

Board of Directors

Wednesday, September 24, 2008 8:00 a.m. - 9:30 a.m. **Kent County Commission Chambers** 300 Monroe Avenue, NW - Grand Rapids, MI

AGENDA

	I.	Call to Order	
onvention	II.	Approval of August 27, 2008, Minutes	Action
even Heacock, Chairman	III.	Committee Reports a. Operations Committee i. Proposal by Progressive AE to Integrate and Oversee Art Installation Project CVP Percent	Action Information
ory McInerney eorge Heartwell sseph Tomaselli w Chamberlin	•	 ii. CVB Report b. Finance Committee i. SMG August 2008 Financial Statements DeVos Place® and Van Andel Arena® ii. CAA August 2008 Financial Statements 	Action Action
	IV.	DeVos Performance Hall® Show Fund	Action
	V.	Resolution Approving and Authorizing Execution of a Memorandum of Agreement with ShowSpan, Inc. Related to	Action

SMG Report and Facilities Calendars

VIII. Next Meeting Date: Wednesday, October 22, 2008

Public Comment

Adjournment

Promotion of the Grand Rapids International Wine & Food Festival

Van Andel Arena® 130 Fulton West Grand Rapids, MI 49503-2601 616.742.6600 Fax 616.742.6197

VI.

VII.

IX.



303 Monroe Ave. NV Grand Rapids, MI 49503-223

616.742.6 Fax 616.742.6

Information



MINUTES OF THE GRAND RAPIDS-KENT COUNTY CONVENTION/ARENA AUTHORITY BOARD OF DIRECTORS MEETING Wednesday, August 27, 2008

I. Call to Order

Joseph Tomaselli, Vice Chair, called the meeting to order at 8:05 a.m. Mr. Tomaselli presided, in the absence of Chair Heacock, and Birgit Klohs, Secretary/Treasurer, recorded the meeting minutes.

Attendance

Members Present:

Lew Chamberlin

Clif Charles

George Heartwell Birgit Klohs Gary McInerney Joseph Tomaselli

Members Absent:

Steve Heacock

Staff/Others:

David Czurak

Grand Rapids Business Journal

Daryl Delabbio

Kent County CVB

George Helmstead

City of Grand Rapids

Kurt Kimball Chris Knape

The Grand Rapids Press SMG

Chris Machuta Rich MacKeigan Eddie Tadlock

SMG SMG CAA

Susan Waddell Jana Wallace

City of Grand Rapids Dickinson Wright

Richard Wendt

II. Minutes of Prior Meeting

Motion: Mr. Heartwell, supported by Ms. Klohs, moved to approve the Minutes of the June 25, 2008, meeting of the Grand Rapids-Kent County Convention/Arena Authority. The motion carried unanimously.

III. Committee Reports

a. Operations Committee

Mr. Chamberlin presented an update on capital improvement projects. SMG will engage a professional consultant to conduct a circulation study before extending the northwest corridor of the Arena's second-floor concourse. A consultant should be able to develop alternatives as to how the congestion in that area could be alleviated, instead of just going forward with construction. The Committee looked at the skywalk as potential sites for artwork installation. The Committee will contact a design professional to ensure a continuity of the spaces and integration of the different pieces of art.

Mr. Helmstead presented a report on recent sales activities and major bid presentations. Doug Small will begin as the new CVB executive director on September 15. The CVB has booked several major conventions, including the International Association of Assessing Officers, International Brotherhood of Magicians, the Association for Improvement of Minorities in the IRS, and the US Figure Skating National Championships. The CVB has enlisted the help of Casey Wondergem to obtain sponsorships for the RCMA convention that will be hosted in January 2009. The sales and marketing teams of SMG, CVB, and Amway Grand Plaza Hotel are meeting to develop a three-year national meeting awareness plan.

b. Finance Committee.

i. SMG Financial Statements for DeVos Place® and Van Andel Arena®

Motion: Ms. Klohs, supported by Mr. Chamberlin, moved to approve the SMG Financial Statements for DeVos Place® and the Van Andel Arena® for the periods ended June 30 and July 31, 2008. After review and discussion, the motion carried unanimously.

ii. CAA Financial Statements

Motion: Ms. Klohs, supported by Mr. Charles, moved to approve the CAA Financial Statements for the periods ended June 30 and July 31, 2008. After review and discussion, the motion carried unanimously.

iii. Renewal of Directors & Officers and Liability Insurance

Ms. Klohs reported that the Finance Committee approved renewal coverage for the CAA D&O and general liability insurance policies. The policies expired on August 23, 2008 and the renewal coverages are basically the same terms and conditions. Both the general liability and D&O liability limits are \$15 million. The renewal premium is \$20,623 and the expiring premium was \$20,258

iv. Fiscal Year 2008 Audit Plan

Patricia Duperron of BDO Seidman attended the Finance Committee meeting to review the BDO audit plan for fiscal year ending June 30, 2008. Ms. Duperron also reviewed the scope and timing of the audit, which should be completed in October. The Financial Committee is interested in BDO's recommendation regarding internal controls, since the CAA is such small organization.

IV. Resolution to Approve Consent to Easement Grant in Connection with the 201 Monroe Avenue Easement Agreement

Attorney Richard Wendt recommended approval of the following resolution:

Boardmember McInerney, supported by Boardmember Klohs, moved the adoption of the following resolution:

WHEREAS, 201 Monroe, LLC (the "Developer") has acquired and plans to renovate and rehabilitate a building located at 245 Monroe Avenue, N.W., formerly known as the River City Building (the "Building"), adjacent to the DeVos Place convention center ("DeVos Place"); and

WHEREAS, the Developer has requested that it obtain several easements in connection with the renovation and rehabilitation of the Building, including (a) a platform easement on the roof of DeVos Place for the placement and maintenance of equipment related to the Building, (b) a tower easement

through and under a portion of DeVos Place for the placement and maintenance of an elevator and stair tower for the Building, (c) a terrace easement for the placement and maintenance of a portion of an outdoor raised terrace, including an egress hall on the main level and an exterior sidewalk/ramp with snowmelt, and (d) an ingress and egress/maintenance and repair easement (collectively, the "Easements"); and

WHEREAS, the Grand Rapids-Kent County Convention/Arena Authority (the "CAA") has had its engineering consultants, Progressive AE ("Progressive"), review the structural drawings and calculations provided to it by Developer's consultant and Progressive has determined as summarized in a letter to the CAA dated August 11, 2008, that the Easements will have no significant structural impact on DeVos Place; and

WHEREAS, the CAA and the Developer mutually selected an independent appraiser, Genzink Appraisal Company ("Genzink"), to provide an independent appraisal of the value of the Easements; and

WHEREAS, Genzink has determined the Easements as described in its appraisal have a market value of \$87,000 and the Developer has offered to pay the CAA \$100,000 for the Easements; and

WHEREAS, while the CAA is responsible for the operation of DeVos Place, title to DeVos Place is in the name of the City-County Building Authority (the "Building Authority") until such time as bonds the Building Authority issued to finance a portion of DeVos Place are retired, at which time the CAA will obtain title to DeVos Place; and

WHEREAS, an Easement Agreement between the Building Authority and the Developer (the "Easement Agreement") has been negotiated with the Developer which the Building Authority has approved and which requires the consent of the CAA as the future title holder of DeVos Place.

RESOLVED:

- 1. That the payment of \$100,000 by the Developer to the CAA for the Easements is approved.
- 2. That the Easement Agreement in the form presented at this meeting is approved and the Chairman or any other officer of the CAA is authorized to execute a consent to the granting of the Easements in a form approved by CAA legal counsel.
- 3. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are hereby, rescinded to the extent of such conflict.

Mr. Tomaselli abstained. Motion carried.

V. <u>Diversity Statement</u>

Mr. Charles presented a proposed diversity statement for the Board's review and comment. After receiving feedback and inquiry, Mr. Charles stated that the diversity group will finalize the statement and will present it to the CAA Board for adoption.

VI. SMG Report and Facilities Calendar

Mr. MacKeigan presented a summary of the upcoming events that will be held at DeVos Place® and the Van Andel Arena®.

Convention/Arena Authority Meeting August 27, 2008 – 4

VII. Public Comment

None.

VIII. Next Meeting Date

The date for next CAA Board meeting is Wednesday, September 24 2008.

IX. Adjournment

There being no other business, the meeting adjourned at 8:55 a.m.

Birgit M. Klohs, Recording Secretary

September 15, 2008

Progressive

Mr. Richard MacKeigan Grand Rapids-Kent County Convention/Arena Authority (CAA) 201 Monroe Avenue, NW Suite 100 Grand Rapids, MI 49503

Re: Proposal for DeVos Place Sky Walk Finishes

Dear Rich:

Thank you for taking the time to discuss your vision for transforming and bringing to life the 2nd floor walkways and corridors of DeVos Place that connect the Amway Grand Plaza Hotel with the Grand Gallery. This letter outlines our understanding of your ambitions and proposes a scope of work to initiate the transformation.

Background and Understanding

The corridor connecting the Amway Grand Plaza Hotel to DeVos Place's Grand Gallery had its surface treatments and finishes deleted during a value engineering process in the original convention center building project. The corridor currently consists of long walls of painted drywall with chair rail, suspended ceiling, and monotone carpet through its full length. The corridor lacks life and interest, and has been identified as an area needing improvement by conventioneers and convention organizers through conference surveys and feedback.

We understand the current objective to be to create a memorable experience for those passing through the corridor, which relates to Grand Rapids and/or West Michigan. One that a visitor takes home with them and shares with others.

Three different concepts for improvement were discussed as follows:

Concept 1 - Static Display - Regional Photography

This concept revolves around a high quality display of regional photography. The source of the photography could be through collaboration with local media (e.g., the GR Press Annual Photo Contest) such that there is little to no cost to obtain the photography. The objective would be to identify the means, method of display, location, lighting, scale, and other display attributes of the photography and a budget for same. A comparable example discussed was the Sister City photography display at the skywalk connection to the JW Marriot.

Concept 2 - Static Display - Regional Heritage

This concept relates to a display of some of the area's history and heritage. This objective would be to showcase some of the region's history (first city with fluoridated water, furniture city, Bissell, Amway, etc.) through multiple means (could be photography, newspaper excerpts, video, etc.). The objective would be to identify the means, method of display, location, lighting, scale, and other attributes of the display and flesh out some of the display concepts.

Progressive AE 1811 4 Mile Road, NE Grand Rapids, MI 49525 2442 616 361 2664 VOICE 616 361 1493 FAX www.progressiveae.com



Mr. Richard MacKeigan September 15, 2008 Page 2

Concept 3 - Multi-Media - Digital/Experiential Zone

This concept is probably the most abstract, impactful, and memorable concept. It could incorporate multi-media and digital elements (audio, video, lighting, cameras, interactive surfaces, etc.) that engage the visitor/passer-through in the environment. The space would be themed to Grand Rapids/West Michigan, and leave an impression with visitors such that when they return home they are telling others "I was at a convention in Grand Rapids (they remember it was in Grand Rapids) and I saw this really cool".

We understand the objective in all cases is that the treatment:

- Is memorable and themed to Grand Rapids/West Michigan;
- Is not delicate or fragile;
- Is not heavy in maintenance (collection requiring a curator);
- Where appropriate, engages the fourth dimension (scent, sound, touch, or other senses).

Scope and Deliverables

Our efforts will entail vetting the concepts discussed above, generating conceptual illustrations of how the concepts could/should be executed, and developing budgets for the work necessary to implement. The deliverable from the process will be a report with zonal diagrams showing where various treatments can or should be applied (incorporating some or all of the concepts in different areas), conceptual illustrations overlaid on a photographic background of the corridors to help visualize the treatments, and budget costs for the various treatment types and zones. We understand that it will be your intent to use the output from this process for communicating the ideas to potential funders of the work. Our initial thoughts are that the final report will be in digital presentation form (think PowerPoint or similar application).

With respect to the digital option, it is our intent to research the various types of technology that could be deployed and experiences that could be created for this application. We would identify three levels of complexity (light, medium, and heavy) with varying degrees of interactivity and application of technology. The various alternatives will be illustrated in a visual format, and we will identify the major system elements and corresponding budgets for each. At this time we are not proposing to design the specific application, but rather benchmark "what's possible" to get direction for further development. Once the direction is established, we would propose engaging technology and theming sub-consultants to design the specific application as a next step.

Compensation and Schedule for Completion

We propose to complete the above-described scope on a time and materials basis with a not to exceed fee of \$9,800 (nine thousand eight hundred dollars) plus expenses (estimated to be less than \$200 (two hundred dollars)). We could complete the work within 4 (four) weeks of your authorization to proceed.

Progressive AE has prepared this proposal including the scope of work, project approach, compensation, and any related sketches or exhibits for Grand Rapids-Kent County Convention/Arena Authority (CAA) only, and we request that it be treated as strictly confidential and not copied or distributed for any reason other than evaluation for hire.



Mr. Richard MacKeigan September 15, 2008 Page 3

We trust the above is consistent with your understanding. Should you have any questions or require any clarifications, please do not hesitate to contact the undersigned.

Sincerely,

PROGRESSIVE ARCHITECTURE ENGINEERING

Bryan W. Koehn, AIA Principal

Director of Design

Bradley H. Thomas, P.E.

President and CEO

BHT/msp 01200300/008 **Enclosures** cc: Progressive AE - Julie Kreuze
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Mr. Richard MacKeigan September 15, 2008 Page 4

Letter of Intent for DeVos Place Sky Walk Finishes

It is the intent of Grand Rapids-Kent County Convention/Arena Authority (CAA) to engage Progressive AE for architectural services for concepts for improvement for the DeVos Place Sky Walk Finishes.

The scope of the project is as defined in the proposal from Progressive AE dated September 15, 2008.

The compensation will be on a time and materials basis with a not to exceed fee of \$9,800 (nine thousand eight hundred dollars) plus expenses (estimated to be less than \$200 (two hundred dollars)). We could complete the work within 4 (four) weeks of your authorization to proceed.

The terms of this Letter of Intent defining scope, schedule, and compensation are automatically incorporated into the Standard Agreement Provisions Professional Services to which this is attached.

Sincerely,		
Date:	: 	1
Grand Rapids-K	ent County Conver	ntion/Arena Authority (CAA)

Schedule of Invoice Rates

Hourly Staff Charges

\$150/hour Class 8 Personnel: **Principals** Experienced Senior Project Managers. Class 7 Personnel: Architects, Engineers, Planners, Landscape Architects, Environmental Specialists, and Construction Administrators \$125/hour Senior Project Managers, Architects, Class 6 Personnel: Engineers, Planners, Landscape Architects, Environmental Specialists, and Construction \$115/hour Administrators Class 5 Personnel: Project Managers, Architects, Engineers, Planners, Landscape Architects, Environmental Specialists, Construction Administrators, Designers, and Surveyors \$100/hour Intermediate Architects, Engineers, Class 4 Personnel: Planners, Designers, Landscape Architects, Construction Administrators, and Surveyors \$80/hour Class 3 Personnel: Graduate Architects, Engineers, Planners, Designers, Architectural Designers, Environmental Analysts, Construction Administrators,

Class 2 Personnel:

Drafters, Technicians, Administrative Assistants, Clerical Technicians, and

Technicians, Senior Drafters, and Surveyors

Surveyors

\$60/hour

\$70/hour

Class 1 Personnel:

Administrative Assistants and Clerical Technicians

\$45/hour

Reimbursable Expenses

- Fees for securing permits and approvals of authorities having jurisdiction over projects at cost.
- 2. Outside consultants at cost plus 10% handling.
- 3. Copies at 10¢ per image. Printing and CAD plotting at 10¢ per square foot. 8-1/2" x 11" color images at \$1 each; large-format color plotting at \$9 per square foot. Facsimiles at 50¢ per page. Postage, telephone, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 58¢ per mile). Field vehicles at 75¢ per mile. Lodging, meals, and airfare at cost. Boat rental at \$40 per day. Nuclear density meters at \$30 per day. Fluke Scopemeter at \$40 per day. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
- 4. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

- Invoices are due and payable within 30 days of receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 60 days of the date of the invoice.
- 2. Special media requests may be at higher rate.
- Hourly staff charges and expenses subject to change annually.

Progressive AE 1811 4 Mile Road, NE Grand Rapids, MI 49525 2442 616 361 2664 VOICE 616 361 1493 FAX www.progressiveae.com

Progressive

STD RATE

July 18, 2008

The parties to this agreement, Progressive AE, Grand Rapids, Michigan, USA, hereinafter called the ARCHITECT, and Grand Rapids-Kent County Convention/Arena Authority (CAA), hereinafter called the OWNER, hereby agree to the following conditions:

- A. <u>Limit of Scope</u>: The services provided by the ARCHITECT shall be limited to those described in the letter proposal dated September 15, 2008.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ARCHITECT are revealed, to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ARCHITECT may call for renegotiation of appropriate portions of the Agreement. The ARCHITECT shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ARCHITECT and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. <u>Additional Services</u>: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.
- D. <u>Standard of Care</u>: Professional Services provided by the ARCHITECT will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed architects and engineers practicing in the State of Michigan. The ARCHITECT shall put forth reasonable professional care to comply with laws, codes, and regulations in effect as of the date of the execution of this Agreement.
- E. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the ARCHITECT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the ARCHITECT's opinions of probable construction costs are made on the basis of the ARCHITECT's professional judgment and experience. The ARCHITECT makes no warranty, express or implied that the bids or the negotiated cost of the work will not vary from the ARCHITECT's opinion of probable construction cost.
- F. <u>Schedule for Rendering Services</u>: The ARCHITECT shall prepare and submit for OWNER approval a schedule for the performance of the ARCHITECT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ARCHITECT's reasonable control.
- G. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the ARCHITECT in the course of and for the purpose of meeting this contract are the property of the ARCHITECT, and shall remain in the possession of the ARCHITECT. The OWNER shall have access to the above named material during normal business hours of the ARCHITECT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER via execution of

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this Agreement. (See Alteration and Reuse of CAD Information provision of this Agreement.)

- H. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the ARCHITECT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ARCHITECT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the ARCHITECT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ARCHITECT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ARCHITECT harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of these materials.
- I. Payment Terms: Invoices will be submitted by the ARCHITECT monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. Invoices past due shall accrue interest at one percent (1%) per month from the original due date.
- J. <u>Disputed Invoices</u>: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ARCHITECT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the ARCHITECT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- K. <u>Abandonment of Work</u>: If any work is abandoned or suspended, the ARCHITECT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- L. <u>Errors and Omissions Insurance</u>: The ARCHITECT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the ARCHITECT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ARCHITECT's negligent acts, errors, or omissions, such that the total aggregate liability of the ARCHITECT to all those named shall not exceed the amount of the ARCHITECT's compensation for the services provided.
- M. Indemnification: The ARCHITECT agrees to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the ARCHITECT in the performance of professional services under this Agreement, to the extent that the ARCHITECT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the ARCHITECT and the OWNER. The ARCHITECT shall not be obligated to indemnify the OWNER for the OWNER's own negligence.

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- N. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ARCHITECT, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ARCHITECT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- O. <u>Dispute Resolution</u>: Prior to mediation, in an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within one (1) year, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

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P. <u>Hiring of Personnel</u>: Owner may not directly hire any employee of the Architect. Owner agrees that it shall not, directly or indirectly solicit any employee of the Architect from accepting employment with Owner, affiliate companies, or competitors of Architect.

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DEVOSPLACE

DE VOS PLACE

FINANCIAL STATEMENT FOR THE PERIOD ENDED AUGUST 31, 2008

Distribution:

Grand Rapids – Kent County Convention / Arena Authority
Robert White
Bob McClintock
Lewis Dawley
Gary McAneney
Howard Feldman
Richard MacKeigan
Chris Machuta



DE VOS PLACE ROLLING FORECAST FISCAL YEAR ENDING JUNE 30, 2009

	YTD Actual	Roll	TOTAL FYE	BUDGET FYE	VARIANCE
NO. EVENTS	75	494	569	569	
ATTENDANCE	37,358	631,617	668,975	668,975	
DIRECT EVENT REVENUE	190,044	2,450,590	2,640,634	2,640,634	
ANCILLARY REVENUE	143,857	2,242,475	2,386,332	2,386,332	
TOTAL EVENT REVENUE	333,901	4,693,065	5,026,966	5,026,966	-
TOTAL OTHER REVENUE	23,847	186,653	210,500	210,500	-
TOTAL OPERATING REVENUE	357,748	4,879,718	5,237,466	5,237,466	
INDIRECT EXPENSES		i i			58
EXECUTIVE	18,920	156,842	175,762	175,762	
FINANCE	39,055	183,246	222,301	222,301	
MARKETING	11,136	94,675	105,811	105,811	_
OPERATIONS	186,093	1,282,321	1,468,414	1,468,414	
EVENT SERVICES	169,642	795,528	965,170	965,170	
BOX OFFICE	14,289	63,337	77,626	77,626	•
SALES	51,205	295,821	347,026	347,026	_
OVERHEAD	242,506	2,011,826	2,254,332	2,254,332	-
TOTAL OPERATING EXP.	732,846	4,883,596	5,616,442	5,616,442	-
NET REVENUE ABOVE EXPENSES	(375,098)	(3,878)	(378,976)	(378,976)	-
INCENTIVE FEE		157,899	157,899	157,899	28
NET OPERATING REVENUE OVER	(375,098)	(161,777)	(536,875)	(536,875)	-
OPERATING EXPENSES			. 4	Λ	

Comments:

DeVos Place has started the new fiscal year a little behind budget overall, however, the gap should begin to close over the next couple of months and the first half of the fiscal year still looks to be successful.

General Manager

Figange Divector

DE VOS PLACE FINANCIAL STATEMENT HIGHLIGHTS FOR MONTH ENDED AUGUST 31, 2008

The following schedule summarizes operating results for the current month ending August 31, 2008 and the YTD ending June 30, 2009, compared to budget and to the prior year:

MONTH	August Actual	August Budget	August FY 2007
Number of Events	49	50	31
Attendance	27,733	43,200	19,574
Direct Event Income	\$152,175	\$152,646	\$108,936
Ancillary Income	110,541	159,608	132,839
Other Income	10,925	17,542	11,206
Indirect Expenses	(327,356)	(392,373)	(338,880)
Net Income	(\$53,713)	(\$62,577)	(\$85,899)

YTD	YTD 2009 Actual	YTD 2009 Budget	YTD 2008 Prior Year
Number of Events	75	72	64
Attendance	37,358	62,800	34,095
Direct Event Income	\$190,044	\$223,386	\$155,865
Ancillary Income	143,856	237,492	171,889
Other Income	23,847	35,083	20,638
Indirect Expenses	(732,845)	(791,165)	(707,432)
Net Income	(\$375,098)	(\$295,204)	(\$359,040)

EVENT INCOME

Event income fell below expected levels for the month.

ANCILLARY INCOMÉ

Ancillary income came in below expected levels for the month as spending on catering and electrical was not what was expected.

INDIRECT EXPENSES

Indirect expenses came in below budget for the month, most of the savings was due to a year end accrual that did not get made in July with the new accounting software change. Overall through the first two months of the fiscal year, we are under budget, but consistent with years past.

DeVos Place Income Statement For the Two Months Ending August 31, 2008

	Current Month(Year to Date			Year to Date
	Actual	Budget	Variance	Prior Year	Actual	Budget	Variance	Prior Year
			980					
Event Income								
Direct Event Income								
Rental Income	\$154,667	\$152,325	\$2,342	\$0	\$205,224	\$226,375	(\$21,151)	\$0
Service Revenue	147,510	30,555	116,955	0	177,270	56,020	121,250	0
Service Expenses	(150,002)	(30,234)	(119,768)	0	(192,450)	(59,009)	(133,441)	0
Total Direct Event income	152,175	152,646	(471)	0	190,044	223,386	(33,342)	0
Ancillary Income								
F&B Concession	3,230	10,484	(7,254)	0	7,227	14,883	(7 GEG)	0
F&B Catering	53,342	79,418	(26,076)	0	70,073	118,952	(7,656) (48,879)	0
Novelty Sales	1,914	1,220	694	0	1,914		102	0
Booth Cleaning	2,675	22,787	(20,112)	0		1,812		0
Electrical Services	6,977	26,662			5,675	33,866	(28,191)	
Audio Visual	36,383	19,037	(19,685)	0	13,185	39,709	(26,524)	0
Internet Services	730	-	17,346	0	39,086	28,270	10,816	0
Equipment Rental	5,290	0	730 5,290	0	(3,759)	0	(3,759)	0
		 -	5,290		10,455 		10,455	
Total Ancillary Income	110,541	159,608	(49,067)		143,856	237,492	(93,636)	0
Other Event Income								
Ticket Rebates(Per Event)	8,209	12,083	(3,874)	0	18,094	24,167	(6,073)	0
Total Other Event Income	8,209	12,083	(3,874)	- 0	18,094	24,167	(6,073)	0
Total Front Income	270.005	204 207	(50.440)					
Total Event Income	270,925	324,337 	(53,412)	0	351,994 	485,045	(133,051)	0
Other Operating Income								
Luxury Box Agreements	2,600	3,167	(567)	0	5,200	6,333	(1,133)	0
Other Income	116	2,292	(2,176)	ő	553	4,583	(4,030)	ő
Total Other Operating Income	2,716	5,459	(2,743)	0	5,753	10,916	(5,163)	0
Adjusted Gross Income	273,641	329,796	(56,155)	0	357,747	495,961	(138,214)	0
Operating Expenses								
Salaries and Wages	215,099	223,208	(8,109)	0	367,897	446,415	(78,518)	0
Payroll Taxes and Benefits	65,036	57,600	7,436	0	101,112	115,201	(14,089)	0
Labor Allocations to Events	(122,981)	(115,821) 	(7,160) 	0	(163,760)	(231,642)	67,882	0
Net Salaries and Benefits	157,154	164,987	(7,833)	0	305,249	329,974	(24,725)	0
Contracted Services	29,835	21,200	8,635	0	61 227	42 400	10 027	0
General and Administrative	32,623	27,100			61,237	42,400	18,837	
Operations	1,238	5,555	5,523 (4.317)	0	52,235	55,700 11 110	(3,465)	0
Repair and Maintenance			(4,317)		4,684 73.555	11,110	(6,426)	
Operational Supplies	30,007	41,941	(11,934)	0	73,555	83,882	(10,327)	0
Insurance	(24,054)	26,333	(50,387)	0	25,600	52,667	(27,067)	0
Utilities	14,324	17,099	(2,775)	0	25,516	30,115	(4,599)	0
	73,006	75,000	(1,994)	0	158,324	159,000	(676)	0
SMG Management Fees	13,223	13,158	65 		26,445 	26,317	128	
Total Operating Expenses	327,356	392,373	(65,017) 	0	732,845 	791,165	(58,320) 	0
Net Income(Loss) From Operation	(53,713)	(62,577)	8,862	0	(375,098)	(295,204)	(79,894)	0
Other Non-Operating Expenses					-		12	
								

SMG DeVos Place Grand Rapids - Kent County Convention/Arena Authority Year to Date Event Summary Report For Month Ended August 31, 2008

		s/Days	Attenda	nce	Total Event	Income
Event Type	Actual	Budget	Actual	Budget	Actual	Budget
Convention/Trade Shows	18	23	7,350	18,000	115,529	182,655
Consumer/Gated Shows	3	5	7,350	12,100	39,017	59,564
Devos Performance Hall	14	11	13,023	15,000	78,890	92,816
Banquets	5	5	1,055	2,600	18,868	26,309
Meetings	31	23	8,025	11,400	93,846	100,043
Other	4	5	555	3,700	3,903	23,658
GRAND TOTALS	75	72	37,358	62,800	350,053	485,045
As Percentage of Overall						
Convention/Trade Shows	24.00%	31.94%	19.67%	28.66%	33.00%	37.66%
Consumer/Gated Shows	4.00%	6.94%	19.67%	19.27%	11.15%	12.28%
Devos Performance Hall	18.67%	15.28%	34.86%	23.89%	22.54%	19.14%
Ballroom Exclusive	6.67%	6.94%	2.82%	4.14%	5.39%	5.42%
Meetings	41.33%	31.94%	21.48%	18.15%	26.81%	20.63%
Other	5.33%	6.94%	1.49%	5.89%	1.11%	4.88%

SMG - DeVos Place Grand Rapids - Kent County Convention/Arena Authority Statement of Financial Position For Month Ended August 31, 2008

ASSETS			
CURRENT ASSETS:			
CASH	258,318		
ACCOUNTS RECEIVABLE	533,453		
PREPAID EXPENSES	176,602		
TOTAL CURRENT ASSETS	***************************************	968,373	
INTANGIBLE ASSETS			
CONTRACT RIGHTS			
TOTAL INTANGIBLE ASSETS		v=-	
TOTAL INTANGIBLE ASSETS			
TOTAL ASSETS			968,373
		=	
LIABILITY & EQUITY			
CURRENT LIABILITIES:			
ACCOUNTS PAYABLE	129,996		
ACCRUED EXPENSES	291,638		3
DEFERRED INCOME	66,832		
ADVANCED DEPOSITS	276,684		
REFUND LIABILITY	9,716		
ADVANCED TICKET SALES	152,715		
TOTAL CURRENT LIAB.	W	927,582	
FUND EQUITY			
FUNDING TO CAA			
FUNDING FROM CAA	144,207		
CURRENT YEAR EARNINGS	(381,707)		
AMOUNT DUE CAA	278,291		
TOTAL FUND EQUITY		40,791	
œ	_		
TOTAL LIAB & EQUITY		==	968,373

SMG - DeVos Place Grand Rapids - Kent County Convention/Arena Authority Summary of Accounts Receivable For Month Ended August 31, 2008

G	
Current - Under 30 Days	
Food & Beverage	56,572
Ticketing	29,162
Decorating	3,000
Audio/Visual	33,679
Operating	240,781
Over 30 Days	108,941
Over 60 Days	46,184
Over 90 Days	
Donnell Productions	5 726
	5,736
Paragon Leather	2,110
Saigon Entertainment	5,002
Grinder Promotions	2,286
Total Accounts Receivable	533,453

SMG - Van Andel Arena & DeVos Place Grand Rapids - Kent County Convention/Arena Authority Management Fee Summary Fiscal Year Ending June 30, 2009

MANAGEMENT FEE SUMMARY

Net Revenue above Expenses Benchmark Excess	Arena Estimate 1,413,711 1,413,711	DeVos Place Estimate (378,977) (378,977)	Total Estimate 1,034,734 700,000 334,734	FY 2008 Actual 1,160,026 700,000 460,026
Incentive Fee Calculation (Only if al	ove greater that	n zero)		
	Arena Estimate	DeVos Place Estimate	Total Estimate	Total Estimate
Base Fee	158,672	158,672	317,343	308,100
Incentive Fee				
Revenue	5,327,210	5,237,438	10,564,648	10,470,466
Benchmark Revenue	4,700,000	4,100,000	8,800,000	8,700,000
Revenue Excess Incentive Fee **	627,210 158,672	1,137,438 158,672	1,764,648 317,343	1,770,466 308,100
Total SMG Management Fee	317,343	317,343	634,686	613,200

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



VAN ANDEL ARENA

FINANCIAL STATEMENT FOR THE PERIOD ENDED AUGUST 31, 2008

Distribution:

Grand Rapids – Kent County Convention / Arena Authority Robert White Bob McClintock Lewis Dawley Gary McAneney Howard Feldman Richard MacKeigan Chris Machuta



VAN ANDEL ARENA ROLLING FORECAST FISCAL YEAR ENDING JUNE 30, 2009

		YTD	ROLL	TOTAL FYE	BUDGET FYE	VARIANCE
NO. EVENTS		4	114	118	- 118	
ATTENDANCE		24,565	641,435	666,000	666,000	, ·
DIRECT EVENT INCOME		119,562	1,159,629	1,279,191	1,279,191	· ·
ANCILLARY INCOME		77,911	1,520,108	1,598,019	1,598,019	•
TOTAL EVENT INCOME		197,473	2,679,737	2,877,210	2,877,210	•
TOTAL OTHER INCOME		362,977	2,087,023	2,450,000	2,450,000	
TOTAL INCOME		560,449	4,766,760	5,327,210	5,327,210	-
INDIRECT EXPENSES						
EXECUTIVE		30,740	140,758	171,498	171,498	-
FINANCE		32,781	179,780	212,561	212,561	
MARKETING		39,916	236,042	275,958	275,958	-
OPERATIONS		273,689	1,299,612	1,573,301	1,573,301	. >
BOX OFFICE		17,457	102,920	120,377	120,377	•
LUXURY SEATING		13,008	104,290	117,298	117,298	-
SKYWALK ADMIN		9,980	29,876	39,856	39,856	77 ·
OVERHEAD	a	176,650	1,226,000	1,402,650	1,402,650	
TOTAL INDIRECT EXP.		594,220	3,319,278	3,913,499	3,913,499	
NET REVENUE ABOVE EX	(PENSES	(33,771)	1,447,482	1,413,711	1,413,711	•
LESS INCENTIVE FEE		27	158,672	158,672	157,899	(773)
NET REVENUE ABOVE EX	PENSES AFTER INCENTIVE	(33,771)	1,288,810	1,255,039	1,255,812	(773)
				A 1		

Comments:

The Arena performed consistent with budget for the month of August as two concerts were hosted during the month. While it has been a slow start to the fiscal year with only 4 events days overall through the first two months, the balance of the first half looks to be strong overall.

Ganaral Managari

Director of Finance

VAN ANDEL ARENA FINANCIAL STATEMENT HIGHLIGHTS FOR MONTH ENDED AUGUST 31,2008

The following schedule summarizes operating results for the current month ending August 31, 2008 and the YTD ending June 30, 2009 compared to budget and to the prior year:

MONTH	August Actual	August Budget	August FY 2007
Number of Events	3	2	0
Attendance	17,611	16,000	0
Direct Event Income	\$110,569	\$72,938	\$0
Ancillary Income	53,233	67,316	0
Other Income	198,350	201,000	183,173
Indirect Expenses	(307,953)	(287,466)	(302,416)
Net Income	\$54,200	\$53,788	(\$119,243)

YTD	YTD 2009 Actual	YTD 2009 Budget	YTD 2008 Prior Year
Number of Events	4	3	4
Attendance	24,565	24,000	31,753
Direct Event Income	\$119,562	\$109,406	\$118,924
Ancillary Income	77,911	100,974	124,702
Other Income	362,977	402,000	391,890
Indirect Expenses	(594,220)	(582,549)	(555,015)
Net Income	(\$33,771)	\$29,831	\$80,501

EVENT INCOME

Event income came in ahead of budget for the month as the two concerts hosted during the month proved to be successful dates when compared to an average concert, however, fell below the expectations that were had for the individual shows based on past performance.

ANCILLARY INCOME

Ancillary income came in lower than budget for the month. While the Def Leppard concert performed very strong, it did not offset the expectedly low per caps for Neil Diamond.

INDIRECT EXPENSES

Indirect expenses came in at expected levels for the month.

Van Andel Arena Income Statement For the Two Months Ending August 31, 2008

	Current Month Actual	Current Month Budget	Variance	Current Month Prior Year	Year to Date Actual	Year to Date	Variance	Year to Date
	Actual	Duuget	V at latice	riioi i ear	Actual	Budget	variance	Prior Year
	340							
Event Income								
Direct Event Income	. 5							
Rental Income	94,597	65,000	29,597		96,222	97,500	(1,278)	0
Service Revenue	130,786	98,752	32,034	0	180,924	148,128	32,796	. 0
Service Expenses	(114,814)	(90,814)	(24,000)	0	(157,585)	(136,222)	(21,363)	0
Total Direct Event Income	110,569	72,938	37,631	0	119,561	109,406	10,155	0
Ancillary Income								
F&B Concession	40,230	44,520	(4,290)	0	50.026	66 700	(6.044)	0
F&B Catering	4,425	5,796			59,836	66,780	(6,944)	0
Novelty Sales		•	(1,372)		6,062	8,694	(2,632)	0
Novelly Sales	8,578	17,000	(8,422)	0	12,013	25,500	(13,487)	0
Total Ancillary Income	53,233	67,316	(14,083)	0	77,911	100,974	(23,063)	0
Total Event Income	187,456	182,337	5,119	0	232,907	294,547	(61,640)	

Other Operating Income				99	QI.			
Luxury Box Agreements	112,273	96,833	15,440	0	205,598	193,667	11,931	0
Ticket Rebates(Per Event)	23,653	42,083	(18,430)	0	35,435	84,167	(48,732)	ō
Advertising	54,813	51,667	3,146	0	107,313	103,333	3,979	ő
Other Income	7,611	10,417	(2,805)	-	14,632	20,833	(6,202)	0
Total Other Operating Income	198,350	201,000	(2,649)	0	362,978	402,000	(39,024)	0
			***************************************		*********			
Adjusted Gross Income	362,153	341,254	20,899	0	560,449	612,380	(51,931)	0
ii								
Operating Expenses								
Salaries and Wages	186,034	150,447	35,587	0	303,463	300,895	2,569	0
Payroll Taxes and Benefits	46,689	44,854	1,835	€ 0	72,707	89,709	(17,002)	0
Labor Allocations to Events	(65,031)	(72,236)	7,205	0	(97,459)	(144,473)	47,014	0
Net Salaries and Benefits	167,692	123,065	44,627	0	278,711	246,130	32,581	0
					*			
Contracted Services	19,527	23,800	(4,273)	0	55,361	47,600	7,761	0
General and Administrative	23,482	28,750	(5,268)	0	43,681	57,500	(13,819)	0
Operations	393	2,933	(2,540)	0	5,917	14,867	(8,950)	0
Repair and Maintenance	12,608	18,667	(6,058)	jag 0	29,186	37,333	(8,148)	0
Operational Supplies	5,347	18,342	(12,995)	0	27,704	36,683	(8,980)	0
Insurance	5,715	5,435	280	0	9,569	9,485	84	0
Utilities	59,967	53,317	6,650	0	117,646	106,634	11,012	0
SMG Management Fees	13,223	13,158	65	. 0	26,445	26,316	129	0
Total Operating Expenses	307,953	287,466	20,487	0	594,220	582,549	11,671	0
9.00	***************************************		***************	**************				
Net Income(Loss) From Operations	54,200	53,788	413	0	(33,771)	29,831	(63,602)	0
Other Non-Operating Expenses			14				•	58
operating unperiors							***************************************	
Adjusted Net Income(Loss)	54,200	53,788	413	0	(33,771)	29,831	(63,602)	0

SMG - Van Andel Arena Grand Rapids - Kent County Convention/Arena Authority Summary of Accounts Receivable Month Ending August 31, 2008

	Events	s/Days		Attendar	ice	Total Event	Income
Event Type	Actual	Budget		Actual	Budget	Actual	Budget
Family Show							
Sporting Event							
Concert	3	3		24,415	24,000	196,234	210,380
Team Home Games					2.5		
Other	1		*	150	2	1,239	
GRAND TOTALS	4	3		24,565	24,000	197,473	210,380
As Percentage of Overall						ar D = E	
Family Show	0.00%	0.00%		0.00%	0.00%	0.00%	0.00%
Sporting Event	0.00%	0.00%		0.00%	0.00%	0.00%	0.00%
Concert	75.00%	100.00%		99.39%	100.00%	99.37%	100.00%
Team Home Games	0.00%	0.00%		0.00%	0.00%	0.00%	0.00%
Other	25.00%	0.00%		0.61%	0.00%	0.63%	0.00%

SMG - Van Andel Arena Grand Rapids - Kent County Convention/Arena Authority Summary of Accounts Receivable Month Ending August 31, 2008

ASSETS			
CURRENT ASSETS: CASH ACCOUNTS RECEIVABLE PREPAID EXPENSES TOTAL CURRENT ASSETS	3,653,743 497,844 158,794	4,310,380	
INTANGIBLE ASSETS CONTRACT RIGHTS TOTAL INTANGIBLE ASSETS		-	
TOTAL ASSETS	a a	<u>*</u>	4,310,380
LIABILITY & EQUITY			
CURRENT LIABILITIES: ACCOUNTS PAYABLE ACCRUED EXPENSES DEFERRED INCOME ADVANCED TICKET SALES TOTAL CURRENT LIAB.	97,981 479,227 1,908,908 1,218,808	3,704,924	
FUND EQUITY FUNDS REMITTED FUNDING RECEIVED FROM CAA CURRENT YEAR EARNINGS AMOUNT DUE CAA TOTAL FUND EQUITY	(100,000) 109,127 (33,771) 630,101	605,457	
TOTAL LIAB & EQUITY		2	4,310,380

SMG - Van Andel Arena Grand Rapids - Kent County Convention/Arena Authority Summary of Accounts Receivable Month Ending August 31, 2008

Current - Under 30 Days	
Food & Beverage	64,646
Ticketing	190,512
Merchandise	-
Permanent Advertising	525
Operating	44,862
nei 2 g II	
Over 30 Days	184,374
Over 60 Days	13,450
8	
Over 90 Days	
Total Accounts Receivable	497,844

SMG - Van Andel Arena & DeVos Place Grand Rapids - Kent County Convention/Arena Authority Management Fee Summary Fiscal Year Ending June 30, 2009

MANAGEMENT FEE SUMMARY

	Arena Estimate	DeVos Place Estimate	Total Estimate	FY 2008 Actual
Net Revenue above Expenses Benchmark	1,413,711	(378,977)	1,034,734 700,000	1,160,026 700,000
Excess	1,413,711	(378,977)	334,734	460,026

Incentive Fee Calculation (Only if above greater than zero)

		Arena Estimate	DeVos Place Estimate	Total Estimate	i .	Total Estimate
Base Fe	ee	158,672	158,672	317,343		308,100
Incentiv	ve Fee					
	Revenue	5,327,210	5,237,438	10,564,648		10,470,466
	Benchmark Revenue	4,700,000	4,100,000	8,800,000	_	8,700,000
	Revenue Excess	627,210	1,137,438	1,764,648		1,770,466
	Incentive Fee **	158,672	158,672	317,343	_	308,100
Total S	MG Management Fee	317,343	317,343	634,686	p 25	613,200

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



Memorandum

To:

CAA Board Members

From:

Susan Waddell, Administrative Manager

Date:

September 19, 2008

Convention

Arena Authority

Re:

CAA Financial Statements

Steven Heacock.

The following is a summary of financial activity in the two operating accounts as of August 31, 2008:

Chairman Birgit Klohs Clif Charles

Gary McInerney

George Heartwell Joseph Tomaselli

Lew Chamberlin

1050: Operations	1070: Kent County Operating
\$550,638.51	\$21,788,484.90
<u>4,745.67</u>	<u>67,741.46</u>
555,384.18	21,856,226.36
<u>-97,871.86</u>	0.00
<u>\$457,512.32</u>	\$21,856,226.36
	\$550,638.51 <u>4,745.67</u> 555,384.18 <u>-97,871.86</u>

- Interest earnings are below budget due to delay in receiving fund ledger from Kent County Treasurer's office.
- The land lease line item is over budget due to receipt of catch-up payments.
- Miscellaneous revenue reflects the 201 Monroe easement consideration from 201 Monroe LLC.
- Pedestrian safety and parking management are under budget due to the timing of invoices.

If you have any questions or would like additional information, please contact me at 742-6594 or swaddell@smggr.com. Thank you.



Andel Arena® 30 Fulton West Grand Rapids, MI 49503-2601 616.742.6600 Fax 616.742.6197

303 Monroe Ave Grand Rapids, MI 49503-2233

616.742.650(Fax 616.742.659(



10:01 AM 09/15/08 Accrual Basis

Grand Rapids-Kent County Convention/Arena Authority Balance Sheet

As of August 31, 2008

[20] [10] [10] [10] [10] [10] [10] [10] [1	Aug 31, 08
ASSETS	
Current Assets Checking/Savings	
1040 · Cash - Operations - SMG 1050 · Operations - Cash	4,068,974.10 457,512.32
Total Checking/Savings	4,526,486.42
Other Current Assets	
1070 · Kent County - Operating 1200 · Accounts Receivable 1300 · Prepaid Expenses 1600 · Advances/Deposits Receivable	21,856,226.36 1,424,324.17 161,220.35 -3,950,000.07
Total Other Current Assets	19,491,770.81
Total Current Assets	24,018,257.23
Fixed Assets Buildings & Structures Depreciation	-41,778.69
Original Cost	322,431.00
Total Buildings & Structures	280,652.31
Equip Depreciation Original Cost	-589,296.08 969,236.60
Total Equip	379,940.52
Vehicles	43,914.30
Total Fixed Assets	704,507.13
TOTAL ASSETS	24,722,764.36
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable	
2000 · Accounts Payable 2005 · Accounts payable - SMG	146,970.43 598,094.17
Total Accounts Payable	745,064.60
Other Current Liabilities	
2200 · Accrued Expenses	803,918.61
2210 · Advance Ticket Sales	1,993,226.73
2220 · Advance deposits	291,205.00
2500 · Deferred facility income 2700 · Entertainment Equipment Reserve	906,555.74 80,000.00
Total Other Current Liabilities	4,074,906.08
Total Current Liabilities	4,819,970.68
Total Liabilities	4,819,970.68
: [12] [12] [12] [12] [12] [12] [12] [12]	
Equity 3000 · Opening Bal Equity 3900 · Retained Earnings	37,035,584.45 -16,934,027.89
Net Income	-198,762.88
Total Equity	19,902,793.68
TOTAL LIABILITIES & EQUITY	SHE SHOULD SHEET IN

10:02 AM

09/15/08

Accrual Basis

Grand Rapids-Kent County Convention/Arena Authority Profit & Loss Budget vs. Actual July through August 2008

Income	Jul - Aug 08	Budget	\$ Over Budget	% of Budget
4500 · Interest on Investments 4540 · Land Lease 4545 · Parking Revenues 4550 · Miscellaneous Revenue	68,578.63 79,670.00 53,463.25 99,920.00	123,666.00 23,536.00 154,700.00	-55,087.37 56,134.00 -101,236.75	55.59 338.59 34.69
Total Income	301,631.88	301,902.00		
Expense 6000 · Professional Services 6001 · Accounting/Auditing Services 6040 · Legal Services Total 6000 · Professional Services	1,221.12 28,103.30	6,332.00 5,832.00	-270.12 -5,110.88 22,271.30	99.99 19.3% 481.9%
	29,324.42	12,164.00	17,160.42	241,1%
6060 · Other Contractual Services 6065 · Pedestrian Safety 6068 · Parking Management 6100 · Other Supplies & Expenses 6110 · Meeting Expense	26,695.33 768.00 17,794.00	48,166.00 14,538.00 46,914.00	-21,470.67 -13,770.00 -29,120.00	55.4% 5.3% 37.9%
6120 · Supplies	31.38 0.00	1,666.00 832.00	-1,634.62 -832.00	1.9% 0.0%
Total 6100 · Other Supplies & Expenses	31.38	2,498.00	-2,466.62	1.3%
6160 · Facility Repair and Maintenance 6200 · Capital Replacement Projects 6210 · F&B Repair & Maintenance 6300 · Utilities Expense	0.00 113,326.19 0.00	10,832.00 307,350.00 7,500.00	-10,832.00 -194,023.81 -7,500.00	0.0% 36.9% 0.0%
6301 · Electricity 6310 · Natural Gas 6320 · Steam 6340 · Water & Sewer	254,377.82 881.86 15,016.95 20,518.96	149,130.00 1,834.00 34,296.00 18,750.00	105,247.82 -952.14 -19,279.05 1.768.96	170.6% 48.1% 43.8%
Total 6300 · Utilities Expense	290,795.59	204,010.00		109.4%
8000 · Personal Services 8001 · Employee Wages 8030 · Employee Benefits	16,916.17 4,743.68	6,766.00 3.410.00	86,785.59 10,150.17 1,333.68	142.5% 250.0%
Total 8000 · Personal Services	21,659.85	10,176.00		139.1%
Total Expense	500.004.70		11,483.85	212.9%
Income	500,394.76	664,148.00	-163,753.24	75.3%
mcome	-198,762.88	-362,246.00	163,483.12	54.9%

10:03 AM

09/15/08

Accrual Basis

Grand Rapids-Kent County Convention/Arena Authority Profit & Loss Prev Year Comparison July through August 2008

	Jul - Aug 08	Jul - Aug 07	\$ Change	% Change
Income 4500 · Interest on Investments 4540 · Land Lease 4545 · Parking Revenues 4550 · Miscellaneous Revenue	68,578.63 79,670.00 53,463.25 99,920.00	89,827.26 4,922.00 20,177.50 0.00	-21,248.63 74,748.00 33,285.75 99,920.00	-23.7% 1,518.7% 165.0% 100.0%
Total Income	301,631.88	114,926.76	186,705.12	162.5%
Expense 6000 · Professional Services 6001 · Accounting/Auditing Services 6040 · Legal Services	1,221.12 28,103.30	109.32 341.00	1,111.80 27,762.30	1,017.0% 8,141.4%
Total 6000 · Professional Services	29,324.42	450.32	28,874.10	6,411.9%
6060 · Other Contractual Services 6065 · Pedestrian Safety 6068 · Parking Management 6100 · Other Supplies & Expenses	26,695.33 768.00 17,794.00	-509.19 0.00 0.00	27,204.52 768.00 17,794.00	5,342.7% 100.0% 100.0%
6010 · Bank Fees 6030 · Insurance-Property/Liability 6110 · Meeting Expense 6120 · Supplies	0.00 0.00 31.38 0.00	466.09 20,258.00 28.98 260.95	-466.09 -20,258.00 2.40 -260.95	-100.0% -100.0% 8.3% -100.0%
Total 6100 · Other Supplies & Expenses	31.38	21,014.02	-20,982.64	-100.0%
6200 · Capital Replacement Projects 6210 · F&B Repair & Maintenance 6300 · Utilities Expense	113,326.19 0.00	242,620.83 4,735.53	-129,294.64 -4,735.53	-53.3% -100.0%
6301 · Electricity 6310 · Natural Gas 6320 · Steam 6340 · Water & Sewer	254,377.82 881.86 15,016.95 20,518.96	138,040.78 992.93 18,667.67 21,552.22	116,337.04 -111.07 -3,650.72 -1,033.26	84.3% -11.2% -19.6% -4.8%
Total 6300 · Utilities Expense	290,795.59	179,253.60	111,541.99	
8000 · Personal Services 8001 · Employee Wages 8030 · Employee Benefits	16,916.17 4,743.68	11,505.55 4,569.31	5,410.62 174.37	62.2% 47.0% 3.8%
Total 8000 · Personal Services	21,659.85	16,074.86	5,584.99	34.7%
Total Expense	500,394.76	463,639,97	36,754.79	7.9%
et Income	-198,762.88	-348,713.21	149,950.33	43.0%

GRAND RAPIDS-KENT COUNTY CONVENTION/ARENA AUTHORITY

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH SHOW MICHIGAN CORPORATION D/B/A SHOWSPAN, INC. RELATED TO PROMOTION OF THE GRAND RAPIDS INTERNATIONAL WINE AND FOOD FESTIVAL

Боа	rdmember, supported by Boardmember, moved
the adoption	n of the following resolution:
wh	IEREAS, the Grand Rapids-Kent County Convention/Arena Authority (the "CAA")
	d operates DeVos Place (the "Facility"); and
WH	IEREAS, Show Michigan Corporation d/b/a ShowSpan, Inc. ("ShowSpan") is a
promoter, p	roducer and manager for consumer shows and events.
WH	EREAS, the CAA and ShowSpan have determined to co-promote and co-own an
annual wine	e and food event at the Facility to be known as the "Grand Rapids International Wine
	stival" pursuant to a Memorandum of Agreement (the "Agreement") in the form this meeting.
NO	W, THEREFORE, BE IT RESOLVED:
1.	That the Agreement is approved and the Chairman is authorized and directed to
execute the	Agreement for and on behalf of the CAA.
2.	That all resolutions or parts of resolutions insofar as they conflict with the
provisions o	f this resolution be and the same are rescinded.
YEAS:	Boardmembers
NAYS:	Boardmembers

ABSTAIN:	Boardmembers		
ABSENT:	Boardmembers	97 E.	
RESOLUTION	ON DECLARED ADOPTED.		0.6
Dated: Septe	mber 24, 2008		
		Susan M. Waddell Administrative Manag	er/Recording Secretary

CERTIFICATION

I, the undersigned duly qualified and acting Administrative Manager 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 Board of Directors of the CAA at a meeting held on September 24, 2008, and that public notice of said meeting was given pursuant to Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: September 24, 2008

Susan M. Waddell
Administrative Manager/Recording Secretary

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT the ("Agreement") dated as of ______, 2008, is entered into by the GRAND RAPIDS-KENT COUNTY CONVENTION/ARENA AUTHORITY, a statutory authority created pursuant to Act 203 of the Public Acts of Michigan of 1999 (the "CAA"), with offices located at Suite 100, 201 Monroe Avenue, N.W., Grand Rapids, Michigan 49503 and SHOW MICHIGAN CORPORATION D/B/A SHOWSPAN, INC., a Michigan corporation ("ShowSpan"), with offices located at 2121 Celebration Drive, N.E., Grand Rapids, Michigan 49525.

RECITALS

- A. The CAA controls and operates a convention center facility known as "DeVos Place" located at 201 Monroe Avenue, N.W, in the City of Grand Rapids, Michigan (the "Facility").
- B. The operation of the Facility is managed by SMG pursuant to a Management Agreement dated July 1, 2006, between the CAA and SMG.
 - C. ShowSpan is a promoter, producer and manager for consumer shows and events.
- D. The CAA and ShowSpan have determined to co-promote and co-own an annual consumer wine and food event (the "WF Event") at the Facility pursuant to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the benefits each receives pursuant to this Agreement, the CAA and ShowSpan agree as follows:

- 1. Co-promotion/Co-ownership. Subject to the terms and conditions of this Agreement, the CAA and ShowSpan shall co-promote and co-own the WF Event at the Facility. During the term of this Agreement, neither party shall own, promote, operate or manage an event similar to the WF Event in Allegan County, Kent County, Muskegon County or Ottawa County, Michigan without the prior written approval of the other party.
- 2. Name of WF Event. The WF Event shall be known as the "Grand Rapids International Wine & Food Festival" and neither party shall use such name except in accordance with the terms of the Agreement or, otherwise, with the prior written approval of the other party.
- 3. Term. This Agreement shall have an initial term commencing on the date hereof and ending March 31, 2011. During the initial term the parties agree to co-promote the WF Event at the Facility annually during the 2008, 2009 and 2010 calendar year. Currently, the parties anticipate that the WF Event will be held for three (3) consecutive days in November of each year, provided, however, the parties shall mutually agree to the specific dates of the WF Event each year and may, by mutual agreement, change the number of days the event will be

held and the month of the year in which the WF Event is held. Each year during the initial term of this Agreement or any extension hereof, after the WF Event held that year, the parties may mutually agree in writing to extend the term of this Agreement for an additional year. Such agreement for extension shall be made no later than sixty (60) days after WF Event held that year.

- 4. ShowSpan Responsibilities. ShowSpan shall have overall responsibility for the production, operation and management of the WF Event. Such responsibilities shall include, but are not limited to, the following:
 - a. setting exhibitor fees, sponsorship fees and admission fees;
 - b. preparing at least six (6) months prior to the event an annual budget which budget shall be approved by the CAA or its designee;
 - c. establishing with the approval of the CAA or its designee, exhibitor participation requirements policies;
 - d. obtaining exhibitors and sponsors;
 - e. promoting, marketing and advertising the event;
 - f. establishing operational policies and rules for the event;
 - g. determining event layout and decoration; and
 - h. collecting and accounting for exhibitor fees, sponsorship fees, admission fees and any other revenues received from the event except sample ticket revenues and paying of all occupancy, production and advertising promotion expenses related to the event, subject to paragraphs 10 and 11 hereof.
- 5. CAA Responsibilities. The CAA shall have the following responsibilities with respect to each WF Event:
 - a. obtaining any required Michigan Liquor Control Commission approvals or licenses;
 - b. arranging for the provision of "pourers" to serve exhibitor wine samples;
 - c. assuring that the appropriate liquor liability insurance policy is in place covering the event and naming both the CAA and ShowSpan as additional insureds;
 - d. determining sampling fees and the sharing of such fees with exhibitors after soliciting input from ShowSpan; and

- e. selling sampler tickets, collecting and accounting for the revenues received from such sales, paying event expenses related to sampling including the cost of providing pourers and distributing to exhibitors their share of sampler ticket revenues.
- 6. Advisory Committee. ShowSpan shall work with SMG and the CAA's Operations Committee (or a separate advisory committee which the CAA may establish) to annually plan the WF Event, to develop the annual budget, to promote/network the event in the West Michigan community and the food and wine industries. Within ninety (90) days after each WF Event ShowSpan, SMG and the CAA Operations Committee (or other designated advisory committee) shall meet to critique the event and discuss future enhancements and improvements to the event.
- 7. ShowSpan Fee. ShowSpan shall receive as a fee for production, operation and management of each WF Event equal to 20% of the gross revenues of such WF Event (the "Production Fee"). Gross revenues shall mean all revenues received in connection with such WF Event (before the deduction of any expenses related to the WF Event) (the "Gross Revenues") including but not limited to admission fees, exhibitor fees and sponsorship fees, but specifically excluding revenues from the sale of sampler tickets (the "Sampler Ticket Revenues").
- 8. CAA Development Fee. The CAA shall receive a development fee of \$20,000 in recognition of its efforts related to the initial development of the WF Event (the "Development Fee"). The CAA shall receive \$7,000 of the Development Fee from Gross Revenues of the first WF Event, \$7,000 of the Development Fee from Gross Revenues of the second WF Event and \$6,000 of the Development Fee from Gross Revenues from the third WF Event. The payment of a portion of the Development Fee from the revenues of a WF Event shall be considered an expense of such WF Event.
- 9. Facility Rent and Related Expenses. In connection with each WF Event the CAA shall receive its regular established rental amount for use of the Facility and shall be reimbursed its normal and customary expenses related to the hosting of the WF Event at the Facility. Such rental amount and related expenses shall be considered an expense of such WF Event.
- 10. Sharing of Revenues. The CAA and ShowSpan shall share equally in the net revenues realized from each WF Event. For purposes of this paragraph net revenues of a WF Event shall mean Gross Revenues (excluding Sampler Ticket Revenues) minus the Production Fee, first, minus the applicable portion of the Development Fee, Second, and then minus the occupancy, production and advertising/promotion expenses related to the WF Event, provided, however, excluded from such expenses shall be costs related to the sale of samples including the sale of sampler tickets and the costs of providing pourers provided, the cost of printing sampler tickets shall be in such expenses if the result of such calculation is a net loss for the WF Event, the CAA and ShowSpan shall share equally in such loss.

Within sixty (60) days after each WF Event ShowSpan shall provide the CAA and SMG a detailed accounting of revenues and expenses and the calculation of net revenues (or net loss) along with, in the case of net revenues, a payment to the CAA representing one-half of the net

revenues or, in the case of a net loss, an invoice to the CAA representing one-half of the net loss. The CAA shall pay ShowSpan the amount of such invoice within thirty (30) days after being presented with such invoice. Upon request, ShowSpan, shall provide the CAA or SMG with the detailed records that support and verify revenues and expenses.

- 11. Sampling Revenues and Expenses. The CAA shall be responsible for selling sampler tickets, accounting for Sampler Ticket Revenue, paying expenses related thereto including the provision of pourers but excluding the printing of sampler tickets and the payment to each of the wine and food exhibitors their share of such Sampler Ticket Revenues.
- 12. Termination. If, at the end of the initial term of this Agreement or the end of any extension period, either party shall determine it no longer desires to co-promote and co-own the WF Event, it shall so notify the other party in writing within thirty (30) days of the end of the initial term or any extension period. The other party shall then have the right to acquire such party's co-promotion and co-ownership interest in the WF Event for consideration mutually agreed to within thirty (30) days of such notice. Any such consideration agreed to shall include a covenant by the party seeking termination that it will continue to be bound by the provisions of paragraph 1 hereof. Alternatively, if the non-terminating party elects not to acquire the terminating party's interests, the party seeking termination may suggest another party be substituted for it which substitute party must be acceptable to the non-terminating party. If the parties cannot reach agreement with respect to consideration or substitution within such 30-day period, this Agreement shall immediately terminate and neither party shall thereafter be bound by this Agreement.
- 13. Miscellaneous. The following additional provisions shall apply to this Agreement:
 - a. Notice. Any notice required to be given in this Agreement shall be given by first-class mail (deemed to be received two (2) days after mailing) or personal delivery mailed or delivered to the addresses of the parties shown in the introductory paragraph of this Agreement or such different address as given by one party to the other pursuant to this subparagraph.
 - **b.** Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Michigan.
 - c. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof and supersedes and replaces any prior written or oral agreement related to the same subject matter.
 - **d.** Amendment. This Agreement may not be amended or modified without the written approval and consent of both parties hereto.
 - **e. Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

- f. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- g. No Waiver. No waiver by either party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of this Agreement.

IN WITNESS WHEREOF, the CAA and ShowSpan have signed this Agreement effective as of the date set forth in the introductory paragraph hereof.

GRAND RAPIDS-KENT COUNTY CONVENTION/ARENA AUTHORITY

By:		- ABB	Y
	Steven R. Heaco	ck, Chairman	

SHOW MICHIGAN CORPORATION, d/b/a SHOWSPAN, INC.

By:		100	152	
	Henri Bou	cher Vic	e President	

VAN ANDEL ARENA® WEEKLY

DATE	EVENT	EC	MOD	ROOM	TIME	FUNCTION
Thur, Sep 18	Ringling Bros. Circus	GC	JIM	Arena	8:30AM	FCP load-in continued
					3:00 PM	Rehearsal
					10:30 AM	Elephant lunch set-up
					12:00 PM	Elephant apple lunch
				- n	6:00 PM	Doors
					7P-8P	Performance #1 – first half
					8P-8:15P	Intermission
Eni Con 10	Risslins Press Circus	D.C.	LVADIE		8:15P-9P	Performance #1 – second ha
Fri, Sep 19	Ringling Bros. Circus	RS	LYNNE	Arena	6:00 PM 7P-8P	Doors Performance #2 – first half
	_				8P-8:15P	Intermission
	la la				8:15P-9P	Performance #2 – second ha
Sat, Sep 20	Ringling Bros. Circus	RS	LYNNE	Arena	10:00 AM	Doors
5at, 5cp 20	Kinging Bros. Circus	I KS	LIMME	Alena	11A-12P	Performance #3 – first half
					12P-12:15P	Intermission
	_				12:15P-1P	Performance #3 – second ha
					1P-2P	Quick clean
			Ť		2:00 PM	Doors
					3P-4P	Performance #4 – first half
					4P-4:15P	Intermission
					4:15P-5P	Performance #4 – second ha
					5P-6P	Quick clean
					6:00 PM	Doors
					7P-8P	Performance #5 – first half
					8P-8:15P	Intermission
					8:15P-9P	Performance #5 – second ha
Sun, Sep 21	Ringling Bros. Circus	RS	LYNNE	Arena	1:00 PM	Doors
				90.1	2P-3P	Performance #6 – first half
					3P-3:15P	Intermission
Mon, Sep 22	Ringling Bros. Circus	RS	ļ	Arono	3:15P-4P 6:00 AM	Performance #6 – second ha Rentals off the lot
Tue, Sep 23	Available	- KS		Arena	0.00 AW	Rentals off the lot
Wed, Sep 24	Available		 			
Thur, Sep 25	Available		 		-	
 						
Fri, Sep 26	Available		ļ			
Sat, Sep 27	Available Available					
Sun, Sep 28			ļ			
Mon, Sep 29	Available	7.7	<u> </u>	75 . 411/	11.00.116	1
Tue, Sep 30	ССНА	LI		Banquet All/ Huntington Club/ Concourse	11:00 AM	Media event
Wed, Oct 1	Available					
Thur Oct 2	Available				1	
Fri, Oct 3	Available					
Sat, Oct 4	W. Mich Sports Commission			Banquet All/ Huntington Club Concourse	7:00 PM	Awards banquet
Sun, Oct 5	Available					
	~		48			
					 	1
						
Sun, Oct 5 Mon, Oct 6 Tue, Oct 7 Wed, Oct 8 Thur, Oct 9 Fri, Oct 10	Available Available Available Available Available Available Available					

Sat, Oct 11	Available					
Sun, Oct 12	Available	- 5				
Mon, Oct 13	Available					
Tue, Oct 14	Detroit Pistons vs San Antonio Spurs	RS		Arena	7:00 PM	Exhibition Basketball Game
Wed, Oct 15	Available					
Thur, Oct 16	Available					
Fri, Oct 17	The Marriage Counselor	RS		Arena	8:00 PM	Performance
Sat, Oct 18	Celtic Thunder	RS		Arena	8:00 PM	Performance
Sun, Oct 19	Available	(2)	1			

	SECURITY	1 SD 2P-10:30P	,		1 SD 2P-10:30P			1 SD 6:30P-11P 1 FOH 6:30P-10:30P		1 SD 6:30P-11P 1 FOH 6:30P-10:30P											1 SD 6P-10:30P			
	POLICE	0			0		81	2 TRAFFIC 7P-10:30P		2 TRAFFIC 7P-10:30P						*		-			0			
	EMT'S	0			0	8 <u> </u>		2 EMT 6:30P-11P		2 EMT 6:30P-11P						= "					0			
	HOUSE STAFF	0			0			STAFF AS NEEDED 6:30P-10:30P		STAFF AS NEEDED 6:30P-10:30P					-			+			0		-	
- 1	ည	AK	ÐЭ		AK	ව්		AK	90	AK					-					90	AK			
OS PLACE® - OCTOBER 2008	FUNCTION	PIANO MAINT. REHEARSAL REHEARSAL	SETUP	SETUP	REHEARSAL REHEARSAL	LUNCH BREAKOUT ROOM	MEETING EXHIBIT	UPBEAT PERFORMANCE	LUNCH BREAKOUT ROOM	UPBEAT PERFORMANCE	MEETING EXHIBIT	SETUP	MEETING MEETING BREAKOUT ROOMS	SETUP SETUP	DINNER RECEPTION RECEPTION	EXHIBIT BREAKOUT ROOMS BREAKOUT ROOMS	EXHIBIT BREAKOUTS BREAKOUTS	LUNCH	DINNER RECEPTION	DINNER	MOVE IN REHEARSAL	TEARDOWN	SETUP SETUP	DINNER
OS PLACE® -	TIME	8A-1P 3:30P-6P 7:30P-10P	8:00AM-11:59PM		3:30P-6P 7:30P-10P	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM		7P-7:30P 8P-10P	8:00AM-11:59PM 8:00AM-11:59PM	7P-7:30P 8P-10P			6:00AM-8:00PM 6:00AM-8:00PM 6:00AM-8:00PM		8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM			8:00AM-3:00PM	12:00PM-11:59P 12:00PM-11:59P		8AM-5PM 7:30P-10P			8:00AM-11:59PM
	ROOM	рурн	GG A-F	BALL A-D	DVPH	GG A-C GG D-F GO H	BALL A-B BALL C-D	RECITAL HALL DVPH	GG A-C GG D-F	RECITAL HALL DVPH	BALL A-B BALL C-D	EH A-C	BALL D BALL C GG F	EH A-C GO A-H	BALL A-D RO A-F BOARDROOM	EH A-C G A-F GO A-H	EH A-C G A-F GO A-H	BALL A-B	BALL C-D BALL P-FUNC	BALL C-D	Нала	EH A-C	WELSH LOBBY BALL A	BALL B
	EVENT	GRAND RAPIDS SYMPHONY CLASSICAL 2	MICH. BUSINESS EDUCATION ASSOC. ANNUAL CONVENTION	GREAT LAKES REGIONAL CONFERENCE	GRAND RAPIDS SYMPHONY CLASSICAL 2	MICH. BUSINESS EDUCATION ASSOC. ANNUAL CONVENTION	GREAT LAKES REGIONAL CONFERENCE	GRAND RAPIDS SYMPHONY CLASSICAL 2	MICH. BUSINES EDUCATION ASSOC. ANNUAL CONVENTION	GRAND RAPIDS SYMPHONY CLASSICAL 2	GREAT LAKES REGIONAL CONFERENCE	GFS ANNUAL FOOD SHOW	TALENT ON PARADE	GFS ANNUAL FOOD SHOW	FOCUS ON LIFE DINNER	GFS ANNUAL FOOD SHOW	GFS ANNUAL FOOD SHOW	CBMC	ASSOCATION FOR CORPORATE GROWTH	WEDGEWOOD CHRISTIAN SERVICES	GRAND RAPIDS SYMPHONY KENNY LOGGINS	GFS ANNUAL FOOD SHOW	MICHIGAN ART EDUCATION ASSOC. ANNUAL CONFERENCE	LEGACY AWARD CELEBRATION
	DATE	WED. OCT 1		THURS. OCT 2			FRI. OCT 3			SAT. OCT 4	E .	SUN. OCT 5		MON. OCT 6		TUES. OCT 7	WED. OCT 8			THURS. OCT 9	-			

DATE	EVENT	ROOM	TIME	FUNCTION	<u> </u>	HOUSE STAFF	EMT'S	POLICE	SECURITY
	BEMIS - DESIGN SYMPOSIUM	GG A	8:00AM-11:59PM	MEETING					
FRI. OCT 10	MICHIGAN ART EDUCATION ASSOC. ANNUAL CONFERENCE	WELSH LOBBY BALL A		EXHIBIT EXHIBIT					
	GRAND RAPIDS SYMPHONY KENNY LOGGINS	DVPH	3P-6P 8P-10P 10P-1A	REHEARSAL PERFORMANCE MOVE OUT	AK	STAFF AS NEEDED 6:30P-10:30P	2 EMT 6:30P-11P	2 TRAFFIC 7P-10:30P	1 SD 6:30P-11P 1 FOH 6:30P-10:30P
	CITY MANAGER'S MEETING	GO A	2:00PM-3:30PM	MEETING		i K		7	
	SPECTRUM HEALTH BOARD SUMMIT	BALL C-D	6:00AM-6:00PM	MEETING					,
	HENRY-SCHEIN DENTAL	GG A-F	6:00AM-11:59PM	MEETING			,		
SAT. OCT 11	MICHIGAN ART EDUCATION ASSOC. ANNUAL CONFERENCE	WELSH LOBBY BALL A		EXHIBIT					
	SPECTRUM HEALTH SERVICE AWARDS DINNER	BALL B-D	8:00AM-11:59PM	DINNER	50				
=	WEST MICHIGAN BEAD EXPO	GG A-F	8:00AM-11:59PM	EXHIBIT	95				
SUN. OCT 12	MICHIGAN SHERIFF'S ASSOCATION ANNUAL CONFERENCE	GG D-F	8:00AM-11:59PM	BREAKOUT ROOM	90				_
	COUNCIL OF MICHIGAN FOUNDATIONS	BALL A-B	8:00AM-11:59PM	DINNER			1		
	GR BALLET – ALADDIN	DVPH	8A-5P	MOVE IN	ΑK	0	0	0	0
MON. OCT 13	MICHIGAN SHERIFF'S ASSOCATION ANNUAL CONFERENCE	GG D-F BALL A-B	8:00AM-11:59PM 8:00AM-11:59PM	BREAKOUT ROOM EXHIBIT	90	:			
	GR BALLET – ALADDIN	DVPH	8A-5P 7P-10P	MOVE IN CONT. REHEARSAL	AK	0	0	0	1 SD
TUES. OCT 14	MICHIGAN SHERIFF'S ASSOCATION ANNUAL CONFERENCE	GG D-F BALL A-B	8:00AM-11:59PM 8:00AM-11:59PM	BREAKOUT ROOM EXHIBIT	ĐΟ				
	GR BALLET – ALADDIN	DVPH	8A-5P 7P-10P	LIGHT CUEING REHEARSAL	AK	0	0	0	1 SD
WED. OCT 15	2008 DEALER TRADE SHOW	ЕНС	8:00AM-11:59PM	SETUP		40			=
	GR BALLET – ALADDIN	DVPH	8A-5P 7P-10P	LIGHT CUEING REHEARSAL	AK	0	0	0	1 SD
THURS. OCT 16	WOMEN OF THE CHURCH OF GOD FALL NATIONAL CONVENTION	BALL A-B BALL C-D	,	GENERAL SESSION BREAKOUT ROOM			F		
	2008 DEALER TRADE SHOW	EH C EO E-F EO G-H	8:00AM-11:59PM 8:00AM-11:59PM 8:00AM-11:59PM	EXHIBIT MEETING LUNCH	P		= =		2
	JPM CHASE	MON A-D	8:00AM-11:59PM	MEETING					
	GR BALLET – ALADDIN	DVPH	8A-5P 7P-10P	LIGHT CUEING REHEARSAL	AK	0	0	0	1 SD
FRI. OCT 17	WOMEN OF THE CHURCH OF GOD FALL NATIONAL CONVENTION	BALL A-B BALL C-D		GENERAL SESSION BREAKOUT ROOM					
	GR BALLET – ALADDIN	DVPH	8A-5P 4:45P-6P 7:30P-9:30P	LIGHT CUEING WARM UPS PERFORMANCE	ΑK	STAFF AS NEEDED 6P-10P	2 EMT 6P-10P	2 TRAFFIC 6:30P-10P	1 SD 1 FOH
SAT. OCT 18	WOMEN OF THE CHURCH OF GOD FALL NATIONAL CONVENTION	BALL A-B BALL C-D		GENERAL SESSION BREAKOUT ROOM		•			-
<u>.</u>	BARRISTERS BALL	GG A-F	8:00AM-11:59PM	DINNER					ž
	GR BALLET – ALADDIN	Дольн	11A-12:30P	WARM UPS	AK	STAFF.AS	2 EMT	2 TRAFFIC	1 SD

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A LOUG	SECURITY	1 ғон		1 SD 1 FOH		0			1 DOCK 1 SD 1 FOH	55		I SD I FOH		K	1 SD 1 FOH		1 SD 1 FOH		1 SD 1 FOH		1 SD 1 FOH			
10.00	POLICE	1P-4:30P & 6:30P-10P		2 TRAFFIC 1P-4:30P		0			2 TRAFFIC 6:30P-10:30P			2 TRAFFIC 6:30P-10:30P			2 TRAFFIC 1P-5P & 6:30P-10:30P		2 TRAFFIC 7P-11P	77	2 TRAFFIC 1P-5P & 7P-11P		2 TRAFFIC 2P-6P			
O.E.	EMI'S	12:30P-4:30P & 6P-10P		2 EMT 12:30P-4:30P		0			2 EMT 6P-10:30P			2 EMT 6P-10:30P			2 EMT 12:30P-5P & 6P-10:30P		2 EMT 6:30P-11P		2 EMT 12:30P-5P & 6:30P-11P		2 EMT 1:30P-6P			
TATO TOLICH	HOUSE STAFF	NEEDED 12:30P-4:30P & 6P-10P		STAFF AS NEEDED 12:30P-4:30P		0			STAFF AS NEEDED 6P-10P			STAFF AS NEEDED 6P-10P			STAFF AS NEEDED 12:30P-5P & 6P-10P		STAFF AS NEEDED 6:30P-10:30P	-	STAFF AS NEEDED 12:30P-5P & 6:30P-10:30P		STAFF AS NEEDED 1:30P-5:30P			
	n N			AK	50	ΑK		90	AK		90	AK			AK		AK		AK		AK			
DEVOS PLACE® - OCTOBER 2008	FUNCTION	PERFORMANCE PERFORMANCE	GENERAL SESSION BREAKOUT ROOM	WARM UPS PERFORMANCE MOVE OUT	SETUP	HOUSE STRIP	SETUP	EXHIBIT DINNER	MOVE IN PERFORMANCE	GENERAL SESSION MEETINGS MEETING	EXHIBIT	PERFORMANCE	PERFORMANCE	SETUP	PERFORMANCE PERFORMANCE	MEETING	PERFORMANCE	MEETING	PERFORMANCE PERFORMANCE	MEETING	PERFORMANCE MOVE OUT	SETUP	MEETING	MEETING
OS PLACE® -	IME	2P-4P 7:30P-9:30P		11A-12:30P 2P-4P 4P-8P	8:00AM-11:59PM	TBD	5:00PM-11:59PM	8:00AM-11:59PM 8:00AM-11:59PM	8A-5P 7:30P-10P	6:00AM-2:00PM 6:00AM-2;00PM 6:00AM-2:00PM	8:00AM-11:59PM	7:30P-10P	8:00AM-11:59PM	1:00PM-11:59PM	2:00P-4:30P 7:30P-10P	8:00AM-5:00PM	8:00P-10:30P	8:00AM-11:59PM	2:00P-4:30P 8P-10:30P	8:00AM-11:59PM	3P-5:30P 6P-11P	8:00AM-11:59PM	8:00AM-11:59PM	8:00AM-6:00PM
DEV	KOOM		BALL A-B BALL C-D	DVPH	EH A-B	DVPH	BALL C-D	EH A-B GG A-F	DVPH	BALL C-D RO A-F BOARDROOM	EH A-B	DVPH	BALL C-D	GG A-F	DVPH	RO A-D	DVPH	GG A-F	DVPH	GG A-F	DVPH	BALL A-D	MON B	BALL A-D
T1471,77	EVENI		WOMEN OF THE CHURCH OF GOD FALL NATIONAL CONVENTION	GR BALLET – ALADDIN	COMMERCE GREAT LAKES '09 SHOW	BGR - SWEENEY TODD	MILLER, JOHNSON – EMPLOYMENT LAW 2008	COMMERCE GREAT LAKES '09 SHOW	BGR – SWEENEY TODD	MILLER, JOHNSON – EMPLOYMENT LAW 2008	COMMERCE GREAT LAKES '09 SHOW	BGR - SWEENEY TODD	8 TH ANNUAL CELEBRATION OF HOPE	ENGINEERING EXAMS	BGR – SWEENEY TODD	DATA STRATEGY	BGR – SWEENEY TODD	ENGINEERING EXAMS	BGR – SWEENEY TODD	ENGINEERING EXAMS	BGR - SWEENEY TODD	SPECTRUM HEALTH ANNUAL MANAGEMENT LEARNING CONF.	ENGINEERING EXAMS	SPECTRUM HEALTH ANNUAL MANAGEMENT LEARNING CONF.
1	DAIE		SUN. OCT 19		MON. OCT 20		TUES. OCT 21			WED. OCT 22			THURS. OCT 23				FRI. OCT 24		SAT. OCT 25		SUN. OCT 26	MON. OCT 27		TUES. OCT 28

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	SECURITY	1 SD 6P-10:30P			1 SD	2P-10:30P				1 SD 2P-10:30P				1 SD 6:30P-11P	1 FOH 6:30P-10:30P
	POLICE	0			0					0				2 TRAFFIC 7P-10:30P	
	EMT'S	0			0				-	TBD				2 EMT 6:30P-11P	
	HOUSE STAFF	0			0	,				TBD				STAFF AS NEEDED	6:30P-10:30P
_	EC	AK	90	90	AK					AK	95	8		ΑK	
DEVON PLACE® - OCIOBER 2000	FUNCTION	REHEARSAL	MEETING	MEETING	MOVE IN	REHEARSAL	KEHEAKSAL	SET UP	SET UP	OPEN REHEARSAL	MEETING	MEETING	SET UP SET UP	UPBEAT PERFORMANCE	
- BUCKER -	TIME	7:30P-10P	8:00AM-11:59PM	8:00AM-11:59PM	8A-1P	3:30P-6P	7:30P-10P	ė.		7:30P-10P	8:00AM-11:59PM	8:00AM-11:59PM		7P-7:30P 8P-10P	
DEV	ROOM	RECITAL HALL	GO A-B	GO A-B	DVPH			EHC	BALL A-D	DVPH	GO A-B	ЕН А	EH C BALL A-D	RECITAL HALL DVPH	
	EVENT	GRAND RAPIDS SYMPHONY CLASSICAL 3	USA WEALTH MANAGEMENT	USA WEALTH MANAGEMENT	GRAND RAPIDS SYMPHONY	CLASSICAL 3		2008 MALY'S SALON FORUM		GRAND RAPIDS SYMPHONY CLASSICAL 3	USA WEALTH MANAGEMENT	MICHIGAN MERIT EXAM TRAINING WORKSHOP	2008 MALY'S SALON FORUM	GRAND RAPIDS SYMPHONY CLASSICAL 3	81
	DATE	T.		WED. OCT 29				THURS, OCT 30					FRI. OCT 31		: 25