



Agenda

Board of Directors

Remote Virtual Meeting

Friday, November 13, 2020

Following CAA Finance Committee Meeting

- | | | |
|-----|--|-------------------|
| 1. | Call to Order | Steve Heacock |
| 2. | Minutes of October 2, 2020 | Action |
| 3. | Committee Reports | |
| | A. Operations Committee | |
| | i. Experience Grand Rapids Report | Mary Manier |
| | B. Finance Committee | |
| | i. Consolidated Financial Statement for Period Ending September 30, 2020 | Action |
| | ii. September 30, 2020 Financial Statements – DeVos Place® and Van Andel Arena® - SMG, a Division of ASM Global | Information |
| | iii. Auto Parking System Periodic Reporting | Information |
| 4. | Resolution Approving and Authorizing the Execution of a Memorandum of Understanding Related to the Relocation of a Portion of the Market Avenue Sanitary Trunk Sewer | Action |
| 5. | Resolution Approving and Authorizing the Execution of a Grant Agreement with Kent County Related to the Receipt of Grant Funds Under the Cares Act | Action |
| 6. | Resolution Relating to Gillett Bridge Ownership and Easement | Action |
| 7. | Update from SMG, a Division of ASM Global | |
| | i. New CAA Logos | Hilarie Carpenter |
| 8. | Public Comment | |
| 9. | Board Member Comments | |
| 10. | Adjournment | |

Next Meeting Date: Friday, December 4, 2020
Joint Board and Committee Meeting

**MINUTES OF THE GRAND RAPIDS-KENT COUNTY
CONVENTION/ARENA AUTHORITY
MEETING OF BOARD OF DIRECTORS
REMOTE VIRTUAL MEETING
Friday, October 2, 2020**

Attendance

Members Present: Steve Heacock, Chairperson
Rosalynn Bliss
Lew Chamberlin
Birgit Klohs
Charlie Secchia
Floyd Wilson, Jr.
Richard Winn

Members Absent: None

Staff/Others:	Joe Agostinelli	Downtown Grand Rapids, Inc.
	Andy Balaskovitz	<i>MiBIZ</i>
	Kathy Bart	ASM Global
	Wayman Britt	Kent County
	Hilarie Carpenter	ASM Global
	Scott Gorsline	Grand Rapids Griffins
	Tim Gortsema	Grand Rapids Griffins
	Jen Henkel	ASM Global
	Todd Johnson	ASM Global
	Jennifer Kasper	City of Grand Rapids
	Andy Kursch	ASM Global
	Chris Machuta	ASM Global
	Rich MacKeigan	ASM Global
	Mary Manier	Experience Grand Rapids
	Cheri McConomy	CAA
	Brian McVicar	<i>The Grand Rapids Press/MLive</i>
	Jackie Morse	ASM Global
	Hannah Piggott	ASM Global
	Torrance Richardson	Gerald R. Ford International Airport
	Doug Small	Experience Grand Rapids
	Brett Smith	Bluewater Technologies
	Emilee Syrewicz	Opera Grand Rapids
	Eddie Tadlock	ASM Global
	Aaron Terpstra	City of Grand Rapids
	Brad Thomas	Progressive AE
	Mary Tuuk	Grand Rapids Symphony
	John Van Houten	Progressive AE
	Susan Waddell	CAA
	Mark Washington	City of Grand Rapids
	Richard Wendt	Dickinson Wright
	Robert White	CAA
	Robert Wilberding	Bluewater Technologies
	Jessica Wood	Dickinson Wright
	Paul Ymker	Bluewater Technologies

1. Call to Order

Steve Heacock, chairperson, called the remote virtual meeting to order at 9:00 a.m. Secretary/Treasurer, Richard Winn, recorded the meeting minutes. Chair Heacock stated that an action item, regarding the Proof of Concept Task Force report, has been added to the agenda.

2. Minutes of Prior Meeting

Motion by Ms. Bliss, support by Mr. Winn, to approve the August 7, 2020, Minutes. Motion carried.

3. Committee Reports

A. Operations Committee

Chair Lew Chamberlin stated that he had nothing further to add.

B. Finance Committee

i. Acceptance of August 2020 Consolidated Financial Statements

Mr. White presented the financial statement for the period ended August 31, 2020. Mr. White referred to the dashboard. There has been no activity at the facilities for the first two months of the fiscal year. For the first two months of last fiscal year, the Arena hosted five concerts, with event income of \$370,000. At DeVos Place® last year, the first two months had 69 event days and event income of \$557,000. The summary by facility shows that Arena net proceeds of (\$71,619) decreased by (290.3%) from prior year of +\$37,608. DeVos Place® net proceeds of (\$500,160) decreased by (22.7%) from prior year net proceeds of (\$407,589). Total net operating proceeds for the month of August totaled (\$456,513) compared with prior year of (\$331,461), a negative change of only (37.7%) even though the facilities have been closed since March. Much of the loss was offset by reductions in operating expenses. Although the facilities are closed, the operating deficit has not increased significantly to date. Unless something unexpected occurs, a downward trend is expected through the balance of the fiscal year. Chair Winn commended ASM staff on reducing operating expenses and expressed optimism now that restrictions have been relaxed somewhat.

Motion by Mr. Winn, support by Ms. Klohs, to accept the August 2020 Consolidated Financial Statements. Motion carried.

ii. ASM August 2020 DeVos Place® and Van Andel Arena® Financial Statements

The SMG financial statements were included in the agenda packet as information items.

4. Resolution Authorizing the Executive Director to Proceed with Efforts to Determine Whether There is an Appropriate Site for the Location of An Amphitheater and Other Matters Related Thereto

BOARDMEMBER Chamberlin, supported by BOARDMEMBER Klohs, moved the adoption of the following resolution:

***WHEREAS**, the CAA created the Proof of Concept Task Force to gather evidence that would allow the CAA Board to consider and determine whether the amphitheater concept is feasible. (The concept of a convention hotel was also considered but due to Covid 19 has been tabled). The Task Force*

included Doug Small as Chair, Birgit Klohs, Floyd Wilson, Jr., Jill Ferris from the Finance Committee, Mark Washington from the City of Grand Rapids, Roger Morgan from Kent County Board of Commissioners, and Tim Kelly from DGRI.

***WHEREAS,** the Task Force concluded that “an amphitheater located downtown is worthy of pursuit.” The Task Force also gathered considerable information for the CAA to use in its deliberations. Next steps will be for the CAA to determine whether it can secure an appropriate site downtown for the amphitheater and once a site is identified, to determine whether the CAA should undertake the amphitheater project. Now therefore,*

NOW, THEREFORE, BE IT RESOLVED:

1. That the CAA believes that an outdoor amphitheater, if downtown and with seats for at least 10,000 patrons, would be within the CAA’s purpose and mission as it would promote tourism and convention business and preserve existing jobs and create new jobs to meet the employment demands of population growth.

2. That the Board of Directors directs the CAA Executive Director to take such actions as he deems necessary to determine and bring back for Board action an appropriate downtown site, if any, for an amphitheater.

3. That all resolutions or parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are rescinded.

RESOLUTION DECLARED ADOPTED.

5. ASM Report

Mr. MacKeigan reported that the ASM audit has been completed and the CAA audit is underway. A new financial forecast (roll) will be presented in November.

6. Public Comment

Scott Atchison of Michigan Flashcard provided materials in support of a downtown information booth.

7. Adjournment

The meeting adjourned at 9:15 a.m.

Richard A. Winn, Recording Secretary

**Grand Rapids-Kent County
Convention/Arena Authority
Consolidated Financial Report
September 30, 2020**

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**Financial Dashboard
Year-To-Date (3 Months)
September 30, 2020**

Van Andel Arena®						
	All Events			Concert		
	Prior Year	Budget	Actual	Prior Year	Budget	Actual
Events	11	-	2	8	-	-
Attendance	73,880	-	-	62,905	-	-
Event Income	\$ 668,527	\$ -	\$ 18,894	\$ 606,247	\$ -	\$ (182)
DeVos Place®						
	All Events			Convention/Trade		
	Prior Year	Budget	Actual	Prior Year	Budget	Actual
Events	115	-	-	45	-	-
Attendance	56,909	-	-	31,620	-	-
Event Income	\$ 1,037,152	\$ -	\$ (3,226)	\$ 552,771	\$ -	\$ -
				Prior Year	Budget	Actual
Operating Income (Loss)				\$ (437,821)	\$ (1,445,499)	\$ (886,093)
Capital/Repair/Replacement				(1,153,690)	(791,761)	(777,658)
Net - To/(From) on Fund Balance				\$ (1,591,511)	\$ (2,237,260)	\$ (1,663,751)

*NOTES: (1):

Unrestricted Fund Balance (unaudited) @ June 30, 2020 \$21.6M

Grand Rapids-Kent County Convention/Arena Authority
Summary by Facility/Other
Fiscal Year Ending June 30, 2021

	FY 2021				FY 2020
	7/1 - 9/30				
	Year-to-Date	Roll	Estimate⁽¹⁾	Budget	Prior Year
Van Andel Arena					
Operating - Revenues	\$ 472,227	\$ 451,405	\$ 923,632	\$ 855,248	\$ 5,832,637
- Expenses - Facilities	(512,536)	(2,359,919)	(2,872,455)	(3,161,016)	(3,947,676)
- Base Management Fees	(45,085)	(135,255)	(180,340)	(182,848)	(179,263)
- Incentive Fee	-	-	-	-	-
Net Operating Income (Loss)	(85,394)	(2,043,769)	(2,129,163)	(2,488,616)	1,705,698
Parking	36,975	154,243	191,218	234,000	314,418
Pedestrian Safety	-	(13,700)	(13,700)	(13,700)	(82,159)
Net Proceeds (Cost) of VAA	(48,419)	(1,903,226)	(1,951,645)	(2,268,316)	1,937,957
DeVos Place Convention Center					
Operating - Revenues	20,084	719,393	739,477	975,759	4,966,722
- Expenses - Facilities	(845,316)	(3,449,323)	(4,294,639)	(4,606,032)	(6,340,580)
- Base Management Fees	(45,085)	(135,255)	(180,340)	(182,848)	(179,263)
- Incentive Fee	-	-	-	-	-
Net Operating Income (Loss)	(870,317)	(2,865,185)	(3,735,502)	(3,813,121)	(1,553,121)
Parking	150,658	244,342	395,000	395,000	907,156
Pedestrian Safety	-	(8,300)	(8,300)	(8,300)	(42,382)
Net Proceeds (Cost) of DVP	(719,659)	(2,629,143)	(3,348,802)	(3,426,421)	(688,347)
Other					
Revenues	46,158	151,864	198,022	198,022	1,015,744
Expenses	(164,173)	(995,933)	(1,160,106)	(1,160,106)	(1,606,877)
Net Other	(118,015)	(844,069)	(962,084)	(962,084)	(591,133)
Total Net Proceeds/Operating	(886,093)	(5,376,438)	(6,262,531)	(6,656,821)	658,477
Capital/Repair Expenditures	(777,658)	(3,628,666)	(4,406,324)	(4,420,427) ⁽²⁾	(3,298,781)
Results Net of Capital/Repair Expenditures	\$ (1,663,751)	\$ (9,005,104)	\$ (10,668,855)	\$ (11,077,248)	\$ (2,640,304)

Notes:

(1) Roll and year-end estimate will be next updated, on a quarterly basis, at the Board meeting of Feb. 5th.

(2) Includes budget amendment to provide for several capital project balances carried over from FY20. See June 2020 consolidated financial report for details.

Grand Rapids-Kent County Convention/Arena Authority
Budget Summary by Facility/Other
Financial Trends for the Month of September 2020

	September Monthly		
	FY 2020	FY 2021	Change Positive (Negative)
Van Andel Arena			
Operating - Revenues	\$ 493,645	\$ 177,393	(64.1)
- Expenses - Facilities ⁽¹⁾	(307,662)	(153,644)	50.1
- Base Management Fees	(14,703)	(15,207)	(3.4)
- Incentive Fee	-	-	-
Net Operating Income (Loss)	171,280	8,542	(95.0)
Parking	-	14,658	100.0
Pedestrian Safety	(4,299)	-	100.0
Net Proceeds (Cost) of VAA	166,981	23,200	(86.1)
DeVos Place Convention Center			
Operating - Revenues	485,590	18,433	(96.2)
- Expenses - Facilities ⁽¹⁾	(505,039)	(293,718)	41.8
- Base Management Fees	(14,703)	(15,207)	(3.4)
- Incentive Fee	-	-	-
Net Operating Income (Loss)	(34,152)	(290,492)	(750.6)
Parking	(26,109)	79,667	305.1
Pedestrian Safety	(545)	-	100.0
Net Proceeds (Cost) of DVP	(60,806)	(210,825)	(246.7)
Other			
Revenues	52,399	-	(100.0)
Expenses	(189,287)	(57,228)	69.8
Net Other	(136,888)	(57,228)	58.2
Total Net Proceeds/Operating	(30,713)	(244,853)	(697.3)
Capital/Repair Expenditures	(48,399)	(46,170)	4.6
Results Net of Capital Expenditures	\$ (79,112)	\$ (291,023)	(267.9)

Notes:

(1) Includes ASM line item - "Net Salaries and Benefits": Sept. 2019 (Actual) \$584K, Sept. 2020 (Budget) \$205K, and Sept. 2020 (Actual) \$210K, [a 64.1% reduction from Sept. 2019 (Actual)].

Grand Rapids-Kent County Convention/Arena Authority
Administrative - Operating / Capital Replacement Budget
FY 2021 Budget

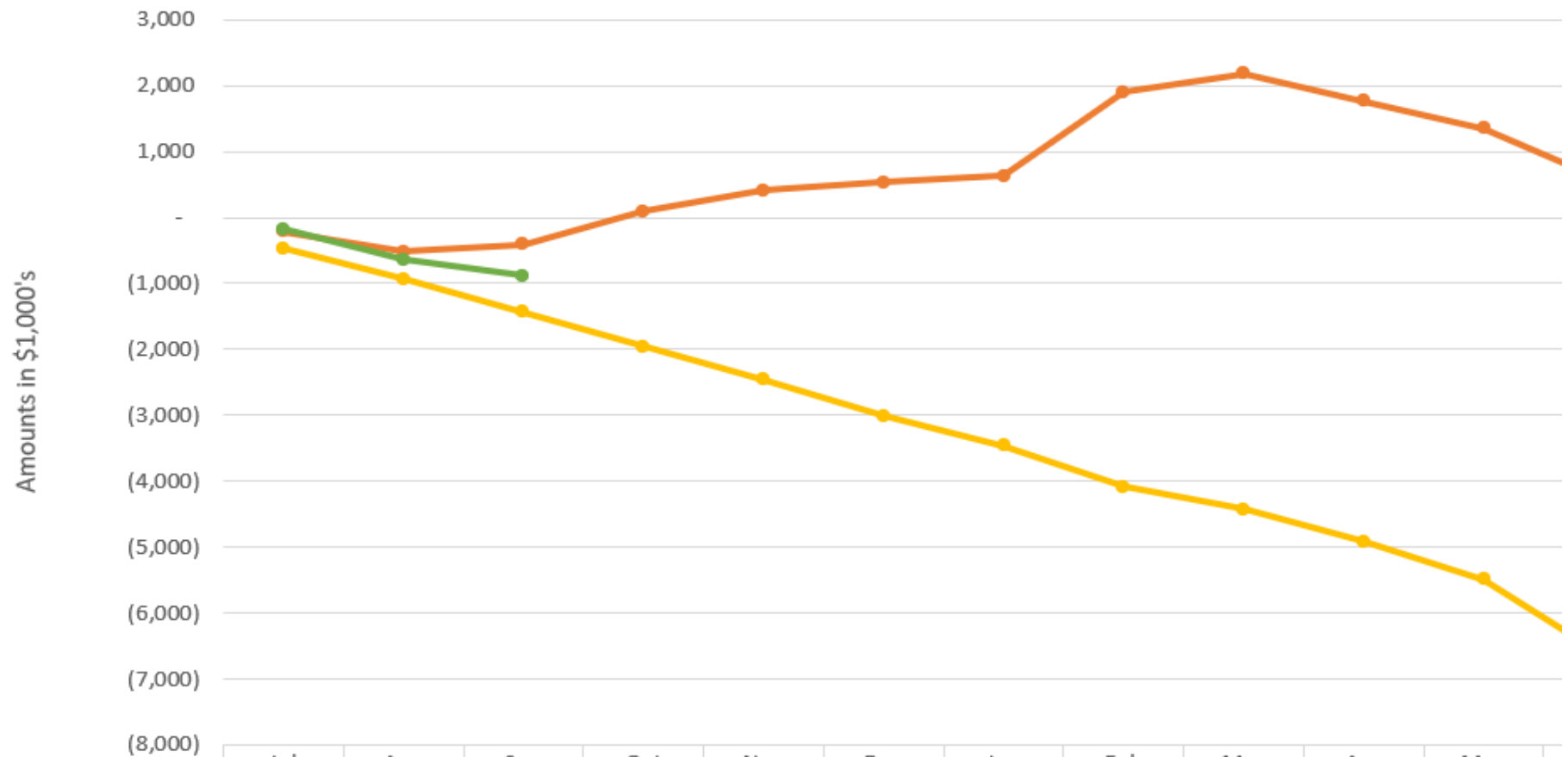
FY 2021 Eligible Projects:		Budget	Actual 7/1-9/30	Roll	Full-Year Estimate
Van Andel Arena®					
	Upper Bowl Seating	\$ 750,000	-	\$ 745,897	\$ 745,897
Total VAA		750,000	-	745,897	745,897
DeVos Place®					
	Building Management Software-HVAC	150,000	-	150,000	150,000
	Exterior Welsh Granite & Steps	300,000	43,023	256,977	300,000
	Fly Rail System	1,450,000	385,502	1,064,498	1,450,000
Total DVP		1,900,000	428,525	1,471,475	1,900,000
Both Venues					
	Box Office Speakers	60,000	-	50,000	50,000
Carryover (FY20) Projects					
DVP	Projection Theater Updates	200,000	-	200,000	200,000
DVP	Fly Rail System	114,604	114,604	-	114,604
DVP	Additional Furniture	33,000	-	33,000	33,000
DVP	Carpet: Keeler Lobby/Performance Hall	323,619	186,051	137,568	323,619
DVP	Airwall Fabric Replacement	42,015	42,015	-	42,015
DVP	OSHA Safety Changes	7,381	-	7,381	7,381
DVP	Lyon Street Landscaping	400,000	-	400,000	400,000
DVP	New Soft Start for Chiller	39,885	-	39,885	39,885
VAA	Suite Refresher	372,803	1,463	371,340	372,803
VAA	Security Upgrades	25,135	5,000	20,135	25,135
BOTH	Elevator Modernization	10,985	-	10,985	10,985
BOTH	New Computers	4,000	-	4,000	4,000
BOTH	New Phone System	137,000	-	137,000	137,000
Total Carryover		1,710,427	349,133	1,361,294	1,710,427
Total Unrestricted Accounts		4,420,427	777,658	3,628,666	4,406,324
Amphitheater - State Grant (Restricted Account)		4,739,485	-	4,739,485	4,739,485
COVID-19 County Grant (Restricted Account)		1,985,817	-	1,985,817	1,985,817
Total FY 2021 Capital Budget		\$ 11,145,729	\$ 777,658	\$ 10,353,968	\$ 11,131,626

Grand Rapids-Kent County Convention/Arena Authority
Budget Summary by Facility/Other
Financial Trends for Year Ending June 30, 2021

	Annual			Year-To-Date		
	FY 2020 Final	FY 2021 Budget	Change Positive (Negative)	FY 2020 7/1-9/30	FY 2021 7/1 - 9/30	Change Positive (Negative)
Van Andel Arena						
Operating - Revenues	\$ 5,832,637	\$ 855,248	(85.3)	\$ 1,221,098	\$ 472,227	(61.3)
- Expenses - Facilities	(3,947,676)	(3,161,016)	19.9	(1,044,808)	(512,536)	50.9
- Base Management Fees	(179,263)	(182,848)	(2.0)	(44,110)	(45,085)	(2.2)
- Incentive Fee	-	-	-	-	-	-
Net Operating Income (Loss)	1,705,698	(2,488,616)	(245.9)	132,180	(85,394)	(164.6)
Parking	314,418	234,000	(25.6)	79,549	36,975	(53.5)
Pedestrian Safety	(82,159)	(13,700)	83.3	(7,108)	-	100.0
Net Proceeds (Cost) of VAA	1,937,957	(2,268,316)	(216.5)	204,621	(48,419)	123.7
DeVos Place Convention Center						
Operating - Revenues	4,966,722	975,759	(80.4)	1,051,877	20,084	(98.1)
- Expenses - Facilities	(6,340,580)	(4,606,032)	27.4	(1,646,810)	(845,316)	48.7
- Base Management Fees	(179,263)	(182,848)	2.0	(44,110)	(45,085)	(2.2)
- Incentive Fee	-	-	-	-	-	-
Net Operating Income (Loss)	(1,553,121)	(3,813,121)	(145.5)	(639,043)	(870,317)	(36.2)
Parking	907,156	395,000	(56.5)	171,916	150,658	(12.4)
Pedestrian Safety	(42,382)	(8,300)	80.4	(1,266)	-	100.0
Net Proceeds (Cost) of DVP	(688,347)	(3,426,421)	(497.8)	(468,393)	(719,659)	(53.6)
Other						
Revenues	1,015,744	198,022	(80.5)	162,331	46,158	(71.6)
Expenses	(1,606,877)	(1,160,106)	27.8	(336,379)	(164,173)	51.2
Net Other	(591,133)	(962,084)	(62.8)	(174,048)	(118,015)	32.2
Total Net Proceeds/Operating	658,477	(6,656,821)	(1,010.9)	(437,820)	(886,093)	(102.4)
Capital/Repair Expenditures	(3,298,781)	(4,420,427)	(34.0)	(1,153,690)	(777,658)	32.6
Results Net of Capital Expenditures	\$ (2,640,304)	\$ (11,077,248)	(319.5)	\$ (1,591,510)	\$ (1,663,751)	(4.5)

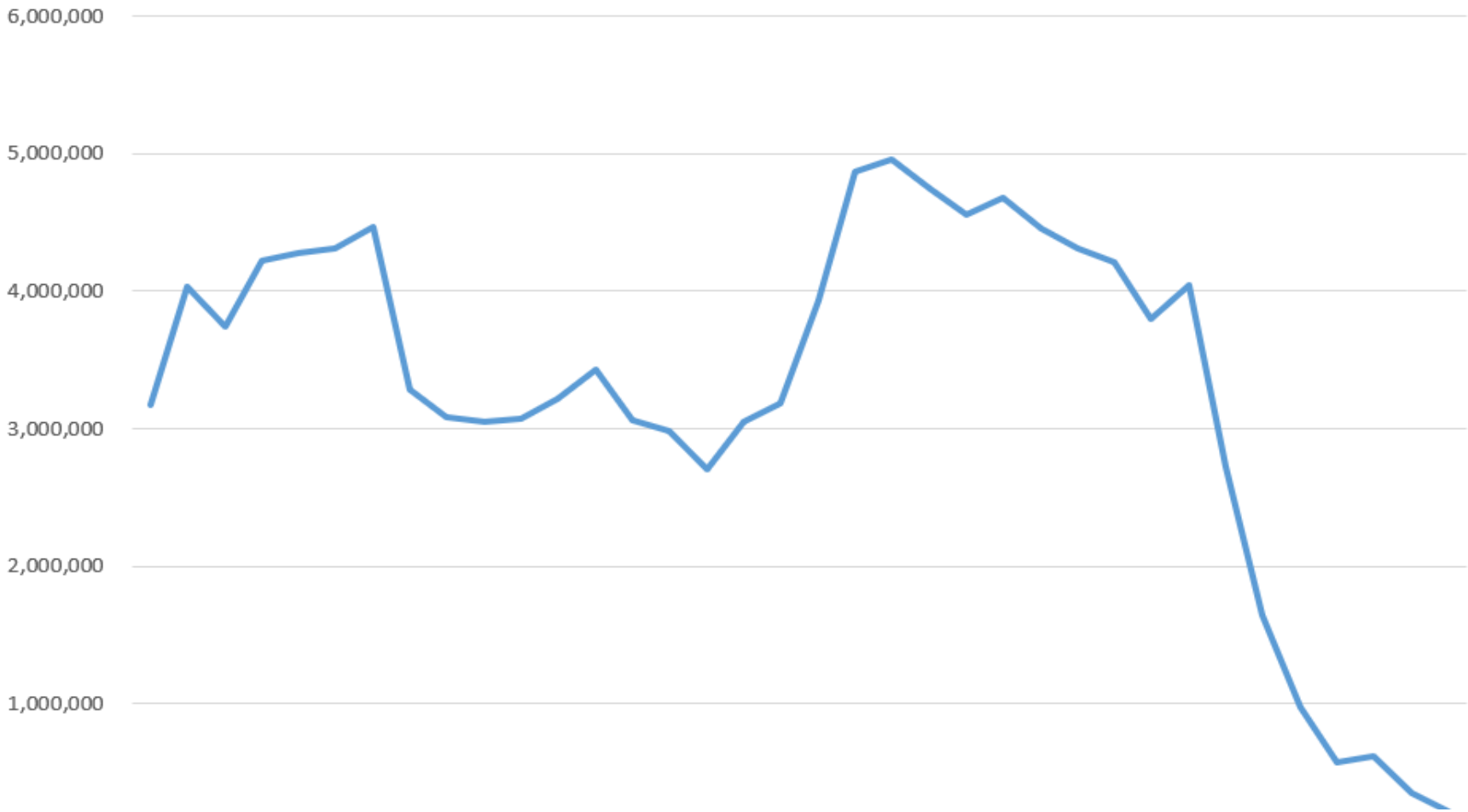
CAA Trends

Monthly Net Operating Proceeds through September 30, 2020



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
FY20 Actual	(218)	(515)	(406)	95	414	530	632	1,904	2,179	1,765	1,350
FY21 Budget	(463)	(933)	(1,436)	(1,961)	(2,459)	(3,012)	(3,460)	(4,085)	(4,430)	(4,912)	(5,492)
FY21 Actual	(174)	(635)	(886)								

Lagging 12 Months Net Operating Proceeds



Significant Notes

Van Andel Arena®

- Page 1 - Zero concerts generated \$0.00 in event revenue, a decrease of (100.0%) from prior year (8 concerts) of \$606,247.
- Page 5 - Net proceeds of (\$48,419) decreased by (123.7%) from prior year of \$204,621.

DeVos Place®

- Page 1 - Convention/trade show business generated \$0.00 in event revenue, a decrease of (100.0%) from prior year (attendance decreased from 31,620 to zero) of \$552,771.
- Page 5 - Net "proceeds" of (\$719,659) decreased by (53.6%) from prior year Net Proceeds of (\$468,393).

Grand Rapids-Kent County Convention/Arena Authority
Administrative Accounts
Net Other Detail
September 30, 2020

	Annual			Actual		
	FY 2020 Final	FY 2021 Budget	Change Positive (Negative)	FY 2020 7/1-9/30	FY 2021 7/1-9/30	Change Positive (Negative)
Other						
Revenues						
Interest/Capital Contr.	\$ 597,468	\$ 190,000	(68.2)	\$ 162,331	\$ 46,158	(71.6)
Miscellaneous	68,069	8,022	(88.2)	-	-	-
	<u>665,537</u>	<u>198,022</u>	<u>(70.2)</u>	<u>162,331</u>	<u>46,158</u>	<u>(71.6)</u>
Expenses						
COVID-19 Preparedness Plan	-	300,000	(100.0)	-	-	-
Marketing (CVB/Sports)	200,000	200,000	-	-	-	-
Diversity Initiative	140,468	100,000	28.8	84,531	-	100.0
Wages/Benefits	150,493	141,106	6.2	30,525	24,948	18.3
Professional Services	73,246	85,000	(16.0)	1,484	3,402	(129.2)
DID Assessment	65,284	33,000	49.5	43,569	-	100.0
Food & Beverage Repairs	-	40,000	(100.0)	-	-	-
Consulting Services	547,584	200,000 ⁽¹⁾	63.5	160,346	108,962	32.0
Landscaping	27,827	25,000	10.2	-	-	-
Procurement of Art	2,105	-	100.0	2,105	-	100.0
Insurance	17,429	26,000	(49.2)	12,065	24,445	(102.6)
Supplies/Other	25,791	10,000	61.2	1,754	2,416	(37.7)
	<u>1,250,227</u>	<u>1,160,106</u>	<u>7.2</u>	<u>336,379</u>	<u>164,173</u>	<u>51.2</u>
Net Proceeds - Operating	<u>\$ (584,690)</u>	<u>\$ (962,084)</u>	<u>(64.5)</u>	<u>\$ (174,048)</u>	<u>\$ (118,015)</u>	<u>32.2</u>

Notes:

⁽¹⁾ SMG-\$55,159 and \$144,891 proof of concept and general engineering.

Grand Rapids-Kent County Convention/Arena Authority
Special Accounts
Amphitheater Project
Revenues/Expenses
4/4/19 to 9/30/20

	FY 2020	FY 2021	
	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>
Revenues:			
State of Michigan Grant	\$ 350,207	\$ 4,893,061	\$ -
Expenses:			
	<u>(350,207)</u>	<u>(4,739,485)</u>	<u>-</u>
Net Balance	<u><u>\$ -</u></u>	<u><u>\$ 153,576</u></u>	<u><u>\$ -</u></u>

NOTES:

- MEDC Grant - West Michigan Amphitheater - \$5M
- Grant Period: 1/1/19- 1/31/21
- Grant Activities: "Park/Playground Improvements"
- Interest credited to the operating account

Grand Rapids-Kent County Convention/Arena Authority
Special Accounts
Federal CARES Allotment (County)
Grant Period: 10/8/20 to 12/30/20
Revenues/Expenses
30-Sep-20

	<u>Budget</u>	<u>Actual</u>
Revenues:		
County Grant	\$ 1,985,817	\$ -
Expenses:		
	<u>(1,985,817)</u>	<u>-</u>
Net Balance	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

DEVOS PLACE

DE VOS PLACE

FINANCIAL STATEMENT FOR THE MONTH ENDED SEPTEMBER 30, 2020

Distribution:

Grand Rapids – KentCounty Convention / Arena Authority
Robert White
Harry Cann
Hope Parkin
Howard Feldman
Richard MacKeigan
Chris Machuta




DE VOS PLACE
ROLLING FORECAST
FISCAL YEAR ENDING JUNE 30, 2021

	YTD Actual	Roll	TOTAL FYE	BUDGET FYE	VARIANCE
NO. EVENTS	-	-	0	0	-
ATTENDANCE	0	-	0	0	-
DIRECT EVENT INCOME	2,200	441,254	443,454	520,660	(77,206)
ANCILLARY INCOME	(5,426)	213,306	207,880	369,479	(161,599)
OTHER EVENT INCOME	0	15,333	15,333	37,620	(22,287)
TOTAL EVENT REVENUE	(3,226)	669,893	666,667	927,759	(261,092)
TOTAL OTHER REVENUE	23,310	49,500	72,810	48,000	24,810
TOTAL OPERATING REVENUE	20,084	719,393	739,477	975,759	(236,282)
INDIRECT EXPENSES					
EXECUTIVE	21,334	139,954	161,288	171,288	10,000
FINANCE	40,832	151,643	192,475	202,475	10,000
MARKETING	21,446	98,301	119,747	125,940	6,193
OPERATIONS	151,207	487,894	639,101	659,101	20,000
EVENT SERVICES	191,577	1,163,677	1,355,254	1,378,098	22,844
BOX OFFICE	29,774	60,514	90,288	90,288	-
SALES	72,704	310,248	382,952	405,660	22,708
OVERHEAD	361,527	1,172,347	1,533,874	1,756,030	222,156
TOTAL OPERATING EXP.	890,401	3,584,578	4,474,979	4,788,880	313,901
NET REVENUE ABOVE EXPENSES	(870,317)	(2,865,185)	(3,735,502)	(3,813,121)	77,619
INCENTIVE FEE		-	0	0	-
NET OPERATING REVENUE OVER OPERATING EXPENSES	(870,317)	(2,865,185)	(3,735,502)	(3,813,121)	77,619

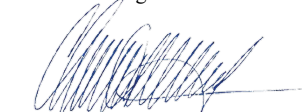
Comments:

DeVos Place concludes the first quarter of the fiscal year with minimal activity. The forecast for the balance of the fiscal year includes currently booked events at 25% of total revenue under normal business. The decrease in expected revenue from original budget is offset by lower than expected expenses.

DocuSigned by:



General Manager



Assistant General Manager

DE VOS PLACE
FINANCIAL STATEMENT HIGHLIGHTS
FISCAL YEAR ENDING JUNE 30, 2021

The following schedule summarizes operating results for both the current month and Year to Date as compared to budget and prior year:

MONTH	September Actual	September Budget	September FY 2020
Number of Events			45
Attendance			21,614
Direct Event Income	\$0	\$0	\$218,506
Ancillary Income	(1,865)	0	252,667
Other Event Income	0	0	9,079
Other Operating Income	20,298	4,000	5,338
Indirect Expenses	(308,925)	(340,923)	(519,742)
Net Income	(\$290,492)	(\$336,923)	(\$34,152)

YTD	YTD 2021 Actual	YTD 2021 Budget	YTD 2020 Prior Year
Number of Events			115
Attendance			56,909
Direct Event Income	\$2,200	\$0	\$471,998
Ancillary Income	(5,426)	0	496,851
Other Event Income	0	0	68,303
Other Operating Income	23,310	8,000	14,724
Indirect Expenses	(890,401)	(1,022,769)	(1,690,920)
Net Income	(\$870,317)	(\$1,014,769)	(\$639,043)

EVENT INCOME

No events were hosted during the month.

ANCILLARY INCOME

No events were hosted during the month.

INDIRECT EXPENSES

Indirect expenses came in ahead of budget.

DeVos Place
Income Statement
For the Three Months Ended September 30, 2020

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
Event Income								
Direct Event Income								
Rental Income	\$0	\$0	\$ -	\$288,266	\$2,200	\$0	\$ 2,200	\$595,335
Service Revenue	0	-	-	303,748	0	-	-	607,846
Service Expenses	0	-	-	(373,508)	0	-	-	(731,183)
Total Direct Event Income	0	0	0	218,506	2,200	0	2,200	471,998
Ancillary Income								
F&B Concession	0	-	-	11,058	0	-	-	24,678
F&B Catering	0	-	-	104,497	0	-	-	188,222
Novelty Sales	0	-	-	0	0	-	-	9,582
Booth Cleaning	0	-	-	16,021	0	-	-	51,862
Telephone/Long Distance	0	-	-	0	0	-	-	0
Electrical Services	0	-	-	36,442	0	-	-	74,256
Audio Visual	0	-	-	43,198	0	-	-	81,087
Internet Services	(1,865)	-	(1,865)	17,892	(5,426)	-	(5,426)	29,650
Equipment Rental	0	-	-	23,559	0	-	-	37,514
Total Ancillary Income	(1,865)	0	(1,865)	252,667	(5,426)	0	(5,426)	496,851
Other Event Income								
Ticket Rebates(Per Event)	-	-	-	9,079	-	-	-	68,303
Total Other Event Income	0	0	0	9,079	0	0	0	68,303
Total Event Income	(1,865)	0	(1,865)	480,252	(3,226)	0	(3,226)	1,037,152
Other Operating Income								
Luxury Box Agreements	775	0	775	942	2,325	0	2,325	2,825
Other Income	19,523	4,000	15,523	4,396	20,985	8,000	12,985	11,899
Total Other Operating Income	20,298	4,000	16,298	5,338	23,310	8,000	15,310	14,724
Adjusted Gross Income	18,433	4,000	14,433	485,590	20,084	8,000	12,084	1,051,877
Operating Expenses								
Salaries and Wages	144,419	132,530	11,889	370,349	501,808	397,590	104,218	1,086,101
Payroll Taxes and Benefits	67,667	33,786	33,881	80,080	209,584	101,358	108,226	177,437
Labor Allocations to Events	(74,921)	(38,596)	(36,325)	(240,356)	(307,780)	(115,788)	(191,992)	(596,314)
Net Salaries and Benefits	137,165	127,720	9,445	210,073	403,612	383,160	20,452	667,225
Contracted Services	2,768	0	2,768	38,246	6,445	0	6,445	119,491
General and Administrative	14,428	21,375	(6,947)	39,800	44,597	64,125	(19,528)	169,900
Operations	3,719	11,946	(8,227)	6,487	11,147	35,838	(24,691)	47,051
Repair and Maintenance	43,901	47,100	(3,199)	64,272	87,249	141,300	(54,051)	185,307
Operational Supplies	6,273	15,676	(9,403)	23,004	18,053	47,028	(28,975)	52,612
Insurance	12,639	18,969	(6,330)	18,867	37,916	56,907	(18,991)	44,244
Utilities	72,824	82,900	(10,076)	104,291	236,297	248,700	(12,403)	360,980
SMG Management Fees	15,207	15,237	(30)	14,703	45,085	45,711	(626)	44,110
Total Operating Expenses	308,925	340,923	(31,998)	519,742	890,401	1,022,769	(132,368)	1,690,920
Net Income(Loss) From Operatic	(290,492)	(336,923)	46,431	(34,152)	(870,317)	(1,014,769)	144,452	(639,043)
Other Non-Operating Expenses								
Adjusted Net Income(Loss)	(290,492)	(336,923)	46,431	(34,152)	(870,317)	(1,014,769)	144,452	(639,043)

SMG DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Year to Date Event Summary Report
For the Three Months Ended September 30, 2020

Event Type	Events/Days		Attendance		Total Event Income	
	Actual	Budget	Actual	Budget	Actual	Budget
Convention/Trade Shows	-	-	-	-	(5,426)	-
Consumer/Gated Shows	-	-	-	-	-	-
DeVos Performance Hall	-	-	-	-	-	-
Banquets	-	-	-	-	-	-
Meetings	-	-	-	-	2,200	-
Other	-	-	-	-	-	-
GRAND TOTALS	-	-	-	-	(3,226)	-

As Percentage of Overall

Convention/Trade Shows	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	168.20%	#DIV/0!
Consumer/Gated Shows	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.00%	#DIV/0!
Devos Performance Hall	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.00%	#DIV/0!
Ballroom Exclusive	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.00%	#DIV/0!
Meetings	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-68.20%	#DIV/0!
Other	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.00%	#DIV/0!

DeVos Place
Balance Sheet
As of September 30, 2020

ASSETS

Current Assets

Cash	770,991
Account Receivable	653,924
Prepaid Expenses	198,057

Total Current Assets	\$1,622,971	
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Total Assets	\$1,622,971	
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LIABILITIES AND EQUITY

Current Liabilities

Accounts Payable	12,223
Accrued Expenses	148,739
Deferred Income	110,443
Advanced Ticket Sales & Deposits	1,384,725

Total Current Liabilities	\$1,656,130	
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Other Liabilities

Equity

Funds Remitted to CAA	-
Funds Received by CAA	474,830
Expenses Paid Direct by CAA	207,929
Beginning Balance Equity	154,402
Current Year Equity	(870,319)

Total Equity	(\$33,158)	
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Total Liabilities and Equity	\$1,622,971	
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SMG - DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Summary of Accounts Receivable
As of September 30, 2020

Current - Under 30 Days	
Food & Beverage	-
Ticketing	-
Merchandise	12,529
Decorating	-
Audio/Visual	-
Van Andel Arena	579,158
Operating	
 Over 30 Days	
 Over 60 Days	62,237
 Over 90 Days	
 Total Accounts Receivable	653,924

**SMG - Van Andel Arena & DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Management Fee Summary
Fiscal Year Ending June 30, 2021**

MANAGEMENT FEE SUMMARY

	Arena Estimate	DeVos Place Estimate	Total Estimate	FY 2020 Audited
Net Revenue above Expenses	(2,129,263)	(3,735,302)	(5,864,565)	152,577
Benchmark++			1,050,000	1,050,000
Excess	(2,129,263)	(3,735,302)	(6,914,565)	(897,423)

Incentive Fee Calculation (Only if above greater than zero)

	Arena Estimate	DeVos Place Estimate	Total Estimate	Total Estimate
Base Fee	180,338	180,338	360,676	358,526
Incentive Fee				
Revenue	923,632	739,477	1,663,109	10,799,359
Benchmark Revenue	5,263,794	4,650,537	9,914,331	9,855,200
Revenue Excess	(4,340,162)	(3,911,060)	(8,251,222)	990,033
Incentive Fee **	-	-	-	-
Total SMG Management Fee	180,338	180,338	360,676	358,526

** Incentive fee is 25% of the first \$500,000 in excess, 30% of remaining capped at base fee amount.

++ SMG will be eligible for an Incentive fee if Net Revenues exceed Expenses by the following amounts:

Equal to \$850,000 and less than \$950,000 shall be paid at 50% of calculated fee.

Equal to \$950,000 and less than \$1,050,000 shall be paid at 75% of calculated fee.

Equal to \$1,050,000 and above shall be paid at 100% of calculated fee.



VAN ANDEL ARENA

FINANCIAL STATEMENT FOR THE MONTH YEAR ENDED SEPTEMBER 30, 2020

PROUD HOME OF THE GRAND RAPIDS GRIFFINS – TWO TIME CALDER CUPS CHAMPIONS



Distribution:

Grand Rapids – Kent County Convention / Arena Authority
Robert White
Harry Cann
Hope Parkin
Howard Feldman
Richard MacKeigan
Chris Machuta



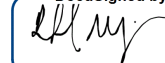
**VAN ANDEL ARENA
ROLLING FORECAST
FISCAL YEAR ENDING JUNE 30, 2021**

	YTD	ROLL	TOTAL FYE	BUDGET FYE	VARIANCE
NO. EVENTS	-		0	0	-
ATTENDANCE	-		0	0	-
DIRECT EVENT INCOME	19,076	78,457	97,533	166,258	(68,725)
ANCILLARY INCOME	0	169,072	169,072	228,632	(59,560)
OTHER EVENT INCOME	(182)	28,125	27,943	112,125	(84,182)
TOTAL EVENT INCOME	18,894	275,654	294,548	507,015	(212,467)
TOTAL OTHER INCOME	453,332	175,752	629,084	348,233	280,851
TOTAL INCOME	472,226	451,406	923,632	855,248	68,384
INDIRECT EXPENSES					
EXECUTIVE	39,381	149,986	189,367	199,008	9,641
FINANCE	32,323	136,663	168,986	177,924	8,938
MARKETING	26,269	136,718	162,987	169,640	6,653
OPERATIONS	191,858	1,190,656	1,382,514	1,441,751	59,237
BOX OFFICE	27,464	91,014	118,478	165,862	47,384
LUXURY SEATING	-	-	-	-	-
SKYWALK ADMIN	9,840	22,025	31,865	54,096	22,231
OVERHEAD	230,487	768,111	998,598	1,135,583	136,985
TOTAL INDIRECT EXP.	557,621	2,495,173	3,052,795	3,343,864	291,069
NET REVENUE ABOVE EXPENSES	(85,395)	(2,043,767)	(2,129,163)	(2,488,616)	359,453
LESS INCENTIVE FEE			-	-	-
NET REVENUE ABOVE EXPENSES AFTER INCENTIVE	(85,395)	(2,043,767)	(2,129,163)	(2,488,616)	359,453

Comments:

The Arena concludes the first quarter with limited activity. The event forecast is for the events currently booked at 25% of normal revenue.

DocuSigned by:



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General Manager



Assistant General Manager

**VAN ANDEL ARENA
FINANCIAL STATEMENT HIGHLIGHTS
FOR FISCAL YEAR ENDING JUNE 30, 2021**

The following schedule summarizes operating results for both the current month and Year to Date as compared to budget and prior year:

MONTH	September Actual	September Budget	September FY 2020
Number of Events	2	-	2
Attendance	-	-	14,564
Direct Event Income	\$19,076	\$0	\$128,810
Ancillary Income	0	0	97,786
Other Event Income	(15)	0	73,351
Other Operating Income	158,331	6,000	193,699
Indirect Expenses	(168,851)	(234,994)	(322,365)
Net Income	\$8,542	(\$228,994)	\$171,280

YTD	YTD 2021 Actual	YTD 2021 Budget	YTD 2020 Prior Year
Number of Events	2	-	5
Attendance	-	-	39,765
Direct Event Income	\$19,076	\$0	\$181,816
Ancillary Income	0	0	275,776
Other Event Income	(182)	0	210,935
Other Operating Income	453,333	12,000	552,570
Indirect Expenses	(557,621)	(704,982)	(1,088,919)
Net Income	(\$85,394)	(\$692,982)	\$132,180

EVENT INCOME

The Arena hosted Grand Rapids Symphony streaming event.

ANCILLARY INCOME

No Ancillary income due to no public in the facility.

INDIRECT EXPENSES

Indirect expenses came in ahead of budget overall.

Van Andel Arena
Income Statement
For the Three Months Ended September 30, 2020

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Variance	Year to Date Prior Year
Event Income								
Direct Event Income								
Rental Income	\$ 17,450	\$ -	\$ 17,450	\$ 138,277	\$ 17,450	\$ -	\$ 17,450	\$ 198,623
Service Revenue	31,180	-	31,180	273,607	31,180	-	31,180	616,555
Service Expenses	(29,554)	-	(29,554)	(283,074)	(29,554)	-	(29,554)	(633,362)
Total Direct Event Income	19,076	0	19,076	128,810	19,076	0	19,076	181,816
Ancillary Income								
F&B Concession	-	-	-	70,978	-	-	-	207,438
F&B Catering	-	-	-	10,460	-	-	-	24,879
Novelty Sales	-	-	-	16,348	-	-	-	43,459
Booth Cleaning	-	-	-	-	-	-	-	-
Audio Visual	-	-	-	-	-	-	-	-
Other Ancillary	-	-	-	-	-	-	-	-
Total Ancillary Income	0	0	0	97,786	0	0	0	275,776
Other Event Income								
Ticket Rebates(Per Event)	(15)	0	(15)	73,351	(182)	0	(182)	210,935
Total Other Event Income	(15)	0	(15)	73,351	(182)	0	(182)	210,935
Total Event Income	19,061	0	19,061	299,947	18,894	0	18,894	668,527
Other Operating Income								
Luxury Box Agreements	97,993	0	97,993	131,901	293,980	0	293,980	376,727
Advertising	48,155	0	48,155	51,243	144,466	0	144,466	153,728
Other Income	12,183	6,000	6,183	10,555	14,887	12,000	2,887	22,115
Total Other Operating Income	158,331	6,000	152,331	193,699	453,333	12,000	441,333	552,570
Adjusted Gross Income	177,393	6,000	171,393	493,645	472,227	12,000	460,227	1,221,098
Operating Expenses								
Salaries and Wages	65,317	72,550	(7,233)	213,976	169,978	217,650	(47,672)	648,395
Payroll Taxes and Benefits	27,675	16,613	11,062	34,710	80,407	49,839	30,568	70,959
Labor Allocations to Events	(24,835)	-	(24,835)	(109,069)	(24,835)	0	(24,835)	(231,363)
Net Salaries and Benefits	68,157	89,163	(21,006)	139,617	225,550	267,489	(41,939)	487,991
Contracted Services	2,328	-	2,328	24,094	5,996	0	5,996	72,017
General and Administrative	19,312	22,768	(3,456)	38,338	52,911	68,304	(15,393)	145,334
Operations	446	7,232	(6,786)	2,505	3,261	21,696	(18,435)	8,064
Repair and Maintenance	5,925	27,375	(21,450)	21,193	48,299	82,125	(33,826)	49,125
Operational Supplies	7,369	15,558	(8,189)	16,908	24,994	46,674	(21,680)	67,938
Insurance	5,469	11,036	(5,567)	14,174	16,407	33,108	(16,701)	32,813
Utilities	44,638	46,625	(1,987)	50,833	135,118	139,875	(4,757)	181,527
SMG Management Fees	15,207	15,237	(30)	14,703	45,085	45,711	(626)	44,110
Total Operating Expenses	168,851	234,994	(66,143)	322,365	557,621	704,982	(147,361)	1,088,919
Net Income(Loss) From Operations	8,542	(228,994)	237,536	171,280	(85,394)	(692,982)	607,588	132,180
Other Non-Operating Expenses								
Adjusted Net Income(Loss)	8,542	(228,994)	237,536	171,280	(85,394)	(692,982)	607,588	132,180

SMG - Van Andel Arena
Grand Rapids - Kent County Convention/Arena Authority
Event Summary
For the Three Months Ended September 30, 2020

Event Type	Events/Days		Attendance		Total Event Income	
	Actual	Budget	Actual	Budget	Actual	Budget
Family Show	-	-	-	-	-	-
Sporting Event	-	-	-	-	-	-
Concert	-	-	-	-	(182)	-
Team Home Games	-	-	-	-	-	-
Other	2	-	-	-	19,076	-
GRAND TOTALS	2	-	-	-	18,894	-

As Percentage of Overall

Family Show	0.00%	#DIV/0!	#DIV/0!	#DIV/0!	0.00%	#DIV/0!
Sporting Event	0.00%	#DIV/0!	#DIV/0!	#DIV/0!	0.00%	#DIV/0!
Concert	0.00%	#DIV/0!	#DIV/0!	#DIV/0!	-0.96%	#DIV/0!
Team Home Games	0.00%	#DIV/0!	#DIV/0!	#DIV/0!	0.00%	#DIV/0!
Other	100.00%	#DIV/0!	#DIV/0!	#DIV/0!	100.96%	#DIV/0!

Van Andel Arena
Balance Sheet
As of September 30, 2020

ASSETS

Current Assets

Cash	6,468,448
Account Receivable	356,998
Prepaid Expenses	113,171

Total Current Assets		\$6,938,617
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Total Assets		\$6,938,617
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LIABILITIES AND EQUITY

Current Liabilities

Accounts Payable	(115,610)
Accrued Expenses	56,151
Deferred Income	825,141
Advanced Ticket Sales & Deposits	6,429,654

Total Current Liabilities		\$7,195,336
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Other Liabilities

Equity

Funds Remitted to CAA	0
Funds Received by CAA	618,817
Expenses Paid Direct by CAA	115,026
Beginning Balance Equity	(905,167)
Current Year Equity	(85,394)

Total Equity		(\$256,718)
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Total Liabilities and Equity		\$6,938,617
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SMG - Van Andel Arena
Grand Rapids - Kent County Convention/Arena Authority
Summary of Accounts Receivable
As of September 30, 2020

Current - Under 30 Days	
Food & Beverage	-
Ticketing	322,440
Merchandise	-
Permanent Advertising	593,484
DeVos Place	(578,675)
Operating	
 Over 30 Days	
 Over 60 Days	19,749
 Over 90 Days	
 Total Accounts Receivable	356,998

**SMG - Van Andel Arena & DeVos Place
Grand Rapids - Kent County Convention/Arena Authority
Management Fee Summary
Fiscal Year Ending June 30, 2021**

MANAGEMENT FEE SUMMARY

	Arena Estimate	DeVos Place Estimate	Total Estimate	FY 2020 Audited
Net Revenue above Expenses	(2,129,263)	(3,735,302)	(5,864,565)	152,577
Benchmark++			1,050,000	1,050,000
Excess	(2,129,263)	(3,735,302)	(6,914,565)	(897,423)

Incentive Fee Calculation (Only if above greater than zero)

	Arena Estimate	DeVos Place Estimate	Total Estimate	Total Estimate
Base Fee	180,338	180,338	360,676	358,526
Incentive Fee				
Revenue	923,632	739,477	1,663,109	10,799,359
Benchmark Revenue	5,263,794	4,650,537	9,914,331	9,855,200
Revenue Excess	(4,340,162)	(3,911,060)	(8,251,222)	990,033
Incentive Fee **	-	-	-	-
Total SMG Management Fee	180,338	180,338	360,676	358,526

** Incentive fee is 25% of the first \$500,000 in excess, 30% of remaining capped at base fee amount.

++ SMG will be eligible for an Incentive fee if Net Revenues exceed Expenses by the following amounts:

Equal to \$850,000 and less than \$950,000 shall be paid at 50% of calculated fee.

Equal to \$950,000 and less than \$1,050,000 shall be paid at 75% of calculated fee.

Equal to \$1,050,000 and above shall be paid at 100% of calculated fee.



Memorandum

To: Richard A. Winn, Finance Committee Chairperson
CAA Board

From: Robert White

Subject: Auto Parking System Periodic Reporting

Date: October 15, 2020

The previously (6/5/20) adopted "Parking Operation Agreement" requires the City-Auto Parking System to provide a quarterly report regarding City/County utilization of discounted DeVos Place® monthly parking passes. The content of this first quarter (FY21) periodic report includes the following information:

A) "... the number of current City and County passes outstanding ..."

The City currently holds 126 monthly passes.
The County currently holds 169 monthly passes.

B) "... the increase and/or decrease in such City and County passes since the prior report ..."

The City decreased the number of passes out by 1 between 7/1/20 and 9/30/20.
The County decreased the number of passes out by 1 between 7/1/20 and 9/30/20.

C) "... a calculation of the difference between the then current market rate for monthly passes for the Parking Spaces and the then current rate for monthly passes by the City and County."

The current (public) monthly pass rate is \$154, while the discounted City/County rate is \$62.78.
The City currently holds 126 passes with a total annualized discount of \$137,925.
The County currently holds 169 passes with a total annualized discount of \$189,994.

Attached with this correspondence is a copy of the quarterly report from City-Auto Parking System.

Cc: Richard MacKeigan

Account	Previous End of Quarter Space Count Q4 FY20	Total Spaces End of Q1 FY21	Space Count Change	Current Monthly Market Rate Price Difference EOQ*	Monthly Price Difference Variance, Prev Quarter
17 th Circuit Court	23	23	0	\$2,098.06	\$0.00
KC Facilities Management	147	146	-1	\$13,409.34	(\$91.22)
City of GR	127	126	-1	\$11,584.94	(\$91.22)
Total	297	295	-2	\$27,092.34	(\$182.44)

*Current Market Rate is \$154 monthly, City/County Contractual Rate is \$62.78 monthly, effective 7/1/2020.

**GRAND RAPIDS-KENT COUNTY
CONVENTION/ARENA AUTHORITY**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A MEMORANDUM OF UNDERSTANDING RELATED TO THE
RELOCATION OF A PORTION OF THE MARKET AVENUE SANITARY
TRUNK SEWER, THE POTENTIAL LOCATION OF AN
AMPHITHEATER AT 201 MARKET AVENUE, S.W. AND OTHER
MATTERS RELATED THERETO**

Boardmember _____, supported by Boardmember _____, moved
the adoption of the following resolution:

WHEREAS, the Grand Rapids – Kent County Convention/Arena Authority (the “CAA”) is exploring the feasibility of constructing an amphitheater on a portion of property owned by the City of Grand Rapids (the “City”) and located at 201 Market Avenue, S.W. (“201 Market”); and

WHEREAS, in order to utilize 201 Market for an amphitheater and/or other potential development, it is necessary to relocate a large sanitary trunk sewer that runs through 201 Market (the “Trunk Sewer”); and

WHEREAS, the CAA and City have agreed along with other owners of property through which the Trunk Sewer passes to share in the costs of relocating the Trunk Sewer; and

WHEREAS, the CAA and the City have agreed to the process by which a portion of 201 Market would be acquired and utilized as a site of an amphitheater; and

WHEREAS, the CAA and the City along with Amway Hotel Corporation and 63 Market Avenue Holdings, LLC, as the owners of other property along the west side of Market Avenue, S.W. through which the Trunk Sewer passes, have agreed to the terms of a Memorandum of Understanding (the “MOU”) addressing the relocation of the Trunk Sewer and the potential location of an amphitheater at 201 Market; and

WHEREAS, the MOU provides that the CAA shall assign to the City the Engineering Services Agreement it has with Progressive AE related to the relocation of the Trunk Sewer.

RESOLVED:

1. That the MOU in the form presented at this meeting is approved with such modifications not materially adverse to the CAA approved as to content by the Executive Director of the CAA and as to form by CAA legal counsel and the Chairperson of the Board is authorized and directed to execute the approved MOU for and on behalf of the CAA.

2. That the CAA shall assign the Engineering Services Agreement to the City pursuant to an assignment agreement approved as to content by the Executive Director of the CAA and as to form by CAA legal counsel and the Chairperson of the Board is authorized and directed to execute the approved agreement for and on behalf of the CAA.

3. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are hereby, rescinded.

YEAS: Boardmembers _____

NAYS: Boardmembers _____

ABSTAIN: Boardmembers _____

ABSENT: Boardmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: November 13, 2020

Susan M. Waddell
Administrative Manager/Recording Secretary

CERTIFICATION

I, the undersigned duly qualified and acting Administrative Manager/Recording Secretary of the Grand Rapids-Kent County Convention/Arena Authority (the "CAA"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the CAA Board at a regular meeting held on November 13, 2020, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: November 13, 2020

Susan M. Waddell
Administrative Manager/Recording Secretary

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into between the **GRAND RAPIDS-KENT COUNTY CONVENTION/ARENA AUTHORITY** (the “CAA”), the **CITY OF GRAND RAPIDS** (the “City”), **AMWAY HOTEL CORPORATION** (“AHC”) and **63 MARKET AVENUE HOLDINGS, LLC** (“Market Holdings”). AHC and Market Holdings are collectively referred to as the “Private Entities” for purposes of paragraph 5 of this MOU.

RECITALS

A. The CAA is an authority created by the City and Kent County for the purpose of acquiring land and the development of certain facilities including entertainment facilities which may include a public outdoor amphitheater.

B. The City owns property consisting of approximately 15.8 acres located at 201, 225, 233, 301 and 353 Market Avenue, S.W. identified on Attachment I (collectively, the “201 Property”) on which the City’s public works facilities are located.

C. The City has entered into an Option Agreement to Purchase Real Estate with the Kent County Road Commission to acquire its property at 1500 Scribner Avenue, N.W. and related adjacent property in the City for relocation of the City’s public works facilities and is currently undertaking due diligence with respect to such property.

D. A large 11.5’ x 13’ sanitary trunk sewer (the “Existing Trunk Sewer”) transverses the 201 Property, City-owned property at 509 Wealthy Street, S.W. and other properties located on the west side of Market Avenue, N.W. between West Fulton Street and the US131 entrance ramp, as identified on Attachment I, which impedes the development and redevelopment of the 201 Property and such other properties.

E. AHC owns property on the west side of Market Avenue, S.W. identified on Attachment I (the “AHC Property”) through which the Existing Trunk Sewer transverses.

F. Market Holdings owns property on the west side of Market Avenue, S.W. identified on Attachment I (the “Market Holdings Property”) through which the Existing Trunk Sewer transverses.

G. Subject to the terms and conditions of this MOU, the CAA has identified the 201 Property as the potential site for the location of a public amphitheater including related parking (the “Amphitheater”) which would occupy approximately two-thirds of the 201 Property.

H. The location of the Amphitheater on the 201 Property as well as the development and redevelopment of the AHC Property and the Market Holdings Property requires the relocation of the Existing Trunk Sewer to a new location within or adjacent to the Market Avenue, S.W. right-of-way from W. Fulton Street to Wealthy Street, S.W. with a new 96-inch diameter trunk sewer as identified on Attachment I (the “New Trunk Sewer”) and the Existing Trunk Sewer will be decommissioned.

I. The New Trunk Sewer will be constructed in two phases. The first phase will be constructed from Fulton Street to the north side of the railroad tracks (north of the storm sewer crossing) (“Phase I”) and the second phase will be constructed from the north side of the railroad tracks to Wealthy Street (“Phase II”).

J. The parties to this MOU have agreed subject to the terms hereof to partner in the construction of the New Trunk Sewer.

K. The CAA has received a \$5,000,000 grant from the Michigan Economic Development Corporation (the “Grant”) which is to be used towards the construction of a “West Michigan Amphitheater” and is willing to apply the Grant towards the construction of the New Trunk Sewer subject to the terms and conditions of this MOU.

UNDERSTANDING

1. Subject to the terms and conditions of this MOU, the New Trunk Sewer will be constructed at a total estimated cost of \$18,638,500 (the “Estimated Cost” including construction and non-construction costs as outlined in Attachment II). If the lowest accepted bid received for the construction of the new Trunk Sewer, as hereinafter provided, shall result in the original Estimated Cost to be exceeded, the City and the Private Entities shall meet and agree on a revised number which shall become the new Estimated Cost. Upon agreement, the City and Private Entities shall each promptly deposit 50% of the additional amount in the account identified in paragraph 5 hereof. Any costs associated with the betterment of the Market Avenue roadway above the cost of restoring existing conditions shall be the responsibility of the City.

2. In connection with its evaluation of the construction of the Amphitheater, the CAA has entered into a professional engineering services agreement related to the relocation of the Existing Trunk Sewer and the construction of the New Trunk Sewer with Progressive AE (the “Engineering Services Agreement”) and Progressive AE has performed certain services pursuant to the Engineering Services Agreement for which it has been paid or will be paid by the CAA from proceeds of the Grant.

3. The CAA shall assign, and cause Progressive AE to approve the assignment of, the Engineering Services Agreement to the City including all work product the CAA has received or is entitled to receive pursuant to the Engineering Services Agreement.

4. The City will solicit bids for the construction of the New Trunk Sewer, award the bids and enter into a contract with the successful bidders in accordance with the City’s bidding and award procedures after consultation with the CAA, AHC and Market Holdings. It is anticipated that (i) bids for Phase I will be solicited in December 2020 and bids for Phase II will be solicited in April 2021, (ii) a bid will be awarded for Phase I in January 2021 and a bid will be awarded for Phase II in April-May 2021, (iii) construction for Phase I will commence in March 2021 and construction for Phase II will commence in May 2021, and (iv) construction of Phase I will be completed in November 2021 and construction of Phase II will be completed in December 2021-March 2022.

5. Based on the original Estimated Cost, the parties agree to share the cost of construction of the New Trunk Sewer as follows which is calculated pursuant to Attachment III:

CAA	26.83%
City	33.55%
Private Entities	39.62%

To the extent the original Estimated Cost is increased as provided in paragraph 1 hereof, the City and Private Entities shares of the cost shall increase as therein provided. AHC and Market Holdings will agree separately between themselves as to their respective shares of the Private Entities share of the cost, *provided, however*, AHC and Market Holdings will remain individually liable for their agreed upon respective shares of the Private Entities share of the cost. The CAA shall be given a credit to its share of the cost it paid or is required to pay Progressive AE pursuant to the Engineering Services Agreement which amount(s) is included in the Estimated Cost.

6. Prior to December 31, 2020, the parties to this MOU shall deposit or cause the deposit of its share of the original Estimated Cost, as may be increased as provided in paragraph 5 hereof in a separate designated account kept by the City identified as 5902-527-9000-590221049G-5762. If during construction of the New Trunk Sewer, it is determined that the actual cost of construction will exceed the Estimated Cost as may be revised after the construction bid has been awarded, the City and the Private Entities shall equally share in such additional cost after having met and discussed same including the potential for cost savings and value engineering. Any investment earnings on amounts deposited shall be credited to each party proportionate to its share of the deposited funds. If actual cost of construction of the New Trunk Sewer is less than the Estimated Cost, the excess amount shall be returned to each party proportionate to its share of deposited funds.

7. The City and CAA shall mutually agree on (a) that portion of the 201 Property required for the Amphitheater (the "Amphitheater 201 Property"), (b) the purchase price of the Amphitheater 201 Property (the "Purchase Price"), and (c) the terms of purchase. The City's sale of the Amphitheater 201 Property shall comply with its property disposal policy. The Purchase Price shall be determined based on the fair market value of the Amphitheater 201 Property taking into consideration its value before and after the decommissioning of the portion of the Existing Trunk Sewer located on the Amphitheater 201 Property. In the event the City and CAA are unable to agree on the fair market value of the Amphitheater 201 Property, the fair market value shall be determined by an independent appraisal made by an MAI certified appraiser selected jointly by the parties with the cost to be shared equally. If the parties are unable to agree upon the selection of an appraiser, each party shall, at its cost, select an independent MAI certified appraiser who has been engaged in appraising downtown Grand Rapids real estate and the fair market value shall be the average of the parties' appraisals. If the difference in the two appraisals is more than ten percent 10%, either party shall have the right to require the two appraisers to select a third appraiser who is similarly qualified (with the cost to be shared equally) and the fair market value shall be the average of the three appraisals.

8. The City and the CAA shall enter into a written option agreement for the sale and purchase of the Amphitheater 201 Property no later than December 31, 2020. The option agreement shall include, but shall not be limited to, provisions related to (a) purchase price and terms of purchase, (b) due diligence related to title and geophysical and environmental conditions, (c) pedestrian, vehicle and transit access, (d) funding of the construction of the Amphitheater and (e) required approvals of the CAA Board of Directors, City Commission and Kent County Board of Commissioners. Construction of the New Trunk Sewer shall not commence unless the City and CAA have executed the option agreement.

9. If the CAA has not exercised an option to purchase the Amphitheater 201 Property by January 31, 2021, the City shall reimburse the CAA the CAA's share of the cost of the New Trunk Sewer in accordance with terms mutually acceptable by the CAA and City.

10. After the New Trunk Sewer is completed and accepted by the City, the City shall be solely responsible for its operation, maintenance, repair and replacement.

11. During construction of the New Trunk Sewer, the City shall provide quarterly progress report to the CAA, AHC and Market Holdings.

12. Upon execution of this MOU, a Liaison Committee shall be established comprised of two members selected by each of the CAA, City, AHC and Market Holdings. The Liaison Committee shall meet quarterly to assist in the completion of the provisions of this MOU.

**GRAND RAPIDS-KENT COUNTY
CONVENTION/ARENA AUTHORITY**

Dated: _____, 2020

By: _____
Steven R. Heacock
Board Chairperson

CITY OF GRAND RAPIDS

Dated: _____, 2020

By: _____
Rosalynn Bliss
Mayor

Attest: _____
Joel H. Hondorp
City Clerk

AMWAY HOTEL CORPORATION

Dated: _____, 2020

By: _____

Its: _____

63 MARKET AVENUE HOLDINGS, LLC

Dated: _____, 2020

By: _____

Its: _____

Attachment 1



Attachment II

New Trunk Sewer Estimated Costs

Construction Costs	\$15,594,368
Engineering Fees	916,694
Construction Administration and Testing	800,128
City Engineering Administration	311,858
Contingency	1,013,537
Total	<hr/> \$18,636,585

Attachment III

Mark	Length	% of LF	Total %	Cost	Cost + O/2	Final \$\$	Final %	Partner
AF	340	8.83%	32.35%	\$ 6,028,202	\$ 7,383,942	\$ 7,383,942	39.82%	Private Entities
AM	905	23.51%						
O	560	14.55%	14.55%	\$ 2,711,480	\$ -			
CM	1340	34.81%	53.10%	\$ 9,896,903	\$ 11,252,843	\$ 8,252,843	33.55%	City of Grand Rapids
WC	704	18.29%						
Tot LF	3849	100.00%	100.00%	\$ 18,636,585	\$ 18,636,585			
						\$ 5,000,000	26.83%	CAA

**GRAND RAPIDS–KENT COUNTY
CONVENTION/ARENA AUTHORITY**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A GRANT AGREEMENT WITH KENT COUNTY RELATED TO THE
RECEIPT OF GRANT FUNDS UNDER THE CARES ACT**

Boardmember _____, supported by Boardmember _____, moved
the adoption of the following resolution:

WHEREAS, the Grand Rapids – Kent County Convention/Arena Authority (the “CAA”) has been advised by Kent County (the “County”) that funds are available through the County pursuant to Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) for costs incurred by the CAA due to the public-health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”); and

WHEREAS, the CAA applied for and received a grant from the County in the amount of \$1,985,817.00 to mitigate the spread of COVID-19 and implement certain environmental hygiene programs to prepare DeVos Place, DeVos Performance Hall and VanAndel Arena for safe reopening; and

WHEREAS, in order to receive such grant funds, it is necessary for the CAA to enter into a Grant Agreement with the County.

RESOLVED:

1. That the Grant Agreement (the “Agreement”) between the CAA and the County in the form presented at this meeting is approved and any officer of the CAA Board is authorized and directed to execute the Agreement for and on behalf of the CAA.

2. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are hereby, rescinded.

YEAS: Boardmembers _____

NAYS: Boardmembers _____

ABSTAIN: Boardmembers _____

ABSENT: Boardmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: November 13, 2020

Susan M. Waddell
Administrative Manager/Recording Secretary

CERTIFICATION

I, the undersigned duly qualified and acting Administrative Manager/Recording Secretary of the Grand Rapids-Kent County Convention/Arena Authority (the "CAA"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the CAA Board of Directors of the CAA at a regular meeting held on November 13, 2020, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: November 13, 2020

Susan M. Waddell
Administrative Manager/Recording Secretary

DUNS #:

GRANT AGREEMENT

THIS GRANT AGREEMENT (“**Agreement**”) is effective as of October 8, 2020, by and between Kent County, a Michigan political subdivision (“**County**”), and The Grand Rapids-Kent County Convention/Arena Authority, a Michigan convention facility authority (“**Grantee**”) (each a “**Party**” and collectively, the “**Parties**”).

WHEREAS, County has received federal funding from the Coronavirus Relief Fund (“**Fund**”), pursuant to Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“**CARES Act**”); and

WHEREAS, pursuant to the CARES Act and related federal rules, regulations, decisions, and guidance (collectively, “**CARES Act Laws**”), all amounts received by County from the Fund may only be used to cover costs that (1) are necessary expenditures incurred due to the public-health emergency with respect to the Coronavirus Disease 2019 (COVID-19) (“**Necessary Expenditures**”); (2) were not accounted for in the County’s budget most recently approved as of March 27, 2020 (the CARES Act’s enactment date); and (3) were incurred by the County during the period that begins on March 1, 2020, and ends on December 30, 2020;

WHEREAS, under applicable federal guidance, Necessary Expenditures specifically include, among other things, expenses associated with the provision of economic support in connection with the COVID-19 public-health emergency and public health expenses;

WHEREAS, Grantee is a convention facility authority established under the Convention Facility Authority Act of Michigan that administers the DeVos Place, DeVos Performance Hall, and Van Andel Arena (“**Convention Facilities**”);

WHEREAS, convention centers and arenas, both nationally and in Kent County, have been significantly impacted by the COVID-19 pandemic and have remained closed since March of 2020;

WHEREAS, in order to mitigate the spread of COVID-19 and to reopen safely, Grantee desires to implement certain environmental hygiene programs to prepare the Convention Facilities for safe reopening and in accordance with state and local guidelines as further described in its proposal to the County and the attached Exhibit A; and

WHEREAS, County desires to provide certain funds to Grantee to use for the Purpose (hereinafter defined), all as further set forth in this Agreement.

ACCORDINGLY, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Grant.** Subject to the terms and conditions of this Agreement and all applicable statutes, laws, and other requirements and rules of law of governmental authorities, County agrees to pay to Grantee \$1,985,817 in immediately available funds (the “**Grant**”) promptly after this Agreement is fully executed.
2. **Purpose.** Grantee agrees to use the Grant solely to fund the costs and expenses incurred by Grantee due to the COVID-19 pandemic as set forth in Exhibit A of this Agreement (the “**Purpose**”): (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using sufficient personnel of required skill, experience, licenses, and qualifications; (c) in a timely, workmanlike, and professional manner; and (d) to the reasonable satisfaction of County and in accordance with any direction and oversight County may provide. All Grant amounts must be spent in Kent County. Grantee shall ensure that all Grant funds are spent on or before December 30, 2020.

DUNS #:

3. **Terms and Conditions.** This Agreement is subject to the current version of the KENT COUNTY CARES ACT GRANT TERMS AND CONDITIONS (“**Terms and Conditions**”), available at <https://accesskent.com/caresgrantterms.htm>, which are specifically incorporated herein by reference. The Terms and Conditions are subject to change from time to time. To the extent that there is any conflict between this Agreement and the Terms and Conditions, the provisions of this Agreement shall control.

4. **Indemnification.** Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless County, its affiliates, officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys’ fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying the Grant funds, in carrying out any project supported by the Grant, or otherwise arising out of or related to this Agreement. Indemnification under this section shall be limited to a maximum amount of one-hundred twenty-five percent (125%) of the amount received by Grantee under this Agreement.

5. **Independent Contractor.** It is understood and acknowledged that in performing the Purpose, Grantee acts in the capacity of an independent contractor and not as an agent of County. Grantee has no authority to commit, act for or on behalf of County, or to bind County to any obligation or liability. Grantee shall not be eligible for and shall not receive any employee benefits from County and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the Grant.

6. **Registration and Reporting Requirements.** Prior to receipt of the Grant, Grantee must provide County with its DUNS number and register (or be registered) with the U.S. government’s System of Award Management, available at sam.gov/SAM/. Grantee agrees to promptly provide County with such information as County may reasonably request from time to time related to the Grant, including Grantee’s performance of the Purpose, documentation on the outcomes of the Grant, and a detailed accounting of the uses or expenditure of the Grant, and such other information as detailed in the Terms and Conditions, all in form and substance reasonably requested by County. Grantee shall maintain records of all activities, including but not limited to, financial records, receipts, and expenditures, relating to the Grant, for at least 6 years after expenditure of Grant funds. Further, Grantee shall give County at least 90 days’ written notice before transferring, destroying, or discarding any such records. Certain information required by the 45 C.F.R. § 75.352 to be included in this Agreement with respect to the Grant is set forth in Exhibit B, attached hereto and incorporated herein by reference.

7. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties, their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

8. **Grantee Representations and Warranties.**

8.1 **Purpose.** Grantee represents and warrants that the Purpose shall be performed by qualified personnel in a good and workmanlike fashion in accordance with the specifications set forth herein, and that Grantee has obtained all consents, authorizations, and licenses as may be necessary for Grantee to perform the Purpose hereunder.

8.2 **Compliance with Laws.** Grantee represents and warrants that it is in compliance in all material respects with, and covenants that it shall comply in all material respects with, all applicable

DUNS #:

statutes, laws, ordinances, regulations, rules, codes, orders, constitutions, treaties, common law, judgments, decrees, and other requirement or rule of law of any governmental authority (including, without limitation, all applicable federal, state, and local Laws relating to fair housing, disabilities, civil rights, anti-discrimination, anti-kickback, and employment, and all CARES Act Laws) (collectively, “**Laws**”). Without limiting the foregoing, Grantee shall not use the funds received under this program to pay any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any member of a state or local legislative body in connection with the award of these funds the extension, continuation, renewal, amendment, or modification of these funds, any governmental contract, the making of any governmental grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any governmental contract, grant, loan, or cooperative agreement.

8.3 **Authorization.** Grantee represents and warrants to County that:

- (a) Grantee has full power and authority to execute and deliver this Agreement and each agreement, document or instrument required to be executed and delivered by it hereby or in connection herewith (the “**Grantee Documents**”) and to perform its obligations hereunder and thereunder and to consummate the contemplated transactions provided for herein;
- (b) The individual executing this Agreement on behalf of Grantee is authorized to execute this Agreement on behalf of Grantee;
- (c) The execution and delivery of this Agreement and the Grantee Documents and the performance by Grantee of its obligations hereunder and thereunder and the consummation of the contemplated transactions have been duly and validly authorized by all necessary action on the part of Grantee; and
- (d) This Agreement has been duly and validly executed and delivered by Grantee and constitutes the legal, valid and binding agreement of Grantee.

9. **Further Assurances.** Each of the Parties shall use commercially reasonable efforts to, from time to time at the request of the other Party, without any additional consideration, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary or desirable to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

10. **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims are governed by, and construed in accordance with, the laws of Michigan, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction.

11. **Notices.** Notices under this Agreement shall be made in writing as follows:

DUNS #:

If to County:

Attn: Jeff Dood, Fiscal Services Director
Kent County
300 Monroe Ave., NW
Grand Rapids, MI 49503-2206
E-mail: Jeff.Dood@kentcountymi.gov

If to Grantee:

Sue Waddell
Grand Rapids – Kent County CAA
303 Monroe NW
Grand Rapids, MI 49503

12. General.

12.1 This Agreement, including the Terms and Conditions and all exhibits and schedules attached hereto, which are incorporated into and a part of this Agreement, contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter.

12.2 The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.

12.3 The Parties may not amend this Agreement except by written instrument signed by the Parties.

12.4 No waiver of any right, remedy, power, or privilege under this Agreement (“**Right(s)**”) is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The County does not waive its governmental immunity by entering into this Agreement.

12.5 The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.

12.6 Grantee shall not directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not Grantee is the surviving entity), operation of law, or any other manner, without the prior written consent of County. Any purported assignment or delegation in violation of this Section shall be null and void. Grantee shall obtain and maintain in effect a written agreement with any subcontractor, which agreement shall contain sufficient terms for Grantee to fully comply with all provisions of this Agreement. Grantee shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

12.7 This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

12.8 Any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination.

12.9 This Agreement may be executed in counterparts. The Parties expressly agree that the transactions contemplated hereunder may be conducted by electronic means, and an electronic

DUNS #:

signature of a Party shall be considered to have the same binding legal effect as an original manual signature.

[Signature page follows]

DUNS #:

WHEREFORE, the parties have executed this Agreement as of the date first set forth above.

COUNTY:

Kent County

By: _____

Kent County Board of Commissioners by Mandy Bolter, Chairperson

GRANTEE:

The Grand Rapids-Kent County Convention/Arena Authority by Richard MacKeigan, Executive Director

By:  _____
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EXHIBIT A
GRANT PURPOSE
COVID-19-RELATED PROGRAMS AND EXPENDITURES

Consistent with Grantee's proposal submitted to County, Grantee will implement a safe reopening plan for the Convention Facilities in accordance with ASM Global's "VenueShield" environmental hygiene program, as further detailed below.

A. USE OF THE GRANT

Grantee is a seven-member board authority created under Michigan's Convention Facility Authority Act of 1999. Authorities created under the Convention Facility Authority Act assist local governments in acquiring, constructing, repairing, and equipping convention facilities in Michigan. As a result of the COVID-19 pandemic, the Convention Facilities have been unable to open since March of 2020, and Grantee is seeking funds to facilitate their safe reopening. Safely reopening the Convention Facilities will help the County revitalize its tourism and entertainment industries while mitigating the spread of COVID-19.

With its Grant, Grantee will implement VenueShield protocols to prepare Grantee's facilities for reopening. VenueShield is a reactivation guide designed for convention venues and arenas in response to the COVID-19 pandemic and was created by ASM Global, a leading venue management company who will work with Grantee to prepare for safe reopening of the Convention Facilities. ASM Global has employed these safe reopening protocols successfully in more than 325 facilities across the world. The VenueShield protocols include implementation of new guidelines for workplace safety, integrating touchless technology and equipment, updated food safety guidelines, and promoting public awareness of safety measures. To ensure safe and successful events are able to occur the facilities in question, Grantee will work with ASM Global to (a) determine best practices and new technologies for ensuring a safe customer experience, (b) communicate the new safety protocols to customers, (c) develop a cleaning and sanitizing plan in alignment with VenueShield and state and local health authority protocols, (d) adapt safe food and beverage procedures, and (e) create policies, procedures, and training for Grantee facility employees. Specifically, and in order to implement the VenueShield protocols, the Grant funds will be allocated consistent with Grantee's proposal in the amounts up to those listed under Costs below:

Description	Costs
Personal Protective Equipment – Includes face masks, gloves, hand sanitizer, wipes, and other PPE for employees and guests.	\$48,250.00
Social Distancing Barriers – Includes the following specific CDC-recommended items: <ul style="list-style-type: none"> • 96 Tensabarriers at \$285 each. • 4 Carts at \$500 each. • 2 Portable box offices at \$15,000 each. 	\$59,360.00

DUNS #:

<p>Contactless Venue Access – Includes the following pieces of equipment necessary to automate the guest experience and reduce staffing requirements to promote COVID-safe protocols:</p> <ul style="list-style-type: none"> • 18 Turnstiles at \$4,010 each. • 13 Speedlanes at \$26,750 each. • 8 Metal Detectors at \$4,000 each. • 15 Thermal Detection Equipment Units at \$9,618 each. 	\$596,200.00
<p>Touchless Fixtures – Includes the following pieces of equipment to reduce guest/staff opportunity to spread or contract COVID-19:</p> <ul style="list-style-type: none"> • 250 Single-Flush Toilet Fixtures at \$130.50 each. • 58 Dual Flush Toilet Fixtures at \$228 each. • 20 Bi-Level Water Fountains at \$2,058.88 each. • 17 Single-Level Water Fountains at \$1,439.31 each. • 160 Touchless Faucets at \$259.74 each. • 360 hours of labor to install at \$50/hour. 	\$171,053.27
<p>Electrostatic Cleaning Equipment – Including the following equipment for cleaning seats, equipment, locker rooms, etc.:</p> <ul style="list-style-type: none"> • 11 Backpack Units at \$3,000 each. • 8 Handheld Units at \$700 each. • 24 Units of necessary chemicals at \$595 per unit. • 2 Foggers at \$279 each. • 2 Equipment storage lockers at \$799 each. 	\$55,036.00
<p>Janitorial Equipment – Includes the cost of updated uniforms, sanitation carts, and wipe kits.</p>	\$6,400.00
<p>Sanitation Equipment</p> <ul style="list-style-type: none"> • 4 Surface Steam Cleaners at \$1,999 each. 	\$7,996.00
<p>Air Purification</p> <ul style="list-style-type: none"> • DeVos Place Bipolar Ionization System - \$626,232 • DeVos Place Bipolar Ionization Controls - \$113,380 • DeVos Place Contingency (5%) - \$36,980.60 • Van Andel Arena Bipolar Ionization System - \$96,982 	\$873,574.60

DUNS #:

Point of Sale <ul style="list-style-type: none"> • 70 Fixed concession stands at \$475 each. • 10 Portable concession stands at \$600 each. • 30 Box office credit card readers at \$395 each. • 15 iPads at \$400 each. • 100 Safety shields at \$309.57 each. 	\$88,057.00
Mobile Ordering – Includes the cost of a mobile ordering solution allowing guests to place orders from mobile phones.	\$23,000.00
Communications, Branding & Public Relations – Internal and external messaging to communicate new safety protocols with public and clients. Includes promotional videos, advertising campaigns, and promoter/client kits.	\$72,500.00

In no event shall the total amount of the Grant exceed \$1,985,817 in aggregate.

B. TIMELINE

Grantee agrees that it will take reasonable and diligent efforts to ensure that the full amount of the Grant is spent for the Purpose, as set forth in this Exhibit A, before December 15, 2020. Grant funds may not be used to purchase any goods or services after December 15, 2020, and any unspent funds must be returned to the County on December 16, 2020. In addition, Grant funds may not be used to purchase bulk materials for use after December 30, 2020 (stockpiling), unless (1) a portion of the materials is used before December 30, 2020, (2) the purchase is consistent with Grantee's usual procurement policies and practices, and (3) it is impractical to track and record when the materials were used.

C. MEASURABLE OUTCOMES

Grantee intends to purchase the goods and services set forth in this Exhibit A in order to safely open the Convention Facilities to mitigate the spread of COVID-19. Grantee will provide progress reports on the progress of installation of goods as requested by the County from time to time. In addition, Grantee will notify County via written report when the goods set out in Exhibit A are received and installed. Grantee will measure the increased usage of the Convention Facilities as a result of the Grant funds, will track the number of guests and amount of revenue at each of the Convention Facilities, and will report these figures to the County.

DUNS #:

EXHIBIT B
FEDERAL AWARD IDENTIFICATION

- Sub-recipient name: Grand Rapids – Kent County Convention Arena Authority
- Sub-recipient DUNS number: 831461669
- Federal Award Identification Number: SLT0177
- Federal Award date: March 27, 2020
- Sub-award Period of Performance: March 1, 2020 to December 30, 2020
- Amount of federal funds obligated to the sub-recipient by this agreement: \$1,985,816.87
- Total amount of Federal Award obligated to subrecipient by County: \$1,985,816.87
- Total amount of Federal Award committed to subrecipient by County: \$1,985,816.87
- Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):

This grant is made for purposes of covering costs incurred by sub-recipient pursuant to the Coronavirus Relief Fund (Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”).

- Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:

Awarding Agency: U.S. Department of Treasury
 Pass-through Entity: Kent County
 Contact Information: Jeff Dood, Fiscal Services Director
 300 Monroe Ave., NW
 Grand Rapids, MI 49503-2206
crf-reporting@kentcountymi.gov

- CFDA Number and Name: 21.019 – Coronavirus Relief Fund
- Is this grant award for research and development?: No
- Indirect Cost Rate for federal award: Not Applicable



MEMORANDUM

To: Convention Arena Authority
From: Dickinson Wright PLLC
Date: November 13, 2020
Re: Gillett Bridge East Half Ownership Clarification

As you know, the Restore the Rapids river restoration project (the "Project") in the heart of the City of Grand Rapids (the "City") is underway. One of the first stages of the Project involved an in depth review all ownership interests along the river within the Project area. We were engaged to conduct that review and were asked to opine on the ownership of the various bridges located within the Project area, including the Gillett Bridge. Our analysis of the multiple deeds and easements exchanged over many years led us to conclude that the ownership of the east half of the Gillett Bridge structure could stand to be clarified.

Our review indicates that the City owned the Gillett Bridge but then conveyed the land on the east side of the Grand River to the Grand Rapids-Kent County Convention Arena Authority (the "CAA") pursuant to a quitclaim deed dated June 30, 2000 (the "Deed"). The Deed contained access easements to and across the Gillett Bridge, and the intent was for the City to retain ownership of the Gillett Bridge structure, however, the Deed did not expressly do so.

Therefore, in our opinion, while it is clear that the City owns the west half of the Gillett Bridge structure, there is uncertainty as to the City's ownership of the east half of the Gillett Bridge structure.

To enable the City to seek and obtain necessary permits for the Project, it is recommended that ownership of the east half of the Gillett Bridge be clarified. To that end, the attached resolution would effectuate the CAA providing a quitclaim deed to the City, conveying any interest it has in the Gillett Bridge to the City, and granting the requested easement in the form presented with such modifications not materially adverse to the CAA approved as to form by the CAA Executive Director and as to form by legal counsel, allowing the CAA to perform any work it needs to around the base and footings of the Gillett Bridge. The CAA's engineers have reviewed and approved the easement.

We have prepared a quitclaim deed conveying any interest (if any, based on one's interpretation of the deeds) that the CAA may have in the Gillett Bridge to the City and providing an easement for operating, constructing, maintaining, repairing and replacing the Gillett Bridge.

Exhibit A to the attached deed describes the entire tax parcel that the CAA owns. The bridge is a fixture that is appurtenant to this parcel, so Exhibit A is being used in the quitclaim grant of the CAA's interest in the bridge Improvements, rather than any interest in the land. We have added some language to try and make this clear given the bridge's location being mostly on the bottomlands that are adjacent to (yet form a part of) the described real property in Exhibit A.

Exhibit B is a specific, smaller area of the tax parcel for the easement grant to maintain, etc. the bridge. The second page of this exhibit includes a drawing that shows this area.

**GRAND RAPIDS-KENT COUNTY
CONVENTION/ARENA AUTHORITY**

**RESOLUTION CLARIFYING OWNERSHIP OF THE EAST HALF OF
THE GILLETT BRIDGE AND GRANTING EASEMENT RIGHTS TO
THE CITY FOR WORK IN RELATION TO RIVER RESTORATION PROJECT**

Boardmember _____, supported by Boardmember _____,

moved the adoption of the following resolution:

WHEREAS, the Grand Rapids-Kent County Convention Arena Authority (the “CAA”) is an authority created pursuant to Act 203 of the Public Acts of Michigan of 1999, as amended (“Act 203”), with such powers and responsibilities as provided in Act 203, its Articles of Organization and its Bylaws; and

WHEREAS, the City of Grand Rapids, a Michigan municipal corporation, with offices at 300 Monroe Ave. NW, Grand Rapids, MI 49503, (the “City”) conveyed the land on the east side of the Grand River to the CAA pursuant to a Quit Claim Deed dated June 30, 2000 (the “Deed”), and the Deed contained access easements to and across the Gillett Bridge, and the intent was for the City to retain ownership of the Gillett Bridge structure; and

WHEREAS, while it is clear that the City owns the west half of the Gillett Bridge structure, there is uncertainty as to the City’s ownership of the east half of the Gillett Bridge structure; and

WHEREAS, the City is in the process of establishing and confirming all property rights adjacent to the Grand River as part of its Restore the Rapids project and since the intent was for the City to retain ownership of the east half of the Gillett Bridge structure, the City is requesting a quit claim deed from the CAA clarifying the City’s ownership of the east half of the Gillett Bridge structure and granting easements to the City over a portion of CAA land adjacent to the Gillett Bridge, and

WHEREAS, the CAA’s engineers have reviewed and approved the easements.

RESOLVED:

1. That the CAA hereby quit claims to the City a quit claim deed conveying any interest it has in the property, and in particular, the east half of the Gillett Bridge and granting the requested easement in the form presented with such modifications not materially adverse to the CAA approved as to form by the CAA Executive Director and as to form by legal counsel.

2. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are hereby, rescinded to the extent of such conflict.

YEAS: Boardmembers _____

NAYS: Boardmembers _____

ABSTAIN: Boardmembers _____

ABSENT: Boardmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: November 13, 2020

Susan M. Waddell
Administrative Manager/Recording Secretary

CERTIFICATION

I, the undersigned duly qualified and acting Administrative Manager/Recording Secretary of the Grand Rapids-Kent County Convention/Arena Authority (the "CAA"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the CAA Board at a regular meeting held on November 13, 2020, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: November 13, 2020

Susan M. Waddell
Administrative Manager/Recording Secretary

QUIT CLAIM DEED
(Gillett Bridge Improvements and Easement)

KNOW ALL MEN BY THESE PRESENTS: The **Grand Rapids – Kent County Convention/Arena Authority**, an authority organized pursuant to Act 203 of the PA 1999, of 130 West Fulton Street, Grand Rapids, MI 49503, and the **City of Grand Rapids and County of Kent Joint Building Authority**, an authority organized pursuant to Act 31 of the PA 1948, of 300 Monroe Ave. NW, Grand Rapids, MI 49503 (collectively, “Grantors”), for the full consideration of One and no/100 Dollars (\$1.00), QUIT CLAIM to the **City of Grand Rapids**, a Michigan municipal corporation, with offices at 300 Monroe Ave. NW, Grand Rapids, MI 49503 (“Grantee”), Grantors’ entire interest, if any, in that certain bridge structure and related bridge improvements (including, without limitation, the bridge footings and abutments thereof) commonly known as the Gillett Bridge (collectively, the “Gillett Bridge Improvements”) and located on or appertaining to that certain real property owned by Grantors in the City of Grand Rapids, Kent County, Michigan, more particularly described on attached Exhibit A, including any accretions thereto, and the banks, bottomlands and adjacent subsurface lands (collectively, the “Grantors’ Parcel”);

together with a permanent easement in, on, over, under, and through that portion of Grantors’ Parcel more particularly described on attached Exhibit B (the “Easement Area”) for the purpose of accessing, using, operating, constructing, maintaining, repairing and replacing the Gillett Bridge Improvements. Except as expressly provided herein with respect to the repair and replacement of the Gillett Bridge Improvements, Grantee shall have no right to construct or install any structures or other improvements within that portion of the Easement Area located east of the existing riverwall and dockline.

Upon the completion of any work performed pursuant to Grantee’s easement rights hereunder, the remainder of the Grantors’ Parcel shall, to the extent it is damaged or disturbed by the work undertaken pursuant hereto, be restored to substantially the same condition it was in prior to such work at no cost to Grantors. Grantor reserves the right to use that portion of the Easement Area located east of the existing riverwall and dockline if needed to access existing buried foundations and to maintain and repair existing buildings or grounds.

This instrument conveys Grantors’ interest, if any, in the Gillett Bridge Improvements and an easement interest in the Easement Area only. No fee interest in Grantors’ Parcel is conveyed hereby.

This instrument is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(a)

[Signature Pages Follow]

This Quit Claim Deed is dated as of this ____ day of _____, 2020.

Grand Rapids – Kent County Convention/Arena Authority, an
authority organized pursuant to Act 203 of the PA 1999

By:
Name:
Its:

STATE OF MICHIGAN))
 SS.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020,
by _____, the _____ of **Grand Rapids – Kent County
Convention/Arena Authority**, an authority organized pursuant to Act 203 of the PA 1999, on behalf of
said authority.

Print Name: _____
Notary Public, _____ County, MI
Acting in Kent County, MI
My Commission Expires: _____

[Signatures Continued on Following Page]

City of Grand Rapids and County of Kent Joint Building Authority, an authority organized pursuant to Act 31 of the PA 1948

By:
Name:
Its:

STATE OF MICHIGAN))
 SS.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of **City of Grand Rapids and County of Kent Joint Building Authority**, an authority organized pursuant to Act 31 of the PA 1948, on behalf of said authority.

Print Name: _____
Notary Public, _____ County, MI
Acting in Kent County, MI
My Commission Expires: _____

Instrument drafted by, and return to:
Ryan C. Mitchell
Dickinson Wright PLLC
200 Ottawa Avenue, N.W., Suite 1000
Grand Rapids, MI 49503
616-458-1300

EXHIBIT A

Grantors' Parcel

See Attached

EXHIBIT B

Easement Area

See Attached

4817-4951-2368 v3 [60855-343]

GRANTOR'S PROPERTY EXHIBIT A

PROPERTY OWNER: GRAND RAPIDS/KENT COUNTY CONVENTION/ARENA AUTHORITY

PROPERTY ADDRESS: 245 MONROE AVENUE NW

PARCEL NUMBER: 41-13-25-207-024

PARCEL DESCRIPTION:

(AS FURNISHED TITLE COMMITMENT NO. 154771WMS PREPARED BY TRANSNATION TITLE AGENCY OF MICHIGAN DATED AUGUST 14, 2015)

PART OF KENT PLAT & PART OF NE FRL 1/4 OF SEC 25 T7N R12W DESC AS COM 469.88 FT S 1D 17M 56S E ALONG W LINE OF MONROE AVE /100 FT WIDE/ FROM NE COR OF LOT 2 OF KENT PLAT TH S 1D 17M 56S E 561.52 FT TO SE COR OF N 35.66 FT OF LOT 34 OF KENT PLAT TH S 88D 44M 34S W PAR WITH N LINE OF SD LOT 34 & SD N LINE EXT 92.22 FT TH S 1D 17M 56S E 44.42 FT TO N LINE OF LYON ST /66 FT WIDE/ TH S 88D 44M 34S W ALONG SD N LINE 156.31 FT TH N 1D 17M 56S W 29.94 FT TO N LINE OF LYON ST /96 FT WIDE/ TH S 88D 44M 34S W ALONG SD N LINE 280.91 FT TO E DOCK LINE OF GRAND RIVER TH N 3D 21M 54S E ALONG SD DOCK LINE 311.0 FT TH N 5D 21M 17S E ALONG SD DOCK LINE 267.86 FT TH N 88D 42M 04S E 473.10 FT TO BEG.

BASIS OF BEARING FOR SAID EASEMENT: MICHIGAN STATE PLANE SOUTH ZONE COORDINATE SYSTEM, NAD 83, PER KENT COUNTY REMONUMENTATION RECORDS

FISHBECK, THOMPSON, CARR & HUBER, INC.
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 PHONE

EXHIBIT A PAGE 1 OF 1
06/18/20

BRIDGE IMPROVEMENTS EASEMENT EXHIBIT B

BRIDGE IMPROVEMENTS EASEMENT DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 25, T7N, R12W, CITY OF GRAND RAPIDS, KENT COUNTY, MICHIGAN; THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 89°40'12" WEST 1524.97 FEET TO A WITNESS CORNER; THENCE SOUTH 00°19'48" EAST 50.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°40'12" WEST 47.4 FEET TO THE EXISTING WALL AND DOCKLINE; THENCE ALONG SAID EXISTING WALL AND DOCKLINE, SOUTH 07°27'04" WEST 673.2 FEET; THENCE CONTINUING ALONG SAID EXISTING WALL AND DOCKLINE, SOUTH 04°11'14" WEST 283.2 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°48'00" EAST 34.1 FEET; THENCE SOUTH 04°11'14" WEST 59.0 FEET; THENCE NORTH 85°40'43" WEST 34.0 FEET TO THE EXISTING WALL AND DOCKLINE AT A POINT SOUTH 04°11'14" WEST 56.3 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 76°20'52" WEST 34.1 FEET; THENCE SOUTH 89°48'00" WEST 202.2 FEET, MORE OR LESS, TO THE CENTERLINE OF THE GRAND RIVER; THENCE ALONG SAID CENTERLINE, NORTH 04°02'42" EAST 48.1 FEET; THENCE NORTH 89°48'00" EAST 236.0 FEET, MORE OR LESS, TO THE EXISTING WALL AND DOCKLINE AND THE POINT OF BEGINNING.

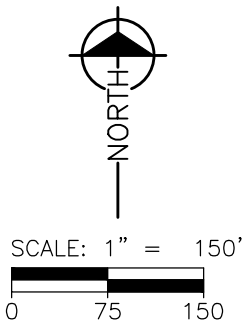
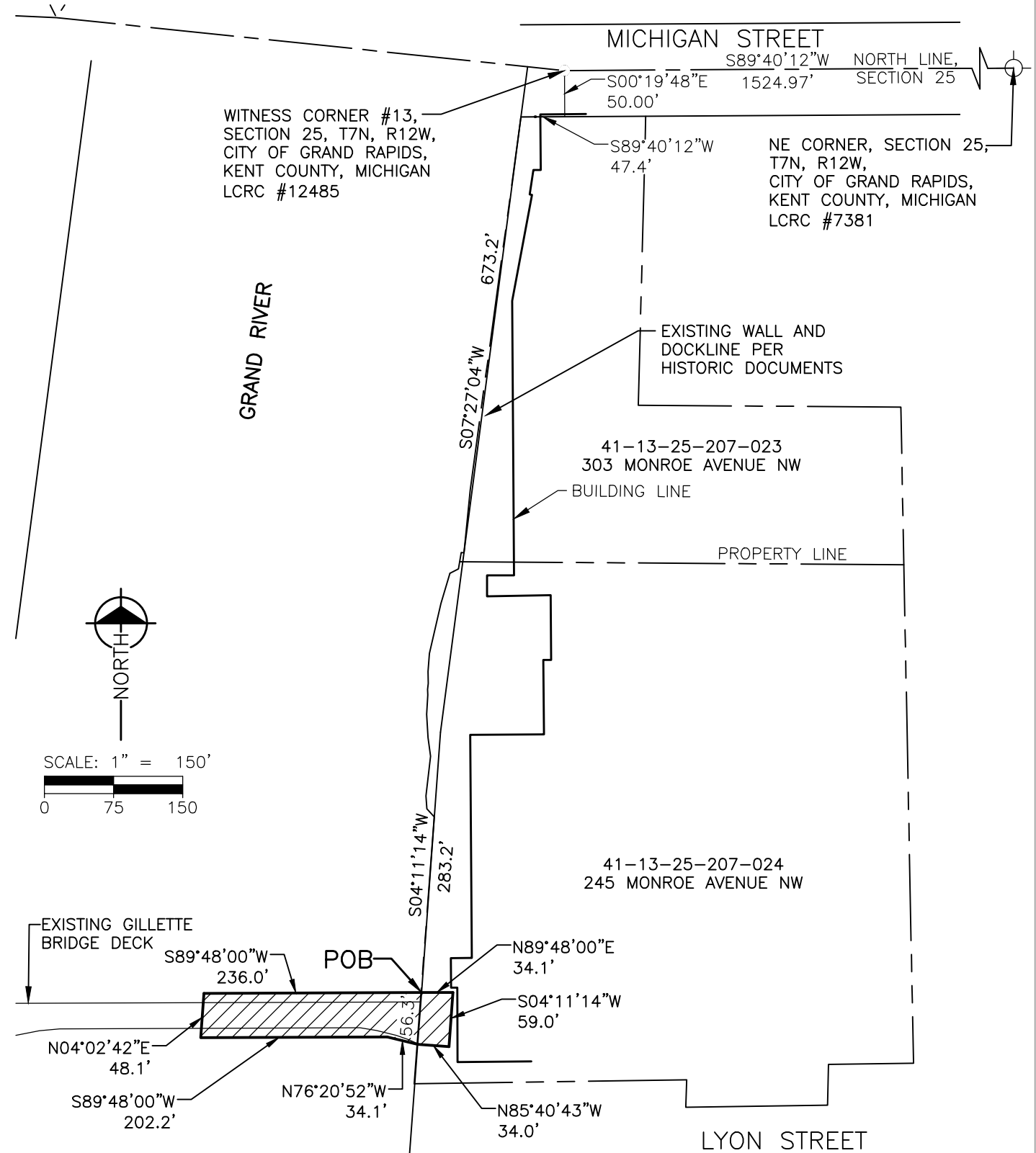
SAID PERMANENT EASEMENT CONTAINS 13,422 SQUARE FEET, MORE OR LESS,

BASIS OF BEARING FOR SAID EASEMENT: MICHIGAN STATE PLANE SOUTH ZONE COORDINATE SYSTEM, NAD 83, PER KENT COUNTY REMONUMENTATION RECORDS

FISHBECK, THOMPSON, CARR & HUBER, INC.
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 PHONE

EXHIBIT B PAGE 1 OF 2
09/26/19

BRIDGE IMPROVEMENTS EASEMENT EXHIBIT B



BASIS OF BEARING FOR SAID EASEMENT: MICHIGAN STATE PLANE SOUTH ZONE COORDINATE SYSTEM, NAD 83, PER KENT COUNTY REMONUMENTATION RECORDS

FISHBECK, THOMPSON, CARR & HUBER, INC.
1515 ARBORETUM DRIVE SE
GRAND RAPIDS, MI 49546
616.575.3824 PHONE

EXHIBIT B PAGE 2 OF 2
09/26/19