



Idlewild Historic District
An African American Resort Community
 Lake County, Michigan

District Boundary
 Point of Interest
 Tour Number

0 250 500 Meters
 0 1,000 2,000 Feet

N

Idlewild

America's Largest Historic African American Resort Community,
Lake County, Michigan
US-10, 4 miles east of Baldwin

Idlewild is one of the largest resorts for the African American community in the United States. Four caucasian partners formed the Idlewild Resort Company (IRC). Mr. Wilber M. Lemon and Mr. Albert E. Wright of Chicago and Mr. Erastus and Mr. Adelbert Branch, brothers living in White Cloud, Newaygo County, Michigan, developed Idlewild Resort. In 1915, the IRC began marketing the new African American resort at the Lincoln Jubilee, Chicago. The resort lots were small (25 feet wide by 100 feet deep) and inexpensive; for just \$35, \$6 down and \$1 a month afterward, resorters could own their very own lot in Idlewild. The resort was a haven from discrimination and segregation, and became a major stop on entertainment's Chitlin' Circuit until the passage of the Civil Rights Act in 1964. Idlewild was listed as a National Register of Historic Places district in 1979 and expanded in 2009.

1. Entrance to Idlewild – US-10 at Broadway. The traditional gateway features modern signs erected by residents. Historically, the area boasted stores and motels, similar to those present along US-10 today.

2. Pere Marquette Railroad Stop, near Reid's Motel – 6108 Broadway. Traveling to Idlewild could be a challenge, but fortunately for resorters, there were two Pere Marquette Railroad lines through the area. The Chicago line served the depot in nearby Baldwin while a second line, part of the Ludington Division, crossed Broadway where the train stopped for a flag stop. Although no formal stop was established, the flag stop was in proximity to the motel, known as Reid's Motel, in the 1950s.

3. Casa Blanca – 1396 E. Hall Road. Mr. Woolsey Coombs, an architect and builder, completed the Casa Blanca Hotel in 1949. The highly successful hotel operated by Mr. Coombs' wife, Mrs. Iva Lee Coombs, included the Casbah Cocktail Lounge, which offered "delectable meals and exquisite dining," in addition to guest rooms. The *Chicago Defender* newspaper called the Spanish Revival building "one of the finest in the state."

4. Hattie "Ma" Buckles Properties – 1264 and 1294 E. M. L. King Drive. In 1915, Mr. Nelson and Mrs. Hattie "Ma" Buckles traveled from Medicine Hat, Alberta, Canada, to attend the Lincoln Jubilee in Chicago. While there, the couple purchased an Idlewild lot but found when they reached their new community, an uncompleted house. Ma Buckles is reputed to be the first African American woman to spend the night on the Island Park. The house constructed for Mrs. Buckles, demolished long ago, was located on S. Pansy. Mrs. Buckles owned these two small rental cottages that are examples of houses constructed to fit the small resort lots.

5. Rollins/Hudson House – 14712 Lake Drive. Dr. Ida Gray Nelson Rollins, for whom this cottage was constructed, became the first African American woman to earn a doctor of dental surgery degree in the United States when she graduated from the University of Michigan Dental School in 1890. The doctor established a successful practice in Chicago where she had the distinction of being the first female African American dentist in the city. The house is currently owned by the Hudson family of Chicago.

6. Charles Waddell Chesnutt House – 14240 Lake Drive. Mr. Chesnutt, a Cleveland-based attorney, was the most widely read African American author of the late 19th and early 20th centuries. Among his works were *Conjure Woman*, *The Wife of His Youth*, and *The House Behind the Cedars*. During his visits to Idlewild, Mr. Chesnutt regularly spoke at the Clubhouse Sunday Forums. The house is reputed to have been constructed when Mr. Chesnutt's grandson was born, remaining in the family until 2007 when it was sold by the grandson.

7. "Bayview" – 14180 Lake Drive. Constructed in 1926 from a design by the original owner, Mr. Henry Gregory, Bayview serves as the summer

retreat for the family four generations later. Mr. Gregory was instrumental in the early electrification of Idlewild, using his experience as an electrical contractor in Detroit to install a Delmore generator system on the Island Park. In 1929, light service transferred to the Michigan Public Service Company.

8. Idlewild Historic and Cultural Center – 7025 S. Broadway. Once the Yates Township Hall, Five-Cap Nonprofit Housing Corporation purchased the building and remodeled and enlarged it for a museum, meeting space, and theatre facilities.

9. Sgt. Albert Johnson's House and Paddock – 7075 S. Broadway. Spanish American War veteran Sgt. Albert Johnson and his wife owned 21 saddle-broken horses and the Clover Leaf Ranch. The horses were trained to go only on trails around the lakes, and Mrs. Johnson ensured that the child riders obeyed this rule by driving slowly behind in her Oldsmobile. Robert B. Steptoe wrote in his book, *Blue as the Lake*, "Two honks from her [car horn] and the horses commenced to trot; one honk later and they fell back into a walk, much to the relief of the tourist folk who didn't know how to post and usually got jostled up pretty bad."

10. Idlewild Lot Owners Association Building (ILOA) – 11330 Lake Drive. The ILOA represents one of the earliest organizations for property owners. Originally incorporated in 1921, it was charged with "rendering constructive, civic and social service to the community." Among the typical programs sponsored by the ILOA were Sunday Forums featuring guest speakers such as the Governor of Michigan, fellow resorter and author, Mr. Charles Chesnutt, and political and religious leaders. By the 1950s, the ILOA was well known for its Annual Fashion and Variety Show. In 1954, the ILOA purchased the Eagles Nest and Building, which was replaced in the early 1960s with the present Robert Riffe Youth Center.

11. Detroit Idlewilders' Club House – 13174 Lake Drive. The Idlewilders' Clubs grew out of resorters' desire to continue friendships and associations established in Idlewild once they returned home. Six organized groups are based in Chicago (two groups), Cleveland, Detroit, Mid-Michigan, and St. Louis. A seventh group, known as the National Idlewilders, includes each of these regions. Only the Detroit Idlewilders' Club owns a clubhouse in the Idlewild Historic District.

12. Sweetheart Motel – 730 E. Troy. The motel was considered one of the most popular lodges in the area during the 1950s and 1960s. The eleven-unit property provided housing for club performers, including Joe "Ziggy" Johnson. Abandoned years ago, the building complex is still identifiable as a motel with a front building including several units and the traditional linear motel unit near the rear of the property. Once painted "sweetheart" pink, the concrete block structures retain a faint pink cast.

13. Lydia Inn – 7036 S. Geneva. In 1959, when writing about Idlewild, a local resident called the Lydia Inn "One of the first three places to accommodate guests in the early days. It holds the memory of serving many of the founders and visitors from all over the country."

14. Birch Haven – 16766 Lake Drive. Birch Haven was the summer residence of Ms. Violette Neatly Johnson Anderson and her family. Ms. Anderson worked in her early career as a court reporter before becoming a lawyer. She was the first African American woman to practice law in the U.S. District Court Eastern Division, served as the first female Chicago prosecutor in 1922-1923, and became the first African American woman admitted to practice before the Supreme Court of the United States. Upon her death, Ms. Anderson willed her Idlewild residence to the Zeta Phi Beta Sorority, which continues to own and occupy the deceptively tiny residence.

15. Dr. Robert L. Bradby Residence – 16800 Lake Drive. Dr. Robert Bradby was the pastor of the Second Baptist Church in Detroit, the oldest African American church in Michigan, which boasted a membership of approximately 5,000 in the early 1920s. In the early 1920s, Dr. Bradby was invited by the Idlewild Summer Resort Committee (ISRC) to join its board. The ISRC worked for a short time to promote an amusement park and other enhancements to the community. When the organization was unsuccessful

in obtaining permission to sell stock it folded, but Dr. Bradby remained an active member and lot owner in the resort community.

16. Yates Fire/Township Hall – 16211 Lake Drive. The brick and concrete block building was designed by Mr. Woolsey Coombs and erected using volunteer labor in fall 1949. The original two-story portion of the building housed the fire hall. A later one-story addition, completed in 1965, provided a small office space for Yates Township. The Yates Township Fire Department continued to operate out of the building for over 50 years until the new hall was erected on US-10.

17. Dr. Daniel H. Williams Home – 15712 Lake Drive. Dr. Daniel Hale Williams was known as the first surgeon to perform successful open heart surgery in 1898, promoter of Idlewild, and founding member of Idlewild Improvement Association (IIA). Dr. Dan, as he was affectionately known, spent his final years residing primarily in his Idlewild cottage "Oakmere." On August 4, 1931, Dr. Williams passed away in his Idlewild retreat. With his death occurring at the height of Idlewild's summer season, several thousand residents and resort visitors paid tribute to the doctor.

18. Williams Island and the Flamingo Room – 1002 E. M. L. King Drive. Originally known as Island Park, the island formed the center of activity for Idlewild from the earliest days of the resort. The island was the site of the first gathering place, the Clubhouse, and the location of the first overnight accommodations known as "doghouses" for their small size. The IIA constructed the Oakmere Hotel on the island in the 1920s, which was purchased by Phil Giles in 1949. Giles added attractions, including a boat launch, amusement park, and the Flamingo Room. In 1956, entertainer/writer Mr. Ziggy Johnson reported the Club Fiesta (at the rival Paradise Club) and the Flamingo as "two of the finest supper clubs you want to find. Not only that, the owners have spared no expense in bringing to the vacationers bigger shows than they can see in the city." LaVern Baker, Little Willie John, and Butterbean and Susie performed at the club.

19. Letman's Variety 5 & 10 Cent Store – 961 E. M. L. King Drive. Strategically located at the edge of Island Park on the shores of Lake Idlewild, Letman's store offered boat and bicycle rentals, hunting and fishing licenses, and, of course, tackle and live bait.

20. LeeJon's – 880 E. M. L. King Drive. The Idlewild Party Store was originally constructed in 1949 by Mr. and Mrs. John and Leona Simmons. The new business, known as LeeJon's Confectionary and Gift Shop, included a soda bar and souvenirs.

21. Post Office – 812 E. Essex Street. The first post office in Idlewild was established on August 18, 1923, on Island Park. Ms. Susie J. Bantom served as the first postmaster and was a regular contributor of Idlewild news to the *Chicago Defender*. The post office moved to its current building in 1957.

22. Red Rooster/Rosana Tea Room – 15655 Lake Drive. Originally constructed as the Rosana Tea Room in the early 1920s, Ms. Lottie Roxborough and her son, Mr. Charles A. III (Sonny) Roxborough, purchased the property and converted it into a popular "standing room only" bar. In 1949, the Roxboroughs added a new facility adjacent to the original building. The bar has changed hands and been remodeled several times since Mr. Roxborough sold the tavern in the 1970s.

23. Tabernacle AME – 765 E. Essex Street. The first church service held in Idlewild was led by Mr. H. Franklin Bray on the steps of the Island Clubhouse. Inspired by the success of the service, the Brays (H. Franklin and his wife Virginia) established the People's Community Church of Christ. The first church, the Tabernacle Church, was a rustic structure topped by a canvas roof completed in 1923. In the winter of 1928-1929, the church roof collapsed under the weight of heavy snows. A new edifice was completed by August 1929, when Michigan's governor, Fred W. Green, presented the dedication speech. In 1963, the Tabernacle Church was reoriented to its present configuration fronting on Idlewild Boulevard. The relocation project was considered the largest ever in the county.

24. Vogue Motel – 363 E. Fremont. Currently known as the Lake Idlewild Resort, the small complex originally housed the Vogue Motel. In 1960, under the ownership of Mrs. Mae Finch, the Vogue boasted four units with "new and modern equipment." The property has expanded slightly and now features studio, one- and two-bedroom units.

25. Herman and Lela Wilson Home – 6583 S. Paradise Path. The Wilsons visited Idlewild early in the development of the resort and moved here in 1921. Over time, the Wilsons purchased 320 acres of land where they established three plats known as Paradise Gardens. In addition to their real estate endeavors, the couple established the Paradise Club, Wilson's Store, the Paradise Hotel, and many other early resort properties.

26. Wilson's Grocery Store – 332 E. Wilson Drive. One of Mr. and Mrs. Herman and Lela Wilson's holdings was a grocery store. The first store, constructed as early as 1923, was actually located on the rear of their house (at 6583 S. Paradise Path). This building, erected in 1948, provided groceries and a curb-side gasoline pump.

27. Morton's Motel – 6389 S. Tacoma. One of the early motels in Idlewild, Morton's Motel advertised in the *Idlewild Yearbook for 1959* that it had "20 units, private baths, tennis court, miniature golf course, picnic space, Bar-B-Q pit and rustic benches and tables, indoor dancing, large parking area." Yates County Deputy Sheriff William Morton and his "charming wife," well known for her hospitality and wonderful meals, owned the motel. In the late 1980s, under the ownership of Mr. John Meeks, the original motel was remodeled to its present configuration.

28. Idlewild Public School/Yates Township Hall and Library – 473 E. Baldwin Road. Originally erected as a school, the building included a rear wing that housed the kindergarten through Grade 4 classrooms (no longer standing). The main floor of the brick building housed Grades 5 and 6 in the east room while Grades 7 and 8 occupied the west room. Today, the west room is the main office for Yates Township and the east room houses the Idlewild Public Library.

29. Site of the Universal Negro Improvement Association (UNIA) Hall – North Side Baldwin Road. The UNIA is an international organization founded by Mr. Marcus Garvey, a Jamaican-born activist. In the late 1920s or early 1930s, the organization constructed a hall on Baldwin Road, just east of the corner of Tacoma Street in Yates Township. Although no longer extant, the large hall was once known as a gathering place for after-church dinners, lectures, and dances.

30. Oaklawn Cemetery – 7971 S. Forman Road. As a resort community, there was no cemetery during the early years of the development. The present cemetery was platted on September 17, 1937. It was not until 1941 that the first interment, that of Mr. Walter Collins, occurred. Interestingly, the cemetery plat also identifies the location of the "Soldiers Monument," a large stone marker dedicated at the Athletic Field just eight years earlier that was apparently relocated about the time the cemetery was established.

31. Athletic Field – East Side of Forman Road, between Parkdale and Cook Streets. In addition to all the activities that centered on the lakes within the resort, other summertime activities such as baseball and tennis were popular pastimes. Beginning in the late 1920s, Idlewild boasted an organized baseball team, the Idlewild Colts. The team was followed by resorters and area residents with the games covered by local newspapers into the 1950s. Along with sporting events at the Athletic Park (as the field was also known), the park hosted picnics and other community gatherings. In 1929, a granite monument to "Our Heros of All Wars" was dedicated in the park. This monument was relocated to Oaklawn Cemetery.

32. Gibson & Son's Market – 6389 W. Baldwin Road. The large grocery store was owned and operated by Reverend and Mrs. James M. and Mattie Gibson. In 1959, an advertisement announced that the store offered groceries, poultry, and meats, both wholesale and retail.

Written and designed by:
Commonwealth Cultural Resources Group, Inc., 2009



**APPENDIX D: SAMPLE REQUEST FOR QUALIFICATIONS,
MEMORANDUM OF UNDERSTANDING, AND DEVELOPMENT
AGREEMENT**

Request For Qualifications

East Village Project East Lansing, Michigan



December 2005

Background

In 2000, the City of East Lansing and Michigan State University partnered to have an urban planning class examine potential redevelopment scenarios for the East Village – defined as the area in East Lansing bounded by Bogue Street to the west, Grand River Avenue to the north, Hagadorn Road to the east, and the Red Cedar River to the south. In 2003, the City and MSU began to more aggressively pursue redevelopment options. These discussions led to the formation of the East Village Study Committee. The East Village Planning Committee has been in the process of forming a Master Plan for the area with the assistance of consulting firm JJR. The proposed plan is saved as a PDF file on the CD enclosed.

The City of East Lansing is issuing this Request for Qualifications to experienced entities that have demonstrated success in executing highly complex redevelopment projects. The selected entity will be the City's Master Developer for the project. The Master Developer will be responsible for coordinating all development activities, including, but not limited to: property acquisition; conceptual and final site plans; developing project pro formas; identification and formation of strategic partnerships, possibly including existing landowners and other developers; securing private sector equity and financing; and partnering with the City of East Lansing to facilitate all project components, including the use of public financing and other incentives. The city will be requiring that the selected Master Developer enter into a Memorandum of Understanding regarding their responsibilities.

Development Objective

The City Of East Lansing desires to encourage a redevelopment project that adheres to the principles of the East Village Master Plan. The project will be a mixed-use "urban village" compatible with the character of the Michigan State campus and include a combination of the following: street level retail, housing (loft-style apartments and condos), professional offices, and a boutique hotel. The urban village will create a high-density neighborhood with a broad mix of uses that is pedestrian-oriented and maximizes use of the Red Cedar River as a green amenity. The intent is to create a new neighborhood that enhances the City of East Lansing, Michigan State University, and existing properties. It is expected that the total project will require \$350-\$450 million in public and private investment.

Current Conditions

Covering approximately 35 acres, the East Village is predominantly student oriented housing with some suburban strip type retail along Grand River. Key issues with respect to the site include:

- **Property Ownership.** All of the properties are currently under private ownership. The City of East Lansing will partner with the selected Master Developer to develop an effective acquisition strategy. The city has commenced efforts to meet with existing property owners regarding possible acquisition of their properties.
- **Zoning.** Zoning is currently a mix of B2, RM32, and RM54. Efforts are currently underway to rezone this area using form-based coding. The new code will allow for high-density urban redevelopment with zero setbacks, 100% ground coverage, and building heights up to 8 stories.
- **Environmental.** No recent Phase I, Phase II, or Baseline Environmental Assessments have been completed. However, historical assessments identify known contamination on at least one parcel. The city expects to utilize tax increment financing to support necessary environmental costs.

- **Infrastructure Improvements.** Substantial infrastructure improvements are required, including new streets, sewers, runoff control, and parking facilities. The city plans to support infrastructure through tax increment financing.
- **Floodplain.** A substantial portion, estimated to be 16 acres, of the site is located in the 100-year floodplain according to FEMA records. Future analysis will require a complete hydrological study of the area.

Available Incentives

The City of East Lansing has the following incentives available for this site:

1. **Acquisition.** The city will partner with developers in order to facilitate the extensive property acquisition required to undertake this project.
2. **Tax Increment Financing.** The use of both Downtown Development Authority and Brownfield Redevelopment Authority TIF will be an essential component to this project. The city will work creatively with developers to utilize these tools.
3. **State and Federal Incentives.** Substantial efforts to secure State and Federal grant dollars and other incentives are already underway. The city will work aggressively to continue to pursue various programs and funding that will enhance the financial feasibility of this project.

Submission Requirements & Deadline

The City of East Lansing is requesting that interested developers submit qualifications and a letter of interest. The letter and qualifications shall include the following:

1. **Development Entity.** Identify the development entity that would enter into a Memorandum of Understanding with the City of East Lansing, including all intended partners to the extent known at this time. Please indicate complete listing of names, titles, addresses, and phone numbers, as well as the primary contact person.
2. **Project History.** Provide evidence of at least one substantial mixed-use project that the development entity is currently undertaking or completing. A substantial project is defined as having a minimal private sector investment of \$50 million and includes retail, residential, and office use components.
3. **Due Diligence.** Demonstrate your commitment to invest at a minimum \$100,000 - \$200,000 in pre-project costs that would include, but not limited to, the following items: schematic site plans, color rendering of proposed facilities, market and economic feasibility studies, marketing materials and environmental site assessments.

Submission of qualifications and the letter of interest must be submitted no later than 5:00 p.m. on January 21, 2005. Ten copies of the completed proposal must be submitted. Letters of Intent, proposals, and inquiries should be addressed to Lori Mullins, Senior Project Manager, City of East Lansing, 410 Abbott Rd., East Lansing, MI 48823, (517) 319-6930, lmullin@cityofeastlansing.com.

The City of East Lansing plans to select the top candidate by February 1, 2005. Interviews and public presentations may be arranged with the selected entities if deemed necessary. *The City of East Lansing reserves the right to reject or accept any and all proposals received.*

Memorandum of Understanding
Between the City of East Lansing And _____, LLC,
a Michigan limited liability company located at _____
to Proceed with the Master Development and Phase I of the Development of the East
Village Project
Located in East Lansing, Michigan

In consideration of their respective undertakings as provided in this Memorandum, the City of East Lansing, hereinafter the "**City**", and _____, LLC, a Michigan limited liability company, hereinafter referred to as the "**Developer**"), agree to explore, on the terms and conditions set forth in this Memorandum, in "Phase I" (described below) of the development to be known as the East Village Redevelopment Project (the "**Project**") located in the City East Lansing.

The Project is to be located on Parking Lot 1 located between _____ and possibly other adjacent property as determined in accordance with paragraph 2(c) in the description of Phase I below. The Project is currently envisioned as a _____ as further described in the letter dated January 12, 2005, attached hereto for identification.

The approval and execution of this Memorandum by the City represents the formal acceptance by the City of Developer as the Preferred Developer for the Project, and exclusively confers upon the Developer the rights and responsibilities described below for a period of 180 days as represented by this Memorandum, subject to extension of such 180 period as provided below. The approval and execution of this Memorandum by Developer represents its agreement to undertake Phase I as described below as the Preferred Developer, and represents Developer's commitment and obligation to perform Phase I under the terms set forth herein.

The purpose of this Memorandum is to set forth a basic understanding of the responsibilities, agreements and commitments between both parties with respect to specific activities necessary to perform Phase I as the first step toward entering into a development agreement to jointly develop the Project. Both parties agree to undertake their best effort to fulfill all commitments and obligations contained herein. Both parties further agree that the Project is a significant and complex undertaking, and it may, therefore, become necessary from time-to-time to make modifications or otherwise alter some of the actions and/or responsibilities contained within this Memorandum, but no amendment or other modification to this Memorandum shall be valid unless contained in a written document signed by both parties.

This Memorandum contains two parts, hereinafter defined as Phase I and Phase II. Phase I obligates both parties to an initial determination of Project feasibility, and outlines the steps, outcomes and time frames to be achieved. Phase II, which will be the First Addendum to this Memorandum, represents the initial set of agreements and understandings to be accomplished and which are necessary to reach the decision by the City to formally enter into a Joint Development Agreement and begin the Project.

Phase I - Initial Project Feasibility

Both the City and Developer agree that a more specific determination of project feasibility is necessary:

1. The Developer shall have 180 days from the date of this Memorandum to establish preliminary project feasibility and the right to extend the period in which to establish the preliminary project feasibility for an additional 180 days by giving the City written notice of such extension (the initial 180 days as extended by Developer being called the "**Phase I Period**"). If Developer extends the Phase I Period as provided in the immediately preceding sentence, Developer shall first appear before the City Council of the City of East Lansing, or such other body of the City of East Lansing as the City Council may designate, and advise the Council or such other body of the reasons that, based on Developer's investigation up to that time, it appears to Developer that the Project may be feasible and why Developer has extended the Phase I Period so that Developer may in good faith continue its investigation of whether the Project is feasible.
2. The Phase I preliminary study of the Project shall consist of the following:
 - (a) Conducting necessary research and due diligence including but not limited to market studies, traffic impact analysis and parking needs analysis.
 - (b) Preparing preliminary financial pro forma to determine the amount of tax increment financing assistance that may be available given estimated project value.
 - (c) Making a preliminary determination as to whether the property of any adjacent property owners will be required in order to make the Project feasible.
 - (d) Obtaining forward commitments or letters of intent from major retail tenants, a hotel operator, and office users.
 - (e) Creating a marketing concept for the sale of residential condominiums.
 - (f) The Developer may, at its own expense, obtain the services of an architect to prepare project concepts where it may become necessary to assist in these efforts.
3. The Developer agrees to communicate with the City on a regular basis to review the status of the project development including disclosure of the documents, reports and studies described in paragraph 2 above and copies of materials used in the tenant solicitation and a list of contacts.
4. On or before the end of the Phase I Period, the Developer shall submit its findings and recommendations to the City regarding project feasibility. The recommendation shall be one of the following:
 - (a) The Project is feasible as envisioned in the second paragraph of this Memorandum;

if this recommendation is given by Developer, both parties agree to use their mutual good faith efforts to negotiate and enter into the agreement pertaining to Phase II described below, and if such Phase II agreement is entered into, then both parties will proceed with Phase II; or

- (b) The Project is not feasible as envisioned in the second paragraph of this Memorandum, but it may be feasible if the Project profile is amended as described in Developer's recommendation under this paragraph (b); if this recommendation is given, and if the parties reach agreement on the redefinition of the Project within 45 days after the date of Developer's recommendation under this paragraph (b), then both parties agree to use their mutual good faith efforts to negotiate and enter into the agreement pertaining to Phase II described below, and if such Phase II agreement is entered into, then both parties will proceed with Phase II; or
- (c) The Project is not deemed to be feasible under any circumstances as determined by the Developer, and, therefore, this Memorandum is terminated as of the date of Developer's recommendation.
- (d) Both parties agree to negotiate in an expeditious manner on the terms and conditions that are to be included in Phase II. If such an agreement is not entered into within 14 days after the date of Developer's recommendation under paragraph 4(a) or 4(b) of Phase I, each party shall have the right to terminate this Memorandum by giving written notice of termination to the other, and neither party shall thereafter have any right under this Memorandum and each party shall be deemed fully released from any and all liability under this Memorandum except for its obligations under the Indemnity.
- (e) In the event of termination under Paragraph (c) or (d) above, neither party shall thereafter have any right under this Memorandum, and each party shall be deemed fully released from any and all liability to the other under this Memorandum except for the indemnity (the "**Indemnity**") contained in the paragraph immediately below.

5. This Memorandum is not intended to nor shall it be construed to create any joint venture, partnership, agency, or other relationship between the parties, but is intended solely to outline the steps that each party agrees to take in order that each party may independently determine the feasibility of the project and decide to enter into a Phase II agreement. No member, officer, employee, or agent of a party shall hold themselves out, represent, or act as an agent of the other, nor have any authority to legally bind the other party to any contract, commitment or accept or assume any legal liability for the other. Each party shall be solely responsible for all costs and expenses incurred by it through the completion of Phase I, and each party shall to the fullest extent permitted by law indemnify and hold the other party harmless from any liability thereon.

Phase II - Design/Development

If the Developer gives the City the recommendation set forth in paragraph 4(a) or 4(b) above, then both parties agree to negotiate in good faith in a mutual effort to enter into a Phase II agreement which shall become a First Addendum to this Memorandum. Phase II will be described as the Design Development phase and shall include, but not be limited to, such matters as the following:

1. Detailed development program to include project square footage, uses and users of the project.
2. The selection of a Project Architect and Parking Ramp Engineer.
3. Preliminary architectural designs and cost estimates.
4. Allocation of project costs between both parties.
5. Identification of all necessary agreements and contracts.
6. Agreement on site disposition.
7. Completion of a financial feasibility analysis.
8. Project schedule and time lines.

This Memorandum has been duly executed this ____ day of March, 2005.

The City of East Lansing

By: Mark Meadows, Mayor

By: _____, Member, Director of Development

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made this ____ day of _____, 2005, (the "Agreement") by and between the CITY OF EAST LANSING, a Michigan municipal corporation, with its offices at City Hall, 410 Abbott Road, East Lansing, Michigan 48823 (the "City"), the EAST LANSING BROWNFIELD REDEVELOPMENT AUTHORITY, with offices located at 410 Abbott Road, East Lansing, Michigan 48823 (the "ELBRA"), and HOLIDAY TOWNHOUSE, LLC, a Michigan limited liability company, with principal offices located at 246 East Saginaw St. – Suite 2, East Lansing, Michigan 48823 (the "Developer").

THE PARTIES RECITE THAT:

WHEREAS, the City is a municipal corporation organized and existing under and pursuant to the Michigan Home Rules Cities Act, 1909 PA 279, as amended (codified at MCL 117.1 et seq.), and exercising all of the powers provided for therein and pursuant to East Lansing City Charter, adopted July 11, 1944, and as subsequently amended; and

WHEREAS, the Developer is a Michigan limited liability company organized and existing in good standing under and pursuant to the Michigan Limited Liability Company Act, Public Act 23 of 1993, as amended (codified at MCL 450.4101 et seq.), and exercising all of the powers provided for therein; and

WHEREAS, the Developer owns certain parcels of real property located within the City of East Lansing, as specifically listed and legally described on EXHIBIT A1 and desires to proceed with a mixed-use development project to be located on the Development Site; and

WHEREAS, the City owns or has rights to purchase certain parcels of property together with portions of Valley Court and Oakhill Avenue, platted public streets which are to be vacated and conveyed to the Developer described on EXHIBIT B – Parcel A; and

WHEREAS, the combined parcels of property under ownership of the Developer and the City constitute the “Development Site” defined on EXHIBIT A2; and

WHEREAS, the City and Developer have determined that it is in the best public interest to set forth their respective public and private commitments and understandings with regard to developing the Development Site; and

WHEREAS, the City Council has deemed this project to be a substantial public benefit to the City of East Lansing as further described in EXHIBIT C – “Findings of Fact and Conclusions”;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the City and the Developer agree as follows:

1) THE DEVELOPMENT PROJECT

a) **Project Definition.** The developer agrees to construct a commercial and residential project (the “Project”) at the Development Site at an estimated cost of \$7,000,000. The Project shall contain a mixed-use building of four floors, with the ground floor dedicated to retail space and the three upper floors dedicated for up to nineteen owner-occupied condominium units (the “Mixed-Use Building”). The Project will also contain up to fifteen, three-story, owner-occupied town home style condominiums (the “Town Homes”) and adequate off-street parking to serve the entire Development. The Project will also include relocation of the Board of Water & Light building (the “BW&L Building”) to Valley Court Park.

i) **Mixed Use Building.** The Developer will construct a mixed use building that includes approximately 9,000 gross square feet of retail space on the 1st floor and three floors of condominium apartments ranging in size from 900 to 1,500 square

feet. Parking will be provided with underground spaces dedicated for condominium owners and at-grade spaces for the retail space.

- ii) **Town Homes.** The Developer will construct up to 15 condominium townhouse units. Each unit will range from approximately 1,500 to 2,200 gross square feet in size. Parking for the units will be provided by attached private garages.
- iii) **BW&L Building.** The Developer will relocate the BW&L Building from its existing location to a site in Valley Court Park to be determined by the City. The relocation shall adhere to the specifications of the requisite site plan to be approved by the Planning Commission, City Council, and the Historic District Commission. Costs of this relocation will be the responsibility of the developer up to the \$310,500 budgeted in the ELBRA Brownfield Plan #4. Prior to commencing relocation, the Developer shall obtain firm quotes for all costs to be incurred in the relocation. The City shall have the right to reject any and all bids or quotes received for the relocation and require the Developer to obtain additional bids or quotes before approving or rejecting the final costs. If costs of relocation exceed the budgeted amount of \$310,500, the City shall have the option to accept and agree to pay the additional costs in excess of \$310,500 or choose to, if deemed necessary and approved by the East Lansing Historic District Commission, have the Developer demolish the BW&L Building and restore the existing site at the Developer's sole expense. Costs include actual building relocation and stabilization, site preparation, grading and filling of the existing site, relocation of utility services and related infrastructure costs at the new site, engineering and survey fees and all permit and inspection fees. The City will

inform Developer of its decision to have the BW&L Building relocated or demolished on or before the completion of the decommissioning of the Building by BW&L.

2) TRANSFER OF PROPERTY

- a) **Former Valley Court Parcel (EXHIBIT B – Parcel B).** The City of East Lansing agrees to enter into a purchase agreement with the Developer, attached as EXHIBIT D, for the sale of the Valley Court parcel (the “Valley Ct. parcel”) as described in the said purchase agreement for a price of Twelve Thousand (\$12,000) dollars.
- b) **Board of Water & Light Property.** The City of East Lansing agrees to enter into a purchase agreement with the Developer, shown as EXHIBIT E, for the Board of Water & Light property (the “BW&L property”) located along Hillside Avenue and legally defined as referenced in the said purchase agreement for a price of One Hundred Fifteen Thousand (\$115,000) dollars, plus reimbursement of decommissioning expenses totaling Ninety Five Thousand (\$95,000) dollars, plus actual costs to the City of a Phase I and, if required, Phase II Environmental Site Assessment and Baseline Environmental Assessment.
- c) **Vacated Right-of-Way.** The City of East Lansing agrees to commence proceedings for the vacation of the public right-of-way as legally defined in EXHIBIT B – Parcel A and as required by Public Act 283 of 1967, as amended, and to convey to Developer that portion of the vacated Right-of-Way which vests in the City as hereinafter provided together with Parcel B at the above determined price.

3) INFRASTRUCTURE IMPROVEMENTS

- a) **Engineering/Design and As-Built Plans.** All engineering, drawings, and design for the sewer, water, and road improvements described herein shall be the sole responsibility of

the Developer. All sewer, water, and road improvements shall be constructed in conformance with the City's engineering and design requirements. The Developer shall supply the City with as-built plans of the completed public sanitary sewer lines, storm sewer lines, water main lines and roadways. A CD with an AutoCAD (Version 2000) copy of these plans shall also be included. All effort and costs associated with the construction record keeping, gathering of information and production necessary to complete the as-built plans meeting City approval shall be the sole responsibility of the Developer.

b) Developer's Agreement to Install Improvements. The Developer shall construct or relocate and remove or abandon, as necessary, all on-site and off-site sanitary sewers, water mains, storm drainage, public utilities, cable and telecommunications facilities under permit or franchise issued by the City, and roadway improvements necessary for the project as described herein and as included on the final approved site plan for this project. The Developer shall submit a written estimate of the costs of said construction to the City for approval. The Developer shall be responsible for obtaining and paying the cost of all construction permits for the public improvements from the Michigan Department of Community Health, the Michigan Department of Environmental Quality, and the Michigan Department of Transportation. Prior to commencement of construction of the public improvements, the Developer shall provide to the City a performance bond or irrevocable letter of credit guaranteeing completion of all public improvements to be undertaken by the Developer. Upon completion, all such improvements and appropriated easements shall be dedicated to the City.

c) **Sanitary Sewers.** The existing sanitary sewers in Valley Court west of Delta Street (12-inch and 18-inch) and the existing sanitary sewers running south through the Hillside Court right-of-way and across to the south side of Grand River Avenue (12-inch, 18-inch and 8-inch) shall be consolidated into a single pipe crossing the proposed development site. All existing and proposed public sanitary sewer constructed outside of existing or proposed public right-of-way shall be within a twenty foot public sanitary sewer easement and located no closer than ten feet from any structure or significant surface/landscape feature. The consolidation and construction of the public sanitary sewers shall be accomplished generally as follows:

- i) The 12-inch and 18-inch pipe shall be combined in a new manhole immediately west of Delta Street and shall run in a westerly direction within the Valley Court right-of-way to a manhole where the sewer will turn south to connect to the existing sanitary in Grand River Avenue. The 8 inch line that parallels the above sewers to the south shall be abandoned or removed.
- ii) The 8 inch line running south along Hillside Court must be connected into the above manhole and a single sanitary sewer line shall run in a southerly direction and cross the site in the shortest manner possible. This new single sanitary sewer line shall extend to the south side of Grand River Avenue and connect to the manhole containing the 24-inch by 30-inch sanitary outlet pipe.
- iii) All existing sanitary sewer lines that are no longer required to provide service as a result of the above consolidation shall be removed or abandoned by the Developer according to City specifications.

- iv) The proposed sanitary sewer lines required to service the leads for the proposed development shall be a minimum of 8 inches in size and shall be aligned to run down the driving aisles or parking areas of the proposed parking lot to the extent possible.
 - v) Material testing for all pipe and structure backfill, road base, concrete work and bituminous pavement shall be in accordance with Michigan Department of Transportation (MDOT) and City of East Lansing standards.
- d) Water Mains.** The water main lines to service the proposed development shall be a minimum of 6 inches in diameter and shall be designed to limit the number of bends to the extent possible. The final alignment and connections points to the existing system shall be determined by the Engineering Department during the detailed plan review process. All existing and proposed public water main constructed outside of existing or proposed public right-of-way shall be within a twenty foot public water main easement and located no closer than ten feet from any structure, sanitary sewer mains, or significant surface/landscape feature. The construction of the public water main shall be accomplished generally as follows:
- i) The proposed water main shall be connected at a point along Delta Street and run within the Valley Court and Hillside Court right-of-way. When design considerations dictate that the water main extend outside of the public right-of-way, the water main shall be aligned to run down the driving aisles or parking areas of the proposed parking lot to the extent possible.
 - ii) The proposed water main on Hillside Court shall be connected to the existing 6-inch water main on Hillcrest Avenue by means of a loop running in an east/west direction on the north side of the northern most building.

- iii) All existing water main lines that are removed from service as a result of the proposed project shall be removed or abandoned by the Developer according to City specifications.
- iv) Material testing for all pipe, valve and hydrant backfill, road base, concrete work and bituminous pavement shall be in accordance with Michigan Department of Transportation (MDOT) and City of East Lansing standards.
- e) **Roadway Improvements.** Valley Court shall be reconstructed from the intersection with Delta Street through the intersection with Hillside Court. Hillside Court shall be reconstructed from the intersection with Valley Court to the northern most end of the proposed project. Both streets shall be reconstructed to current City standards with the final alignment to be determined by the Engineering Department during the detailed plan review process. The reconstruction shall, at a minimum, include total curb and gutter replacement, sidewalk replacement, storm sewer replacement, utility structure adjustments, utility casting replacements, and bituminous pavement replacement. Depending on design considerations and soil conditions, the project may also include sub-grade undercutting, aggregate base replacement, sand sub-base replacement and edge drain installation. Valley Court shall be reconstructed with a minimum of 19 perpendicular parking spaces.
- f) **Easements.** The Developer shall obtain and dedicate to the City public utility easements, a minimum of twenty feet in width, for all public sanitary sewers, storm sewers and water mains to be constructed and/or relocated outside of existing or proposed City right-of-way. All effort and costs associated with the production and recording of

the utility easements meeting with City approval shall be the sole responsibility of the Developer.

- g) Tap Fees and Connection Fees.** The City shall charge the standard fees for each water main and sanitary sewer connection made on the project in accordance with City Code. Water main tap fees shall be based on the actual size of the service and meter installed.

4) TIMING

- a) Project Sequence.** The City and the Developer agree that they will complete each of the following activities in an expeditious manner and that each activity will not take place until all of the previous activities have been completed:

- i) The Developer obtains all of the necessary site plan approvals, zoning variances, and/or special use permits, inclusive of historic district commission approval and traffic analysis; as well as approval of the Brownfield Plan Amendment #4.
- ii) The execution of the purchase agreement between the City of East Lansing and the Lansing Board of Water & Light for the sale and transfer of the BW&L property and the related decommissioning of the facility located on the BW&L property .
- iii) The Developer provides proof satisfactory to the City of adequate financing to complete the Project. Adequate financing includes a loan commitment from a qualified financial institution and/or private investors that demonstrates the availability of \$7,000,000 to complete the Project.
- iv) The execution by the City and Developer of the necessary purchase agreements for the sale and transfer of the Valley Ct. parcel (including the vacated Rights of Way) and the BW&L property.

- v) After the City completes its preliminary environmental due diligence, the City submits payment to the Lansing Board of Water & Light in the amount of \$90,000 to commence decommissioning of the facility located on the BW&L property.
 - vi) City commences the process to vacate the Valley Court and Hillside right-of-way.
 - vii) The Developer obtains all of the necessary building permits for the Mixed Use Building.
 - viii) City completes vacation of the Valley Court and Hillside Court right-of-way.
 - ix) The City and Developer close on their purchase agreement for the Valley Ct. parcel (including the vacated Rights of Way) according to the terms of sale as detailed in EXHIBIT D.
 - x) Developer commences construction of the Mixed Use Building.
 - xi) Upon completion of its environmental due diligence to the satisfaction of the City, the City closes on its purchase agreement with the Lansing BW&L for the BW&L property. The City and Developer close on their purchase agreements for the BW&L property the same day the City acquires the BW&L property. Specific terms of the sale are detailed in EXHIBIT E. The Developer will, at closing, also reimburse the City for the cost of decommissioning the BW&L Building in the amount of \$95,000, in addition to the stipulated purchase price for the property.
 - xii) The Developer completes relocation of the BW&L Building or, if deemed necessary by the City, demolishes the structure within twelve (12) months after acquiring the BW&L property from the City as further outlined in 1(a)(iii).
- b) Enforced Delay.** In the event of enforced delay in the performance by the City or the Developer of their obligations under this agreement, specifically including, but not limited to, the obligations described in paragraph 4(a) above, due to unforeseeable causes

beyond their control and without fault or negligence, including, but not restricted to, acts of God or of the public enemy; acts of the federal, state or county government; acts of the judiciary, including injunctions, temporary restraining orders and decrees; acts of the other party; strikes or labor unrest; fires; floods; unstable soils; epidemics; environmental contamination; or severe weather; the time for performance of such obligations shall be extended for the period of the enforced delays; provided, however, that the party seeking the benefit of the provisions of this section shall, within ten (10) days after the beginning of such enforced delay, have first notified the other party in writing of the causes thereof and requested an extension for the period of the enforced delay.

5) TAX INCREMENT FINANCING

- a) **Brownfield Redevelopment Authority.** The ELBRA agrees to reimburse the Developer certain eligible expenses associated with development of the Project. The eligible expenses and activities and source of funds for reimbursement are detailed in the Brownfield Plan Amendment #4 shown as EXHIBIT F and reimbursement procedures are defined in the Brownfield Reimbursement Agreement shown as EXHIBIT G.
- b) **Limitations on Tax Increment Revenue.** Nothing contained in this Agreement shall be construed to establish any liability on the part of the City or ELBRA to reimburse the Developer for any costs or expenses associated with the project, except to the extent that such costs and expenses are eligible expenses under one or more tax increment financing plans approved by the City or ELBRA. The City and ELBRA are responsible for reimbursement of eligible activities under any tax increment financing plans only to the extent that tax increment revenues are actually generated from the Project and received by the respective authority.

6) DEFAULT

- a) **Developer Performance.** In the event that the Developer fails to obtain the necessary building permits as set forth in Section 4(a)(vii) for the Mixed Use Building, then, by written notice given by the City to the Developer within three (3) months following such failure by the Developer, the City may, at its option and within its sole discretion terminate this agreement. In the event that this Agreement is terminated by the City or the Developer fails to complete the construction of the mixed use building and receive certificates of occupancy within twelve (12) months following issuance of the building permits, or fails to relocate the BW&L building from its existing location to Valley Court Park within twelve (12) months of the date of the City's closing with BW&L on the BW&L property, or fails to commence construction on the Town Homes within twenty-four (24) months from the date of the City's closing with BW&L on the BW&L property; then, by written notice given by the City to the Developer within three (3) months following such failure by the Developer, the City may, at its option and within its sole discretion, require the Developer to reconvey the BW&L property to the City and/or seek any other legal or equitable remedy to the City.
- b) **Modification or Termination.** In the event that the Developer does not obtain from the City all the requisite approvals, including, but not limited to, site plans, zoning variances, tax increment financing plans, and building permits; all the requisite purchase agreements are not executed between and by the City and Developer; and/or the City and/or Developer is unable to commence this project for unforeseen reasons, then the City and Developer may agree to modify or terminate this agreement.

7) INSURANCE AND INDEMNIFICATION.

- a) **Insurance.** The Developer shall obtain, and keep in full force and effect until the completion of the development, a single policy of builders risk insurance, effective as of the date of commencement of construction in the amount of \$7,000,000, naming as insured the Developer and the City, as their interest may appear from time to time. The Developer shall also prior to the Closing on the Purchase Agreement for the BW&L property obtain and keep in full force and effect throughout the period of construction and thereafter as required by this or a related agreement, a policy of comprehensive general public liability insurance in single implement form issued on an occurrence basis with a limit of not less than \$10 million, naming the City, ELBRA and their respective officers, agents and employees as additional named insureds. The City and ELBRA shall each be provided with a certificate of such insurance prior to the Developer commencing any activities on the development site, which certificate shall provide that the certificate holder shall receive thirty (30) days prior written notice of cancellation, non-renewal, or a material change of such insurance coverage. A breach of this requirement shall be deemed a material breach of this Agreement and entitle the City to terminate this Agreement and demand reconveyance of all property conveyed to Developer hereunder.
- b) **General Indemnification.** To the extent, and only to the extent, not covered by the proceeds from the insurance policies required to be carried hereunder or under any other agreements between the parties hereto, the City, the Authority and the Developer each agree that they shall indemnify and hold harmless the other against and from any loss, damage, claim of damage, liability or expense to or for any person or property, whether based on contract, tort, negligence or otherwise, arising directly or indirectly out of or in connection with their respective acts or omissions in conjunction with the performance of

this Agreement by the party so indemnifying, its agents, servants, employees or contractors; provided, however, that nothing herein shall be construed to require either party to indemnify the other against such party's own acts, omissions or neglect.

- 8) ENTIRE AGREEMENT.** This Agreement, the exhibits attached hereto, if any, and the instruments which are to be executed in accordance with the requirements hereof set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between the City, ELBRA, the DDA , and the Developer concerning the Development as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between them other than as set forth herein.
- 9) RELATIONSHIP OF THE PARTIES.** The relationship of the City, ELBRA and the Developer shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the City and the Developer, nor shall any party or their agent be deemed to be the agent or employee of any other party to this Agreement.
- 10) MODIFICATION.** This Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by the City, the Authority, and the Developer.
- 11) MICHIGAN LAW TO CONTROL.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan law.
- 12) DUE AUTHORIZATION.** The City and the Developer each warrant and represent to the others that this Agreement and the terms and condition thereof have been duly authorized and

approved by, in the case of the City, its City Council and all other governmental agencies whose approval may be required as a precaution to the effectiveness hereof, in the case of the Authority by its members and all other applicable governmental agencies, and as to the Developer, by the members thereof, and that the persons who have executed this Agreement below have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.

13) ASSIGNMENT. It is contemplated that the Developer may assign all or a portion of its rights and duties hereunder to one or more entities of which an affiliate of the Developer shall own not less than a ten percent (10%) interest.

14) NO PERSONAL LIABILITY. The obligations hereunder of the City, the Authority, and the Developer shall constitute solely the obligations of the respective entities to be satisfied solely from their respective assets, and no officer, agent, employee or partner of any of said entities shall have any personal obligation responsibility or liability for the performance of the terms of this Agreement.

15) CIVIL RIGHTS. The Developer and its contractors and subcontractors shall not discriminate against employee or applicant for employment with respect to hire, tenure, terms and conditions or privileges of employment, including any benefit plan or system or matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disability, sexual orientation, student status, or the use by an individual of adapted devices or aids, or in any other manner prohibited by the provisions of the East Lansing Civil Rights Code, being Article II, Chapter 2 of the East

Lansing City Code, which provisions are incorporated herein by reference. A breach of this covenant shall be regarded as a material breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

WITNESSES:

CITY OF EAST LANSING

By _____

By _____
Mark S. Meadows, Mayor

By _____

By _____
Sharon A. Reid, City Clerk

EAST LANSING BROWNFIELD AUTHORITY

By _____

By _____
Harry Saites, Vice Chairperson

HOLIDAY TOWNHOUSE, LLC

By _____

By _____
Jerome Abood, its Authorized Member

Approved as to Form:

Dennis E. McGinty, City Attorney

LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
EXHIBIT A1	Legal Description of Developer Lots
EXHIBIT A2	Legal Description of Development Site
EXHIBIT B	Legal Descriptions of Parcels A & B
EXHIBIT C	Findings of Fact & Conclusions
EXHIBIT D	Purchase Agreement for Valley Court Parcel
EXHIBIT E	Purchase Agreement for Board of Water & Light Property
EXHIBIT F	Brownfield Plan
EXHIBIT G	Brownfield Reimbursement Agreement

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