

CASCADE CHARTER TOWNSHIP

Ordinance 12 of 2014

AN ORDINANCE TO AMEND THE CASCADE CHARTER TOWNSHIP ZONING  
ORDINANCE AND ZONING MAP TO ESTABLISH THE  
**DRURY DEVELOPMENT CORPORATION**  
PLANNED UNIT DEVELOPMENT PROJECT.

CASCADE CHARTER TOWNSHIP ORDAINS:

SECTION I. AN AMENDMENT TO THE CASCADE CHARTER TOWNSHIP ZONING  
ORDINANCE.

The application received from Drury Development Corporation or its assigns (hereafter referred to as the “Developer”) for Planned Unit Development designation for the proposed Drury Inn & Suites Hotel Project (hereinafter referred to as the “Project”) was recommended by the Cascade Charter Township Planning Commission for approval on November 17, 2014. The Project is recommended by the Planning Commission for a PUD designation allowing a seven story hotel containing at least 180 hotel rooms and associated accessory facilities (the “Hotel”), along with a commercial outlot (the “Outlot”). Approval of the proposed PUD requires an amendment to the Cascade Charter Township Zoning Ordinance and Zoning Map to incorporate the Planning Commission’s recommendations and the final actions of the Cascade Charter Township Board. On December 10, 2014, the Cascade Charter Township Board approved the PUD as specified in this document.

SECTION II. LEGAL DESCRIPTION.

PART SWFRL 1/4 COM 302 FT W & 613.65 FT N FROM S 1/4 COR TH NELY TO INT OF W LINE OF E 132 FT OF SWFRL 1/4 & SLY LINE OF HWY I-96 /300 FT WIDE/ TH SELY ALONG SLY LINE OF SD HWY TO N&S 1/4 LINE TH S ALONG N&S 1/4 LINE TO N LINE OF S 198 FT OF SWFRL 1/4 TH W TO NW COR OF S 198 FT OF E 132 FT OF SWFRL 1/4 TH S ALONG W LINE OF E 132 FT OF SWFRL 1/4 TO S SEC LINE TH W 50 FT TH N PAR WITH N&S 1/4 LINE 238.65 FT TH W PAR WITH S SEC LINE 120 FT TH N PAR WITH N&S 1/4 LINE TO BEG \* SEC 7 T6N R10W 3.80 A (PPN 41-19-07-376-026).

AND ALSO:

S 198 FT OF E 132 FT S 1/2 SW 1/4 EX THAT PART LYING S OF A LINE 70 FT N FROM /MEAS PERP TO / CL OF 28TH ST \* SEC 7 T6N R10W 0.41 A. ( PPN 41-19-07-376-009)

### SECTION III. GENERAL PROVISIONS.

The conditions, requirements, and regulations contained in this document shall apply to the Project in addition to those requirements and regulations contained in Chapter 11 (ES Expressway Service District) of the Cascade Charter Township Zoning Ordinance.

### SECTION IV. PURPOSE.

The Project occupies approximately 4.21 acres of land that is proposed to be developed as the Hotel and Outlot. The Planned Unit Development technique has been chosen by the Developer to provide more flexibility and control over the development's aesthetics and appearance.

The conditions, requirements, and regulations contained in this document are established to ensure high quality development of the Project. Additionally, they are designed to achieve integration of this development with adjacent and area land uses.

### SECTION V. APPROVAL LIMITATIONS.

- A. The provisions of this Ordinance 12 of 2014 ("this Ordinance") are not intended as a substitute for the Cascade Charter Township Zoning Ordinance and the General Development Plan, nor do they in any way relieve the Developer from obtaining all approvals and permits required by the Township, except as otherwise expressly provided herein. In the event that a development issue or site plan element is not expressly addressed by this Ordinance, the specifications and requirements of the Cascade Charter Township Zoning Ordinance shall apply. Furthermore, all other applicable Cascade Charter Township ordinances shall still govern the Project where applicable.
- B. Except as expressly otherwise provided herein, the Developer and its assigns must meet all applicable provisions, ordinance requirements, and regulations of Cascade Charter Township, as well as federal, county, and state law, and must obtain all necessary approvals from state and county governmental agencies that are required for construction, operation, or use.
- C. This PUD approval is expressly contingent upon all conditions of approval herein remaining fully effective and valid. If any condition imposed herein is determined to be invalid, illegal or contrary to law as a result of a successful legal challenge by the Developer or its assigns, or any other party, the Township reserves the right to review the entire Project under the PUD provisions of the Cascade Charter Township Zoning Ordinance.
- D. All conditions contained herein and in the final approved site plan shall be binding upon the Developer, as well as its successors, tenants and assigns. The conditions may be modified or amended only pursuant to a formal amendment of the PUD approval, approved site plan, and ordinance amendment. The Project must be constructed and operated, and all properties therein used, in strict

compliance with the PUD approval (including this Ordinance and the final approved site plan), and no deviations can occur without prior formal written approval by the Township. So-called minor deviations shall not occur or be made unilaterally by the Developer or its successors, tenants, or assigns. Any deviation without prior formal written approval by the Township will constitute a violation of this Ordinance and the Cascade Charter Township Zoning Ordinance. Notwithstanding the forgoing, minor changes to the site plan may be approved administratively by the Planning Director provided the changes comply with all applicable requirements of the Cascade Charter Township Zoning Ordinance and all other Township regulations or state law. Minor changes subject to administrative review are defined in Section 21.04 of the Cascade Charter Township Ordinance. Any other changes shall require an amendment or variance to this Ordinance.

- E. This approval document shall be recorded with the Kent County Register of Deeds by the Developer prior to construction occurring on site and shall run with and bind the lands involved. Copies of this recorded document shall be supplied by the Developer to the Cascade Charter Township Clerk.
- F. Failure to comply with the site plan or any condition of approval herein shall be deemed to be both a nuisance per se and a violation of the Cascade Charter Township Zoning Ordinance.
- G. Prior to recording a copy of this document as specified in Section V(E) hereof, the Developer shall type the following statement onto the end of this document (or add an additional page to the document) as follows, and shall sign and date the same:

“Drury Development Corporation has fully read the above PUD ordinance amendment, understands its provisions and fully agrees with all requirements and conditions contained in the same, on behalf of it and its assigns, successors and transferees in and to the property involved.”

#### SECTION VI. PERMITTED USES.

The permitted uses for the Project are as follows:

- 1) The Hotel, which will contain at least 180 hotel rooms and may included multiple conference rooms, indoor swimming pool and related amenities;
- 2) The Outlot may be used for a restaurant having drive in or drive through service, and/or other permitted uses as listed in the underlying ES zoning district as amended, following site plan and special use permit approval, whichever is applicant under the Cascade Township Zoning Ordinance.

## SECTION VII. DESIGN GUIDELINES AND REQUIREMENTS.

The Project shall be developed in accordance with the Project's site plan approved by the Township in conjunction with this Ordinance. No alterations, expansions, or additions may occur to the Project without a formal amendment to this Ordinance, unless expressly otherwise authorized herein. The development of all permitted uses within the Project shall conform to the following general design standards, which are more specifically outlined in the approval site plan and plans and specifications:

- A. Height – The following heights shall be the maximum allowed for each item:
1. Hotel Building – 72' 10" to the roof line of the building.
  2. Hotel Parapet wall may extend another 14 feet.
  3. Outlot building is limited to 48 feet tall
- B. Setbacks – As depicted on the site plan, the following setback requirements shall apply to the Project:
1. The Hotel shall be setback a minimum of:  
100 feet from the 28th Street right-of-way  
50 from the rear property line  
50 from the east property line  
50 from the west property line
  2. The Outlot building shall be constructed within the boundaries of the pad area shown on the site plan dated 11/4/14, or as otherwise approved by the Planning Director; to the extent any deviation shall constitute a minor change under Section 21.04 of the Cascade Charter Ordinance
- C. Parking – There shall be a total of at least one (1) parking space per hotel room in the Hotel. That portion of the parking lot shown on the site plan which is located generally east of the restaurant pad is located on land owned by Consumers Energy Company which is being leased by the Developer for parking purposes.
- D. Stormwater Drainage – In lieu of requiring that an Act 433 agreement or a drainage district be established with the Kent County Drain Commissioner, Cascade Charter Township has agreed to approve the site plan for the Project so long as the Project (and any and all portions thereof) complies with the Cascade Charter Township Stormwater Ordinance as that ordinance exists as of the date of the approval of the site plan (which shall be referred to hereinafter as the "Stormwater Ordinance"). Accordingly, the Property is required to ensure the proper installation and permanent maintenance of any and all storm drainage and water retention systems, pipes, ponds, and facilities for the Project (collectively, the "Facilities") shown on the approved site plan or as otherwise required by the Cascade Charter Township Stormwater Ordinance. The Utility Plan prepared by Exxel Engineering Inc. dated November 4, 2014 showing the approximate location of the Facilities is attached hereto as Exhibit A (the "Utility

Plan”). Such requirements and obligations include, but are not necessarily limited to, the following:

- i. Maintenance and repair regarding the following items shall be done on a regular basis following completion of the Project and in such fashion as to ensure that all components of the Facilities function properly at all times:
  1. Sediment removal;
  2. Erosion control;
  3. Structural integrity of the physical systems; and
  4. Designate access to the facilities.
- ii. The Township (including its designated officials, officers, agents, and contractors) shall have the right to physically inspect all aspects of the Facilities at all reasonable times, or any other times if, in the opinion of the Township, there is a threat to the public health, safety, or welfare.
- iii. Buildings, structures, landscaping and trees (except as shown on the Landscaping Plan approved by the Township), or similar items (excluding paving, which shall be permitted) shall not be installed, planted, or placed over any portion of the Facilities without prior written Township approval, not to be unreasonably withheld.
- iv. Following installation of the Facilities and within 60 days of the request of the Township, the Developer shall supply the Township with a permanent recordable easement (in a form acceptable to the Township and Developer) to access and repair the following Facilities:
  1. Storm sewer pipes;
  2. Basins;
  3. Spillways;
  4. Waterways; and
  5. Designated access routes from the public right of way to all portions of the Facilities
- v. The Township shall be supplied with an engineer’s “as-built” certification to certify that the Facilities as constructed and installed match the approved design. The Township shall also be supplied with a reduced copy of the approved site plan graphically showing the location of the Facilities, together with any and all easements therefor.
- vi. Should the Facilities not be properly installed, maintained, and/or repaired, in compliance with all of the requirements of the approved site plan, and the Stormwater Ordinance due to the fault or neglect of the developer or other owner of the Property, and any such noncompliance or deficiency shall not have been fully remedied within 30 days of the date when the

Township has given written notice of any such noncompliance or deficiencies (provided that if such noncompliance or deficiency cannot reasonably be remedied within 30 days, then the Developer or owner, as applicable, shall have such additional time as is necessary, provided it commences to remedy the noncompliance or deficiency within such 30 day periods and proceeds with due diligence), the Township, at its sole option and discretion, shall have the right and authority to perform any and all installations, repairs, and/or maintenance which is reasonably required to comply with the approved site plan and the Stormwater Ordinance (and none other ) and charge back the costs thereof to the Owner of the Property.

E. Signs – The following signs are permitted in the Project:

1. One main identification sign at the entrance drive with a maximum size of 125 sq. ft and a maximum height of 30 feet.
2. Wall signs totaling no more than 394 sq. ft. The wall sign square footage may be dividing into as many as three wall signs as shown on the approved elevation plan dated 10/10/14.
3. Developer may install or attach a directional sign onto any one of the existing directional signs (or replacements thereof) located at the 28<sup>th</sup> St intersection provided that the sign is no larger than 24 sq ft in total when completed. A separate directional sign for Drury is not permitted.
4. Two on site directional signs limited to 10 sq. ft. each.

F. Lighting – Parking lot surface and building security lights per the approved lighting plan dated 8/4/14. Hotel accent lighting to comply with Cascade Charter Township Zoning Ordinance.

G. Sidewalk – In the event that Cascade Charter Township or its agent extends a sidewalk across the Project's frontage along 28<sup>th</sup> Street, the Developer will construct an internal sidewalk in a location mutually acceptable to connect Hotel and Outlot pedestrian traffic with such sidewalk.

#### SECTION VIII. CROSS ACCESS.

The Project is benefitted by an access easement for pedestrian and vehicular ingress and egress to and from 28<sup>th</sup> Street, in accordance with that certain Second Amendment to Easement Agreement dated December 31, 2008, recorded at Instrument No. 20090310-0019775, Kent County, Michigan records, and in accordance with that certain Easement and Restriction Agreement dated December 31, 2008, recorded at Instrument No. 20090310-0019774, Kent County, Michigan records, and the locations of such easements are depicted on the site plan.

SECTION IX. LANDSCAPING, BUFFER YARD AND CASCADE SIGN REQUIREMENTS.

A. Landscaping shall be done in accordance with the approved landscape plan dated 8/19/14. If for any reason any of the landscaping becomes dead, diseased, dying, or is removed for any reason, the Developer shall replace it with a tree of the same or similar type as close to the original location as possible within one growing season from when it is notified by the Township.

B. All landscaping shall be hardy plant materials and shall be maintained after planting in a neat and orderly manner. Withered and/or dead plant materials shall be replaced within a reasonable period of time but no longer than one growing season. The Township shall require a landscaping bond or letter of credit (which of these is required shall be at the Township's discretion) for all required landscaping. The amount of the bond or letter of credit, and the form of the same) shall be approved by the Planning Department.

C. The Developer will construct at its expense the base of a sign and wall for the benefit of the Township on land owned by Consumers Energy Company pursuant to a license with such entity. Such wall will not exceed three (3) feet in height or thirty (30) feet in length. Such improvements shall be constructed in a location and configuration mutually agreeable to the Township and the Developer, to be determined following approval of Consumer's Energy Company and/or METC. The Township will install and maintain at its expense and discretion, the stone/brick veneer and cap on the wall and sign base and community identification signage pursuant to the license with Consumer's Energy Company. The Developer will install and maintain, at its expense, landscaping improvements, including irrigation, surrounding such wall and signage pursuant to a mutually acceptable landscaping plan.

SECTION X. TEMPORARY BUILDINGS.

No structure of a temporary nature; trailer, tent or construction shack shall be constructed, placed or maintained within the Project except where approved by the Township and if accessory to and necessary during construction of a permanent building or infrastructure improvement.

SECTION XI. SITE PLAN.

A. The Project shall be developed in accordance with the site plan approved by the Township Board and signed by the Township. The site plan shall provide appropriate measurements demonstrating compliance with Chapter 16 of the Zoning Ordinance. Engineering plans and/or documents relating to utilities, topography, drainage, and the survey of the Project shall be reviewed and approved by the Township Engineer. Approval of these documents shall be based upon their meeting Township ordinance requirements and recognized, acceptable engineering standards and practices.

SECTION XII. UTILITIES.

A. The Project shall be served with public water and public sewer at the Developer's expense. The on-site water and sewer design and the connection to the public water and sewer

systems shall be approved by the Township and the City of Grand Rapids prior to installation. Said improvements shall be consistent with the Sewer and Water Master Plan(s) for Cascade Township.

B. The Developer shall provide all necessary recorded easements within the Project for telephone, electricity, gas, and cable television to the Township and the appropriate utility provider(s) without cost.

### SECTION XIII. MISCELLANEOUS DEVELOPMENT REQUIREMENTS.

#### A. SOIL EROSION

The Developer shall submit to the Township a soil erosion control plan showing all temporary and permanent soil erosion control measures to be taken before, during, and after construction on the site. This plan shall be reviewed and approved by the Township Engineer prior to commencing any building on the site.

### SECTION XIV. CONSISTENCY WITH PLANNED UNIT DEVELOPMENT STANDARDS.

The approved Planned Unit Development will result in a recognizable benefit to the ultimate users of the Project and to the community. Current and future area residents will recognize the benefits of the development.

The Township finds the Project will not result in a material increase in the need for public services, facilities and utilities and will not place a material burden upon the subject property and the surrounding properties. The Project is not anticipated to cause unreasonable impacts to the stormwater drainage of the surrounding area. All stormwater and soil erosion control plans will be approved by the Township Engineer and the appropriate county and state agencies.

The Project has been determined by the Township to be compatible with the 2009 Master Plan of the Township and with the spirit and intent of the Planned Unit Development Chapter of the Zoning Ordinance.

The Township finds the Project will not result in an unreasonable negative economic impact upon surrounding properties.

The Township finds the Project to have at least the same amount of green areas and usable open space than would typically be required by the Township Zoning Ordinance.

### SECTION XV. PERFORMANCE GUARANTEE.

To ensure compliance with this Ordinance/Ordinance amendment and any conditions herein, the Township may require reasonable performance guarantees to ensure completion of improvements such as, but not limited to: landscaping, drainage, lighting, roads and utilities. The Township Board, Engineer, or Planning Director may require such guarantees at any time they deem it necessary to ensure completion of the improvements.



SECTION XVI. EFFECTIVE DATE.

This Ordinance shall become effective seven (7) days after publication of this document (or a summary) in the *Grand Rapids Press*, a newspaper of general circulation within Cascade Charter Township.

The foregoing Ordinance was offered by Board Member Koessel, supported by Board Member Goodyke. The roll call vote being as follows:

YEAS: Lewis, Koessel, Peirce, Beahan, McDonald, Goldberg, Goodyke

NAYS: None

ABSENT: None

---

Ron Goodyke  
Cascade Charter Township Clerk

CERTIFICATION

I hereby certify the foregoing to be a true copy of an Ordinance adopted at a Regular Meeting of the Cascade Charter Township Board on the 10<sup>th</sup> day of December, 2014.

---

Ron Goodyke  
Cascade Charter Township Clerk

Applicant Statement:

“Drury Development Corporation has fully read the above PUD ordinance amendment, understands its provisions and fully agrees with all requirements and conditions contained in the same, on behalf of it and its assigns, successors and transferees in and to the property involved.”

DRURY Signature \_\_\_\_\_

Printed Name

Date