a Non-Development Easement from Providence Hospital and Medical Centers, Inc., for Staybridge Suites Hotel, SP06-31, located on the east side of the Providence Park Ring Road south of Grand River Avenue in Section 17. The easement covers 0.23 acres.

**SUBMITTING DEPARTMENT:** Community Development - Planning *Paul*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

Staybridge Suites Hotel is a 3.81 acre hotel development within the Providence Park Hospital development. The Preliminary Site Plan was approved by the Planning Commission on July 12, 2006 with reduced parking lot setbacks. The Planning Commission may waive parking lot setback requirements, with the provision that the additional setback is provided elsewhere on the site, with no net loss of open space.

The site plan shows a common drive along the north side of the property, to serve both the Staybridge Suites site and future developments to the north. This driveway causes a 10,000 square foot parking setback area deficiency where the twenty foot parking setback is required. The Planning Commission allowed the setback area to be placed elsewhere on the site with the condition that the additional setback area be placed in a non-development easement to ensure that the Zoning Ordinance requirements are met in perpetuity.

The Non-Development Easement covers 0.23 acres of the 3.81 acre development, or about 6 percent of the total site area.

The easement has been reviewed by the City's professional staff and consultants and is currently in a form acceptable to the City Attorney's office for approval by the City Council.

**RECOMMENDED ACTION:** Acceptance of a Non-Development Easement from Providence Hospital and Medical Centers, Inc., for Staybridge Suites Hotel, SP06-31, located on the east side of the Providence Park Ring Road south of Grand River Avenue in Section 17. The easement covers 0.23 acres.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

**LETTER FROM CITY ATTORNEY  
JANUARY 16, 2008**



January 16, 2008

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-  
3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secrestwardle.com

Elizabeth M. Kudln  
Direct: 248-539-2846  
bkudln@secrestwardle.com

Barbara McBeth, Deputy Community Development Director  
CITY OF NOVI  
45175 West Ten Mile Road  
Novi, Michigan 48375

**Re: Providence Staybridge (JW Hotels – Novi)  
Non-Development Easement and Private Road Maintenance  
Agreement  
Our File No. 660103.NOVI  
SP06-31**

Dear Ms. McBeth:

As you know, a Non-Development Easement has been provided with respect to the Providence Staybridge (JW Hotels—Novi) project as required by Planning Commission approval to waive the parking lot setback requirements. The purpose of the Easement is to ensure that additional setback is provided elsewhere on the site, with no net loss. Subject to the Planning Department approval of the easement areas shown in the exhibits, the Non-Development Easement provided is satisfactory for this purpose.

The attached Non-Development Easement has been revised since our December 11, 2007 letter to Rob Hayes. The exhibit containing the legal description of the easement area has been revised by the Property Owner's Engineer at the direction of the City's Engineering Department. Subject to the Property Owner's approval, we are attaching the revised exhibit to the previously executed document. The original that is currently in the City Clerk's Office should also be revised to replace the Non-Development Easement exhibit.

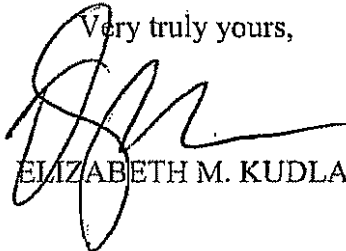
The Private Road Maintenance Agreement pertaining to Providence Parkway has also been revised to include a revised legal description of the roadway. The original which is in the City Clerk's file, should also be revised to include the revised exhibit.

Both the Private Road Maintenance Agreement and the Non-Development Easement should be placed on an upcoming City Council Agenda for approval.

Barbara McBeth, Deputy Community Development Director  
January 16, 2008  
Page 2

Should you have any questions or concerns in regard to the above issues,  
please feel free to contact us.

Very truly yours,



ELIZABETH M. KUDLA

EMK

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)  
Mark Spencer, Planner (w/Enclosures)  
Natalie Narjarian, Esquire (w/Enclosures)  
Andrew Dick, Esquire (w/Enclosures)  
Thomas R. Schultz, Esquire (w/Enclosures)

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**Non-Development Easement and Exhibits**

**NON-DEVELOPMENT EASEMENT**

**THIS NON-DEVELOPMENT EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between PROVIDENCE HOSPITAL AND MEDICAL CENTERS, INC., a Michigan non-profit corporation, whose address is 47601 Grand River Avenue, Novi, Michigan 48734 ("Providence" or "Grantor"), and the CITY OF NOVI, and its successors or assigns, a municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375, ("Grantee").

**RECITATIONS:**

A. Providence Hospital and Medical Centers, Inc. owns a certain parcel of land situated in Section 17 of the City of Novi, Oakland County, Michigan, described in **Exhibit A**, attached hereto and made a part hereof (the "Property"), and leases the Property to JW Hotels. Grantor has received final site plan approval for construction of a hotel development on the Property (the "Development"). The OSC District requirements as set forth within the City of Novi Zoning Ordinance, require a minimum of 20-feet of parking lot setback in the side and rear yards and 35 feet of setback in the front yard. The Development, as proposed, has deficient side yard setbacks due to drive access needs. The City has approved the proposed Development with deficient setbacks subject to provision of an appropriate easement to permanently prohibit construction of any structure or maintenance of any use within certain additional setback areas set aside on the Property to ensure that the total area of setback required for the site does not fall below the minimum required by the City of Novi Zoning Ordinance, in accordance with the approved site plan which is on file with the City Clerk.

B. The "additional setbacks" to be known herein as "Non-Development Easement Areas" (the "Easement Areas") situated on the Property are more particularly described on **Exhibit B**, attached hereto and made a part hereof, the second page of which contains a drawing depicting the protected areas.

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and adequacy of which are hereby acknowledged, Grantor hereby reserves, conveys and grants the following Easement, which shall be binding upon the Grantor, the City, and their respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Grantors and purchasers of the property and their respective heirs, successors, assigns and/or transferees:

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1. The purpose of this Non-Development Easement is to provide for the modification of setback requirements for the following purposes: 1) Allowing for shared drive access with an adjacent development to the north; 2) providing for fire a department access drive along the southern property line, without reducing the total area of setback on the Property below the minimum setback requirements of the City of Novi Zoning Ordinance, in accordance with site plan approval. The Non-Development Easement Areas, are the Easement Areas shown on the attached and incorporated Exhibit B. The subject areas shall be perpetually preserved and maintained, in their undeveloped condition, unless this Non-Development Easement is amended, modified or terminated as provided herein. The Easement Areas may also be developed if authorized by permit from the City.

2. Except for and subject to the activities which have been expressly authorized by the City, there shall be no development of the Easement Area including constructing or placing any structures on, or otherwise altering or developing, and/or constructing, operating, or maintaining any use or development in the Easement Area. All areas identified on Exhibit B as additional setback areas shall be forever reserved and preserved, in the condition specifically approved by the City in accordance with applicable laws and ordinances. Amendment of the City Zoning Ordinance shall not release the Grantor from the terms of the Easement.

3. This Non-Development Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area, except that, upon reasonable written notice to Grantor, Grantee and its authorized employees and agents (collectively, "Grantee's Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained.

4. In the event that the Grantor shall at any time fail to carry out the responsibilities specified within this Easement, the City may serve written notice upon the Grantor, setting forth the violation of the easement term. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council for the purpose of allowing the Grantor to be heard as to why the City should not restore the Easement Areas to the approved condition. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official designated to conduct the hearing, shall determine that terms of the easement have been violated, and the violations have not been corrected or the Easement Areas restored within the time period provided, the City shall thereupon have the power and authority, but not the obligation, to enter upon the property, or cause its agents or contractors to enter upon the Property and to correct or restore the Non-Development Easement Areas to the approved condition as reasonably found by the City to be appropriate. The cost and expense of correcting such violations, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Grantor, and such amount shall constitute a lien on the Property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Grantor, all unpaid amounts may be placed on the delinquent tax roll of the City, and shall accrue interest and penalties, and be collected as and deemed delinquent real property taxes,

according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Grantor and, in such event, the Grantor shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

5. This Non-Development Easement has been made and given for a consideration of a value less than One Hundred (\$100.00) Dollars and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MSA 7.456(5)(a).

6. Upon City Council's approval, this Non-Development Easement may be amended, modified or terminated in the event that the Development and/or Property changes in use or character and the Easement Areas need to be modified, relocated or removed in order meet the needs of future development in accordance with an approved site plan and consistent with all applicable laws and ordinance. Any amendment, modification, or termination shall be effective when the proper instrument has been executed and acknowledged, in writing, by Grantor and Grantee, and recorded in the Oakland County, Michigan, Register of Deeds.

**IN WITNESS WHEREOF**, Grantor and Grantee have executed the Easement as of the day and year first above set forth.

**SIGNATURE PAGES TO FOLLOW**



**GRANTOR:**

PROVIDENCE HOSPITAL AND  
MEDICAL CENTERS, INC., a Michigan  
non-profit corporation,

Robert F. Casalou  
By: Robert F. Casalou  
Its: President

STATE OF MICHIGAN    )  
                                  ) ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of November,  
2007, by Robert F. Casalou, as the President of Providence Hospital & Medical Centers.

JANET CRAVER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Aug 28, 2012  
NOTING IN COUNTY OF Oakland

Janet Craver  
Notary Public  
Oakland County, Michigan  
My Commission Expires: 8-29-12

**GRANTEE:**

CITY OF NOVI, a municipal corporation

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN    )  
                                  ) ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, on behalf of the City of Novi, a municipal corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by:  
30903 Northwestern Highway  
Elizabeth M. Kudla  
P.O. Box 3040  
Farmington Hills, MI 48333-3040

When recorded return to:  
Maryanne Cornelius, Clerk  
City of Novi  
45175 W. Ten Mile  
Novi, MI 48375

617623v3  
G:\Wilson, Ron\HS-Providence Park\Non-Development Easement 1108.07.doc


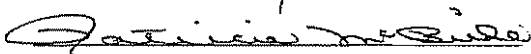
**CONSENT TO NON-DEVELOPMENT EASEMENT**

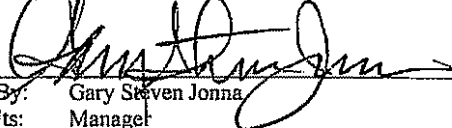
As ground lessee to the property referenced in the Non-Development Easement, dated \_\_\_\_\_, 2007, whereby PROVIDENCE HOSPITAL AND MEDICAL CENTERS, INC., a Michigan nonprofit corporation, whose address is 47601 Grand River Avenue, Novi, Michigan 48734, grants and conveys said easement to the CITY OF NOVI, whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the successors and assigns of the undersigned.

IN WITNESS WHEREOF, the undersigned has caused its signature to be placed on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

WITNESSES:

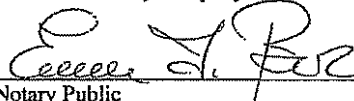
JW HOTELS – NOVI, LLC, a Michigan limited liability company

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

  
\_\_\_\_\_  
By: Gary Steven Jonna  
Its: Manager

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2007, by Gary Steven Jonna, the Manager of JW Hotels – Novi, LLC, a Michigan limited liability company.

  
\_\_\_\_\_  
Notary Public  
Oakland County, MI

My Commission Expires: 4/26/13

Drafted by and when recorded return to:  
**Natalie C. Najarian (P67614)**  
Demorest Law Firm, PLLC  
555 S. Old Woodward Ave., Suite 21U  
Birmingham, Michigan 48009-6614

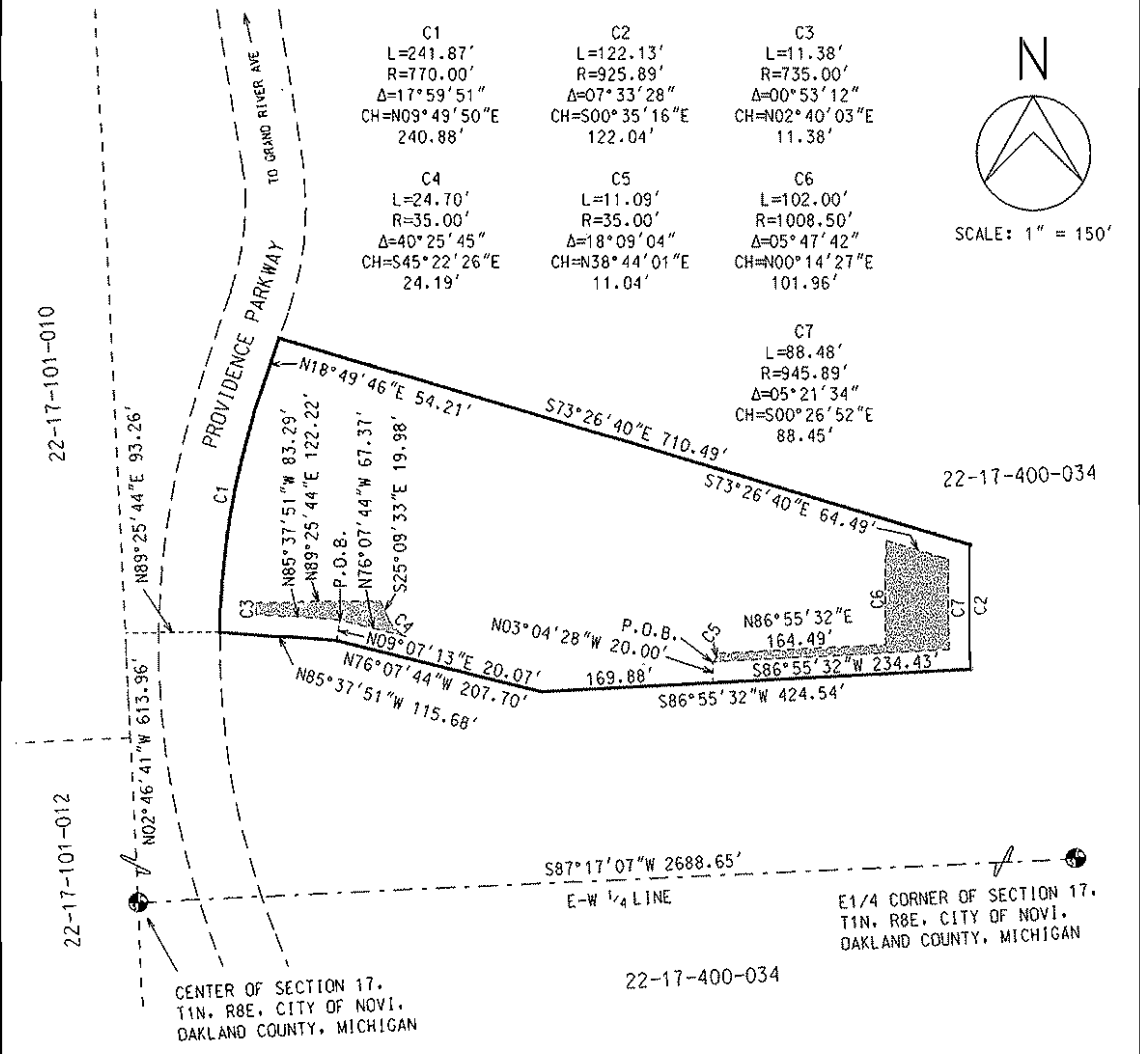
EDWARD F. BECK  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Apr. 26, 2013  
Acting in the County of Oakland

# NON-DEVELOPMENT EASEMENT

Q:\E\14-044-0208 1713 CUR.TBL - I:\standards\standards\2105PH.TBL - I:\standards\standards\golfing\golfing\reduced\BME - 14-044-0208 1713

DESIGN FILE - H:\200600\20060020\Y06020e01\_3.dgn

USER NAME - jngast



## DESCRIPTION OF NON-DEVELOPMENT EASEMENT

Part of the Northeast 1/4 of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as:

Commencing at the East 1/4 corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 2688.65 feet along the East-West 1/4 line to the Center of said Section 17; thence North 02 degrees 46 minutes 41 seconds West 613.96; thence North 89 degrees 25 minutes 44 seconds East 93.26 feet; thence South 85 degrees 37 minutes 51 seconds East 115.68 feet; thence North 09 degrees 07 minutes 13 seconds East 20.07 feet to the POINT OF BEGINNING; thence North 85 degrees 37 minutes 51 seconds West 83.29 feet; thence along a curve to the right 11.38 feet, said curve having a radius of 735.00 feet, a central angle of 00 degrees 53 minutes 12 seconds, and a chord bearing North 02 degrees 40 minutes 03 seconds East 11.38 feet; thence North 89 degrees 25 minutes 44 seconds East 122.22 feet; thence South 25 degrees 09 minutes 33 seconds East 19.98 feet; thence along a curve to the left 24.70 feet, said curve having a radius of 35.00 feet, a central angle of 40 degrees 25 minutes 45 seconds, and a chord bearing South 45 degrees 22 minutes 26 seconds East 24.19 feet; thence North 76 degrees 07 minutes 44 seconds West 67.37 feet to the POINT OF BEGINNING.

ALSO, Commencing at the East 1/4 corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 2688.65 feet along the East-West 1/4 line to the Center of said Section 17; thence North 02 degrees 46 minutes 41 seconds West 613.96; thence North 89 degrees 25 minutes 44 seconds East 93.26 feet; thence South 85 degrees 37 minutes 51 seconds East 115.68 feet; thence South 76 degrees 07 minutes 44 seconds East 207.70 feet; thence North 86 degrees 55 minutes 32 seconds East 169.88 feet; thence North 03 degrees 04 minutes 28 seconds West 20.00 feet to the POINT OF BEGINNING; thence along a curve to the left 11.09 feet, said curve having a radius of 35.00 feet, a central angle of 18 degrees 09 minutes 04 seconds, and a chord bearing North 38 degrees 44 minutes 01 seconds East 11.04 feet; thence North 86 degrees 55 minutes 32 seconds East 164.49 feet; thence along a curve to the right 102.00 feet, said curve having a radius of 1008.50 feet, a central angle of 05 degrees 47 minutes 42 seconds, and a chord bearing North 00 degrees 14 minutes 27 seconds East 101.96 feet; thence South 73 degrees 26 minutes 52 seconds East 88.45 feet; thence along a curve to the left 88.48 feet, said curve having a radius of 945.89 feet, a central angle of 05 degrees 21 minutes 34 seconds, and a chord bearing South 00 degrees 26 minutes 52 seconds East 88.45 feet; thence South 86 degrees 55 minutes 32 seconds West 234.43 feet to the POINT OF BEGINNING.

Said property contains 0.23 acres, more or less.

Note: error of closure 0.0059 feet (precision 0.09 per 10,000)

10-10-06 REVISED EASEMENT  
10-05-06 RENAMED EASEMENT

JOB NO. 20060020	HUBBELL, ROTH & CLARK, INC.	SHEET NO. 1
DATE 08-10-06	CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 824 48303-0824	OF 1

## Exhibit A

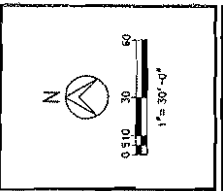
Land located in the City of Novi, County of Oakland, State of Michigan, described as:

Part of the Northeast  $\frac{1}{4}$  of Section 17, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, described as: Commencing at the East  $\frac{1}{4}$  corner of said Section 17; thence South 87 degrees 17 minutes 07 seconds West 2688.65 feet along the East-West  $\frac{1}{4}$  line to the Center of said Section 17; thence North 02 degrees 46 minutes 41 seconds West 613.96; thence North 89 degrees 25 minutes 44 seconds East 93.26 feet to the POINT OF BEGINNING; thence along a curve to the right 241.87 feet, said curve having a radius of 770.00 feet, a central angle of 17 degrees 59 minutes 51 seconds, and a chord bearing North 09 degrees 49 minutes 50 seconds East 240.88 feet; thence North 18 degrees 49 minutes 46 seconds East 54.21 feet; thence South 73 degrees 26 minutes 40 seconds East 710.49 feet; thence along a curve to the left 122.13 feet, said curve having a radius of 925.89 feet, a central angle of 07 degrees 33 minutes 28 seconds, and a chord bearing South 00 degrees 35 minutes 16 seconds East 122.04 feet; thence South 86 degrees 55 minutes 32 seconds West 424.54 feet; thence North 76 degrees 07 minutes 44 seconds West 207.70 feet; thence North 85 degrees 37 minutes 51 seconds West 115.68 feet to the POINT OF BEGINNING. Said property contains 3.81 acres, more or less.

**TOGETHER WITH:**

Easements for access utilities, drainage, irrigation and directory sign as set forth in Declaration by Providence Hospital and Medical Centers, Inc. dated October 12, 2006, 2006 and recorded in Liber 38246, Page 430, as amended by First Amendment to Declaration dated November 10, 2006 and recorded November 21, 2006 in Liber 38418, Page 113, Oakland County Records.

**Reduced Site Plan**

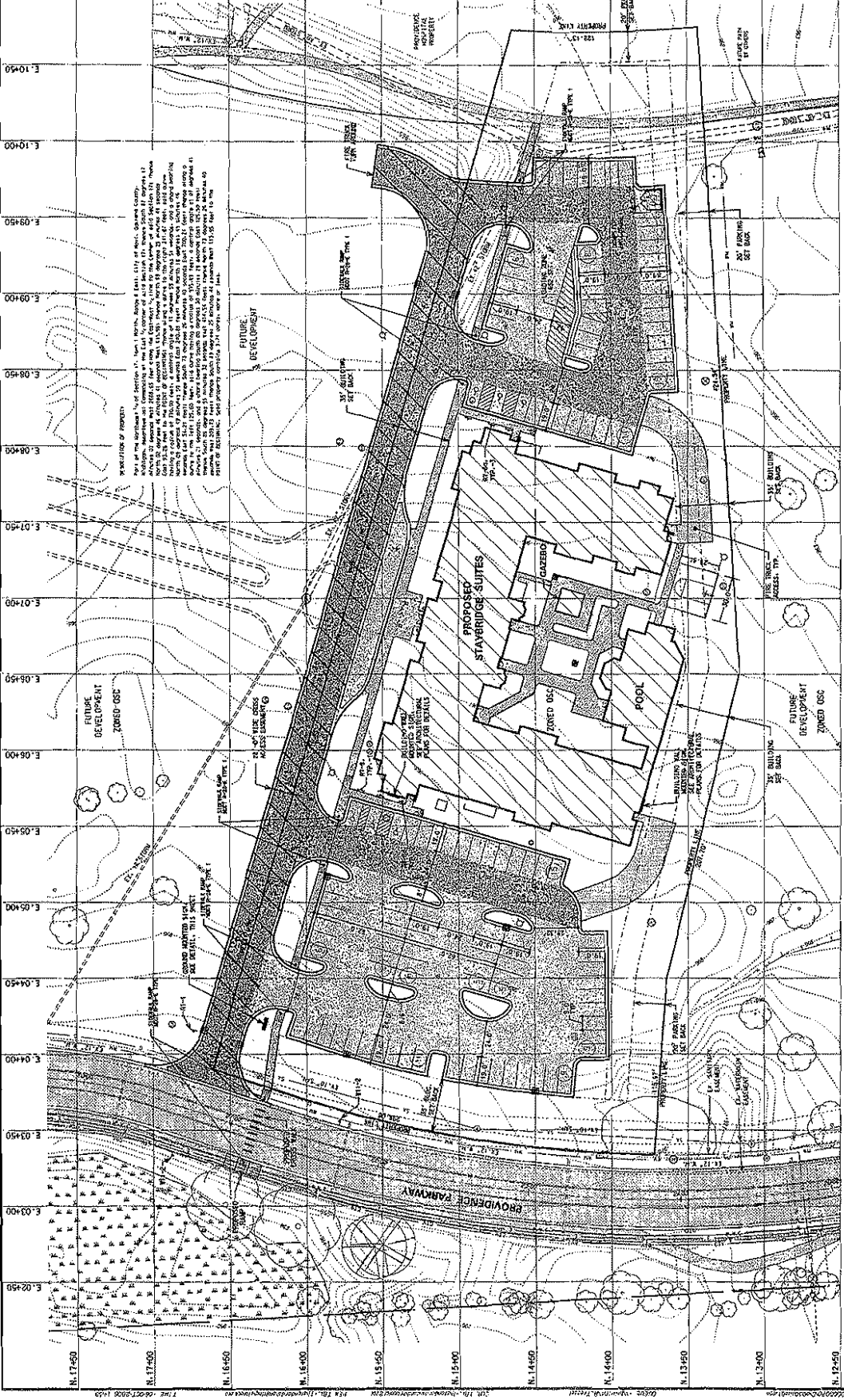


**HRC**  
 Hubbard Roth & Clark, Inc.  
 CONSULTING ENGINEERS  
 400 E. 10th St., Suite 200  
 Minneapolis, MN 55414  
 PH: 612.542.4600  
 FAX: 612.542.4601  
 WWW: www.hrc-engineers.com

DATE	NOV 08 2009
BY	HRC
CHECKED	HRC
SCALE	AS SHOWN
PROJECT	STAYBRIDGE SUITES
CITY	MINNEAPOLIS, MN
CLIENT	UNIVERSITY CITY DEVELOPMENT
LOCATION	PROVIDENCE PARK
DRAWN	...
DATE	...



**STAYBRIDGE SUITES**  
 PROVIDENCE PARK  
 VILLAGE CENTRE  
 4800 Grand River Avenue  
 CITY OF NOVI  
 SECTION 17



**NOTE:** SEE ALL ORDINANCES TO CITY OF NOVI STATUTES AND SPECIFICATIONS

3 FINAL RECORDS DASH BEFORE YOU DIG

5.8.15 - MINNEAPOLIS, MN - CITY OF NOVI STATUTES AND SPECIFICATIONS

**LEGEND**

- EXISTING CONCRETE FOOTING
- PROPOSED #4 REBAR
- PROPOSED #6 REBAR
- PROPOSED #8 REBAR
- PROPOSED #10 REBAR
- PROPOSED #12 REBAR
- PROPOSED #14 REBAR
- PROPOSED #16 REBAR
- PROPOSED #18 REBAR
- PROPOSED #20 REBAR

**CONCRETE**

REBAR	TYPE #4
CONCRETE	TYPE #3
CONCRETE	TYPE #4
CONCRETE	TYPE #5

**SLURRY WALL**

PROVIDED	FOR RM # 8 & 115
PROVIDED	FOR RM # 116
NET GAIN ON LOSS:	0

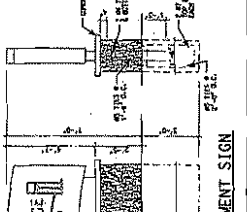
**PARKING REQUIREMENTS**

PROVIDED: 108 RM # 8 & 115

PROVIDED: 116

NET GAIN ON LOSS: 0

**NOTE:** ALL MEASUREMENTS ARE TO BE PROVIDED PRIOR TO CONSTRUCTION OF THE FOUNDATION.



**MONUMENT SIGN**

CONCRETE ON

SIGN

MONUMENT SIGN

CONCRETE ON

**BENCH MARKS**

S.M. No. 115	OFF SHEET	S.M. No. 20
S.M. No. 116	OFF SHEET	S.M. No. 21
S.M. No. 117	OFF SHEET	S.M. No. 22
S.M. No. 118	OFF SHEET	S.M. No. 23

**CONCRETE**

TYPE #3

TYPE #4

TYPE #5

TYPE #6

TYPE #7

TYPE #8

TYPE #9

TYPE #10

TYPE #11

TYPE #12

TYPE #13

TYPE #14

TYPE #15

TYPE #16

TYPE #17

TYPE #18

TYPE #19

TYPE #20

**Planning Commission Minutes**

**Excerpts**

**July 12, 2006**





APPROVED

**PLANNING COMMISSION**  
REGULAR MEETING  
EXCERPTS  
WEDNESDAY, JULY 12, 2006 7:30 P.M.  
COUNCIL CHAMBERS - NOVI CIVIC CENTER  
45175 W. TEN MILE, NOVI, MI 48375  
(248) 347-0475

**ROLL CALL**

**Present:** Members John Avdoulos, Brian Burke, Victor Cassis, Andrew Gutman, Michael Lynch, Michael Meyer, Mark Pehrson

**Absent:** Members David Lipski, (excused), Wayne Wrobel (excused)

**Also Present:** Barbara McBeth, Director of Planning; Tim Schmitt, Planner; Jason Myers, Planner, David Beschke, Landscape Architect; Ben Croy, Engineer; Larry DeBrincat, Woodland and Landscape Consultant; Paul Taylor, Façade Consultant; David Gillam, City Attorney

**MATTERS FOR CONSIDERATION**

**1. STAYBRIDGE SUITES HOTEL- PROVIDENCE HOSPITAL, SITE PLAN NUMBER 06-31**

Consideration of the request of Staybridge Novi, LLC, for Preliminary Site Plan, Section 9 Waiver, and Stormwater Management Plan approval. The subject property is located in Section 17, south of Grand River Avenue and west of Beck Road in the OSC, Office Service Commercial District. The subject property is 3.74 acres and the Applicant is proposing the construction of a 108 room extended stay hotel.

Planner Tim Schmitt described the project. The property is master planned for Office, as are all of the properties around it. It is zoned OSC, as is the entire campus. Each Providence project will require a property split, none of which have been submitted to the City. This project abuts the Providence ring road. Grand River is to the north; Beck Road is to the east. The ITC corridor is to the west and is zoned I-1. There is some I-2 land on Grand River as well. Further to the north is property master planned for Local Commercial and zoned B-2. To the west, the Wizinsky property (Songbird Ridge) is master planned for Single Family Residential. There are no wetlands or woodlands on this site.

The Applicant is proposing a 108-unit extended stay hotel. There is a single access point onto Providence Parkway proposed, a road which will also function for future development to the north. There will be an intersection designed for this use in the future. Parking will be on each side of the building. There is a poolhouse to be located on the south side in the courtyard area.

Most reviews recommend approval with minor items to be addressed at the time of Final Site Plan submittal.

The Applicant requests a Section 9 Façade Waiver for the use of cultured stone – similar to though not the same as the other products used on the campus. Pictures of other Staybridge hotels were provided for the Planning Commission to review.

The Landscape Review indicated that there are items that need to be addressed. The parking lot must be redesigned such that more than 15 spaces are not in a row. The islands need to be further delineated. The Applicant believes he can meet all of the Ordinance requirements. No waivers are requested; however, the motion should state that the Applicant should redesign his plan to meet the requirements.

A Planning Commission Finding and a Planning Commission Waiver are necessary for the front yard parking design. The plan meets the items one through four of this section of the Ordinance. The Planning Commission Finding should also state that the lighting is compatible with the neighboring uses as well. The proposed design is acceptable to the Planning Department, as it is consistent with the other projects and the Applicant has not proposed all of the parking to be in the front yard.

The Planning Commission is also asked to waive the parking lot setback requirements, with the provision that the additional setback is provided elsewhere on the site, with no net loss. This same issue was approved on the medical office building and the orthopaedic center. In this case the site has the common drive along the north side of the property, which causes a 10,000 square foot deficiency. Normally twenty feet of setback is required. The Planning Department finds that allowing the setback area to be placed elsewhere is conducive to getting shared access between properties. The Planning Department has a planimeter that can accurately measure the relocated setback land to ensure that the plan meets this footnote requirement. In this case, the Applicant has offered some

modifications to this plan that will be formally submitted on the Final Site Plan. An additional ten feet will be added to the site, coming from the greensward area. The Applicant is flattening out a tangent line, which gives them a bit more area. Given the numbers provided, Mr. Schmitt was comfortable with the plan meeting the setback provisions. Mr. Schmitt said that the Planning Department recommends that an easement be placed over these areas such that the land remains open setback area.

Rob Casselou, president of Providence Park Hospital, addressed the Planning Commission. He felt this submittal was consistent with the vision they originally proposed for the campus. He was delighted that they have come this far in their planning process. This product is ideal for this campus – an extended stay hotel is very accommodating for patients' families.

Mr. Casselou said that they considered four aspects before choosing this Staybridge model for their campus. They considered the quality of the product. They found the look and quality to be acceptable. They looked at the probability of success, and whether a hotel would do well on this site. This hotel is valuable to the hospital as well as the City. If there was a problem in the future, what could be the probable use of this facility? This building lends itself to a multitude of options, though Mr. Casselou emphasized they were not looking for failure, just considering the "what ifs." The façade of the building was considered. The feel of the site was considered. Providence's master architect, NBBJ, has oversight of the entire campus. The materials throughout the property are compatible and consistent. NBBJ felt this product met the look and feel of the Providence campus.

Member Lynch asked what the intent of the existing Façade Ordinance was. Why does the Planning Commission continually have to grant the Section 9 Façade Waiver on the cultured stone? Mr. Schmitt replied that Section 2520 does not address cast stone products. This product falls under this umbrella. Initially, this product's quality was not up to the City's standards. Over the years, technology has improved, such that the color is baked through the entire product. The look is now consistent. After the Planning Department has reviewed this product time and time again, and the Planning Commission approved its use in almost all instances, the Planning Department is now in the process of updating Section 2520 to include the use of a certain amount of cast stone and stone product in general. The allowed percentage has not been determined yet. The reason for the waiver now is that the Ordinance has not been updated. Generally, the Façade Consultant has been bringing it up because the Planning Commission should be aware of it, and the quality of the product should be reviewed and approved by the Planning Commission.

Member Lynch asked who was leading the effort to update the Ordinance – determining the specifications, etc. Director of Planning Barbara McBeth responded that there are a number of text amendments that are in line for either Planning Commission review or Implementation Committee review. The Façade Ordinance is one of them. New technologies and new materials must be considered. She has been working with Mr. Schmitt on this list of text amendments.

Member Lynch confirmed that the color is through-and-through – if the material is chipped the color will not vary. Mr. Schmitt responded that this will be confirmed on the Final Site Plan submittal. Member Lynch said that the Planning Commission is going to approve this material's use, with the understanding that the material is colored throughout. Member Lynch thought this was a good product, he just didn't want a misunderstanding. This has to be a high-quality cultured stone product. Mr. Schmitt said that if it turns out that this material cannot perform, then the Planning Department will bring the item back to the Planning Commission to review.

Member Pehrson appreciated the Applicant's work and their response letter. He supported the Section 9 Waiver. He thought the façade matched what is elsewhere on the campus. The front yard parking is acceptable and is compatible with the other buildings. He confirmed that Mr. Schmitt was comfortable with the setback issue – that there was no net loss of area. He confirmed with Mr. David Beschke, Landscape Architect, that the Applicant's response through Russell Design addressed his concerns. Their June 30, 2006 letter states they will address all outstanding issues. They have already corrected the 15-spaces-in-a-row issue. Mr. Beschke has already written a second review that recommends approval.

Moved by Member Pehrson, seconded by Member Gutman:

In the matter of the request of Staybridge Novi, LLC for the Staybridge Suites Hotel – Providence Hospital, SP06-31, motion to grant approval of the Preliminary Site Plan subject to: 1) A Planning Commission Waiver for lack of parking lot setback, with no net loss of setback area on the site, to be confirmed at the time of Final Site Plan submittal by City Planners; 2) A Planning Commission Section 9 Façade Waiver to allow use of cultured stone; 3) A Planning Commission finding that front yard parking is compatible with neighboring uses and site designs; 4) The Applicant redesigning the landscape plan to meet all landscaping requirements, with no need for any Planning Commission waivers; and 5) Compliance with all conditions and requirements listed in the Staff and Consultant review letters; for the reason that it meets the intent of the Ordinance.

#### DISCUSSION


Member Avdoulos thought the project worked with the northerly access road. This will keep the ring road free of clutter. He was concerned about the parking lot, but it does run in line with the medical office building and orthopaedic center parking lots. Member Avdoulos wanted to ensure that the greensward stays as natural as possible. He thought the front yard parking was fine. The landscaping issues have been or will be resolved.

Member Avdoulos noted that new materials will always be introduced – the Section 9 Waivers will probably always be necessary to address this. It is helpful that the existing Ordinance brings these new materials to light, and the Planning Commission gets a chance to review them for quality. He asked if the Applicant was proposing a cement fiber siding board or a wood board. Derrick Frank, the architect, responded that it was a cement board. Member Avdoulos said it is also a new product – gaining in popularity in the last five years. It is a stable material. He would rather see this product than EIFS.

Member Avdoulos said that cultured stone is a manmade material, as is brick. It is laid up the same way. It has to be weeped and flashed. This campus is coming together. The buildings are unique but complement each other. He was glad that NBBJ was part of the process, to ensure that the campus does come together. He supported the motion.

Member Meyer said that he really liked Mr. Casselou's comments and the addition of this property to the campus.

Chair Cassis thought this was a good project that fit into the area. It serves a purpose. He felt that the quality was excellent. He welcomed Staybridge to the community.

City Attorney David Gillam suggested that a few items be added to the motion on the table. He suggested that Stipulation 1 read: **A Planning Commission Waiver for lack of parking lot setback, with no net loss of setback area on the site, to be confirmed at the time of Final Site Plan submittal by City Planners, with the Applicant providing a non-development easement also at the time of Final Site Plan submittal.** Secondly, he suggested that Stipulation 2 read: **A Planning Commission Section 9 Façade Waiver to allow use of cultured stone, with submission of the cultured stone's manufacturing details with the Final Site Plan.** Member Pehrson and Member Gutman agreed to the additional language. 

#### ROLL CALL VOTE ON STAYBRIDGE, SP06-31 PRELIMINARY SITE PLAN MOTION MADE BY MEMBER PEHRSON AND SECONDED BY MEMBER GUTMAN:

In the matter of the request of Staybridge Novi, LLC for the Staybridge Suites Hotel – Providence Hospital, SP06-31, motion to grant approval of the Preliminary Site Plan subject to: 1) A Planning Commission Waiver for lack of parking lot setback, with no net loss of setback area on the site, to be confirmed at the time of Final Site Plan submittal by City Planners, with the Applicant providing a non-development easement also at the time of Final Site Plan submittal; 2) A Planning Commission Section 9 Façade Waiver to allow use of cultured stone with submission of the cultured stone's manufacturing details with the Final Site Plan; 3) A Planning Commission finding that front yard parking is compatible with neighboring uses and site designs; 4) The Applicant redesigning the landscape plan to meet all landscaping requirements, with no need for any Planning Commission waivers; and 5) Compliance with all conditions and requirements listed in the Staff and Consultant review letters; for the reason that it meets the intent of the Ordinance. *Motion carried 7-0.* 