

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

For the Planning Commission Meeting of June 16, 2020

**SUBJECT: 2800 Jackson Avenue Hotels
(2800 Jackson Avenue)
Rezoning – Project no. Z19-004
Site Plan for City Council Approval – Project No. SP19-007**

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the 2800 Jackson Avenue Hotels Development rezoning from R5 to C3 (Fringe Commercial).

PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the 2800 Jackson Avenue Hotels Development Site Plan and Development Agreement.

STAFF RECOMMENDATIONS:

Staff recommends that the **rezoning** petition be **approved** because the proposed district is compatible with the existing and proposed uses and the Master Plan future land use recommendation, and is compatible with the surrounding districts.

Staff recommends that the **site plan** be **approved** because the contemplated development complies with all applicable state, local and federal laws, ordinances, standards and regulations; the development limits the disturbance of natural features to the minimum necessary to allow a reasonable use of the land; and the development does not cause a public or private nuisance and does not have a detrimental effect on the public health, safety or welfare.

HISTORY:

This petition was postponed at the May 19, 2020 City Planning Commission meeting. The CPC expressed concerns with the plan, such as the traffic impact of vehicles entering and exiting the site, Landscaping seeding materials and choice of species, front

elevation design along Jackson Avenue and shared access from adjoining sites. Staff reviewed the list of Planning Commission issues with the petitioner representatives after the last Planning Commission meeting. The petitioner's letter of response is attached and revised plans have been uploaded.

CHANGES FROM PREVIOUS SUBMISSION
SITE PLAN PETITION:

The petitioners has responded to all concerns raised at the Planning Commission in the [attached letter](#).

REZONING PETITION:

No zoning changes from the previously reviewed petition are proposed.

DEPARTMENT COMMENTS:

Transportation: The Traffic Engineer has reviewed the proposal for a right-turn only exit from the western drive and approves of the concept. Transportation staff is requesting that some minor physical modifications to the exit drive be constructed as a result. These site plan modifications and an update to the traffic study must be approved prior to City Council action. Staff has also had discussions with MDOT regarding the redesign of the I94 entrance ramp. It is confirmed that with the sidewalk linkage funded by this project, a crosswalk is proposed for the intersection. Unfortunately, there are no plans available to share with the Planning Commission at this time.

Planning: Planning staff discussed Planning Commission comments with the petitioner, the applicant's response letter is attached which addresses all items raised by the Planning Commission. Regarding access to adjoining site, there are no site plans on file for either of the adjacent sites. Modifying the site to promote cross access may be possible, but would require a full site plan review for current code compliance and final approval by City Council.

Fire Marshall: All proposed changes were reviewed by the Fire Marshall. Removing a drive and limiting travel to one-way circulation on the site were not approved. As shown on the revised plans, the right-only turn from the western drive has been reviewed and is acceptable.

Urban Forestry & Natural Resources: The changes to the landscape plan have been reviewed and are acceptable.

06/10/2020

Attachments: May 19, 2020 Staff Report with Zoning Map, Aerial Photo
DRAFT Development Agreement
June 2, 2020 Petitioner's response to Planning Commission

Links:

[Site Plan Part 1](#)
[Site Plan Part 2](#)
[Revised Home2 Architectural Plans](#)
[Aloft Architectural Plans](#)

c: Owner and Applicant – Ann Arbor Best Hospitality (Chris Abbo)
31100 Stephenson Highway,
Madison Heights, MI 48071

Applicant's Engineer – Giffels Webster (Andy Wakeland)
Systems Planning
Project Nos. Z19-004, SP19-007

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PROPOSED CITY PLANNING COMMISSION MOTION

The Ann Arbor City Planning Commission hereby recommends that the Mayor and City Council approve the 2800 Jackson Avenue Hotels Development Site Plan and Development Agreement.

SUMMARY:

Two related applications have been submitted for approval for this site which is currently vacant. First, a petition to rezone this 4.5-acre site from R5 (Hotel District) to C3 (Fringe Commercial). Second, a proposed site plan to construct two new hotels, *Aloft* a four-story, 69,442-square foot, 128-room hotel; and *Home 2*, a four-story, 63,295-square foot, 107-room hotel.

LOCATION:

The site is located on the north side of Jackson Avenue, south of I-94 at the entrance ramp to Eastbound I-94.

STAFF RECOMMENDATIONS:

Staff recommends that the **rezoning** petition be **approved** because the proposed district is compatible with the existing and proposed uses and the Master Plan future land use recommendation, and is compatible with the surrounding districts.

Staff recommends that the **site plan** be **approved** because the contemplated development complies with all applicable state, local and federal laws, ordinances, standards and regulations; the development limits the disturbance of natural features to the minimum necessary to allow a reasonable use of the land; and the development does not cause a public or private nuisance and does not have a detrimental effect on the public health, safety or welfare.

REZONING PETITION:

Description – The site is currently zoned R5 (Hotel District), which would permit a maximum of 216 rooms and maximum height of 50 feet. The petitioner has chosen to re-zone the site to C3 (Fringe Commercial) which allows hotels by right with a maximum of 55 feet (4 stories) and a total of 235 hotel rooms. The existing R5 zoning permits only hotel and similar uses with accessory incidental uses. The proposed C3 allows all types of commercial uses, office and hotels. The applicant requests that the 4.5-acre R5 parcel be rezoned to C3.

Master Plan Recommendation – The [City Master Plan](#) includes 8 elements, adopted individually between 2009 and 2017, and together by resolution in 2015. Together, the City Master Plan elements seek to guide the City towards sustainability, conservation, and increasing livability, affordability, transportation choices, and dense, mixed uses on vibrant, active, friendly streets. The Land Use Element recommends “commercial” for this site.

Standards for Approval – Changes to the text or map of the Unified Development Code (Chapter 55 of the Ann Arbor City Code) may be made pursuant to Section 5.29.9. To assist the Planning Commission and City Council with their decision, applicant submitted a petition with justifications in support of the request. The petition, available [here](#) and attached, addresses:

1. The extent to which the rezoning is necessary.
2. How the rezoning will affect the public welfare and property rights of persons located in the vicinity.
3. How the rezoning will be advantageous to the City.
4. How this particular location will meet the convenience and service requirements of potential users and occupants.
5. Any changed or changing conditions in any particular area, or in the City generally, which may have bearing on the request.
6. Other circumstances and factors which further justify the request.

Staff Comments – The C3 district is the most appropriate current zoning designation as it allows all types of commercial uses including hotels and restaurants. All recent hotels in the City have been approved under a C3 or Office zoning district. It is also found adjacent to this site. The R5 district has lower height limit and regulates density of hotels by calculating rooms per 900 sq ft of lot area.

In staff's opinion, it does not make sense for the projects to be developed under the R5 district when the C3 district suits the needs of the applicant, land owner, and community, and provides more flexibility for future uses. The public sidewalks installed as a result of this project, result in improved pedestrian circulation along the Jackson Avenue corridor.

SITE PLAN APPLICATION:

Description – The site formerly housed the *Michigan Inn* hotel, and is currently vacant. The site currently has one curb cut to Jackson Avenue, but no additional paving remains on the site. The petitioner is proposing to construct two new hotels, *Aloft* a four-story, 69,442-square foot, 128-room hotel and *Home 2*, a four-story, 63,295-square foot, 107 room hotel. The site plan proposes a 237 space parking lot accessed via two curb cuts, eight Class A bicycle spaces (four for each building) and 4 Class C (two for each building). There will be a total of four EV charging stations provided on the site, two near the entrance to each hotel. Storm water treatment for the site will consist of rain gardens and underground storage with infiltration.

A development standards review is provided below. Additional descriptions and notable details of the site plan include:

- **Setbacks** – The C3 district requires a minimum front setback of 10 feet and a maximum front setback of 25 feet. For new buildings, the minimum and maximum front setback standard applies to at least one of the hotels. the proposed hotel. One hotel(*Home2*) is set back 10 feet from the front property line along Jackson Avenue, the other hotel(*Aloft*) is set closer to the rear of the site.
- **Highway Frontage** – This site plan application is the among the first to be considered since Ordinance ORD-19-26 was approved on September 12, 2019 which changed the definition of front lot line. The lot lines (west and north) of the subject site adjacent to I-94 are no longer considered front lot lines. By definition they are now a rear and side lot line.
- **Height** – The C3 district requires a maximum height of 4 stories and 55 feet. The *Home2* Hotel is 4 stories and 54 feet in height. The *Aloft* Hotel is 4 stories and 55 feet in height.
- **Landmark Trees** – There are no landmark trees located on the site. Two street trees will be removed. They will be replaced with four new street trees along the ROW.
- **Sidewalks** – Currently no sidewalk exists fronting this site. There is a sidewalk that ends immediately adjacent to the east property line. The petitioner is required to construct sidewalk along the parcel frontage, however the petitioner has also agreed to pay for almost 150 feet of additional sidewalk across the

neighboring parcel to the west. This would help to close a significant sidewalk gap in this area. This improvement will be coordinated with the MDOT reconstruction of the entrance ramp to EB I-94. The reconstruction is planned for summer 2020.

Development Standards Review – Staff has reviewed the site plan for compliance with all applicable development standards of the C3 district provided in Chapter 55 [Unified Development Code](#). A summary of staff findings is provided in the chart below.

	EXISTING	PROPOSED	REQUIRED/ PERMITTED
Zoning	R5	C3	C3
Lot Area	4.5 ac. (194,931 sq. ft.)	4.5 acres (194,931 sq. ft.)	6,000 sq. ft. MIN
FAR%	0%	68% (132,737 sq. ft.) TOTAL	200% MAX (393,294 sq. ft. MAX)
Setbacks	Front	0 ft.	10 ft. (Jackson Ave) 10 ft. MIN – 25 ft. MAX
	Side (W)	0 ft.	None
	Side (E)	0 ft.	
	Rear	0 ft.	35 ft. (I-94) Aloft Hotel None
Height	N/A	Aloft Hotel 4 stories, 55 ft. Home 2 Hotel 4 stories, 54 ft.	4 stories, 55 ft. MAX
Vehicle Parking	0 spaces	237 spaces TOTAL	235 spaces MIN
Bicycle Parking	None	8 spaces Class A (4 per hotel) 4 spaces Class C (2 per hotel)	8 spaces Class A MIN (4 per hotel) 4 spaces Class C MIN (2 per hotel)

Staff Comments –The original site plan had both hotels located near I-94, away from the Jackson Avenue frontage. Planning Staff requested the architects reorganize building locations, bringing one of the hotels to the front of the site near Jackson Avenue. After

reconfiguration of the site, staff worked with the architects to improve the façades of the buildings, with a focus on the façades directly visible from Jackson Avenue.

The proposed rezoning and site plan substantially meets the criteria for approval. The C3 Zoning is appropriate for the surrounding area, land uses, and is consistent with the Master Plan designation. The site has been vacant since 2009, the new hotels and site improvements will upgrade the Jackson Avenue corridor and the proposed sidewalks help to further enhance this corridor.

Prepared by Matt Kowalski
Reviewed by Brett Lenart
/mg
5/5/20

Attachments: Zoning Map
Aerial Photo
DRAFT Development Agreement

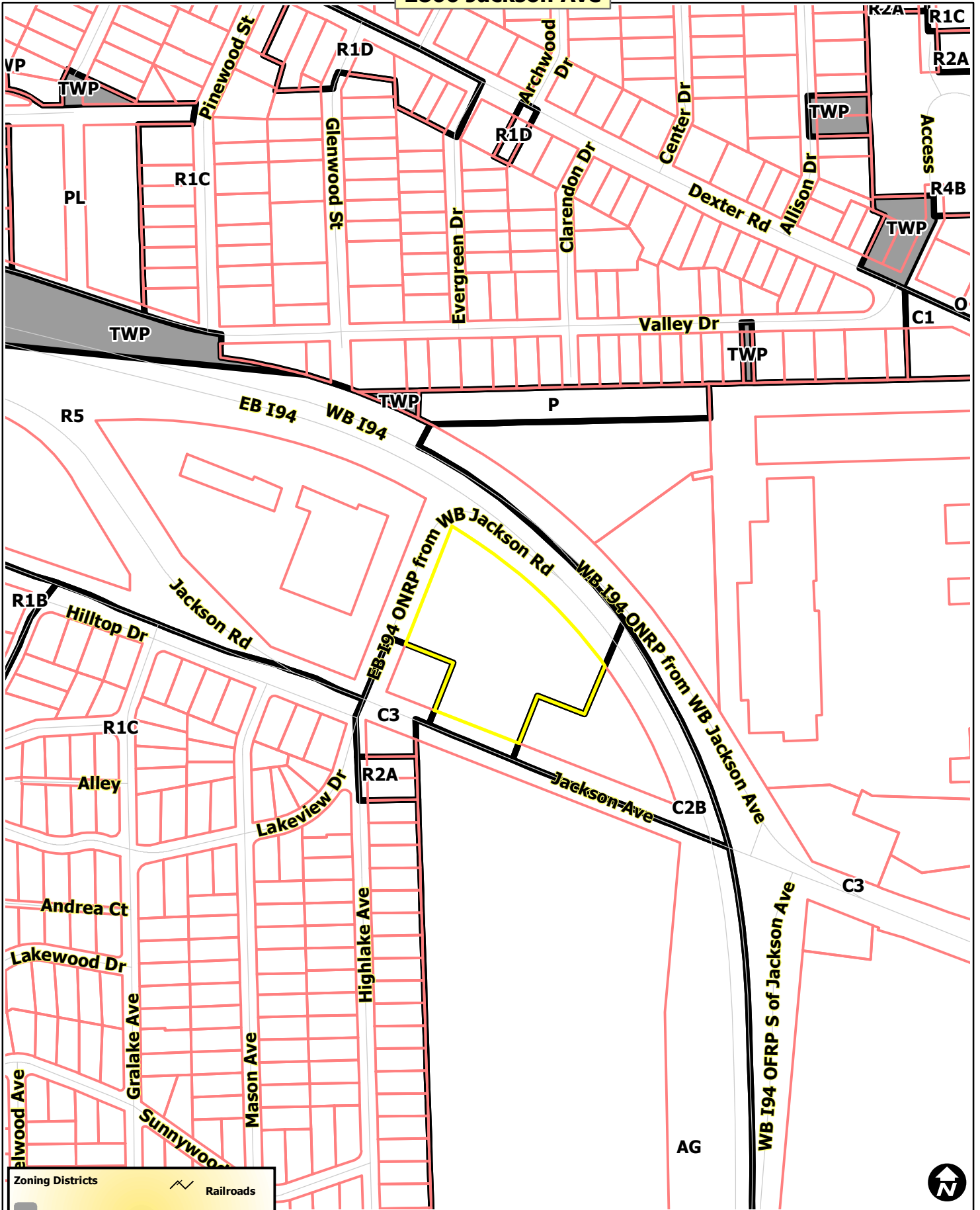
Links: [Site Plan Part 1](#)
[Site Plan Part 2](#)
[Aloft Architectural Plans](#)
[Home 2 Architectural Plans](#)

c: Owner and Applicant: Ann Arbor Best Hospitality (Chris Abbo)
(via email) 31100 Stephenson Highway,
Madison Heights, MI 48071

Applicant's Engineer: Giffels Webster (Andy Wakeland)
(via email) 1025 E. Maple Road
Birmingham, MI 48009

Systems Planning
Project Nos. Z19-004, SP19-007

2800 Jackson Ave

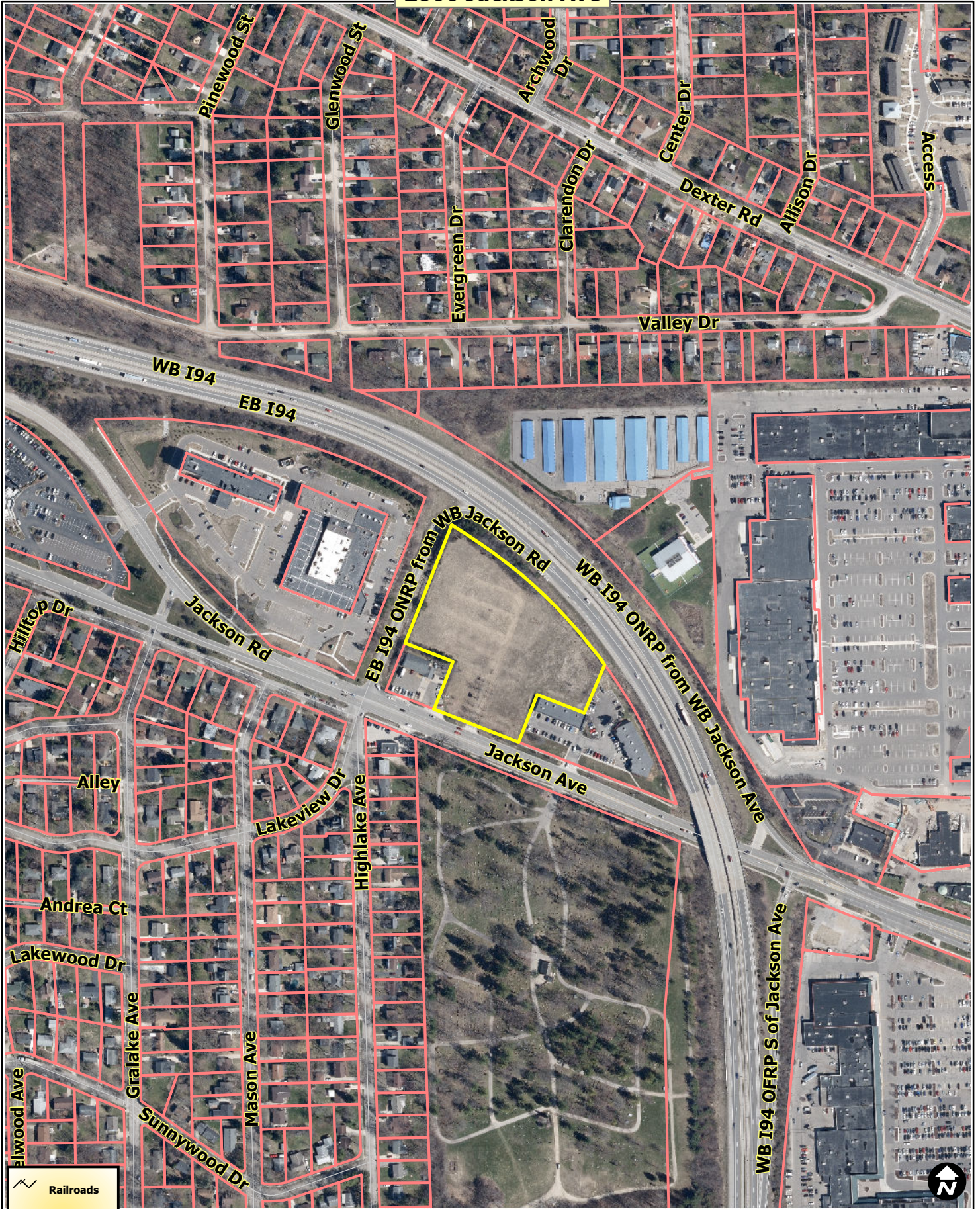


	Zoning Districts		Railroads
	Township Islands		Huron River
	City Zoning Districts		Tax Parcels



Map date: 10/17/2018
 Any aerial imagery is circa 2018 unless otherwise noted
 Terms of use: www.a2gov.org/terms

2800 Jackson Ave



- Railroads
- Huron River
- Tax Parcels

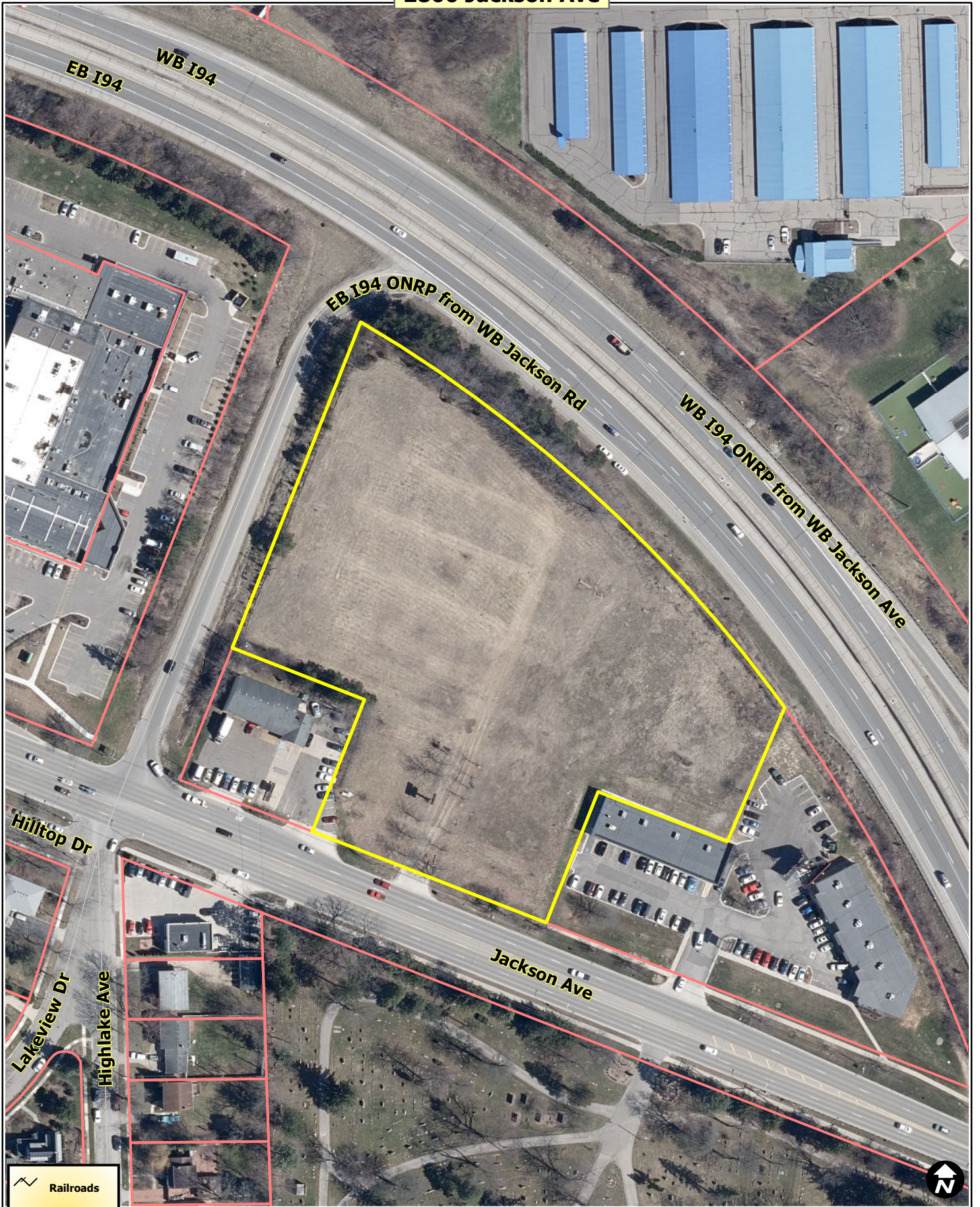


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2800 Jackson Ave



- Railroads
- Huron River
- Tax Parcels



Map date: 10/17/2018
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2800 JACKSON AVENUE HOTELS DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, by and between the City of Ann Arbor, a Michigan municipal corporation, with principal address at 301 East Huron Street, Ann Arbor, Michigan 48107, hereinafter called the CITY; and Ann Arbor Hospitality Inc., a Corporation, with principal address at 31100 Stephenson Highway, Madison Heights, MI 48071 hereinafter called the DEVELOPER, witnesses that:

WHEREAS, the DEVELOPER owns certain land in the City of Ann Arbor, described below and site planned as *2800 Jackson Avenue Hotels*, and

WHEREAS, the DEVELOPER has caused certain land in the City of Ann Arbor, described below to be surveyed, mapped and site planned as *2800 Jackson Avenue Hotels*, and desires *site plan* and development agreement approval thereof, and

WHEREAS, the DEVELOPER desires to build or use certain Improvements with and without the necessity of special assessments by the CITY, and

WHEREAS, the CITY desires to ensure that all of the Improvements required by pertinent CITY ordinances and regulations be properly made, and that the DEVELOPER will install these Improvements prior to any permits being issued.

THE DEVELOPER(S) HEREBY AGREE(S):

(P-1) To prepare and submit to the CITY for approval plans and specifications ("the Plans") prepared by a registered professional engineer for construction of public water and sanitary sewer, private storm water management systems, sidewalks ("the Improvements") provided that no work on said Improvements shall be commenced until the Plans have been approved by the City Administrator or designee, and until such other relevant information to CITY service areas as shall be reasonably required has been provided.

(P-2) To construct all Improvements set forth in Paragraph P-1 of this Agreement in accordance with the approved Plans and to repair all defects in the Improvements that occur within one year from the date of acceptance of the Improvements by the CITY, commencing on the latest date of the acceptance of any Improvements by the CITY. If the DEVELOPER fails to construct the Improvements, the CITY may send notice via first class mail to the DEVELOPER at the address listed above requiring it to commence and complete the Improvements in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER, if the DEVELOPER does not complete the work within the time set forth in the notice. Every owner of a portion of the property, including co-owners of condominium units, shall pay a pro-rata share of the cost of the work. That portion of the cost of the work attributable to each condominium unit shall be a lien on that Property and may be collected as a single tax parcel assessment as provided in Chapter 13 of the Ann Arbor City Code.

(P-3) To furnish, within 30 days of completion, an engineer's certificate that the construction of the public Improvements set forth in Paragraph P-1 above have been completed in accordance with the specifications of the CITY in accordance with the approved plans. The engineer's certificate will cover only those items the DEVELOPER'S engineer inspects.

(P-4) Prior to the issuance of building permits to deposit with a mutually acceptable escrow agent fully executed documents in a form acceptable to the CITY, which will convey, upon delivery to the CITY, easements for the construction and maintenance of public utilities. The escrow agreement shall provide for delivery of the documents to the CITY solely upon the condition that the CITY has accepted the public Improvement to be conveyed by the easement.

(P-5) To install all water mains, storm sewers, sanitary sewers and private driveways, through the first course of asphalt, pursuant to CITY approved plans and specifications, necessary to connect the site with existing CITY systems adjacent to the site prior to the issuance of any building permits. The final course of asphalt paving shall be completed prior to the issuance of *certificate of occupancy* on the site.

(P-6) To be included in a future special assessment district, along with other benefiting property, for the construction of additional Improvements to *Jackson Avenue*, such as street widening, storm sewers, curb and gutter, sidewalks, bike paths, street lights, and the planting of trees along *Jackson Avenue*, frontage when such Improvements are determined by the CITY to be necessary.

(P-7). The existing sanitary service lead for parcel 2890 Jackson Avenue crosses the subject site plan parcel (2800 Jackson Avenue). This existing, non-conforming situation will be allowed to remain with the approved service lead location and a recorded easement. **This easement is required prior to issuance of any permits.**

(P-8) A retaining wall is proposed to be relocated adjacent to parcel 2890 Jackson Avenue. **The retaining wall must be relocated prior to the construction of the water main and a temporary grading easement may be required from the adjacent parcel.**

(P-9) A bio-retention area encroaches ten feet into the proposed public water main easement. In the event of a water main break, repair, or replacement, restoration of the bio-retention area is the responsibility of the development

(P-10) To indemnify, defend and hold the CITY harmless from any claims, losses, liabilities, damages or expenses (including reasonable attorney fees) suffered or incurred by the CITY based upon or resulting from any acts or omissions of the DEVELOPER, its employees, agents, subcontractors, invitees, or licensees in the design, construction, maintenance or repair of any of the Improvements required under this Agreement and the approved site plan.

(P-11) To cause to be maintained General Liability Insurance and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and naming the CITY as additional insured to protect and indemnify the CITY against any claims for damage due to public use of the public improvement(s) in the development prior to final written acceptance of the public improvement(s) by the CITY. Evidence of such insurance shall be produced prior to any construction of improvement and a copy filed with the City Clerk's Office and shall remain in full force and effect during construction of the public improvement(s) and until notice of acceptance by the CITY of the Improvements.

(P-13) Existing street trees shown on the site plan as trees to be saved shall be maintained by the DEVELOPER in good condition for a minimum of three years after acceptance of the public Improvements by the CITY or granting of Certificate of Occupancy for each building. Existing street trees that are determined by the CITY to be dead, dying or severely damaged due to construction activity within three years after acceptance of the public Improvements or granting of Certificate of Occupancy, shall be replaced by the DEVELOPER as provided by Chapter 57 of the Ann Arbor City Code.

(P-17) To deposit, prior to any building permits being issued, a street tree planting escrow account with the Parks and Recreation Services Unit in the form of a check payable to the City of Ann Arbor. The escrow amount shall be based on the CITY policy in effect at that time and is to include all on-site public streets. The City Administrator may authorize the DEVELOPER to install the street trees if planted in accordance with CITY standards and specifications. If the street trees are found to be acceptable by the CITY, the escrow amount will be returned to the DEVELOPER one year after the date of acceptance by the CITY.

(P-19) To create an association (*or associations*) composed of all owners of *insert name of development* condominium, hereinafter called the "Association", in which membership shall be required by covenants and restrictions recorded as part of the master deed for *insert name of association*. The association(s) shall be responsible for and shall execute the appropriate documents insuring perpetual maintenance and ownership of the *landscape materials, exterior lighting, seating structures, driveways, on-site storm water management system*, and all other common elements.

(P-20) To construct, repair and/or adequately maintain on-site storm water management system. If the DEVELOPER fails to construct, repair and/or maintain the private storm water management system, the CITY may send notice via first class mail to the DEVELOPER at the address listed above, requiring it to commence and complete the items stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER if the DEVELOPER does not complete the work within the time set forth in the notice.

(P-21) After construction of the private on-site storm water management system, to maintain it until non-developer co-owners elect one or more directors to the Association's board of directors. Thereafter, by provision in the master deed, the Association shall own and maintain the storm water management system. Any proposed changes to the system must be approved by the City of Ann Arbor Systems Planning and Planning and Development Services Units. If the DEVELOPER or Association, as appropriate, fails to maintain any portion of the system, the CITY may send notice via first class mail to the DEVELOPER, or Association, at the address listed above, requiring it to commence and complete the maintenance stated in the notice within the time set forth in the notice. The CITY may cause the work to be completed at the expense of the DEVELOPER or Association if the DEVELOPER or Association does not complete the work, as appropriate, within the time set forth in the notice. If the CITY completes the work, and the costs remain unpaid by the Association for 60 days after notice via first class mail, the CITY may bill each condominium unit for the pro rata share of the total cost, or assess the pro rata share of those costs to each condominium unit as a single tax parcel assessment as provided in Chapter 13 of Ann Arbor City Code. Provisions for maintenance and

responsibility for the storm water management system, as well as the pro rata share of each condominium unit shall be included by the DEVELOPER in the master deed.

(P-22) After construction of the private on-site storm water management system, to commission an annual inspection of the system by a registered professional engineer evaluating its operation and stating required maintenance or repairs, and to provide a written copy of this evaluation to the CITY Public Services Area.

(P-23) That traffic mitigation measures in *Jackson Avenue* will be beneficial to the DEVELOPER'S property and, therefore, to pay the CITY \$ 14,490.96 for its share of the cost for traffic mitigation measures, which may include, but are not limited to one or more of the following:

a) *Sidewalk installation*

b) Tree removal, utility guy wire relocation, unused driveway removal, grading, and site preparation for sidewalk installation

c

The CITY agrees that it will not charge the DEVELOPER for more than \$ 15,000, as set forth above, of the traffic mitigation measures the CITY finds necessary to install Jackson Avenue sidewalk.

(P-27) To design, construct, repair and maintain this development in accordance with the provisions of Chapter 119 (Noise Control) to ensure that any noise emanating from said development will not impact nearby residents or businesses. In addition, DEVELOPER shall review existing noise sources surrounding said development and incorporate necessary design and construction techniques to ensure that future tenants will not be exposed to noise sources in violation of Chapter 119.

(P-28) To include the elevation drawings, as submitted to City Council, as part of the approved site plan and to construct all buildings consistent with said elevation drawings. If the DEVELOPER proposes any substantive changes to the approved building elevations, setbacks, aesthetics, or materials, that those changes be brought back to the City Council for consideration. The DEVELOPER is required to submit signed and sealed drawings to staff reflecting the elevations, setbacks, aesthetics, materials and site plan approved by City Council.

(P-29) To remove all discarded building materials and rubbish from the development at least once each month during construction of the development Improvements, and within one month after completion or abandonment of construction.

(P-35) DEVELOPER is the sole title holder in fee simple of the land described below except for any mortgage, easements and deed restrictions of record and that the person(s) signing below on behalf of DEVELOPER has (have) legal authority and capacity to enter into this Agreement for DEVELOPER.

(P-36) Failure to construct, repair and/or maintain the site pursuant to the approved site plan and/or failure to comply with any of this approved Agreement's terms and conditions shall constitute a material breach of the Agreement and the CITY shall have all remedies in law and/or in equity necessary to ensure that the DEVELOPER complies with the approved site plan and/or the terms and conditions of the approved Agreement. The DEVELOPER shall be

responsible for all costs and expenses including reasonable attorney fees incurred by the CITY in enforcing the terms and conditions of the approved site plan and/or Agreement.

(P-37) In addition to any other remedy set forth in this Agreement or in law or equity, if DEVELOPER fails to make a timely or full payments to the CITY as set forth elsewhere in the Agreement to the CITY in the agreed upon manner, any unpaid amount(s) shall become a lien, as provided under Ann Arbor City Code and recorded with the Washtenaw County Register of Deeds, against the land described below and may be placed on the CITY tax roll as a single lot assessment, or if the development is converted to condominium ownership, every owner of a portion of the property shall pay a pro-rata share of the amount of the payments attributable to each condominium unit. If the unpaid amount(s), in whole or in part, has been recorded as a lien on the CITY'S tax roll and with the Washtenaw County Register of Deeds, upon payment of the amount in full along with any penalties and interest, the CITY, upon request, will execute an instrument in recordable form acknowledging full satisfaction of this condition.

(P-38) To pay for the cost of recording this Agreement with the Washtenaw County Register of Deeds, and to pay for the cost of recording all documents granting easements to the CITY.

THE CITY HEREBY AGREES:

(C-1) In consideration of the above undertakings, to approve the 2800 Jackson Avenue Hotels.

(C-2) To use the \$ *insert sum as stated above* contribution for traffic mitigation measures at the *insert name of improvement as stated above*.

(C-3) To provide timely and reasonable CITY inspections as may be required during construction.

(C-4) To record this Agreement with the Washtenaw County Register of Deeds.

(C-5) Other items as needed. *Do not include any language about the City accepting the conveyance of property.*

GENERAL TERMS

Both the DEVELOPER and the CITY agree as follows:

(T-1) This Agreement is not intended to create a contractual right for third parties.

(T-2) This Agreement and any of its terms, conditions, or provisions cannot be modified, amended, or waived unless in writing and unless executed by both parties to this Agreement. Any representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on either party.

(T-3) This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior approval of the CITY is received. Such approval shall not be withheld unreasonably.

(T-4) The obligations and conditions on the DEVELOPER, as set forth above in this Agreement and in the approved site plan, shall be binding on any successors and assigns in ownership of the following described parcel:

City of Ann Arbor, Washtenaw County, Michigan

[ALTA Legal description(s) to be inserted here:]
[Parcel ID Number(s) to be inserted here:]

(T-5) In addition to any other remedy in law or in equity failure to comply with all of the above paragraphs on the part of the DEVELOPER, or any part of the approved site plan, in part or in whole, shall give the CITY adequate basis and cause to issue a stop work order for any previously-issued building permits and shall be an adequate basis and cause for the CITY to deny the issuance of any building permits, certificates of occupancy, or any other permits unless and until the CITY has notified the DEVELOPER in writing that the DEVELOPER has satisfactorily corrected the item(s) the DEVELOPER has failed to perform.

(T-6) This agreement shall be interpreted, enforced and governed under the laws of the State of Michigan and Ann Arbor City Code.

CITY OF ANN ARBOR, MICHIGAN
301 East Huron Street
Ann Arbor, Michigan 48107

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to Substance:

Tom Crawford, City Administrator

Approved as to Form:

Stephen K. Postema, City Attorney

ENTITY NAME

By: _____
Akram Namou, President

STATE OF MICHIGAN)
) ss:
County of Washtenaw)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__
by Christopher Taylor, Mayor, and Jacqueline Beaudry, Clerk of the City of Ann Arbor, a Michigan
municipal corporation, on behalf of the corporation.

NOTARY PUBLIC
County of Washtenaw, State of Michigan
My Commission Expires: _____
Acting in the County of Washtenaw

STATE OF _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__
by _____, _____ of _____, a
_____, on behalf of the _____.

NOTARY PUBLIC
County of _____, State of _____
My Commission Expires: _____
Acting in the County of _____

DRAFTED BY AND AFTER RECORDING RETURN TO:
Ann Arbor Planning & Development Services
ATTN: Brett Lenart
Post Office Box 8647
Ann Arbor, Michigan 48107
(734) 794-6265



June 2, 2020

Mr. Matt Kowalski, AICP
City Planner
City of Ann Arbor

Re: 2800 Jackson Avenue Hotels
City Project no.: SP19-007
City of Ann Arbor Site Plan Review
Bowers & Associates Project No. 18-226
Giffels Webster Project No. 19425.00

Mr. Kowalski,

This letter provides responses to the various City of Ann Arbor Planning Commission (Meeting date: May 19, 2020) requests and how they were discussed with staff and rectified on the plans.

TRAFFIC

1. Remove Curb Cut
The removal of an access point was reviewed and discussed with the Fire Department and Traffic Engineers but ultimately could not be supported for implementation for the following reasons:
 - a. Per previous reviews by the Fire Department and subsequent discussion this site requires two access roads with one of those access points being considered aerial access. Per IFC 2015 at least one of the required access routes shall be located within 15' and a maximum of 30' from the building.
 - b. This was not recommended and discouraged as it would put all in-bound and out-bound traffic at one access point.
2. Access from Neighboring Site
Ann Arbor Best Hospitality (owner) has reached out to neighboring site to the East regarding potential cross access. We have not received a response from the Ownership at this time.
3. One-Way Traffic
The One-Way access and circulation through the site were discussed with the Fire Department but ultimately was denied by the Fire Department and therefore could not be implemented into the design. Per Aerial Apparatus Access is required because both buildings are greater than 30' high, one aerial fire apparatus access road is required per building. Aerial access roads shall have a minimum width of 26', exclusive of shoulders per IFC, Appendix D105.2.
4. Right Turn Only
The Right-Turn Only option was reviewed with Giffels Webster Traffic Engineers and the Fire Department and found that it could be implemented based upon the following conditions:

- a. Per the Fire Department as long as both access drives still supported entry to the site they would not oppose such a measure.
 - b. Although it creates some operational and signage issues on site those instances are minor enough that the Traffic Engineer would support such an exit.
- Therefore "Right Turn Only" Exit signs were added to the west exit of the site as noted above.

LANDSCAPE:

1. Depressed Bioswale
 - a. Allowance of a change to live plantings within the bioswale area were discussed with the Urban Forestry reviewer and were not objected to, therefore live plantings have been added to the depressed bio-swale area in addition to a seed mixture to assist in establishing the bio-retention area and achieve runoff reduction from implementation.
2. Transformer Screening
 - a. Screening material modification was discussed with the Urban Forestry reviewer and were not objected to, therefore the plant material was switched to a faster growing narrower variety of Spirea plant.
3. Parking Lot Screening
 - a. Screening material modification was discussed with the Urban Forestry reviewer and were not objected to therefore the material was changed to a lower height Blue Danube Juniper which will block the parking area per ordinance but will not grow to such a height that would block the view of pedestrians from auto traffic exiting the site.
4. Building Jackson Road Facade
 - a. Per the Planning Commission request the architect has modified the portion of the building along Jackson Avenue and added a trellis, add glass, projected the gray portion of the building out and increased size of entry canopy. Along with those modifications and plantings were revised and added at the retaining wall and under the trellis in order to accentuate the architectural features. In addition to those plantings the proposed street frontage trees were moved toward the side of the building to accentuate the architectural features. The existing street frontage tree however was not able to be relocated as the preference per City standard is to preserve as many existing trees as possible.

Sincerely,

Scott M. Bowers, Bowers + Associates
Andy Wakeland, Giffels Webster
Chris Abbo, Ann Arbor Best Hospitality