

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 22, 2010

CITY COMMISSION CHAMBERS @ 5:30 P.M.

AGENDA

- ❑ **CALL TO ORDER:**
- ❑ **PRAYER:**
- ❑ **PLEDGE OF ALLEGIANCE:**
- ❑ **ROLL CALL:**
- ❑ **HONORS AND AWARDS:**
 - A. Muskegon Community College Softball Team.**
- ❑ **INTRODUCTIONS/PRESENTATION:**
- ❑ **CONSENT AGENDA:**
 - A. Approval of Minutes.** CITY CLERK
 - B. Fireworks Display Permit for Muskegon Summer Celebration.** CITY CLERK
 - C. Liquor License Request for 885 Jefferson Street.** CITY CLERK
 - D. Liquor License Request for 2064 Henry.** CITY CLERK
 - E. Request to Fly the Mexican Flag.** CITY CLERK
 - F. Sewer Lift Station Pump Control System Purchase.** PUBLIC WORKS
 - G. Amendments to the Zoning Ordinance – Rules on Banners.** PLANNING & ECONOMIC DEVELOPMENT
 - H. Towing Contract.** PUBLIC SAFETY
 - I. Amend 2010 Action Plan.** COMMUNITY & NEIGHBORHOOD SERVICES
 - J. Request Additional NSP Funds from MSHDA.** COMMUNITY & NEIGHBORHOOD SERVICES
 - K. Consumer's Energy Grant for Academic Olympics.** COMMUNITY & NEIGHBORHOOD SERVICES
- ❑ **PUBLIC HEARINGS:**
- ❑ **COMMUNICATIONS:**
- ❑ **CITY MANAGER'S REPORT:**

❑ **UNFINISHED BUSINESS:**

❑ **NEW BUSINESS:**

A. Viridian Drive Extension: Development Agreement Between the City of Muskegon ("City) and Grand Valley State University ("GVSU"), Agreement for the Donative Conveyance of Real Property Between the City of Muskegon and Viridian Properties, LLC, Agreement for the Donative Conveyance of Real Property Between the City of Muskegon and Parkland Acquisitions, LLC. PLANNING & ECONOMIC DEVELOPMENT

❑ **ANY OTHER BUSINESS:**

❑ **PUBLIC PARTICIPATION:**

- ***Reminder: Individuals who would like to address the City Commission shall do the following:***
- Fill out a request to speak form attached to the agenda or located in the back of the room.
- Submit the form to the City Clerk.
- Be recognized by the Chair.
- Step forward to the microphone.
- State name and address.
- Limit of 3 minutes to address the Commission.
- (Speaker representing a group may be allowed 10 minutes if previously registered with City Clerk.)

❑ **CLOSED SESSION:**

❑ **ADJOURNMENT:**

ADA POLICY: THE CITY OF MUSKEGON WILL PROVIDE NECESSARY AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WHO WANT TO ATTEND THE MEETING UPON TWENTY FOUR HOUR NOTICE TO THE CITY OF MUSKEGON. PLEASE CONTACT ANN MARIE BECKER, CITY CLERK, 933 TERRACE STREET, MUSKEGON, MI 49440 OR BY CALLING (231) 724-6705 OR TDD: (231) 724-4172.

RESOLUTION

2009-2010 JAYHAWKS NATIONAL CHAMPIONSHIP SOFTBALL TEAM

WHEREAS, *by its extraordinary efforts, the Muskegon Community College Jayhawks softball team has won the Conference, State, and Regional titles progressing to achieve the NJCAA Division II National Championship title and ending the season with an amazing record of 59-9; and*

WHEREAS, *the City Commission recognizes the significant positive influence the Jayhawks softball team achieved by channeling the energies and enthusiasm of so many of our citizens, teaching sportsmanship and the competitive will to win, and promoting physical fitness and well-being through wholesome association with others in organized sports; and*

WHEREAS, *the excellent performance, dedication, and commitment of these young women, along with their coaching staff, have proven to be a source of admiration and inspiration to the citizens of Muskegon;*

NOW THEREFORE BE IT RESOLVED *that the City Commission congratulates the Muskegon Community College 2009-2010 Jayhawks National Championship Softball Team for its outstanding accomplishments.*

Signed this 8th day of June 2010.

Stephen J. Warmington
Mayor

Date: June 22, 2010
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Approval of Minutes

SUMMARY OF REQUEST: To approve minutes for the June 8th City Commission Meeting.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

CITY OF MUSKEGON

CITY COMMISSION MEETING

JUNE 8, 2010

CITY COMMISSION CHAMBERS @ 5:30 P.M.

MINUTES

The Regular Commission Meeting of the City of Muskegon was held at City Hall, 933 Terrace Street, Muskegon, Michigan at 5:30 p.m., Tuesday, June 8, 2010.

Mayor Warmington opened the meeting with a prayer from Elder George Monroe from Evanston Avenue Baptist Church after which the Commission and public recited the Pledge of Allegiance to the Flag.

ROLL CALL FOR THE REGULAR COMMISSION MEETING:

Present: Mayor Stephen Warmington, Vice Mayor Stephen Gawron, Commissioners Clara Shepherd, Lawrence Spataro, Sue Wierengo, Steve Wisneski, and Chris Carter, City Manager Bryon Mazade, City Attorney John Schrier, and City Clerk Ann Marie Becker.

2010-49 INTRODUCTIONS/PRESENTATION:

A. USHL Junior Hockey Team.

Mayor Warmington stated that next week over 180 young men and their families will come to Muskegon for tryout camp. These families will be staying, eating, and visiting our local attractions.

2010-50 CONSENT AGENDA:

A. Approval of Minutes. CITY CLERK

SUMMARY OF REQUEST: To approve minutes of the City Commission Meeting that was held on Tuesday, May 25, 2010.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the minutes.

B. Fireworks Display Permit for Muskegon Summer Celebration. CITY CLERK

SUMMARY OF REQUEST: American Fireworks is requesting approval of a fireworks display permit for July 4th at the Muskegon Summer Celebration. Fire Marshall Metcalf has reviewed the request and recommends approval contingent on

inspection of the fireworks. The insurance coverage has been approved.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

C. Fireworks Display Permit for Muskegon Country Club. CITY CLERK

SUMMARY OF REQUEST: Melrose Pyrotechnics, Inc. is requesting approval of a fireworks display permit for July 4, 2010, at the Muskegon Country Club, 2801 Lakeshore Drive. Fire Marshall Metcalf will inspect the fireworks on the day of the event. The insurance coverage has been approved.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

D. Special Event Request – Catamaran Racing Association of Michigan Request to hold a Catamaran Sailing Event with Overnight Camping at Pere Marquette Park. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: CRAM is requesting permission to hold a Catamaran sailing event at Pere Marquette Park August 27 through 29, 2010. They would like to use the City-owned lot that is currently being leased by Captain Jack's for overnight camping on August 27 and 28, 2010.

The owner of Captain Jack's (CJ's on the Beach) submitted a letter indicating their support of the event.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution allowing for overnight camping at Pere Marquette for this event on August 27 and 28, 2010.

COMMITTEE RECOMMENDATION: This request was recommended for approval by the Leisure Services Board at their April 19, 2010, meeting.

F. Agreement for School Resource Officer – Muskegon Public Schools.
PUBLIC SAFETY

SUMMARY OF REQUEST: Police Department staff is requesting that the Commission approve an agreement between the City and the Muskegon Public Schools. The agreement provides for the continuance of a full-time School Resource Officer who is assigned to Muskegon High School. Muskegon Public Schools has agreed to pay one-half of the annual salary of the police officer position for a nine-month period. This agreement covers the period of September 7, 2010 through June 10, 2011.

FINANCIAL IMPACT: This agreement will produce revenue in the amount of \$18,540 for the period of the agreement.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval of the agreement.

G. Special Event Request – Muskegon Area Amateur Radio Council Field Day and Demo with Overnight Camping at Pere Marquette Park.

PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The Muskegon Area Amateur Radio Council is requesting permission to hold a “Field Day” amateur radio emergency communication demo event at Margaret Drake Elliott Park June 25 through 27, 2010.

They would like to allow council members to camp overnight at the park. There will be less than 10 people at the park overnight, in RV’s, campers, and/or tents.

There is someone using Margaret Drake Elliott Park on June 26; however, Mr. Fries, organizer of this event, had spoken with Teresa Ackerberg earlier, and she had informed him that there was plenty of space in the park, as long as Mr. Fries’ group provided their own tents.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the resolution allowing overnight camping at the park for this event on June 25 and 26, 2010.

COMMITTEE RECOMMENDATION: None, this request was received after the May Leisure Services Board meeting. This is a first-time event.

H. Request for Encroachment Agreement – Frauenthal Theater “Cameraman” Bronze Sculpture. **ENGINEERING**

SUMMARY OF REQUEST: The Community Foundation for Muskegon County has submitted the encroachment agreement form requesting your permission to place “The Cameraman” bronze sculpture of Buster Keaton with a movie camera on the Western Avenue side of the Frauenthal Theater.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the encroachment agreement with the supplemental conditions.

I. Liquor License Request for 2021 Marquette Avenue. **CITY CLERK**

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from Indu Gupta for a new SDD License to be held in conjunction with proposed new SDM License to be located at 2021

Marquette, Muskegon, MI 49442.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.

J. Dissolution of the Leisure Services Board. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: The Leisure Services Board has served the City of Muskegon long and well. However, given that many of the functions have been either distributed to other departments, or cancelled altogether, there is little purpose in continuing the Leisure Services Board.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: That the Leisure Services Board be disbanded at this time.

COMMITTEE RECOMMENDATION: The Community Relations Committee recommended approval at their June 7th meeting.

Motion by Vice Mayor Gawron, second by Commissioner Wierengo to accept the Consent Agenda as presented minus Item E.

ROLL VOTE: Ayes: Spataro, Warmington, Wierengo, Wisneski, Carter, Gawron, and Shepherd

Nays: None

MOTION PASSES

2010-51 ITEM REMOVED FROM THE CONSENT AGENDA:

E. Consideration of Bids for Viridian Drive Extension to Terrace Point Drive. ENGINEERING

SUMMARY OF REQUEST: Award the construction contract to extend Viridian Drive and utilities to Terrace Point Drive (H-1662) to Thompson Brothers, Inc. out of Twin Lake, MI since they were the lowest responsible bidder with a total bid price of \$92,874.65.

Furthermore, it is respectfully requested that should you concur with staff's recommendation, the award be contingent upon:

1. Acceptance of the proposed Development Agreement with GVSU.
2. Approval of the bids by GVSU as outlined in the Development Agreement.

FINANCIAL IMPACT: The construction cost of \$92,874.65 plus engineering cost

which is estimated at an additional 15%.

BUDGET ACTION REQUIRED: None at this time as this project appears on the 2010-2011 budget.

STAFF RECOMMENDATION: Award the contract to Thompson Brothers, Inc.

Motion by Vice Mayor Gawron, second by Commissioner Spataro to accept the bid from Thompson Brothers, Inc., out of Twin Lake for the contract to extend Viridian Drive and utilities to Terrace Point Drive.

ROLL VOTE: Ayes: Warmington, Wierengo, Wisneski, Carter, Gawron, Shepherd, and Spataro

Nays: None

MOTION PASSES

2010-52 PUBLIC HEARINGS:

A. 2010-11 Budget. FINANCE

SUMMARY OF REQUEST: The City Commission may take action to adopt the 2010-11 budget with whatever changes or adjustments it deems necessary.

FINANCIAL IMPACT: The budget sets forth the priorities and overall financial plan for operations in the year 2010-11.

BUDGET ACTION REQUIRED: Adoption of the budget resolution provides the legal appropriation authority necessary for City departments to conduct operations in 2010-11.

STAFF RECOMMENDATION: Approve the proposed 2010-11 City of Muskegon Budget resolution.

The Public Hearing opened to hear and consider any comments from the public. No comments were made.

Motion by Commissioner Carter, second by Commissioner Wierengo to close the Public Hearing and approve the 2010-2011 budget as presented.

ROLL VOTE: Ayes: Wierengo, Carter, Gawron, Shepherd, and Spataro

Nays: Wisneski and Warmington

MOTION PASSES

2010-53 UNFINISHED BUSINESS:

A. SECOND READING: Amendments to the Zoning Ordinance – Community Gardens. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Staff initiated request to amend Section 2313 of Article XXIII to add provisions for Community Gardens.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the zoning ordinance amendment.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their May 13th meeting.

Motion by Commissioner Spataro, second by Vice Mayor Gawron to adopt the amendments to the Zoning Ordinance regarding Community Gardens as described.

ROLL VOTE: Ayes: Wisneski, Carter, Gawron, Shepherd, Spataro, Warmington, and Wierengo

Nays: None

MOTION PASSES

B. SECOND READING: Rezoning Request for a Portion of the Property Located at 1700 Messler Street. PLANNING & ECONOMIC DEVELOPMENT

SUMMARY OF REQUEST: Request to rezone a portion of the property located at 1700 Messler Street from I-2, General Industrial District to B-4, General Business District. The Credit Union, which is currently operating as a legal non-conforming use, would like to purchase the lot from Brunswick, but it would create an illegal lot split due to the minimum lot size requirements. Rezoning the property to B-4 would bring the use to conformity and would allow the property to meet the minimum lot requirements for a B-4 lot. The properties would be split after the rezoning is approved.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Staff recommends approval of the rezoning.

COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the request at their May 13th meeting.

Motion by Vice Mayor Gawron, second by Commissioner Shepherd to approve the rezoning request for a portion of the property located at 1700 Messler Street.

ROLL VOTE: Ayes: Carter, Gawron, Shepherd, Spataro, Warmington, Wierengo, and Wisneski

Nays: None

MOTION PASSES

2010-54 NEW BUSINESS:

A. Public Works Services Agreement with Kuhnnections. CITY MANAGER

SUMMARY OF REQUEST: To enter into a contractual agreement with

Kuhnnections, LLC (Bob Kuhn) for public works services.

FINANCIAL IMPACT: \$2,000/month.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the agreement.

Motion by Commissioner Spataro, second by Commissioner Carter to approve the public works services agreement with Kuhnnections, LLC.

ROLL VOTE: Ayes: Gawron, Shepherd, Spataro, Warmington, Wierengo, Wisneski, and Carter

Nays: None

MOTION PASSES

B. Fire Union Agreement. CITY MANAGER

SUMMARY OF REQUEST: To ratify a tentative agreement with Muskegon Fire Fighters Union IAFF Local #370 for 2011-2013.

FINANCIAL IMPACT: Previously provided.

BUDGET ACTION REQUIRED: None at this time.

STAFF RECOMMENDATION: To ratify the agreement.

Motion by Commissioner Spataro, second by Commissioner Shepherd to approve the tentative agreement with the Muskegon Fire Fighters Union IAFF Local #370.

ROLL VOTE: Ayes: Shepherd, Spataro, Warmington, Wierengo, Wisneski, Carter, and Gawron

Nays: None

MOTION PASSES

C. Fireworks Display Permit for Muskegon Summer Celebration, Toby Keith Concert. CITY CLERK

SUMMARY OF REQUEST: Strictly FX is requesting permission to use close proximity pyrotechnics June 27, 2010, for Toby Keith's performance at the Muskegon Summer Celebration. Fire Marshall Metcalf has reviewed the request and recommends approval contingent on inspection of the fireworks. The insurance coverage has been approved.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks.

Motion by Vice Mayor Gawron, second by Commissioner Carter to approve the fireworks display permit for Muskegon Summer Celebration, Toby Keith Concert

contingent on inspection of the fireworks.

ROLL VOTE: Ayes: Spataro, Warmington, Wierengo, Wisneski, Carter, Gawron, and Shepherd

Nays: None

MOTION PASSES

ANY OTHER BUSINESS: Commissioner Spataro commented on the shootings in Muskegon.

PUBLIC PARTICIPATION: Various comments were heard from the public.

2010-55 CLOSED SESSION: City Manager's Evaluation.

Motion by Commissioner Carter, second by Commissioner Spataro to go into Closed Session to discuss the City Manager's evaluation.

ROLL VOTE: Ayes: Warmington, Wierengo, Wisneski, Carter, Gawron, Shepherd, and Spataro

Nays: None

MOTION PASSES

Motion by Commissioner Carter, second by Commissioner Spataro to come out of Closed Session.

ROLL VOTE: Ayes: Wierengo, Wisneski, Carter, Gawron, Shepherd, Spataro, and Warmington

Nays: None

MOTION PASSES

ADJOURNMENT: The City Commission Meeting adjourned at 6:23 p.m.

Respectfully submitted,

Ann Marie Becker, MMC
City Clerk

Date: June 22, 2010
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Fireworks Display Permit for Muskegon Summer Celebration

SUMMARY OF REQUEST: West Michigan Burnerz is requesting approval of a fireworks display permit for July 3rd at the Muskegon Summer Celebration. Fire Marshall Metcalf has reviewed the request and recommends approval contingent on inspection of the fireworks.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: Approval contingent on inspection of the fireworks and approval of the insurance.

c: Major

FM-32(12-68)

APPLICATION FOR FIREWORKS DISPLAY PERMIT Act 358, P.A. 1968

DATE OF APPLICATION

6-14-10

TYPE OF DISPLAY:



Public Display



Agricultural Pest Control

APPLICANT

NAME OF PERSON

ADDRESS

AGE: Must be 21 or over

Josh Colquith

4 Camellia

27

IF A CORPORATION: Name of President

W. Mich Burnerz

ADDRESS

Nunica, Mi 49448

PYROTECHNIC OPERATOR

NAME

ADDRESS

AGE: Must be 21 or over

Bruce Boonstra

2276 E Riley-Thompson

48

EXPERIENCE:

NUMBER OF YEARS

NUMBER OF DISPLAYS

WHERE

14

57

Throughout the U.S. mostly in W. Michigan

NAMES OF ASSISTANTS:

NAME

ADDRESS

AGE

Tim Harwood

4243 Janet Mashegon 49442

37

NAME

ADDRESS

AGE

NON-RESIDENT APPLICANT

NAME

ADDRESS

Name of Michigan Attorney or Resident Agent

ADDRESS

TELEPHONE NUMBER

EXACT LOCATION OF PROPOSED DISPLAY

Heritage Landing Lagoon

DATE

TIME

July 3, 2010

10:30 p.m.

NUMBER AND KINDS OF FIREWORKS TO BE DISPLAYED

Michigan Legal Fountains/Gerbs → 30
Cremors = 10

MANNER & PLACE OF STORAGE PRIOR TO DISPLAY

Assembled on Sight - Day of Show

(Subject to Approval of Local Fire Authorities)

FINANCIAL RESPONSIBILITY

A. AMOUNT OF BOND OR INSURANCE

(to be set by municipality)

\$ 1,000,000

B. BONDING CORPORATION OF INSURANCE COMPANY: NAME

ADDRESS

ACORD - The White Agency
F. Latta5948 Holtm Rd
Twin Lake 49457

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID TT
WMBUR-1DATE (MM/DD/YYYY)
06/15/10

PRODUCER

The White Agency - Twin Lake
5948 Holton Road
Twin Lake MI 49457
Phone: 231-828-5566 Fax: 231-828-6339

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

WM BURNERZ
C/O JOSH COLQUITT
4 CAMELLIA
NUNICA MI 49448

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Nautilus Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	NN024814	05/12/10	05/12/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ INCLUDED
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ENTERTAINMENT PERFORMED ON OTHERS PREMISES - PRODUCTS

CITY OF MUSKEGON, COUNTY OF MUSKEGON, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES, VOLUNTEERS, BOARD COMMISSIONS, AUTHORITIES, BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF ARE HEREBY LISTED AS ADDITIONAL INSUREDS WITH RESPECT TO GENERAL LIABILITY

CERTIFICATE HOLDER

CITYO-5

CITY OF MUSKEGON
933 TERRACE STREET
MUSKEGON MI 49443-0536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Lisa R Reichle

Date: June 22, 2010
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Liquor License Request
885 Jefferson Avenue

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from Hennessy Operating, LLC to transfer ownership of the escrowed 2009 Class C Licensed Business with Official Permit (Food) located at 7211 E. Apple (Egelston Township) from Morrow's Restaurant, Inc., transfer location (governmental unit) to 885 Jefferson, Muskegon, MI 49440, and a New Additional Bar Permit.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.



Michigan Department of Energy, Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

FOR MLCC USE ONLY

Request ID # 555627

Business ID # 223471

LOCAL APPROVAL NOTICE

[Authorized by MCL 436.1501]

mm 5-3-10

APRIL 26, 2010

TO: MUSKEGON CITY COMMISSION
ATTN: CLERK
933 TERRACE STREET
PO BOX 536
MUSKEGON, MI 49443-0536

APPLICANT: HENNESSY OPERATING, LLC

Home Address and Telephone No. or Contact Address and Telephone No.:

MICHAEL S HENNESSY, 5100 CRYSTAL LAKE ROAD, HOLTON, MI 49425-8561H(231) 821-0702
B(231) 725-4175

NANCY J HENNESSY, 5100 CRYSTAL LAKE ROAD, HOLTON, MI 49425-8561, H(231) 821-0702, B(231) 725-4175

The MLCC cannot consider the approval of an application for a new or transfer of an on-premises license without the approval of the local legislative body pursuant to the provisions of MCL 436.1501 of the Liquor Control Code of 1998. For your information, local legislative body approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT AND TOPLESS ACTIVITY PERMITS AND FOR OFFICIAL PERMITS FOR EXTENDED HOURS FOR DANCE AND/OR ENTERTAINMENT pursuant to the provisions of MCL 436.1916 of the Liquor Control Code of 1998.

For your convenience a resolution form is enclosed that includes a description of the licensing application requiring consideration of the local legislative body. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the MLCC as soon as possible.**

If you have any questions, please contact Unit 3 of the Retail Licensing Division at (517) 636-0204.

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN
TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

*mm 5-3-10***RESOLUTION**

At a _____ meeting of the _____
 (Regular or Special) (Township Board, City or Village Council)

called to order by _____ on _____ at _____ P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request to TRANSFER OWNERSHIP OF ESCROWED 2009 CLASS C LICENSED BUSINESS, LOCATED AT 7211 E APPLE, MUSKEGON, MI 49442, EGELSTON TOWNSHIP, MUSKEGON COUNTY FROM MORROW'S RESTAURANT, INC. TO HENNESSY OPERATING, LLC; TRANSFER LOCATION GOVERNMENTAL UNIT UNDER MCL 436.1531(1) TO 885 JEFFERSON, MUSKEGON, MI 49440, MUSKEGON COUNTY.

be considered for _____
 (Approval or Disapproval)

APPROVAL**DISAPPROVAL**

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

_____ for issuance
 (Recommended or Not Recommended)

State of Michigan _____)

County of _____)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
 (Township Board, City or Village Council) (Regular or Special)

meeting held on _____
 (Date)

(Signed) _____
 (Township, City or Village Clerk)

SEAL

 (Mailing address of Township, City or Village)



Muskegon Police Department

Anthony L. Kleibecker
Director of Public Safety

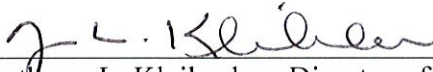
980 Jefferson
Muskegon, Michigan
49443-0536

www.muskegonpolice.com

Phone: 231-724-6750
FAX: 231-722-5140

June 3, 2010

To: City Commission through the City Manager

From: 
Anthony L. Kleibecker, Director of Public Safety

Re: Liquor License Investigation – 885 Jefferson St.
Transfer of 2009 Class C Licensed Business with Permits

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an investigation from applicant Hennessy Operating, LLC. of 885 Jefferson Street, Muskegon, MI. 49440.

Hennessy Operating, LLC. is requesting to transfer ownership of Escrowed 2009 Class C licensed business with Official Permit (Food), and request for a New Additional Bar Permit, located at 7211 E. Apple, Muskegon MI. from Morrow's Restaurant, Inc. to 885 Jefferson St, Muskegon MI. 49440.

Hennessy Operating, LLC. is comprised of both Michael and Nancy Hennessy of Holton MI. The applicants have no experience in the alcohol service industry but have been made aware of the Muskegon Police Departments position on enforcing local alcohol laws and ordinances. The applicants have also been made aware of the following two websites for additional training opportunities: the Michigan Licensed Beverage Association and the Liquor Control Commission.

A check of Muskegon Police Department records and criminal history showed no reason to deny this request.

ALK/kd



FOR MLCC USE ONLY

Request ID # 555627

Business ID # 223471

POLICE INVESTIGATION REPORT

[Authorized by MCL 436.1217 and R 436.1105; MAC]

mm 5-3-10

Please conduct your investigation as soon as possible, complete all four sections of this report and return the completed report and fingerprint cards to the MLCC.

LICENSEE/APPLICANT NAME, BUSINESS ADDRESS AND LICENSING REQUEST:

HENNESSY OPERATING, LLC REQUESTS TO TRANSFER OWNERSHIP OF ESCROWED 2009 CLASS C LICENSED BUSINESS WITH OFFICIAL PERMIT(FOOD), LOCATED AT 7211 E APPLE, MUSKEGON, MI 49442, EGELSTON TOWNSHIP, MUSKEGON COUNTY FROM MORROW'S RESTAURANT, INC.; TRANSFER LOCATION GOVERNMENTAL UNIT UNDER MCL 436.1531(1) TO 885 JEFFERSON, MUSKEGON, MI 49440, MUSKEGON COUNTY.

Section 1. APPLICANT INFORMATION

APPLICANT #1: MICHAEL S HENNESSY 5100 CRYSTAL LAKE ROAD HOLTON, MI 49425-8561 H(231) 821-0702, B(231) 725-4175	APPLICANT #2: NANCY J HENNESSY 5100 CRYSTAL LAKE ROAD HOLTON, MI 49425-8561 H(231) 821-0702, B(231) 725-4175
--	--

DATE FINGERPRINTED**: <u>5-27-10</u>	DATE FINGERPRINTED**: <u>5-27-10</u>
--------------------------------------	--------------------------------------

DATE OF BIRTH: <u>12-3-54</u> Is the applicant a U.S. Citizen: ☐ Yes ☐ No* *Does the applicant have permanent Resident Alien status? ☐ Yes ☐ No* *Does the applicant have a Visa? Enter status:	DATE OF BIRTH: <u>7-8-54</u> Is the applicant a U.S. Citizen: ☐ Yes ☐ No* *Does the applicant have permanent Resident Alien status? ☐ Yes ☐ No* *Does the applicant have a Visa? Enter status:
---	--

Attach the fingerprint card and \$30.00 for each card and mail to the Michigan Liquor Control Commission

ARREST RECORD: ☐ Felony ☐ Misdemeanor Enter record of all arrests and convictions (Attach a signed and dated sheet if more space is needed)	ARREST RECORD: ☐ Felony ☐ Misdemeanor Enter record of all arrests and convictions (Attach a signed and dated sheet if more space is needed)
---	---

Section 2. INVESTIGATION OF BUSINESS AND ADDRESS TO BE LICENSED

Does applicant intend to have dancing, entertainment, topless activity, or extended hours permit?

☒ No ☐ Yes, complete LC-1636

Are motor vehicle fuel pumps at or directly adjacent to the establishment? ☐ No ☐ Yes, explain relationship:

Section 3. LOCAL AND STATE CODES AND ORDINANCES, AND GENERAL RECOMMENDATIONS

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No If No, indicate which state and local ordinances the location does not meet: ☐ Building ☐ Plumbing ☐ Zoning ☐ Fire ☐ Sanitation ☐ Health

Section 4. RECOMMENDATION

1. Is this applicant qualified to conduct this business if licensed? ☒ Yes ☐ No*

2. Should the MLCC grant this request? ☒ Yes ☐ No*

*If any of the above questions were answered No, you must state your reasons for MLCC consideration of this recommendation on the back of this form or on an attached signed and dated sheet.

3. Is this recommendation subject to final inspection to determine that the proposed location meets all building, plumbing, zoning, fire, sanitation and health laws and ordinances? ☐ Yes ☒ No

4. Is this recommendation subject to any other conditions? ☐ Yes ☒ No

If Yes, list the conditions below or on an attached signed and dated sheet if more space is needed

[Signature]
Signature (Sheriff or Chief of Police)

6-4-10
Date

MUSKEGON POLICE DEPARTMENT

dl



Michigan Department of Energy, Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

LAW ENFORCEMENT RECOMMENDATION

[Authorized by MCL 436.1916, R 436.1105(2)(d) and R 436.1403]

FOR MLCC USE ONLY

Request ID # 555627

Business ID # 223471

APRIL 26, 2010

Amended 5-20-10
RECEIVED

MAY 21 2010

MUSKEGON POLICE DEPT.
CHIEF of POLICE

TO: MUSKEGON POLICE DEPARTMENT

*Chief
980 Jefferson, PO Box 536
Muskegon, MI 49443*

Re: HENNESSY OPERATING, LLC

We have received a request from the above licensee for the type of permit indicated below. Please make an investigation and submit your recommendation to the offices of the MLCC at the above address. Questions about this request should be directed to Unit 3 of the Retail Licensing Division at (517) 636-0204.

☒ OFFICIAL PERMIT FOR EXTENDED HOURS OF OPERATION FOR: FOOD

Weekdays _____ A.M. to _____ A.M.

Sundays 7:00 A.M. to 12:00 P.M.

☒ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

NOTE: If the applicant is requesting two separate extended hours permits and the permits are for **different hours** you must complete the box below. If additional space is needed please use reverse side of this form.

☐ OFFICIAL PERMIT FOR EXTENDED HOURS OF OPERATION FOR:

Weekdays _____ A.M. to _____ A.M.

Sundays _____ A.M. to _____ A.M./P.M.

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ DANCE PERMIT

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ ENTERTAINMENT PERMIT

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ TOPLESS ACTIVITY PERMIT

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

Amended 5-20-10
JMN

Law Enforcement Recommendation (cont'd)
Page 2
April 26, 2010

☐ OUTDOOR SERVICE
☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended
☐ PARTICIPATION PERMIT
☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended
☒ ADDITIONAL BAR PERMIT (For a total of 2 bars)
☒ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended
☐ OTHER
☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

Signed:

x J. L. Kleiber
Signature and Title
DIRECTOR OF PUBLIC SAFETY
ANTHONY L. KLEIBER
Print Name and Title

MUSKEGON POLICE DEPARTMENT

Date: 6-4-10

dl

Application for Difference in Hours of Operation (cont'd)

NOTE: The licensed premises may not be occupied by anyone except the licensee and bona fide employees who are working between the hours of 2:30 A.M. and 12:00 Noon on any Sunday or from 2:30 A.M. until 7:00 A.M. on any other day. Please indicate below the extended hours you are applying for to conduct the activities indicated on Page 1.

Weekdays _____ A.M. to _____ A.M.

Note: Saturday night after midnight is Sunday and requires Sunday hours if the premises is to be occupied after 2:30 A.M.

Sundays 7:00 A.M. to 12:00 A.M. (P.M.)Will Licensee be conducting the requested activity? ☒ YES ☐ NO

If no, attach a request for waiver of R 436.1437 and copy of concession and/or licensing agreement for person conducting that activity.

It is understood that the licensee issued an extended hours permit shall not allow customers on the licensed premises during the time period provided by the extended hours permit unless the activities, and only those activities, allowed by the extended hours permit are occurring. If you apply for two separate activities and the activities are for different hours you must fill out and attach a separate application. **THIS PERMIT DOES NOT ALLOW THE SALE, SERVICE, OR CONSUMPTION OF ALCOHOLIC LIQUOR DURING THE EXTENDED HOURS.**

ISSUANCE OF THIS PERMIT REQUIRES APPROVAL BY YOUR LOCAL LAW ENFORCEMENT AGENCY. IF MAKING APPLICATION FOR EXTENDED HOURS FOR DANCE OR ENTERTAINMENT A RECOMMENDATION FROM THE LOCAL LEGISLATIVE BODY IS ALSO REQUIRED.

Your request will be referred to your local law enforcement agency and local legislative body (if needed) for their recommendation upon receipt of a complete and acceptable application and the required \$70.00 inspection fee.

THE LICENSEE/APPLICANT, AN AUTHORIZED CORPORATE OFFICER OR MEMBER OF A LIMITED LIABILITY COMPANY MUST SIGN THIS APPLICATION.

Licensee or Applicant Signatures: Nancy J. HennessyNancy J. Hennessy**CONTACT INFORMATION**Name: Nancy J. HennessyAddress: 1074 Jefferson Street
(street address)Muskegon
(city)MI 49440
(state)Phone Number: 231-725-4175

E-Mail Address: _____

Date: June 22, 2010
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Liquor License Request
DJ's Pub
2064 Henry

SUMMARY OF REQUEST: The Liquor Control Commission is seeking local recommendation on a request from Star 8, Inc. (DJ's Pub), 2064 Henry Street to add an Outdoor Service (1 Area), to be held in conjunction with 2010 Class C & SDM Licensed Business with Dance Permit.

FINANCIAL IMPACT: None.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: All departments are recommending approval.



Muskegon Police Department

Anthony L. Kleibecker
Director of Public Safety

980 Jefferson
Muskegon, Michigan
49443-0536

www.muskegonpolice.com

Phone: 231-724-6750
FAX: 231-722-5140

June 15, 2010

To: City Commission through the City Manager

From: 
Anthony L. Kleibecker, Director of Public Safety

Re: Liquor License Investigation – 2064 Henry Street
Addition of Outdoor Service (1 Area)

The Muskegon Police Department has received a request from the Michigan Liquor Control Commission for an addition to a license from applicant Star 8, Inc. of 2064 Henry Street, Muskegon, MI. 49441. Star 8, Inc. is known as DJ's Pub with Deborah Schiller as the licensee.

Star 8, Inc. is requesting to Add Outdoor Service (1 Area), to be held in conjunction with 2010 Class C & SDM Licensed Business with Dance Permit.

A check of MPD records showed no reason to deny this request.

ALK/kd



Michigan Department of Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, P.O. Box 30005
Lansing, Michigan 48909-7505

FOR MLCC USE ONLY

Request ID # 560839

Business ID # 1793

LAW ENFORCEMENT RECOMMENDATION

[Authorized by MCL 436.1916, R 436.1105(2)(d) and R 436.1403]

MAY 25, 2010

TO: MUSKEGON POLICE DEPARTMENT
CHIEF OF POLICE
980 JEFFERSON STREET
P.O. BOX 536
MUSKEGON, MI 49443-0536

RE: STAR 8, INC., REQUESTS TO ADD OUTDOOR SERVICE (1 AREA), TO BE HELD IN CONJUNCTION WITH
2010 CLASS C & SDM LICENSED BUSINESS WITH DANCE PERMIT, LOCATED AT 2064 HENRY, MUSKEGON, MI
49441, MUSKEGON COUNTY.

CONTACT: DEBORAH SCHILLER, B (231) 755-2791

We have received a request from the above licensee for the type of permit indicated below. Please make an investigation and submit your recommendation to the offices of the MLCC at the above address. Questions about this request should be directed to Unit 3 of the Retail Licensing Division at (517) 636-0204.

☐ OFFICIAL PERMIT FOR EXTENDED HOURS OF OPERATION FOR:

Weekdays _____ A.M. to _____ A.M.

Sundays _____ A.M. to _____ P.M.

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

NOTE: If the applicant is requesting two separate extended hours permits and the permits are for **different hours** you must complete the box below. If additional space is needed please use reverse side of this form.

☐ OFFICIAL PERMIT FOR EXTENDED HOURS OF OPERATION FOR:

Weekdays _____ A.M. to _____ A.M.

Sundays _____ A.M. to _____ P.M.

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ DANCE PERMIT

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

6-1-10 JO

MAY 25, 2010

☐ ENTERTAINMENT PERMIT

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ TOPLESS ACTIVITY PERMIT

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☒ OUTDOOR SERVICE (1 AREA)

☒ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ PARTICIPATION PERMIT

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ ADDITIONAL BAR PERMIT (FOR A TOTAL OF 3 BARS)

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ OTHER

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

Signed:



Signature and Title

DIRECTOR OF PUBLIC SAFETY

ANTHONY L. KLEIBER

Print Name and Title

Date: 6-15-10

MUSKEGON POLICE DEPARTMENT

rlb

6-1-10
J.O

Date: June 22, 2010
To: Honorable Mayor and City Commissioners
From: Ann Marie Becker, City Clerk
RE: Request to Fly the Mexican Flag

SUMMARY OF REQUEST: Latinos Working for the Future is requesting permission to fly the Mexican Flag at City Hall on September 18th in honor of Mexico's 200th Independence day.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approval of the request.



RECEIVED

JUN 01 2010

MUSKEGON
CITY MANAGER'S OFFICE

5/26/2010

Angel Luis Navarro
1486 James Avenue Muskegon, Michigan 49442
Muskegon, Michigan 49443

Dear Mayor Warmington and Commissioners,

Latinos Working for the Future nonprofit organization in Muskegon, Michigan was established in 1991. Our mission is to promote the Latino culture through educational and cultural programming. We write to request your permission to raise the Mexican Flag at City Hall on September 18, 2010 in honor of Mexico's 200th Independence day. In honor of Mexico's Independence we will hold a fiesta in celebration of the unveiling of our book written about the history of the Latinos in Muskegon County. The book gives the history of the Mexican Americans that came to Muskegon, Michigan in the 1940s and lived in "La Colonia" Muskegon's very own Ryerson Heights.

If given permission to raise the flag, it would be an honor to have you and your board in attendance as we raise the Mexican Flag and begin our celebration of Independence and our book. Our festival will begin at City Hall with the raising of the flag and will end at the Art Museum with food, entertainment, and the unveiling of our book.

We humbly ask for your support,

Angel Luis Navarro
President, Latinos Working for the Future
1486 James Avenue Muskegon, Michigan 49442

Date: June 14, 2010
To: Honorable Mayor and City Commission
From: Department of Public Works
RE: Sewer Lift Station Pump Control System Purchase

SUMMARY OF REQUEST: Approval to purchase a Sewer Lift Station Pump Control System from Kennedy Industries for Austin Lift Station at a total cost of \$ 8,360.00.

FINANCIAL IMPACT: Expenditures for the purchase would come from the Sewer Fund.

BUDGET ACTION REQUIRED: NONE

STAFF RECOMMENDATION: To purchase the pump Control System from Kennedy Industries. Kennedy Industries is the single source supplier of Multitrode Pump Controller Equipment.

Commission Meeting Date: June 22 , 2010

Date: June 14, 2010
To: Honorable Mayor and City Commissioners
From: Planning & Economic Development
RE: Amendments to the Zoning Ordinance

SUMMARY OF REQUEST:

Staff initiated request to amend Section 2334, #5 of Article XXIII to modify the rules on banners.

FINANCIAL IMPACT:

None

BUDGET ACTION REQUIRED:

None

STAFF RECOMMENDATION:

To approve the zoning ordinance amendment.

COMMITTEE RECOMMENDATION:

The Planning Commission recommended approval of the request at their 6/10 meeting.

Staff Report (EXCERPT)
CITY OF MUSKEGON
PLANNING COMMISSION
REGULAR MEETING

June 10, 2010

Hearing; Case 2010-21: Staff initiated request to amend Section 2334, #5 of Article XXIII to modify the rules on banners.

NEW LANGUAGE

Deletions are ~~crossed-out~~ and additions are in **bold**.

Amendments to Section 2334, #5 of Article XXIII

m. Banners for special events or sales, provided:

- 1) Banners must be made of plastic, vinyl or another similar material of professional quality.
- 2) Banners must be neatly hung, taut and secure.
- 3) Banners may not pose a hazard to public safety.
- 4) **Banners must be located on the property of the applicable business or institution and not located in public rights of way.**
- 5) **Banners shall not be displayed longer than 90 days. This shall not prohibit a new banner with a new message from being placed or hung after a previous banner has been removed.**
- 6) A business or institution with up to one 140 feet of frontage is limited to one (1) banner ~~of no more than 24 square feet~~ **per frontage of no more than 32 square feet.**
- 7) A business or institution with between 141 and 280 feet of frontage is limited to two (2) banners per frontage totaling no more than 64 square feet.
- 8) A business or institution with 281 feet of frontage or more is limited to three (3) banners ~~totaling no more than 72 square feet~~ **per frontage totaling no more than 96 square feet.**
- 9) **A large community special event normally having 5,000 or more attendees that has received approval from the Special Events Committee, may display banners for up to 45 days prior to their special event and until 10 days after the special event has been held. Such banners would be required to comply with regulations m(1) through m(4) above but they would not be limited to the size and number requirements mentioned in items m(6) through m(8) above.**
- 10) **Sporting venues, theaters or athletic stadiums hosting events, other than their principal and routine uses, may have banners displayed outside the stadium, theater or venue building for up to 45 days prior to their special event and until 10 days after the special event has been held. These banners must comply with regulations m(1) through m(4) above and may be no larger than 10% of the**

front building face, if placed on a building. If the banner is not placed on a building, the banner would have to comply with the size and height requirements of Table II, similar to a permanent free standing sign. Regardless of if the banner is being located on a building or if it is hung freestanding from supports, banners in this section are limited to one per road frontage.

DELIBERATION

I move that the amendment to 2334, #5 of Article XXIII, of the City of Muskegon Zoning Ordinance, be recommended to the City Commission for (approval/denial).

CITY OF MUSKEGON
MUSKEGON COUNTY, MICHIGAN

ORDINANCE NO. _____

An ordinance to Section 2334, #5 of Article XXIII to modify the rules on banners.

THE CITY COMMISSION OF THE CITY OF MUSKEGON HEREBY ORDAINS:

NEW LANGUAGE

Deletions are ~~crossed out~~ and additions are in **bold**.

Amendments to Section 2334, #5 of Article XXIII

m. Banners ~~for special events or sales~~, provided:

- 1). Banners must be made of plastic, vinyl or another similar material of professional quality.
- 2). Banners must be neatly hung, taut and secure.
- 3). Banners may not pose a hazard to public safety.
- 4.) **Banners must be located on the property of the applicable business or institution and not located in public rights of way.**
- 5.) **Banners shall not be displayed longer than 90 days. This shall not prohibit a new banner with a new message from being placed or hung after a previous banner has been removed.**
- 6.) A business or institution with up to ~~one~~ 140 feet of frontage is limited to one (1) banner of ~~no more than 24 square feet~~ **per frontage of no more than 32 square feet.**
- 7.) A business or institution with between 141 and 280 feet of frontage is limited to two (2) banners per frontage totaling no more than 64 square feet.
- 8.) A business or institution with 281 feet of frontage or more is limited to three (3) banners ~~totaling no more than 72 square feet~~ **per frontage totaling no more than 96 square feet.**
- 9.) **A large community special event normally having 5,000 or more attendees that has received approval from the Special Events Committee, may display banners for up to 45 days prior to their special event and until 10 days after the special event has been held. Such banners would be required to comply with regulations m(1) through m(4) above but they would not be limited to the size and number requirements mentioned in items m(6) through m(8) above.**
- 10.) **Sporting venues, theaters or athletic stadiums hosting events, other than their principal and routine uses, may have banners displayed outside the stadium, theater or venue building for up to 45 days prior to their special event and until 10 days after the special event has been held. These banners must comply with regulations m(1) through m(4) above and may be no larger than 10% of the front building face, if placed on a building. If the banner is not placed on a building, the banner would have to comply with the size and height requirements of Table II, similar to a permanent free standing sign. Regardless of if the banner is being located on a building or if it is hung freestanding from supports, banners in this section are limited to one per road frontage.**

This ordinance adopted:

Ayes: _____

Nays: _____

Adoption Date: _____

Effective Date: _____

First Reading: _____

Second Reading: _____

CITY OF MUSKEGON

By: _____
Ann Marie Becker, MMC, City Clerk

CERTIFICATE

The undersigned, being the duly qualified clerk of the City of Muskegon, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Commission of the City of Muskegon, at a regular meeting of the City Commission on the 22nd day of June, 2010, at which meeting a quorum was present and remained throughout, and that the original of said ordinance is on file in the records of the City of Muskegon. I further certify that the meeting was conducted and public notice was given pursuant to and in full compliance with the Michigan Zoning Enabling Act, Public Acts of Michigan No. 33 of 2008, and that minutes were kept and will be or have been made available as required thereby.

DATED: _____, 2010.

Ann Marie Becker, MMC
Clerk, City of Muskegon

Publish: Notice of Adoption to be published once within ten (10) days of final adoption.

CITY COMMISSION MEETING
Tuesday, June 22, 2010

TO: Honorable Mayor and City Commissioners

FROM: Anthony L. Kleibecker

DATE: June 15, 2010

SUBJECT: Towing Contract

SUMMARY OF REQUEST:

Proposals have been accepted for the towing contract with the city. This contract will go into effect on June 24, 2010. Proposals were submitted by the following companies:

1. All Pro Towing and Recovery, 2930 E. Apple, Muskegon 49442
2. Baxter's Towing and Storage, 5333 Airline, Muskegon, 49444
3. Central Towing, 710 Alberta, Muskegon, 49441
4. Reliable Towing, 1288 Ninth St., Muskegon 49440
5. Stafford's Towing, 1410 Russell Road, North Muskegon 49445
6. ASAP Towing, 501 W. Hovey, Muskegon Heights, 49444
7. Hansen Towing, 5445 Fisher, Wyoming 49548
8. Ramos Towing, 2444 Getty, Muskegon 49444

A bid from Campbell's Towing was not accepted as it was submitted after the submission deadline.

I have attached a spreadsheet that provides an overview of the bids that were submitted by each company.

Based upon the proposals that were submitted, the overall low bid was entered by All Pro Towing, 2930 E. Apple Ave. I am recommending that the commission approve a contract with All Pro.

FINANICAL IMPACT:

None

BUDGET ACTION REQUIRED:

None.

STAFF RECOMMENDATION:

Approval of this request.

2010-2011	Tow	Storage	MP Stor	City	City 15-50	Flat
Reliable	50	15	2	0	70	0
Staffords	60	10	5	10	50	0
All Pro	38	8	1	0	25	0
Baxters	90	25	6	55	125	50
Hansen	50	19	5	25	NA	0
ASAP	40	15	2	5	50	0
Central	50	10	5	10	50	10
Ramos	50	10	1	5	25	0

2011-2012	Tow	Storage	MP Stor	City	City 15-50	Flat
Reliable	50	15	2	0	70	0
Staffords	60	10	5	10	50	0
All Pro	38	8	1	0	25	0
Baxters	90	25	6	55	125	50
Hansen	50	10	5	25	NA	0
ASAP	40	15	2	5	50	0
Central	50	10	5	10	50	10
Ramos	50	10	1	5	25	0

2012-2013	Tow	Storage	MP Stor	City	City 15-50	Flat
Reliable	50	15	2	0	70	0
Staffords	60	10	5	10	50	0
All Pro	38	8	1	0	25	0
Baxters	90	25	6	55	125	50
Hansen	50	10	5	25	NA	0
ASAP	40	15	2	5	50	0
Central	50	10	5	10	50	10
Ramos	55	15	3	5	25	0

Commission Meeting Date: June 22, 2010

Date: June 15, 2010

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Department *CBC*

RE: Amend 2010 Action Plan

SUMMARY OF REQUEST: To authorize the Community and Neighborhood Services office to begin the amendment process of the 2010 Action Plan in order to allocate \$10,000 of Community Development Block Grant funding to graffiti removal.

It is the City's position that graffiti is causing a blighted influence on our community and should be aggressively removed. In the past this activity was funded from the General Fund. Because of the current budget shortfall, it is being requested that funding from CDBG be used.

FINANCIAL IMPACT: The \$10,000 from CDBG will be added to the \$4,000 budgeted for graffiti removal for the 2010 – 2011 budget year, for a total of \$14,000 for graffiti removal.

BUDGET ACTION REQUIRED: The amendment of the 2010 budget.

STAFF RECOMMENDATION: To approve for the CNS office to begin the amendment process of the 2010 Action Plan to include Graffiti Removal.

COMMITTEE RECOMMENDATION: None at this time.

Commission Meeting Date: June 22, 2010

Date: June 15, 2010

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Department *CBC*

RE: Request Additional NSP Funds from MSHDA

SUMMARY OF REQUEST: To approve for the Community and Neighborhood Services office to submit an application to the Michigan State Housing Development Authority (MSHDA) for additional Neighborhood Stabilization Program (NSP1) funds.

The Michigan State Housing Development Authority has notified communities that additional funding is available on a competitive basis. Several cities and non-profits have not been able to commit and/or spend the funding in a timely fashion. MSHDA has no other option but to recapture and redistribute the available funding. All NSP recipients are required to have the funding spent by June 2012.

The CNS office will be requesting an additional \$1,000,000 dollars. The funding will be used to continue the City's Neighborhood Stabilization efforts, which include demolition of blighted and abandoned housing, total rehabilitation of blighted, abandoned and foreclosed properties, development of green space and new infill housing.

FINANCIAL IMPACT: If approved by MSHDA, the City will have an additional one million dollars to use to help with stabilization of its neighborhoods.

COMMITTEE RECOMMENDATION: The City Commission has previously approved the initial NSP1 application for \$1.4 million.

Commission Meeting Date: June 22, 2010

Date: June 15, 2010

To: Honorable Mayor and City Commission

From: Community and Neighborhood Services Department *CBC*

RE: Consumer's Energy Grant for Academic Olympics

SUMMARY OF REQUEST: To approve for the Community and Neighborhood Services office to submit a grant request to the Consumer's Energy Foundation in the amount of \$5,000. The funding will be used to assist with the cost of developing the 2010 Muskegon Unity Academic Olympics. The Third Annual Muskegon Unity Academic Olympics is scheduled to take place on Saturday, August 28, 2010, at Nelson Elementary School field.

FINANCIAL IMPACT: None

COMMITTEE RECOMMENDATION: The City Commission approved for the CNS office to submit a grant request in 2008. This year's event has been discussed with the Citizen's District Council.

Commission Meeting Date: June 22, 2010

Date: May 18, 2010
To: Honorable Mayor & City Commission
From: Planning & Economic Development Department
RE: Viridian Drive Extension: Development Agreement
Between the City of Muskegon ("City") and Grand Valley
State University ("GVSU"), Agreement for the Donative
Conveyance of Real Property Between the City of
Muskegon and Viridian Properties, LLC, Agreement for the
Donative Conveyance of Real Property Between the City of
Muskegon and Parkland Acquisitions, LLC

SUMMARY OF REQUEST: In order to extend Viridian Drive between Harbor 31 (Dan Henrickson/developer) and Shoreline Inn & Suites (Jon Rooks/developer), a partnership is necessary between the parties. Mr. Henrickson and Mr. Rooks will donate the necessary property to GVSU, who will then donate the property needed for the extension, to the City. GVSU will pay for the extension costs (as well as legal and outside engineering costs) and the City will design and bid the project, as well as manage the construction process. The City will also pay for the extension of the water main.

FINANCIAL IMPACT: The City will pay for in-house design and construction management, as well as extension of the water main and long-term maintenance of the roadway.

BUDGET ACTION REQUIRED: None.

STAFF RECOMMENDATION: To approve the Development Agreement between the City and GVSU and the two "Donative Conveyance" Agreements between the City and Viridian Properties, LLC and the City and Parkland Acquisition, LLC and authorize the Mayor and Clerk to sign the Agreements, as well as any other necessary documents (as outlined in the Agreement) to complete the project.

Development Agreement

This Agreement is effective June ___, 2010 by **Grand Valley State University**, a Michigan constitutional body with offices at 260 Lake Michigan Hall, Allendale, Michigan 49401 ("GVSU") and the **City of Muskegon**, a Municipal Corporation with offices at 933 Terrace Street, Muskegon, Michigan 49442 ("City") with reference to the following facts:

Background

A. GVSU leases from City improved real property ("Leasehold Property") located in the City at which it operates the Michigan Alternative and Renewable Energy Center ("MAREC"). City intends to acquire four parcels of real property from donations ("Donated Parcels") for the extension of Viridian Drive northwesterly to connect with Terrace Point Drive and to expand the size of the Leasehold Property for the benefit of the City and MAREC. The Leasehold Property and Donated Parcels are legally described on **Exhibit A** and depicted on the site plan attached as **Exhibit B**.

B. In addition to the extension of Viridian Drive, the parties desire to connect the existing water mains in Viridian Drive and Terrace Point Drive and to extend the storm sewer lines (collectively, the "Project").

C. The City and GVSU desire to enter into this Agreement in order to set forth their respective responsibilities as it relates to Donated Parcels and the Project.

Therefore, the parties agree as follows:

1. **Acquisition and Use of Donated Parcels.** Contemporaneously with the execution of this Agreement the City will enter into two separate agreements for the acquisition of the Donated Parcels. Unsigned copies of such agreements are attached to this Agreement as **Exhibits C and D**. A portion of the Donated Parcels will be used for the extension of Viridian Drive to connect with Terrace Point Drive. The remaining balance of the Donated Parcels will be added to Unit C of Muskegon Lakeshore Smartzone, a Site Condominium, according to Master Deed recorded in Liber 3503, Page 491, Muskegon County Records, and designated Muskegon County Condominium Subdivision Plan 100, together with rights in the general and limited common elements, as set forth in the Master Deed and as described in Public Act 59 of Michigan of 1978, as amended (the "Condominium"). GVSU will work with developer of the Condominium to Amend the Master Deed to add such portion of the Donated Parcels not needed for the extension of Viridian Drive. GVSU shall pay transfer tax, if any, on the conveyance of the Donated Parcels. GVSU shall pay the cost of the survey, title insurance premium and any title company fees at closing on the acquisition of the Donated Parcels.

2. **Design of Improvements.** City shall provide at no cost to GVSU all engineering and design for the Project, including the underground utilities. GVSU shall approve the final design prior to seeking bids for the construction of the Project.

3. **Outside Engineering.** GVSU shall retain an outside engineering firm ("Outside Engineering Firm") to prepare the legal descriptions of the Donated Parcels, prepare a site plan for the Project and provide all necessary staking and to prepare an amendment to the Master Deed of the Condominium to add to the area of the Leasehold Property. All cost of the Outside Engineering Firm shall be the sole responsibility of GVSU.

4. **The Bid Process.** City shall manage the bid process for construction of the Project at no cost to GVSU. The Bid Process shall include each of the following:

- a. A reservation that GVSU must approve any bid in writing prior to acceptance;
- b. Prevailing wage shall not be a requirement of the bids;
- c. A requirement that all excavated soils must remain on the same parent parcel from which the Donated Parcels were created and that such excavated soils shall be spread out over such parent parcels near the point of excavation; and
- d. Every contractor must comply with the Due Care Plan, as defined below.

5. **Construction of the Project.** Once a contractor has been selected, City shall enter into the contract with such contractor. The City will supervise and manage the construction of the Project at no cost to GVSU. Once completed, the temporary cul de sac located at the north end of Viridian Drive will be eliminated by the City.

6. **Construction Costs.** All cost of construction of the Project shall be paid by GVSU except for the cost of extension of the water main, which will be the sole responsibility of City. GVSU will provide such funding to the City who will use such funds to pay the contractor.

7. **Compliance with Environmental Regulations.** City and GVSU shall fully comply with all statutes, regulations, or other applicable requirements imposed by any federal, state, or municipal agency with respect to the maintenance, permitting, licensing and testing of the Project ("Environmental Requirements"). City shall not nor permit any contractor who works on the Project to cause, permit or suffer the existence or commission by GVSU, its agents, employees, contractors or invitees, or by any other person of any violation of any Environmental Requirements upon, about or beneath the Donated Parcels or parent parcels or any portion thereof. The City and GVSU shall work with a mutually agreeable environmental consultant to develop a due care plan to ensure compliance with the Environmental Requirements ("Due Care Plan").

8. **Approvals.** This Agreement is contingent on approval by both the City Commission of the City of Muskegon and the Executive Committee of GVSU.

9. **Amendment of Lease.** The lease between the City and GVSU for the Leasehold Property will be amended to reflect the new legal description caused by the addition of the Donated Parcels and the elimination of the temporary cul-de-sac.

10. Notices. All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email if such fax number or email address is provided below (the sender shall also send a hard copy following the fax or email; however, the notice shall be effective upon the transmission of the fax or email); (iii) one day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) five days after posting in the United States Mail first-class, postage prepaid.

To GVSU:

Grand Valley State University
Attn: **Thomas A. Butcher**
260 Lake Michigan Hall
Allendale, Michigan 49401
Fax: 616-331-3950
Email: butchert@gvsu.edu

With copy (which will not constitute notice) to:

Parmenter O'Toole
Attn: **Christopher L. Kelly**
601 Terrace St., P. O. Box 786
Muskegon, Michigan 49443-0786
Fax: 231-722-7866
Email: clk@parmenterlaw.com

To City:

The City of Muskegon
Attn: **Bryon Mazade**
933 Terrace Street
Muskegon, Michigan 49442
Fax: 231-722-1214
Email: bryon.mazade@postman.org

11. General Provisions.

a. Governing Law. This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

b. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

c. Entire Agreement. This Agreement shall constitute the entire agreement, and shall supersede any other agreements and representations, written or oral, that may have been made or entered into, by and between the parties with respect to the subject matter of this Agreement and shall not be modified or amended except in a subsequent writing signed by the party against whom enforcement is sought.

d. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties, all of their respective affiliated companies, partnerships, joint ventures, etc., and their permitted successors and assigns.

e. Counterparts; Electronic Signatures. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Email and Fax signatures shall be acceptable as evidence of execution of this Agreement, without the need for sending or receiving the original, executed, document. Email and Fax signatures shall bind the parties.

f. Full Execution. This Agreement requires the signature of all parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void.

g. Non-Waiver. No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.

h. Assignment or Delegation. This Agreement may not be assigned by either party without the express prior written consent of both parties.

i. Venue. The parties agree that for purposes of any dispute in connection with this Agreement, the Muskegon County Circuit Court shall have exclusive personal and subject matter jurisdiction and venue.

j. Terms. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

12. Representation by Parmenter O'Toole. The parties agree that Parmenter O'Toole is representing GVSU and only GVSU in this transaction. The parties acknowledge that Parmenter O'Toole currently represents City in various matters. However each party has consented to the representation of GVSU in this matter after consultation regarding the potential conflict of interest. Both parties and Parmenter O'Toole believe the parties have the same interest in completing the Project and that their interests are not adverse. In addition, Parmenter O'Toole is not limited in its representation of GVSU by its representation of the City. City agrees that it has not retained Parmenter O'Toole in this transaction and neither shall depend on Parmenter O'Toole for legal advice with regard to this transaction. To the extent any conflict of interest exists, City waives any conflict of interest and expressly consents to the representation of GVSU by Parmenter O'Toole in connection with this transaction and any related matter.

{Signatures appear on the following page.}

CITY

The City of Muskegon

By _____
Name:
Title:
Date:

By _____
Name:
Title:
Date:

GVSU

Grand Valley State University

By _____
Name:
Title:
Date:

Exhibit A

Legal Descriptions

Parcel 1

This parcel is located in the City of Muskegon, Muskegon County, Michigan, and is described as follows:

Part of Block 558 of the Revised Plat of 1903 of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records, described as: Commencing at the Westernmost corner of Muskegon Lakeshore Smartzone Condominium, Muskegon County Condominium Subdivision No. 100, as amended; thence North 27°25'55" East 198.94 feet along the Westerly line of said Condominium to the point of beginning; thence North 62°05'15" West 106.63 feet; thence South 27°54'45" West 61.66 feet to the Northerly line of Terrace Point Drive; thence Northwesterly along said line 91.59 feet along a 75.00 foot radius curve to the left, the chord of which bears North 62°05'15" West 86.00 feet; thence North 27°54'45" East 127.66 feet; thence South 62°05'15" East 192.07 feet to the Westerly line of the aforesaid Condominium; thence South 27°25'55" West 66.00 feet along said line to the point of beginning.

Parcel 2

This parcel is located in the City of Muskegon, Muskegon County, Michigan, and is described as follows:

Part of Muskegon Lakeshore Smartzone Condominium, Muskegon County Condominium Subdivision No. 100, as amended, described as Commencing at the Westernmost corner of said Muskegon Lakeshore Smartzone Condominium; thence North 27°25'55" East 198.94 feet along the Westerly line of said Condominium to the point of beginning; thence continuing North 27°25'55" East 66.00 feet along said line; thence South 62°05'15" East 10.00 feet to the Westernmost line of Viridian Drive; thence South 27°25'55" West 66.01 feet along said line; thence Northwesterly 0.55 feet along a 36.00 foot radius curve to the left, the chord of which bears North 61°38'49" West 0.55 feet; thence North 62°05'15" West 9.45 feet to the Westerly line of said Muskegon Lakeshore Smartzone Condominium and the point of beginning.

Parcel 3

This parcel is located in the City of Muskegon, Muskegon County, Michigan, and is described as follows:

Part of Unit E of Muskegon Lakeshore Smartzone Condominium, Muskegon County Condominium Subdivision No. 100, as amended, described as Commencing at the Westernmost corner of said Muskegon Lakeshore Smartzone Condominium; thence North $27^{\circ}25'55''$ East 264.94 feet along the Westerly line of said Condominium; thence South $62^{\circ}05'15''$ East 10.00 feet to the Northerly line of Viridian Drive; the following three calls are along said Northerly line; thence Southeasterly 56.87 feet along a 102.00 foot radius curve to the right, the chord of which bears South $46^{\circ}06'55''$ East 56.13 feet; thence Southeasterly 41.31 feet along a 73.00 foot radius curve to the left, the chord of which bears South $46^{\circ}21'20''$ East 40.76 feet; thence South $62^{\circ}34'05''$ East 106.50 feet to the point of beginning; thence North $27^{\circ}25'55''$ East 98.70 feet; thence Easterly 25.13 feet along a 16.00 foot radius curve to the right, the chord of which bears North $72^{\circ}25'55''$ East 22.63 feet; thence South $62^{\circ}34'05''$ East 62.00 feet; thence North $27^{\circ}25'55''$ East 24.00 feet; thence South $62^{\circ}34'05''$ East 33.05 feet; thence South $27^{\circ}25'55''$ West 138.70 feet to the Northerly line of Viridian Drive in said Condominium; thence North $62^{\circ}34'05''$ West 111.05 feet along said line to the point of beginning.

Parcel 5

This parcel is located in the City of Muskegon, Muskegon County, Michigan, and is described as follows:

Part of Muskegon Lakeshore Smartzone Condominium, Muskegon County Condominium Subdivision No. 100, as amended, described as Commencing at the Westernmost corner of said Muskegon Lakeshore Smartzone Condominium; thence North $27^{\circ}25'55''$ East 264.94 feet along the Westerly line of said Condominium to the point of beginning; thence continuing North $27^{\circ}25'55''$ East 306.79 feet along said line; thence South $63^{\circ}03'51''$ East 10.00 feet to the Westernmost line of Unit C of said Condominium; thence South $27^{\circ}25'55''$ West 306.96 feet along said line; thence North $62^{\circ}05'15''$ West 10.00 feet to the Westerly line of said Muskegon Lakeshore Smartzone Condominium and the point of beginning.

Exhibit B

Site Plan

PARCEL 1 - 17,205.32 SQ. FT.
 PARCEL 2 - 660.02 SQ. FT.
 PARCEL 3 - 13,476.76 SQ. FT.
 PARCEL 4 - 32,846.63 SQ. FT.
 PARCEL 5 - 3068.71 SQ. FT.

PARCEL 5
 3068.71 S. FT.

PARCEL 2
 660.02 S. FT.

PARCEL 1
 17,205.32 S. FT.

PARCEL 3
 13,476.76 S. FT.

PARCEL 4
 32,846.63 S. FT.

LOT LINE PER RECORDED
 CONDOMINIUM DOCUMENT

LOT LINE PER RECORDED
 CONDOMINIUM DOCUMENT

ASPHALT PARKING LOT

ASPHALT DRIVE
 VIRIDIAN DRIVE

TERRACE
 POINT
 DRIVE

D

E

C

F

REV.: REVISED PARCEL AREAS 05-17-10 MAD
 REV.: REVISED PARCEL AREAS 05-03-10 MAD
 REV.: REVISED PARCEL AREAS 04-23-10 MAD



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SCALE: 1"=80'

FOR **GRAND VALLEY STATE UNIVERSITY**
 PROPOSED VIRIDIAN DRIVE EXTENSION
 IN THE CITY OF MUSKEGON, MICHIGAN

IN SECTION 19 T. 10 N., R. 16 W.

DATE 04-20-10

DRAWN BY MAD

SHEET 1 OF 1

JOB No. 1010027.5A

Exhibit C

Agreement for the Donative Conveyance of Real Property (Parkland Acquisitions, LLC)

Agreement for the Donative Conveyance of Real Property

This Agreement is effective June ___, 2010 ("Effective Date") by **Parkland Acquisition, LLC**, a Michigan limited liability company with principal offices located at 940 Monroe NW, Suite 155, Grand Rapids, Michigan 49503 ("Donor") and the **City of Muskegon**, a municipal corporation with principal offices located at 933 Terrace Street, Muskegon, Michigan 49442 ("City") with reference to the following facts:

Background

A. Donor is the owner of certain real property located in the City of Muskegon, Michigan at the north end of Terrace Point Drive as legally described on **Exhibit A** and depicted on the site plan attached as **Exhibit B** (the "Subject Property").

B. City leases to Grand Valley State University ("GVSU") under a long-term lease certain real property located on Viridian Drive as legally described on **Exhibit A** and depicted on the site plan attached as **Exhibit B** (the "Property"). City desires to extend Viridian Drive to the west and to connect Viridian Drive with Terrace Point Drive.

C. To assist City, Donor is willing to donate some of the real property needed to make the connection of Viridian Drive to Terrace Point Drive by conveying the Subject Property to City.

D. City is a public entity exempt from taxation under the Internal Revenue Code. City is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

The Parties agree as follows:

1. **Donation of Subject Property.** Solely as a gift and for no other consideration or payment by City to Donor except for the mutual covenants and promises contained in this Agreement, Donor agrees to convey the Subject Property together with an easement for the extension of the sanitary sewer line currently located in Terrace Point Drive to City in fee simple by donation. City shall not be obligated to accept title to the Subject Property until, and only if, the City Commission approves this transaction. Any property taxes and assessments allocated to the Subject Property shall be paid by Donor prior to closing. Donor shall convey clear title to City unencumbered by any liens, mortgages, easements, or other rights of way except for utility easements and other easements and encumbrances of record servicing the Subject Property or surrounding properties.

2. **Charitable Contribution.** Donor intends that the fair market value of the Subject Property shall be a charitable contribution to City. However, City makes no representation as to the tax consequences of the transaction contemplated by this Agreement. Donor will obtain independent tax counsel and be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code.

3. **Soil Excavation.** City agrees that no soil may be removed from the parent parcel from which Subject Parcel was conveyed. Donor agrees that all soil excavated from the Subject Parcel may be stored on the parent parcel that previously included the Subject Property, and City shall pile such soil in a location on the parent parcel designated by the Donor, which may not exceed 200 feet from the excavated location.

4. **Conditions Precedent to Conveyance.** City shall have from the Effective Date until and including July 1, 2010 ("Investigation Period") to complete its due diligence investigation of the site, and the conveyance of the Subject Property from Donor to City is subject to the following conditions precedent:

- a. Environmental reports or a baseline environmental assessment ("BEA") for the Subject Property acceptable to City in City's sole discretion;
- b. A title insurance commitment and survey for the Subject Property acceptable to City in City's sole discretion;
- c. Approval from the City of Muskegon for construction of the Viridian Drive extension and connection to Terrace Point Drive in a form acceptable to City in City's sole discretion; and,
- d. Full Execution of a development agreement between City and GVSU regarding their respective responsibilities in the construction of the Viridian Drive extension and connection to Terrace Point Drive.

If any of the above conditions precedent is not satisfied, City may terminate this Agreement by delivering written notice of termination to Donor. If this transaction has not closed within 10 days following expiration of the Investigation Period, Donor may terminate this Agreement by delivering written notice of termination to City.

5. **Closing.** City shall cause GVSU to prepare the documents for the closing and submit it to Donor for review and approval. The closing shall be held at the offices of Transnation Title Agency of Michigan, 570 Seminole Road, Muskegon, Michigan within 10 days of completion of the Investigation Period unless this Agreement has been terminated as provided in this Agreement.

6. Donor's Representations. Donor represents the following:

- a. Donor has full power and authority to enter into its Agreement and to convey title to the Subject Property in accordance with this Agreement.
- b. The conveyance of the Subject Property in accordance with this Agreement will not violate any provision of state or local subdivision laws.
- c. No one other than Donor will be in possession of, nor have any right to possession of any portion of the Subject Property following closing.
- d. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Subject Property or any portion thereof, or pending or threatened against Donor which could affect Donor's title to the Subject Property or any portion thereof, or subject an owner of the Subject Property, or any portion thereof, to liability.
- e. To the best of Donor's knowledge, there are no:
 - i. Intended improvements or rights, which will result in the creation of any liens upon the Subject Property or any portion thereof;
 - ii. Uncured notices from any governmental agency notifying Donor of any violations of law, ordinance, rule or regulation, which could affect the Subject Property, or any portion thereof;
 - iii. Actual or impending construction liens against the Subject Property or any portion thereof;
 - iv. There is no lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, which affects the Subject Property or any portion thereof; and,
 - v. The execution of the Agreement will not constitute a breach or default under any agreement to which Donor is bound and/or to which the Subject Property is subject.

Each of the above representations shall be deemed to have been made as of the closing and shall survive the closing.

7. No Land Division; Dedication as Public. The Parties agree that conveyance of the Subject Property is between two adjacent parcels and that the Subject Property is being added to such adjacent parcel and therefore, is not a "division" as defined in MCL 560.102 (d). The deed for the Subject Property will include the right to make 0 future divisions of the Subject Property. At Closing and upon delivery of the deed to the City for the Subject Property, the City will dedicate the Subject Property as Public.

8. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email if such fax number or email address is provided below (the sender shall also send a hard copy following the fax or email; however, the notice shall be effective upon the transmission of the fax or email); (iii) one day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) five days after posting in the United States Mail first-class, postage prepaid.

To CITY:

The City of Muskegon
Attn: **Bryon Mazade**
933 Terrace Street
Muskegon, Michigan 49442
Fax: 231-722-1214
Email: bryon.mazade@postman.org

To Donor:
Parkland Acquisitions, LLC
Attn: **Jonathan Rooks**
940 Monroe N.W. Suite 255
Grand Rapids, MI 49503
Email: jon@parklandgr.com

With copy (which will not constitute notice) to:
Charron & Hanisch, PLC
Attn: **David W. Charron**
4949 Plainfield N.E..
Grand Rapids, MI 49525
Fax: 616-363-0339
Email: dwcharron@charronhanisch.com

9. **Time of the Essence.** Time is of the essence in this Agreement.

10. **Binding on Successors.** This Agreement shall be binding upon the parties and their heirs, personal representatives, assigns, and other successors in interest.

11. **Additional Documents.** Donor and City shall execute such additional documents, as may be reasonable and necessary to carry out the provisions of this Agreement.

12. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between Donor and City pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

13. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

14. **No Merger.** The obligations contained in this Agreement, except for those specifically discharged at closing (such as conveyance of title to the Subject Property and delivery of ancillary documents), shall not merge with conveyance of title but shall remain in effect until fulfilled.

15. **Miscellaneous.** In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday.

16. **Counterparts; Electronic Signatures.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Email and Fax signatures shall be acceptable as evidence of execution of this Agreement, without the need for sending or receiving the original, executed, document. Email and Fax signatures shall bind the parties.

17. **Assignability.** Neither party can assign their interest in this Agreement without the prior written consent of the other party.

18. **Representation by Parmenter O'Toole.** The parties agree that Parmenter O'Toole is representing GVSU and only GVSU in this transaction. The parties acknowledge that Parmenter O'Toole has represented one or more of its principals of Donor in the past in various matters. However, Parmenter O'Toole has never in any capacity represented Donor or its members in this transaction or in any negotiations between Donor and City. Parmenter O'Toole has drafted this Agreement on behalf of GVSU and it may contain provisions that may be adverse to Donor. Donor is encouraged to retain independent counsel to review this Agreement and related documents and to advise them. Donor and its members agree they have not retained Parmenter O'Toole in this transaction and neither shall depend on Parmenter O'Toole for legal advice with regard to this transaction. To the extent any conflict of interest exists, Donor and its members waive any conflict of interest and expressly consent to the representation of GVSU by Parmenter O'Toole in connection with this transaction and any related matter.

DONOR

Parkland Acquisition, LLC, a Michigan
limited liability company

By _____
Name: Jonathan Rooks
Title: Manager
Date: _____

CITY

The City of Muskegon

By _____
Name: _____
Title: _____
Date: _____

By _____
Name: _____
Title: _____
Date: _____

Exhibit A

Legal Descriptions

Parcel 1

This parcel is located in the City of Muskegon, Muskegon County, Michigan, and is described as follows:

Part of Block 558 of the Revised Plat of 1903 of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records, described as: Commencing at the Westernmost corner of Muskegon Lakeshore Smartzone Condominium, Muskegon County Condominium Subdivision No. 100, as amended; thence North 27°25'55" East 198.94 feet along the Westerly line of said Condominium to the point of beginning; thence North 62°05'15" West 106.63 feet; thence South 27°54'45" West 61.66 feet to the Northerly line of Terrace Point Drive; thence Northwesterly along said line 91.59 feet along a 75.00 foot radius curve to the left, the chord of which bears North 62°05'15" West 86.00 feet; thence North 27°54'45" East 127.66 feet; thence South 62°05'15" East 192.07 feet to the Westerly line of the aforesaid Condominium; thence South 27°25'55" West 66.00 feet along said line to the point of beginning.

Exhibit B

Site Plan

PARCEL 1 - 17,205.32 SQ. FT.
 PARCEL 2 - 660.02 SQ. FT.
 PARCEL 3 - 13,476.76 SQ. FT.
 PARCEL 4 - 32,846.63 SQ. FT.
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LOT LINE PER RECORDED
 CONDOMINIUM DOCUMENT

LOT LINE PER RECORDED
 CONDOMINIUM DOCUMENT

TERACE
 POINT
 DRIVE

VIRIDIAN DRIVE

REV: REVISED PARCEL AREAS 05-17-10 MAD
 REV: REVISED PARCEL AREAS 05-03-10 MAD
 REV: REVISED PARCEL AREAS 04-23-10 MAD



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 ASSOCIATES, INC.**

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FOR **GRAND VALLEY STATE UNIVERSITY**
 PROPOSED VIRIDIAN DRIVE EXTENSION
 IN THE CITY OF MUSKEGON, MICHIGAN

IN SECTION 19 T. 10 N., R. 16 W.

DATE 04-20-10 DRAWN BY MAD

SHEET 1 OF 1 JOB No. 1010027.5A

SCALE: 1"=80'

Exhibit D

Agreement for the Donative Conveyance of Real Property (Viridian Properties, LLC)

Agreement for the Donative Conveyance of Real Property

This Agreement is effective June ___, 2010 ("Effective Date") by **Viridian Properties, LLC**, a Michigan limited liability company with principal offices located at 2350 Belmont Center Avenue, Suite 300, Belmont, Michigan 49306 ("Donor") and the **City of Muskegon**, a municipal corporation with principal offices located at 933 Terrace Street, Muskegon, Michigan 49442 ("City") with reference to the following facts:

Background

A. Donor is the owner of certain real property located in the City of Muskegon, Michigan at the north end of Terrace Point Drive as legally described on **Exhibit A** and depicted on the site plan attached as **Exhibit B** (the "Subject Property").

B. City leases to Grand Valley State University ("GVSU") under a long-term lease certain real property located on Viridian Drive as legally described on **Exhibit A** and depicted on the site plan attached as **Exhibit B** (the "Property"). City desires to extend Viridian Drive to the west and to connect Viridian Drive with Terrace Point Drive.

C. To assist City, Donor is willing to donate some of the real property needed to make the connection of Viridian Drive to Terrace Point Drive by conveying the Subject Property to City.

D. City is a public entity exempt from taxation under the Internal Revenue Code. City is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

The Parties agree as follows:

1. **Donation of Subject Property.** Solely as a gift and for no other consideration or payment by City to Donor except for the mutual covenants and promises contained in this Agreement, Donor agrees to convey the Subject Property to City in fee simple by donation. City shall not be obligated to accept title to the Subject Property until, and only if, the City Commission approves this transaction. Any property taxes and assessments allocated to the Subject Property shall be paid by Donor prior to closing. Donor shall convey clear title to City unencumbered by any liens, mortgages, easements, or other rights of way except for utility easements and other easements and encumbrances of record servicing the Subject Property or surrounding properties.

2. **Charitable Contribution.** Donor intends that the fair market value of the Subject Property shall be a charitable contribution to City. However, City makes no representation as to the tax consequences of the transaction contemplated by this Agreement. Donor will obtain independent tax counsel and be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code.

3. **Soil Excavation.** City agrees that no soil may be removed from the parent parcel from which Subject Parcel was conveyed. Donor agrees that all soil excavated from the Subject Parcel may be stored on the parent parcel that previously included the Subject Property, and City shall pile such soil in a location on the parent parcel designated by the Donor, which may not exceed 200 feet from the excavated location.

4. **Conditions Precedent to Conveyance.** City shall have from the Effective Date until and including July 1, 2010 ("Investigation Period") to complete its due diligence investigation of the site, and the conveyance of the Subject Property from Donor to City is subject to the following conditions precedent:

- a. Environmental reports or a baseline environmental assessment ("BEA") for the Subject Property acceptable to City in City's sole discretion;
- b. A title insurance commitment and survey for the Subject Property acceptable to City in City's sole discretion;
- c. Approval from the City of Muskegon for construction of the Viridian Drive extension and connection to Terrace Point Drive in a form acceptable to City in City's sole discretion; and,
- d. Full Execution of a development agreement between City and GVSU regarding their respective responsibilities in the construction of the Viridian Drive extension and connection to Terrace Point Drive.

If any of the above conditions precedent is not satisfied, City may terminate this Agreement by delivering written notice of termination to Donor. If this transaction has not closed within 10 days following expiration of the Investigation Period, Donor may terminate this Agreement by delivering written notice of termination to City.

5. **Closing.** City shall cause GVSU to prepare the documents for the closing and submit it to Donor for review and approval. The closing shall be held at the offices of Transnation Title Agency of Michigan, 570 Seminole Road, Muskegon, Michigan within 10 days of completion of the Investigation Period unless this Agreement has been terminated as provided in this Agreement.

6. Donor's Representations. Donor represents the following:

- a. Donor has full power and authority to enter into its Agreement and to convey title to the Subject Property in accordance with this Agreement.
- b. The conveyance of the Subject Property in accordance with this Agreement will not violate any provision of state or local subdivision laws.
- c. No one other than Donor will be in possession of, nor have any right to possession of any portion of the Subject Property following closing.
- d. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Subject Property or any portion thereof, or pending or threatened against Donor which could affect Donor's title to the Subject Property or any portion thereof, or subject an owner of the Subject Property, or any portion thereof, to liability.
- e. To the best of Donor's knowledge, there are no:
 - i. Intended improvements or rights, which will result in the creation of any liens upon the Subject Property or any portion thereof;
 - ii. Uncured notices from any governmental agency notifying Donor of any violations of law, ordinance, rule or regulation, which could affect the Subject Property, or any portion thereof;
 - iii. Actual or impending construction liens against the Subject Property or any portion thereof;
 - iv. There is no lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, which affects the Subject Property or any portion thereof; and,
 - v. The execution of the Agreement will not constitute a breach or default under any agreement to which Donor is bound and/or to which the Subject Property is subject.

Each of the above representations shall be deemed to have been made as of the closing and shall survive the closing.

7. No Land Division; Dedication as Public. The Parties agree that conveyance of the Subject Property is between two adjacent parcels and that the Subject Property is being added to such adjacent parcel and therefore, is not a "division" as defined in MCL 560.102 (d). The deed for the Subject Property will include the right to make 0 future divisions of the Subject Property. At Closing and upon delivery of the deed to the City for the Subject Property, the City will dedicate the Subject Property as Public.

8. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email if such fax number or email address is provided below (the sender shall also send a hard copy following the fax or email; however, the notice shall be effective upon the transmission of the fax or email); (iii) one day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) five days after posting in the United States Mail first-class, postage prepaid.

To CITY:

The City of Muskegon
Attn: **Bryon Mazade**
933 Terrace Street
Muskegon, Michigan 49442
Fax: 231-722-1214
Email: bryon.mazade@postman.org

To Donor:
Viridian Properties, LLC
Attn: Dan Henrickson
2350 Belmont Center Avenue, Suite 300
Belmont, Michigan 49306
Fax: 616-458-4054
Email: dan@truenorthaci.com

With copy (which will not constitute notice) to:

9. **Time of the Essence.** Time is of the essence in this Agreement.

10. **Binding on Successors.** This Agreement shall be binding upon the parties and their heirs, personal representatives, assigns, and other successors in interest.

11. **Additional Documents.** Donor and City shall execute such additional documents, as may be reasonable and necessary to carry out the provisions of this Agreement.

12. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between Donor and City pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

13. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

14. **No Merger.** The obligations contained in this Agreement, except for those specifically discharged at closing (such as conveyance of title to the Subject Property and delivery of ancillary documents), shall not merge with conveyance of title but shall remain in effect until fulfilled.

15. **Miscellaneous.** In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday.

16. **Counterparts; Electronic Signatures.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Email and Fax signatures shall be acceptable as evidence of execution of this Agreement, without the need for sending or receiving the original, executed, document. Email and Fax signatures shall bind the parties.

17. **Assignability.** Neither party can assign their interest in this Agreement without the prior written consent of the other party.

18. **Representation by Parmenter O'Toole.** The parties agree that Parmenter O'Toole is representing GVSU and only GVSU in this transaction. The parties acknowledge that Parmenter O'Toole has represented one or more of its principals of Donor in the past in various matters. However, Parmenter O'Toole has never in any capacity represented Donor or its members in this transaction or in any negotiations between Donor and City. Parmenter O'Toole has drafted this Agreement on behalf of GVSU and it may contain provisions that may be adverse to Donor. Donor is encouraged to retain independent counsel to review this Agreement and related documents and to advise them. Donor and its members agree they have not retained Parmenter O'Toole in this transaction and neither shall depend on Parmenter O'Toole for legal advice with regard to this transaction. To the extent any conflict of interest exists, Donor and its' members waive any conflict of interest and expressly consent to the representation of GVSU by Parmenter O'Toole in connection with this transaction and any related matter.

DONOR

Viridian Properties, LLC, a Michigan
limited liability company

By _____
Name: Dan Henrickson
Title: Manager
Date: _____

CITY

The City of Muskegon

By _____
Name: _____
Title: _____
Date: _____

By _____
Name: _____
Title: _____
Date: _____

Exhibit A

Legal Descriptions

Parcel 2

This parcel is located in the City of Muskegon, Muskegon County, Michigan, and is described as follows:

Part of Muskegon Lakeshore Smartzone Condominium, Muskegon County Condominium Subdivision No. 100, as amended, described as Commencing at the Westernmost corner of said Muskegon Lakeshore Smartzone Condominium; thence North 27°25'55" East 198.94 feet along the Westerly line of said Condominium to the point of beginning; thence continuing North 27°25'55" East 66.00 feet along said line; thence South 62°05'15" East 10.00 feet to the Westernmost line of Viridian Drive; thence South 27°25'55" West 66.01 feet along said line; thence Northwesterly 0.55 feet along a 36.00 foot radius curve to the left, the chord of which bears North 61°38'49" West 0.55 feet; thence North 62°05'15" West 9.45 feet to the Westerly line of said Muskegon Lakeshore Smartzone Condominium and the point of beginning.

Parcel 3

This parcel is located in the City of Muskegon, Muskegon County, Michigan, and is described as follows:

Part of Unit E of Muskegon Lakeshore Smartzone Condominium, Muskegon County Condominium Subdivision No. 100, as amended, described as Commencing at the Westernmost corner of said Muskegon Lakeshore Smartzone Condominium; thence North 27°25'55" East 264.94 feet along the Westerly line of said Condominium; thence South 62°05'15" East 10.00 feet to the Northerly line of Viridian Drive; the following three calls are along said Northerly line; thence Southeasterly 56.87 feet along a 102.00 foot radius curve to the right, the chord of which bears South 46°06'55" East 56.13 feet; thence Southeasterly 41.31 feet along a 73.00 foot radius curve to the left, the chord of which bears South 46°21'20" East 40.76 feet; thence South 62°34'05" East 106.50 feet to the point of beginning; thence North 27°25'55" East 98.70 feet; thence Easterly 25.13 feet along a 16.00 foot radius curve to the right, the chord of which bears North 72°25'55" East 22.63 feet; thence South 62°34'05" East 62.00 feet; thence North 27°25'55" East 24.00 feet; thence South 62°34'05" East 33.05 feet; thence South 27°25'55" West 138.70 feet to the Northerly line of Viridian Drive in said Condominium; thence North 62°34'05" West 111.05 feet along said line to the point of beginning.

Parcel 5

This parcel is located in the City of Muskegon, Muskegon County, Michigan, and is described as follows:

Part of Muskegon Lakeshore Smartzone Condominium, Muskegon County Condominium Subdivision No. 100, as amended, described as Commencing at the Westernmost corner of said Muskegon Lakeshore Smartzone Condominium; thence North 27°25'55" East 264.94 feet along the Westerly line of said Condominium to the point of beginning; thence continuing North 27°25'55" East 306.79 feet along said line; thence South 63°03'51" East 10.00 feet to the Westernmost line of Unit C of said Condominium; thence South 27°25'55" West 306.96 feet along said line; thence North 62°05'15" West 10.00 feet to the Westerly line of said Muskegon Lakeshore Smartzone Condominium and the point of beginning.

Exhibit B

Site Plan

- PARCEL 1 - 17,205.32 SQ. FT.
- PARCEL 2 - 660.02 SQ. FT.
- PARCEL 3 - 13,476.76 SQ. FT.
- PARCEL 4 - 32,846.63 SQ. FT.
- PARCEL 5 - 3068.71 SQ. FT.

PARCEL 5
3068.71 S. FT.

PARCEL 2
660.02 S. FT.

PARCEL 1
17,205.32 S. FT.

PARCEL 3
13,476.76 S. FT.

PARCEL 4
32,846.63 S. FT.

LOT LINE PER RECORDED
CONDOMINIUM DOCUMENT

LOT LINE PER RECORDED
CONDOMINIUM DOCUMENT

ASPHALT PARKING LOT

TERACE
POINT
DRIVE

VERDIAN DRIVE

ASPHALT DRIVE

D

E

C

F

REV: REVISED PARCEL AREAS 05-17-10 MAD
REV: REVISED PARCEL AREAS 05-03-10 MAD
REV: REVISED PARCEL AREAS 04-23-10 MAD



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FOR **GRAND VALLEY STATE UNIVERSITY**
PROPOSED VERDIAN DRIVE EXTENSION
IN THE CITY OF MUSKEGON, MICHIGAN

IN SECTION 19 T. 10 N., R. 16 W.

DATE 04-20-10

DRAWN BY MAD

SHEET 1 OF 1

JOB No. 1010027.5A

SCALE: 1"=80'

Agreement for the Donative Conveyance of Real Property

This Agreement is effective June ____, 2010 ("Effective Date") by **Parkland Acquisition, LLC**, a Michigan limited liability company with principal offices located at 940 Monroe NW, Suite 155, Grand Rapids, Michigan 49503 ("Donor") and the **City of Muskegon**, a municipal corporation with principal offices located at 933 Terrace Street, Muskegon, Michigan 49442 ("City") with reference to the following facts:

Background

A. Donor is the owner of certain real property located in the City of Muskegon, Michigan at the north end of Terrace Point Drive as legally described on **Exhibit A** and depicted on the site plan attached as **Exhibit B** (the "Subject Property").

B. City leases to Grand Valley State University ("GVSU") under a long-term lease certain real property located on Viridian Drive as legally described on **Exhibit A** and depicted on the site plan attached as **Exhibit B** (the "Property"). City desires to extend Viridian Drive to the west and to connect Viridian Drive with Terrace Point Drive.

C. To assist City, Donor is willing to donate some of the real property needed to make the connection of Viridian Drive to Terrace Point Drive by conveying the Subject Property to City.

D. City is a public entity exempt from taxation under the Internal Revenue Code. City is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

The Parties agree as follows:

1. **Donation of Subject Property.** Solely as a gift and for no other consideration or payment by City to Donor except for the mutual covenants and promises contained in this Agreement, Donor agrees to convey the Subject Property together with an easement for the extension of the sanitary sewer line currently located in Terrace Point Drive to City in fee simple by donation. City shall not be obligated to accept title to the Subject Property until, and only if, the City Commission approves this transaction. Any property taxes and assessments allocated to the Subject Property shall be paid by Donor prior to closing. Donor shall convey clear title to City unencumbered by any liens, mortgages, easements, or other rights of way except for utility easements and other easements and encumbrances of record servicing the Subject Property or surrounding properties.

2. **Charitable Contribution.** Donor intends that the fair market value of the Subject Property shall be a charitable contribution to City. However, City makes no representation as to the tax consequences of the transaction contemplated by this Agreement. Donor will obtain independent tax counsel and be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code.

3. **Soil Excavation.** City agrees that no soil may be removed from the parent parcel from which Subject Parcel was conveyed. Donor agrees that all soil excavated from the Subject Parcel may be stored on the parent parcel that previously included the Subject Property, and City shall pile such soil in a location on the parent parcel designated by the Donor, which may not exceed 200 feet from the excavated location.

4. **Conditions Precedent to Conveyance.** City shall have from the Effective Date until and including July 1, 2010 ("Investigation Period") to complete its due diligence investigation of the site, and the conveyance of the Subject Property from Donor to City is subject to the following conditions precedent:

- a. Environmental reports or a baseline environmental assessment ("BEA") for the Subject Property acceptable to City in City's sole discretion;
- b. A title insurance commitment and survey for the Subject Property acceptable to City in City's sole discretion;
- c. Approval from the City of Muskegon for construction of the Viridian Drive extension and connection to Terrace Point Drive in a form acceptable to City in City's sole discretion; and,
- d. Full Execution of a development agreement between City and GVSU regarding their respective responsibilities in the construction of the Viridian Drive extension and connection to Terrace Point Drive.

If any of the above conditions precedent is not satisfied, City may terminate this Agreement by delivering written notice of termination to Donor. If this transaction has not closed within 10 days following expiration of the Investigation Period, Donor may terminate this Agreement by delivering written notice of termination to City.

5. **Closing.** City shall cause GVSU to prepare the documents for the closing and submit it to Donor for review and approval. The closing shall be held at the offices of Transnation Title Agency of Michigan, 570 Seminole Road, Muskegon, Michigan within 10 days of completion of the Investigation Period unless this Agreement has been terminated as provided in this Agreement.

6. Donor's Representations. Donor represents the following:

- a. Donor has full power and authority to enter into its Agreement and to convey title to the Subject Property in accordance with this Agreement.
- b. The conveyance of the Subject Property in accordance with this Agreement will not violate any provision of state or local subdivision laws.
- c. No one other than Donor will be in possession of, nor have any right to possession of any portion of the Subject Property following closing.
- d. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Subject Property or any portion thereof, or pending or threatened against Donor which could affect Donor's title to the Subject Property or any portion thereof, or subject an owner of the Subject Property, or any portion thereof, to liability.
- e. To the best of Donor's knowledge, there are no:
 - i. Intended improvements or rights, which will result in the creation of any liens upon the Subject Property or any portion thereof;
 - ii. Uncured notices from any governmental agency notifying Donor of any violations of law, ordinance, rule or regulation, which could affect the Subject Property, or any portion thereof;
 - iii. Actual or impending construction liens against the Subject Property or any portion thereof;
 - iv. There is no lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, which affects the Subject Property or any portion thereof; and,
 - v. The execution of the Agreement will not constitute a breach or default under any agreement to which Donor is bound and/or to which the Subject Property is subject.

Each of the above representations shall be deemed to have been made as of the closing and shall survive the closing.

7. No Land Division; Dedication as Public. The Parties agree that conveyance of the Subject Property is between two adjacent parcels and that the Subject Property is being added to such adjacent parcel and therefore, is not a "division" as defined in MCL 560.102 (d). The deed for the Subject Property will include the right to make 0 future divisions of the Subject Property. At Closing and upon delivery of the deed to the City for the Subject Property, the City will dedicate the Subject Property as Public.

8. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email if such fax number or email address is provided below (the sender shall also send a hard copy following the fax or email; however, the notice shall be effective upon the transmission of the fax or email); (iii) one day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) five days after posting in the United States Mail first-class, postage prepaid.

To CITY:

The City of Muskegon
Attn: **Bryon Mazade**
933 Terrace Street
Muskegon, Michigan 49442
Fax: 231-722-1214
Email: bryon.mazade@postman.org

To Donor:
Parkland Acquisitions, LLC
Attn: **Jonathan Rooks**
940 Monroe N.W. Suite 255
Grand Rapids, MI 49503
Email: jon@parklandgr.com

With copy (which will not constitute notice) to:
Charron & Hanisch, PLC
Attn: **David W. Charron**
4949 Plainfield N.E..
Grand Rapids, MI 49525
Fax: 616-363-0339
Email: dwcharron@charronhanisch.com

9. **Time of the Essence.** Time is of the essence in this Agreement.

10. **Binding on Successors.** This Agreement shall be binding upon the parties and their heirs, personal representatives, assigns, and other successors in interest.

11. **Additional Documents.** Donor and City shall execute such additional documents, as may be reasonable and necessary to carry out the provisions of this Agreement.

12. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between Donor and City pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

13. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

14. **No Merger.** The obligations contained in this Agreement, except for those specifically discharged at closing (such as conveyance of title to the Subject Property and delivery of ancillary documents), shall not merge with conveyance of title but shall remain in effect until fulfilled.

15. **Miscellaneous.** In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday.

16. **Counterparts; Electronic Signatures.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Email and Fax signatures shall be acceptable as evidence of execution of this Agreement, without the need for sending or receiving the original, executed, document. Email and Fax signatures shall bind the parties.

17. **Assignability.** Neither party can assign their interest in this Agreement without the prior written consent of the other party.

18. **Representation by Parmenter O'Toole.** The parties agree that Parmenter O'Toole is representing GVSU and only GVSU in this transaction. The parties acknowledge that Parmenter O'Toole has represented one or more of its principals of Donor in the past in various matters. However, Parmenter O'Toole has never in any capacity represented Donor or its members in this transaction or in any negotiations between Donor and City. Parmenter O'Toole has drafted this Agreement on behalf of GVSU and it may contain provisions that may be adverse to Donor. Donor is encouraged to retain independent counsel to review this Agreement and related documents and to advise them. Donor and its members agree they have not retained Parmenter O'Toole in this transaction and neither shall depend on Parmenter O'Toole for legal advice with regard to this transaction. To the extent any conflict of interest exists, Donor and its' members waive any conflict of interest and expressly consent to the representation of GVSU by Parmenter O'Toole in connection with this transaction and any related matter.

DONOR

Parkland Acquisition, LLC, a Michigan
limited liability company

By _____
Name: Jonathan Rooks
Title: Manager
Date: _____

CITY

The City of Muskegon

By _____
Name: _____
Title: _____
Date: _____

By _____
Name: _____
Title: _____
Date: _____

Exhibit A

Legal Descriptions

Parcel 1

This parcel is located in the City of Muskegon, Muskegon County, Michigan, and is described as follows:

Part of Block 558 of the Revised Plat of 1903 of the City of Muskegon, as recorded in Liber 3 of Plats, Page 71, Muskegon County Records, described as: Commencing at the Westernmost corner of Muskegon Lakeshore Smartzone Condominium, Muskegon County Condominium Subdivision No. 100, as amended; thence North 27°25'55" East 198.94 feet along the Westerly line of said Condominium to the point of beginning; thence North 62°05'15" West 106.63 feet; thence South 27°54'45" West 61.66 feet to the Northerly line of Terrace Point Drive; thence Northwesterly along said line 91.59 feet along a 75.00 foot radius curve to the left, the chord of which bears North 62°05'15" West 86.00 feet; thence North 27°54'45" East 127.66 feet; thence South 62°05'15" East 192.07 feet to the Westerly line of the aforesaid Condominium; thence South 27°25'55" West 66.00 feet along said line to the point of beginning.

Exhibit B

Site Plan

- PARCEL 1 - 17,205.32 SQ. FT.
- PARCEL 2 - 660.02 SQ. FT.
- PARCEL 3 - 13,476.76 SQ. FT.
- PARCEL 4 - 32,846.63 SQ. FT.
- PARCEL 5 - 3068.71 SQ. FT.

PARCEL 5
3068.71 S. FT.

PARCEL 2
660.02 S. FT.

PARCEL 1
17,205.32 S. FT.

PARCEL 3
13,476.76 S. FT.

PARCEL 4
32,846.63 S. FT.

LOT LINE PER RECORDED CONDOMINIUM DOCUMENT

ASPHALT PARKING LOT

ASPHALT DRIVE

VRIDIAN DRIVE

POINT
TERRACE
DRIVE

F

C

D

E

REV: REVISED PARCEL AREAS 05-17-10 MAD
REV: REVISED PARCEL AREAS 05-03-10 MAD
REV: REVISED PARCEL AREAS 04-23-10 MAD



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FOR **GRAND VALLEY STATE UNIVERSITY**
PROPOSED VRIDIAN DRIVE EXTENSION
IN THE CITY OF MUSKEGON, MICHIGAN

IN SECTION 19 T. 10 N., R. 16 W.

DATE 04-20-10

DRAWN BY MAD

SHEET 1 OF 1 JOB No. 1010027.5A

SCALE: 1"=80'

Agreement for the Donative Conveyance of Real Property

This Agreement is effective June ___, 2010 ("Effective Date") by **Viridian Properties, LLC**, a Michigan limited liability company with principal offices located at 2350 Belmont Center Avenue, Suite 300, Belmont, Michigan 49306 ("Donor") and the **City of Muskegon**, a municipal corporation with principal offices located at 933 Terrace Street, Muskegon, Michigan 49442 ("City") with reference to the following facts:

Background

A. Donor is the owner of certain real property located in the City of Muskegon, Michigan at the north end of Terrace Point Drive as legally described on **Exhibit A** and depicted on the site plan attached as **Exhibit B** (the "Subject Property").

B. City leases to Grand Valley State University ("GVSU") under a long-term lease certain real property located on Viridian Drive as legally described on **Exhibit A** and depicted on the site plan attached as **Exhibit B** (the "Property"). City desires to extend Viridian Drive to the west and to connect Viridian Drive with Terrace Point Drive.

C. To assist City, Donor is willing to donate some of the real property needed to make the connection of Viridian Drive to Terrace Point Drive by conveying the Subject Property to City.

D. City is a public entity exempt from taxation under the Internal Revenue Code. City is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

The Parties agree as follows:

1. **Donation of Subject Property.** Solely as a gift and for no other consideration or payment by City to Donor except for the mutual covenants and promises contained in this Agreement, Donor agrees to convey the Subject Property to City in fee simple by donation. City shall not be obligated to accept title to the Subject Property until, and only if, the City Commission approves this transaction. Any property taxes and assessments allocated to the Subject Property shall be paid by Donor prior to closing. Donor shall convey clear title to City unencumbered by any liens, mortgages, easements, or other rights of way except for utility easements and other easements and encumbrances of record servicing the Subject Property or surrounding properties.

2. **Charitable Contribution.** Donor intends that the fair market value of the Subject Property shall be a charitable contribution to City. However, City makes no representation as to the tax consequences of the transaction contemplated by this Agreement. Donor will obtain independent tax counsel and be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code.

3. **Soil Excavation.** City agrees that no soil may be removed from the parent parcel from which Subject Parcel was conveyed. Donor agrees that all soil excavated from the Subject Parcel may be stored on the parent parcel that previously included the Subject Property, and City shall pile such soil in a location on the parent parcel designated by the Donor, which may not exceed 200 feet from the excavated location.

4. **Conditions Precedent to Conveyance.** City shall have from the Effective Date until and including July 1, 2010 ("Investigation Period") to complete its due diligence investigation of the site, and the conveyance of the Subject Property from Donor to City is subject to the following conditions precedent:

- a. Environmental reports or a baseline environmental assessment ("BEA") for the Subject Property acceptable to City in City's sole discretion;
- b. A title insurance commitment and survey for the Subject Property acceptable to City in City's sole discretion;
- c. Approval from the City of Muskegon for construction of the Viridian Drive extension and connection to Terrace Point Drive in a form acceptable to City in City's sole discretion; and,
- d. Full Execution of a development agreement between City and GVSU regarding their respective responsibilities in the construction of the Viridian Drive extension and connection to Terrace Point Drive.

If any of the above conditions precedent is not satisfied, City may terminate this Agreement by delivering written notice of termination to Donor. If this transaction has not closed within 10 days following expiration of the Investigation Period, Donor may terminate this Agreement by delivering written notice of termination to City.

5. **Closing.** City shall cause GVSU to prepare the documents for the closing and submit it to Donor for review and approval. The closing shall be held at the offices of Transnation Title Agency of Michigan, 570 Seminole Road, Muskegon, Michigan within 10 days of completion of the Investigation Period unless this Agreement has been terminated as provided in this Agreement.

6. Donor's Representations. Donor represents the following:

- a. Donor has full power and authority to enter into its Agreement and to convey title to the Subject Property in accordance with this Agreement.
- b. The conveyance of the Subject Property in accordance with this Agreement will not violate any provision of state or local subdivision laws.
- c. No one other than Donor will be in possession of, nor have any right to possession of any portion of the Subject Property following closing.
- d. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Subject Property or any portion thereof, or pending or threatened against Donor which could affect Donor's title to the Subject Property or any portion thereof, or subject an owner of the Subject Property, or any portion thereof, to liability.
- e. To the best of Donor's knowledge, there are no:
 - i. Intended improvements or rights, which will result in the creation of any liens upon the Subject Property or any portion thereof;
 - ii. Uncured notices from any governmental agency notifying Donor of any violations of law, ordinance, rule or regulation, which could affect the Subject Property, or any portion thereof;
 - iii. Actual or impending construction liens against the Subject Property or any portion thereof;
 - iv. There is no lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, which affects the Subject Property or any portion thereof; and,
 - v. The execution of the Agreement will not constitute a breach or default under any agreement to which Donor is bound and/or to which the Subject Property is subject.

Each of the above representations shall be deemed to have been made as of the closing and shall survive the closing.

7. No Land Division; Dedication as Public. The Parties agree that conveyance of the Subject Property is between two adjacent parcels and that the Subject Property is being added to such adjacent parcel and therefore, is not a "division" as defined in MCL 560.102 (d). The deed for the Subject Property will include the right to make 0 future divisions of the Subject Property. At Closing and upon delivery of the deed to the City for the Subject Property, the City will dedicate the Subject Property as Public.

8. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email if such fax number or email address is provided below (the sender shall also send a hard copy following the fax or email; however, the notice shall be effective upon the transmission of the fax or email); (iii) one day after depositing in the custody of a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) five days after posting in the United States Mail first-class, postage prepaid.

To CITY:

The City of Muskegon
Attn: **Bryon Mazade**
933 Terrace Street
Muskegon, Michigan 49442
Fax: 231-722-1214
Email: bryon.mazade@postman.org

To Donor:
Viridian Properties, LLC
Attn: Dan Henrickson
2350 Belmont Center Avenue, Suite 300
Belmont, Michigan 49306
Fax: 616-458-4054
Email: dan@truenorthaci.com

With copy (which will not constitute notice) to:

9. **Time of the Essence.** Time is of the essence in this Agreement.

10. **Binding on Successors.** This Agreement shall be binding upon the parties and their heirs, personal representatives, assigns, and other successors in interest.

11. **Additional Documents.** Donor and City shall execute such additional documents, as may be reasonable and necessary to carry out the provisions of this Agreement.

12. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between Donor and City pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

13. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

14. **No Merger.** The obligations contained in this Agreement, except for those specifically discharged at closing (such as conveyance of title to the Subject Property and delivery of ancillary documents), shall not merge with conveyance of title but shall remain in effect until fulfilled.

15. **Miscellaneous.** In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday.

16. **Counterparts; Electronic Signatures.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Email and Fax signatures shall be acceptable as evidence of execution of this Agreement, without the need for sending or receiving the original, executed, document. Email and Fax signatures shall bind the parties.

17. **Assignability.** Neither party can assign their interest in this Agreement without the prior written consent of the other party.

18. **Representation by Parmenter O'Toole.** The parties agree that Parmenter O'Toole is representing GVSU and only GVSU in this transaction. The parties acknowledge that Parmenter O'Toole has represented one or more of its principals of Donor in the past in various matters. However, Parmenter O'Toole has never in any capacity represented Donor or its members in this transaction or in any negotiations between Donor and City. Parmenter O'Toole has drafted this Agreement on behalf of GVSU and it may contain provisions that may be adverse to Donor. Donor is encouraged to retain independent counsel to review this Agreement and related documents and to advise them. Donor and its members agree they have not retained Parmenter O'Toole in this transaction and neither shall depend on Parmenter O'Toole for legal advice with regard to this transaction. To the extent any conflict of interest exists, Donor and its' members waive any conflict of interest and expressly consent to the representation of GVSU by Parmenter O'Toole in connection with this transaction and any related matter.

DONOR

Viridian Properties, LLC, a Michigan
limited liability company

By _____
Name: Dan Henrickson
Title: Manager
Date: _____

CITY

The City of Muskegon

By _____
Name: _____
Title: _____
Date: _____

By _____
Name: _____
Title: _____
Date: _____

Exhibit A

Legal Descriptions

Parcel 2

This parcel is located in the City of Muskegon, Muskegon County, Michigan, and is described as follows:

Part of Muskegon Lakeshore Smartzone Condominium, Muskegon County Condominium Subdivision No. 100, as amended, described as Commencing at the Westernmost corner of said Muskegon Lakeshore Smartzone Condominium; thence North 27°25'55" East 198.94 feet along the Westerly line of said Condominium to the point of beginning; thence continuing North 27°25'55" East 66.00 feet along said line; thence South 62°05'15" East 10.00 feet to the Westernmost line of Viridian Drive; thence South 27°25'55" West 66.01 feet along said line; thence Northwesterly 0.55 feet along a 36.00 foot radius curve to the left, the chord of which bears North 61°38'49" West 0.55 feet; thence North 62°05'15" West 9.45 feet to the Westerly line of said Muskegon Lakeshore Smartzone Condominium and the point of beginning.

Parcel 3

This parcel is located in the City of Muskegon, Muskegon County, Michigan, and is described as follows:

Part of Unit E of Muskegon Lakeshore Smartzone Condominium, Muskegon County Condominium Subdivision No. 100, as amended, described as Commencing at the Westernmost corner of said Muskegon Lakeshore Smartzone Condominium; thence North 27°25'55" East 264.94 feet along the Westerly line of said Condominium; thence South 62°05'15" East 10.00 feet to the Northerly line of Viridian Drive; the following three calls are along said Northerly line; thence Southeasterly 56.87 feet along a 102.00 foot radius curve to the right, the chord of which bears South 46°06'55" East 56.13 feet; thence Southeasterly 41.31 feet along a 73.00 foot radius curve to the left, the chord of which bears South 46°21'20" East 40.76 feet; thence South 62°34'05" East 106.50 feet to the point of beginning; thence North 27°25'55" East 98.70 feet; thence Easterly 25.13 feet along a 16.00 foot radius curve to the right, the chord of which bears North 72°25'55" East 22.63 feet; thence South 62°34'05" East 62.00 feet; thence North 27°25'55" East 24.00 feet; thence South 62°34'05" East 33.05 feet; thence South 27°25'55" West 138.70 feet to the Northerly line of Viridian Drive in said Condominium; thence North 62°34'05" West 111.05 feet along said line to the point of beginning.

Parcel 5

This parcel is located in the City of Muskegon, Muskegon County, Michigan, and is described as follows:

Part of Muskegon Lakeshore Smartzone Condominium, Muskegon County Condominium Subdivision No. 100, as amended, described as Commencing at the Westernmost corner of said Muskegon Lakeshore Smartzone Condominium; thence North 27°25'55" East 264.94 feet along the Westerly line of said Condominium to the point of beginning; thence continuing North 27°25'55" East 306.79 feet along said line; thence South 63°03'51" East 10.00 feet to the Westernmost line of Unit C of said Condominium; thence South 27°25'55" West 306.96 feet along said line; thence North 62°05'15" West 10.00 feet to the Westerly line of said Muskegon Lakeshore Smartzone Condominium and the point of beginning.

Exhibit B

Site Plan

- PARCEL 1 - 17,205.32 SQ. FT.
- PARCEL 2 - 660.02 SQ. FT.
- PARCEL 3 - 13,476.76 SQ. FT.
- PARCEL 4 - 32,846.63 SQ. FT.
- PARCEL 5 - 3068.71 SQ. FT.

PARCEL 5
3068.71 S. FT.

PARCEL 2
660.02 S. FT.

PARCEL 1
17,205.32 S. FT.

PARCEL 3
13,476.76 S. FT.

PARCEL 4
32,846.63 S. FT.

REV: REVISED PARCEL AREAS 05-17-10 MAD
REV: REVISED PARCEL AREAS 05-03-10 MAD
REV: REVISED PARCEL AREAS 04-23-10 MAD



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Detroit, MI

FOR **GRAND VALLEY STATE UNIVERSITY**
PROPOSED VIRIDIAN DRIVE EXTENSION
IN THE CITY OF MUSKEGON, MICHIGAN

IN SECTION 19 T. 10 N., R. 16 W.

DATE 04-20-10

SHEET 1 OF 1

DRAWN BY MAD

JOB No. 1010027.5A

SCALE: 1" = 80'