

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION
AND
COMMUNITY RELATIONS COMMITTEE

Monday, January 8, 2007
5:30 p.m.
City Commission Chambers

AGENDA

1. Downtown Arts Committee
2. MAF/Main Street Annual Report
3. Facility Sponsorship
4. Sale of Central Fire Station
5. 2007 Goal Setting Session
6. Any Other Business

COMMUNITY RELATIONS AGENDA

1. Approval of November 13, 2006, CRC Minutes.
2. Appointments to Committees/Boards.
3. Any Other Business.
4. Adjournment

CITY OF MUSKEGON
CITY COMMISSION WORKSESSION

Monday, January 8, 2007
5:30 p.m.
City Commission Chambers

MINUTES

1. Downtown Arts Committee
John McGarry, Executive Director Muskegon County Museum, and Judy Hainer informed the Commission of activities. Information on Richard Hunt was distributed.
Motion by Commissioner Spataro, second by Commissioner Wierengo to support the project.
VOTE: All Ayes
2. MAF/Main Street Annual Report
Dan Rinsema-Sybenga gave an update.
3. Facility Sponsorship
Tim Paul, Finance Director and Tim Wicinski, Sports Facilities Marketing Group explained the item.
Motion by Commissioner Spataro, second by Vice Mayor Gawron to authorize pursuing the naming rights of the L C Walker Arena based on the schedule.
ROLL VOTE: Ayes: Davis, Gawron, Shepherd, Spataro, Warmington, Wierengo, and Carter
Nays: None
MOTION PASSES
4. Sale of Central Fire Station
City Manager Bryon Mazade explained that an offer has been made.
Motion by Commissioner Shepherd, second by Commissioner Spataro to direct staff to enter into negotiations with the proposed purchaser of the Central Fire Station and bring back the recommendation to the City Commission.
ROLL VOTE: Ayes: Gawron, Shepherd, Spataro, Warmington, Wierengo, Carter, and Davis
Nays: None
MOTION PASSES
5. 2007 Goal Setting Session

City Manager Bryon Mazade asked the Commission to hold the dates of January 26 and February 23 open.

6. Any Other Business

Finance Director Tim Paul explained that due to the switch out of copy machines we have a lot of old printers, fax machines, and computers.

Motion by Commissioner Davis, second by Vice Mayor Gawron to authorize the selling of the machines to employees.

VOTE: All Ayes

City Manager Bryon Mazade explained the Special Event request from Summer Celebration/Muskegon Air Fair. This will be put on the January 9th City Commission Meeting agenda.

Yuba Street Petition – Have staff look at Sumner Street and bring it back to the Legislative Policy Committee Meeting.

7. Meeting adjourned at 7:03 p.m.

Respectfully submitted,



Linda Potter, CMC
Acting Clerk

Potter, Linda

From: Mazade, Bryon

Sent: Thursday, December 14, 2006 3:29 PM

To: Potter, Linda

Subject: January Work Session

Please put the downtown arts committee on the January work session. Thanks

12/14/2006

Curriculum Vitae

Born: September 12, 1935

Education

Public School, Chicago, Illinois

University of Illinois, Chicago, Illinois

University of Chicago, Chicago, Illinois

The School of the Art Institute of Chicago, B.A.E. 1957, Chicago, Illinois

Awarded James Nelson Raymond Foreign Travel Fellowship upon graduation: Travel and Study. England, France, Spain, Italy 1957-1958

Military Service: United States Army 1958-1960

Fellowships, Prizes, Awards

1956, 1961, Logan Prize, The Art Institute of Chicago

1962

1957 Palmer Prize, The Art Institute of Chicago

1962 Campana Prize, The Art Institute of Chicago

1962-1963 John Simon Guggenheim Memorial Fellowship

1965 Tamarind Artist Fellowship (Ford Foundation)

1970 Cassandra Foundation Fellowship

1993 Lincoln Academy of Illinois Fellow

1998 American Academy of Arts and Letters, Elected to Membership

1999 National Academy of Design, Elected to Membership

2003 Watrous Prize, National Academy of Design

2005 Hoffman Prize, National Academy of Design

Honorary Degrees

1972 Lake Forest College, Lake Forest, Illinois

1973 Dayton Art Institute School, Dayton, Ohio

1976 University of Michigan, Ann Arbor, Michigan

1977 Illinois State University, Normal, Illinois

1979 Colorado State University, Fort Collins, Colorado

1982 The School of the Art Institute of Chicago, Chicago, Illinois

1984 Northwestern University, Evanston, Illinois

1986 Monmouth College, Monmouth, Illinois

1987 Roosevelt University, Chicago, Illinois

1991 Tufts University, Medford, Massachusetts

1996 Columbia College, Chicago, Illinois

1997 Governors State University, University Park, Illinois

2004 North Carolina A & T University, Greensboro, North Carolina

Professorships and Artist Residencies

1960-1961	The School of the Art Institute of Chicago, Chicago, Illinois
1960-1962	University of Illinois at Chicago, Chicago, Illinois
1964	Yale University, New Haven, Connecticut
1964	Cal Arts (formerly Chouinard Art School), Los Angeles, California
1965	Purdue University, Lafayette, Indiana
1968	Northern Illinois University, DeKalb, Illinois
1968-1969	Northwestern University, Evanston, Illinois
1969	Wisconsin State University, Oshkosh, Wisconsin
1969	Southern Illinois University, Carbondale, Illinois
1970	Western Illinois University, Macomb, Illinois
1975	University of Indiana, Bloomington, Indiana
1977	University of Georgia, Athens, Georgia
1977-1978	Washington University, St. Louis, Missouri
1980	University of Arizona, Tucson, Arizona
1982	Utah State University, Logan, Utah
1985	Cornell University, Ithaca, New York
1988	Eastern Michigan University, Ypsilanti, Michigan
1989-1990	Harvard University, Cambridge, Massachusetts
1990	Kalamazoo College, Kalamazoo, Michigan
1990	State University of New York, Binghamton, New York
1997	Michigan State University, East Lansing, Michigan

Selected Professional and Cultural Activities

1968-1974	Member, National Council on the Arts
1970-1975	Member, Illinois Arts Council
1972-1976	Board of Directors, College Art Association
1974-1994	Board of Directors, American Council for the Arts
1974-1981	Board of Trustees, Ravinia Festival
1975-1979	Board of Trustees, Museum of Contemporary Art, Chicago
1977-1985	Visiting Committee of the Visual Arts, The University of Chicago
1978-1979	International Exhibitions, Committee, USIA
1978-1983	Yale University Council Committee on Art
1979-1984	Board of Governors, Skowhegan School of Painting and Sculpture
1980-1988	Commissioner, National Museum of American Art, Smithsonian Institution
1980-1982	Board of Trustees, American Academy in Rome
1981-1989	Board of Trustees, The Institute for Psychoanalysis, Chicago
1982-1988	President, Founder, Chicago Sculpture Society
1983-1987	National Chairman, Alumni Council, School of the Art Institute
1983-1992	Board of Trustees, Ravinia Festival
1984-1988	Advisory Committee, Getty Center for Education in Arts
1984-1996	Board of Directors, International Sculpture Center
1985-1991	Board of Governors, School of the Art Institute of Chicago
1994-1997	National Board, Smithsonian Institution
1996-2001	Board of Trustees, Ravinia Festival
2002-	Life Trustee, Ravinia Festival

Selected Solo Exhibitions

- 1958 Alan Gallery, New York, New York
- 1960 Alan Gallery, New York, New York
- 1963 Alan Gallery, New York, New York
- 1963 B.C. Holland Gallery, Chicago, Illinois
- 1965 Felix Landau Gallery, Los Angeles, California
- 1966 B.C. Holland Gallery, Chicago, Illinois
- 1967 • Cleveland Museum of Art, Cleveland, Ohio
- 1967 Milwaukee Art Center (Retrospective), Milwaukee, Wisconsin
- 1968 B.C. Holland Gallery, Chicago, Illinois
- 1968 Dorsky Galleries, New York, New York
- 1969 Dorsky Galleries, New York, New York
- 1970 B.C. Holland Gallery, New York, New York
- 1970 Dorsky Galleries, New York, New York
- 1971 Dorsky Galleries, New York, New York
- 1971 • The Museum of Modern Art (Retrospective), New York, New York
- 1971 • The Art Institute of Chicago (Retrospective), Chicago, Illinois
- 1973 • Indianapolis Museum of Art, Indianapolis, Indiana
- 1973 Oklahoma Art Center, Oklahoma City, Oklahoma
- 1973 Dorsky Galleries, New York, New York
- 1975 • The University of Iowa Museum of Art, Iowa City, Iowa
- 1975 Dorsky Galleries, New York, New York
- 1976 Sears Bank and Trust Company, Chicago, Illinois
- 1976 Dorsky Galleries, New York, New York
- 1976 B.C. Holland Gallery, Chicago, Illinois
- 1977 Dorsky Galleries, New York, New York
- 1978 The Art Center, Waco, Texas
- 1978 Washington University and Laumeier Sculpture Park. St. Louis, Missouri
- 1978 Greenville County Museum of Art, Greenville, South Carolina
- 1979 The Wichita Art Museum, Wichita, Kansas
- 1979 Dorsky Galleries, New York, New York
- 1981 Springfield Art Museum, Springfield, Missouri
- 1982 Miami University Art Museum, Oxford, Ohio
- 1983 Terry Dintenfass Gallery, New York, New York
- 1984 Fairweather-Hardin Gallery, Chicago, Illinois
- 1984 Terry Dintenfass Gallery, New York, New York
- 1985 G.R. N'Namdi Gallery, Detroit, Michigan
- 1985 Martin Gallery, Washington, D.C.
- 1986 Columbia College Gallery, Chicago, Illinois
- 1986 Youngstown State University, Youngstown, Ohio
- 1986 Terry Dintenfass Gallery, New York, New York
- 1987 Century City, Los Angeles, California
- 1987 DeGraff Gallery, Chicago, Illinois
- 1987 Dorsky Galleries, New York, New York
- 1987-1988 U.S.I.S. Touring Exhibit organized by Los Angeles Museum of African American Art, Lagos, Monrovia, Accra Cotonou, Lome, Dakar, Abidjan

1989 Dorsky Galleries, New York, New York
 1990 Kalamazoo Institute of Art, Kalamazoo, Michigan
 1990 Printworks Gallery, Chicago, Illinois
 1991 Gwenda Jay Gallery, Chicago, Illinois
 1991 Louis Newman Gallery, Los Angeles, California
 1992 Shidoni Gallery, Santa Fe, New Mexico
 1994 Woodlot Gallery, Sheboygan, Wisconsin
 1995 Worthington Gallery, Chicago, Illinois
 1996 Worthington Gallery, Chicago, Illinois
 1996 Snite Museum, Notre Dame University, Notre Dame, Indiana
 1996 Addison/Ripley Fine Art, Washington, DC
 1997 Studio Museum in Harlem, New York, New York
 1997 Andre Zarre Gallery, New York, New York
 1998 Museum of African-American History, Detroit, Michigan
 1998 Illinois State Museum, Chicago and Springfield, Illinois
 1998 Lakeside Gallery, Lakeside, Michigan
 1998 Holland Area Arts Council, Holland, Michigan
 1998 Worthington Gallery, Chicago, Illinois
 1999 Laumeier Sculpture Park, St. Louis, Missouri
 1999 Museum of Art Brigham Young University, Provo, Utah
 2000 Frederik Meijer Sculpture Garden, Grand Rapids, Michigan
 2000 Foundry Gallery, Sacramento, California
 2001 Noel Gallery, Charlotte, North Carolina
 2006 Worthington Gallery, Chicago, Illinois

Selected Public Collections

Albright-Knox Gallery, Buffalo, New York
 The Art Institute of Chicago, Chicago, Illinois
 Birmingham Museum of Art, Birmingham, Alabama
 Cincinnati Art Museum, Cincinnati, Ohio
 Cleveland Museum of Art, Cleveland, Ohio
 The Hirschhorn Museum and Sculpture Garden, Washington, D.C.
 Laumeier Sculpture Park, St. Louis, Missouri
 Los Angeles County Museum, Los Angeles, California
 National Gallery, Washington, D.C.
 National Museum of American Art, Washington, D.C.
 National Museum of Israel, Jerusalem, Israel
 Nelson Gallery-Atkins Museum, Kansas City, Missouri
 New Jersey State Museum of Art, Trenton, New Jersey
 The Metropolitan Museum of Art, New York, New York
 Milwaukee Museum, Milwaukee, Wisconsin
 The Museum of Modern Art, New York, New York
 Museum of the Twentieth Century, Vienna, Austria
 Storm King Art Center, Mountainville, New York
 Whitney Museum of American Art, New York, New York
 The Wichita Art Museum, Wichita, Kansas

Selected Commissions and Sculptures in Public Places

- 1967 Figurehead
welded aluminum
Ridgewood High School
Norridge, Illinois
- 1967-1969 Play
welded corten steel
John J. Madden Mental Health Center
Hines, Illinois
- 1968 Centennial Sculpture
welded corten steel
Loyola University, Centennial Forum Courtyard
Chicago, Illinois
- 1971 Sea Wall
metal, plaster, wood, glass
Michael Reese Hospital
Chicago, Illinois
- 1971 Cross
welded bronze
St. Matthew's United Methodist Church
Chicago, Illinois
- 1972 Expansive Construction
Welded bronze
Johnson Publishing Company
Chicago, Illinois
- 1972 Dynamic Pyramid
Welded bronze
Johnson Products Company
Chicago, Illinois
- 1972 Large Hybrid
Cast bronze
Amalgamated Trust & Savings Bank
Chicago, Illinois
- 1972 Natural Forms I & II
Cast bronze
Kraftco Corporation
Glenview, Illinois
- 1974 Planar Hybrid
Welded corten steel
Governors State University
University Park, Illinois
- 1974 Wallpiece
Welded bronze
Main Bank of Chicago
Chicago, Illinois
- 1975 Why
cast bronze
University of Chicago
Chicago, Illinois

Chicago

Second Cast

Sculpture Garden, University of California at Los Angeles
Los Angeles, California

Third Cast

- Northwestern University law School
Chicago, Illinois
- 1975 Slabs of the Sunburnt West
welded bronze
Memorial to Carl Sandburg, University of Illinois at Chicago
Chicago, Illinois
- 1975 Historical Circle and Peregrine Section
welded corten steel, two parts
Bentley Historical Library, University of Michigan
Ann Arbor, Michigan
- 1975 Outgrown Pyramid
welded corten steel
Governors State University
University Park, Illinois
- 1975 From Here to There
welded bronze, two parts
Martin Luther King Community Service Center
Chicago, Illinois
- 1976 Texaurus
welded corten steel
The Woodlands
Woodlands, Texas
- 1976 Richmond Cycle
welded bronze, two parts
Social Security Service Center
Richmond, California
- 1976 Harlem Hybrid
welded bronze
Roosevelt Square
New York, New York
- 1977 Cartwright Mound
welded bronze
Cartwright Park
Evanston, Illinois
- 1977 Jacob's Ladder
welded bronze
Carter Woodson Library
Chicago, Illinois
- 1977 Music for a While
welded corten steel
Ravinia Festival
Highland Park, Illinois
- 1977 Sentimental Scale and Wedge
welded bronze, two parts
Justice Center
Cleveland, Ohio

1977 I Have Been to the Mountain
welded corten steel
Martin Luther King Memorial
Memphis, Tennessee

1977 Ascending Descending Form
welded bronze, brass and copper
Caleb Community Center
Miami, Florida

1978 Centennial
welded corten steel
Prairie View A & M University
Prairie View, Texas

1978 A Bridge Across and Beyond
welded bronze
Howard University
Washington, D.C.

1978 Mountain Flight
welded corten steel
Greenville County Museum of Art
Greenville, South Carolina

1979 Windover
welded bronze
Allen Center, Northwestern University
Evanston, Illinois

1979 Orpheus
welded bronze
Cultural Activities Center
Temple, Texas

1979 Fox Box Hybrid
welded corten steel
900 Lake Shore Drive
Chicago, Illinois

1980 Farmer's Dream
welded corten steel
Museum of Contemporary Art
Chicago, Illinois
(formerly at International Minerals Corporation, Northbrook,
Illinois)

1981 Pillar
welded corten steel
Michael Reese Hospital
Chicago, Illinois

1981 Bridging and Branching
welded stainless steel
Woodfield Lake
Schaumburg, Illinois

1981 Spirit of Freedom Fountain
welded bronze
City of Kansas
Kansas City, Missouri

1982 Growing in Illinois
welded corten steel
Veterinary Medicine Building, University of Illinois
Urbana, Illinois

1982 Giant Steps
welded stainless steel
Detroit Receiving Hospital
Detroit, Michigan

1983 The Bush Was Not Consumed
welded brass and bronze
Temple B'nai Israel
Kankakee, Illinois

1983 Eternal Life
welded bronze
Temple B'nai Israel
Kankakee, Illinois

1983 Organic Construction
welded bronze
Urban Investment and Development Company
333 Wacker Drive, Chicago, Illinois

1984 Meander
welded corten steel
Lake Forest College
Lake Forest, Illinois

1984 Sea Change
welded corten steel
University of the District of Columbia
Washington, D.C.

1984 From the Sea
welded bronze
McDonald's Corporation
Oakbrook, Illinois

1984 Icon
welded and cast bronze
McDonald's Corporation
Oakbrook, Illinois

1984 Senator Adelbert Roberts Memorial
cast bronze
State Capitol Rotunda
Springfield, Illinois

1984 Illinois River Landscape
welded steel
State of Illinois Center
Chicago, Illinois

1985 Dune Growth
welded stainless steel
Gary Transportation Center
Gary, Indiana

1985 Interchange
welded stainless steel
Gary Transportation Center
Gary, Indiana

1986 Growing Orbit
welded bronze
FMC Corporation
Chicago, Illinois

1986 Sea Change
welded corten steel
Northern Trust
Chicago, Illinois

1987 Elements
welded stainless steel
University of Connecticut
Storrs, Connecticut

1989 Freedmen's Column
welded bronze
Howard University
Washington, D.C.

1989 Eagle Columns
welded bronze
Jonquil Park
Chicago, Illinois

1990 Wisdom Bridge
welded stainless steel
Atlanta Public Library
Atlanta, Georgia

1991 Expansion Column
welded bronze
United Missouri Bank
St. Louis, Missouri

1991 Spatial Interactions
welded bronze
Hunter Museum of Art
Chattanooga, Tennessee

1991 Altar, Lectern, Tabernacle, Crucifix
stone, steel, stainless steel
Holy Angels Church
Chicago, Illinois

1992 Build-Grow
Branching Column
Four Growth Columns
Swan Column Fountain
welded bronze
Edward Bennett Williams Building
Washington, D.C.

1993 Freeform
welded stainless steel
State of Illinois Center
Chicago, Illinois

1993 Nature's Palette
welded bronze
Kalamazoo College
Kalamazoo, Michigan

1993 Explorer Column
welded stainless steel
Asnuntuck Community College
Enfield, Connecticut

1994 Growth Development Interaction
welded stainless steel
McHenry County College
Crystal Lake, Illinois

1994 Sculptural Improvisations
welded bronze
Ravinia Festival Park
Highland Park, Illinois

1995 Victory Reconstruction
corten steel
Potter Center, Jackson Community College
Jackson, Michigan

1995 Sculptural Enlightenment
welded bronze
Roosevelt University
Chicago, Illinois

1995 Ascending, Descending Ascending
welded bronze
Law Offices of Bradley, Arant, Rose, and White
Birmingham, Alabama

1996 Book Tops
welded stainless steel
Evanston Public Library
Evanston, Illinois

1997 Ascension
welded stainless steel
Western Illinois University
Macomb, Illinois

1997 Wingways
welded stainless steel
Belleville Area College
Granite City, Illinois

1997 Chi-Town Totem
welded bronze and stainless steel
McCormick Place
Chicago, Illinois

1997 Active Hybrid
welded corten steel
Rudy Park
Dowagiac, Michigan

1997 St. Procopius
welded bronze
St. Procopius Abbey
Lisle, Illinois

1997 Harp Song
welded bronze
Weinberg Center
Northbrook, Illinois

1998 Growing
welded stainless steel
Town Center
Leawood, Kansas

2000 Column of the Free Spirit
welded bronze
Frederik Meijer Sculpture Garden
Grand Rapids, Michigan

2000 Celestial Conversation
welded bronze
Mount Mary College
Milwaukee, Wisconsin

2000 Man's Way Nature's Way
welded stainless steel
California Environmental Protection Agency Building
Sacramento, California

2001 Three Crosses
welded stainless steel and bronze
University Park Baptist, Church
Charlotte, North Carolina

2002 Open Book
welded bronze
Schaumburg Public Library
Schaumburg, Illinois

2002 Tower of Aspiration
welded stainless steel
Springfield Village Park
Augusta, Georgia

2002 Memorial Cross
welded bronze
Immanuel Lutheran Church
Valparaiso, Indiana

2002 And You, Seas
welded stainless steel
St. Joseph, Michigan

2002 Flight Forms
welded stainless steel
Midway Airport
Chicago, Illinois

2003 Oasis
welded bronze, brass, copper, and stainless steel
Stroger Hospital of Cook County
Chicago, Illinois

2004 Progress
welded stainless steel
North Carolina A&T State University
Greensboro, North Carolina

2004 Victory Victory
welded stainless steel
Fort Des Moines Memorial Park
Des Moines, Iowa

2005 Timescape and Steel Away
welded corten steel
North Carolina School of the Arts
Winston-Salem, North Carolina

2005 We Will
welded stainless steel
Heritage Building
Chicago, Illinois

2006 Crossroads Plaza
7 Sculptures
welded bronze
Lewis and Clark Community College
Godfrey, Illinois

2006 Quest for Peace
welded stainless steel
Adlai Stevenson High School
Lincolnshire, Illinois

Potter, Linda

From: Brubaker-Clarke, Cathy
Sent: Tuesday, October 03, 2006 11:48 AM
To: Potter, Linda
Subject: FW: MAF/Main Street Report

Hi, Linda. Here is one for the future- January 2007! It should be the MAF/Main Street Annual Report to Commission. Thanks.

From: Brubaker-Clarke, Cathy
Sent: Tuesday, October 03, 2006 11:48 AM
To: 'Dan Rinsema-Sybenga'
Subject: RE: MAF/Main Street Report

January 8 Working Session would be best. Be sure to remind us that first week back after New Year's. Thanks.

From: Dan Rinsema-Sybenga [mailto:drinsema-sybenga@Muskegon.org]
Sent: Tuesday, October 03, 2006 9:36 AM
To: Brubaker-Clarke, Cathy
Subject: RE: MAF/Main Street Report

Jim and I are thinking January. How about the second commission meeting of that month which I assume would be the 23rd. How does that sound?

Dan

Dan Rinsema-Sybenga
Muskegon Area First
Main Street Manager
900 Third Street, Suite 200
Muskegon, MI 49440
(231) 724-3180 tel
(231) 728-7251 fax
<http://downtownmuskegon.org>

-----Original Message-----

From: Brubaker-Clarke, Cathy [mailto:Cathy.Brubaker-Clarke@postman.org]
Sent: Tuesday, October 03, 2006 8:47 AM
To: Dan Rinsema-Sybenga; Jim Edmonson
Subject: MAF/Main Street Report

Since the Commission has already approved the \$10,000 for next years Main Street budget, Bryon and I suggest you do an annual report on Main Street along with the annual MAF report to Commission, whenever that is done. Thanks. Cathy

10/16/2006

**Muskegon Area First
President's Report for City of Muskegon Commission Work Session
January 8, 2007**

Our Mission: Muskegon Area First strives to enhance the economic vitality of Muskegon County consistent with its quality of life. Our focus is on job creation through the retention, expansion, and attraction of private investment.

2006 Activities

The Muskegon Area First 2006 Annual Report is currently being finalized. Included below is a summary of what will appear in the final report. Muskegon Area First's core mission is business attraction and retention, and goals are implemented through general services, as well as special projects which contribute to over-all attraction and retention. Special projects Muskegon Area First administers include the PTAC center, Muskegon Main Street, marketing of the Muskegon County Wastewater System, and downtown Whitehall business district improvements. During 2006, Muskegon Area First ended its Whetstone Incubator Project when it terminated its lease and the lease was taken up by a Whetstone client that had grown to the point that it needed the entire space.

1. 2006 Retention Visits

Company	Community	Visits
A.C.E. Tooling, Inc.	Norton Shores	2
ACEMCO	Spring Lake	1
Action Industrial Supply	City of Muskegon	1
Action Mold & Machining, Inc.	Grand Rapids	1
ADAC Plastics	City of Muskegon	2
Advanced Finishing	Norton Shores	2
Aero Foil International	City of Muskegon	3
Air Master Systems	Norton Shores	2
Allied Machine		1
American Coil & Spring	City of Muskegon	2
Ameriform	City of Muskegon	2
Anderson Global	Muskegon Heights	2
Automated Industrial Motion	Fruitport	1
Automotive Racking Systems	Muskegon Heights	2
Baker Machine	Grand Haven	1
Bayer Crop Science	Muskegon Township	1
Bekaert	City of Muskegon	1
Burnside Industries	Spring Lake	4
C W Marsh	City of Muskegon	1
CS Tool Engineering, Inc.	Cedar Springs	1
Campbell Grinder	Spring Lake	1
Cannon-Muskegon M. Arguesso	Norton Shores	1
Challenge Machinery.	Norton Shores	2
Cole's Quality Foods	City of Muskegon	2

Consumer Energy	North Muskegon	4
CWC Textron	Roosevelt Park	2
D & D Logistics	Muskegon Heights	3
Die Tech	Norton Shores	4
Dymet Corp.	City of Muskegon	1
Dynamic Finishing	Muskegon Heights	2
Eagle Alloy	Egelston Township	1
Eagle Aluminum	Egelston Township	1
E-Coaters of West MI	Norton Shores	2
Erdman Machine	Whitehall Township	4
ESCO	City of Muskegon	1
First Choice Tooling Alliance		1
Fleet Engineers	City of Muskegon	3
Fleet Engineers	City of Muskegon	1
Forming Technologies	City of Muskegon	1
Gaining Ground Transportation & Logistics		1
General Dynamics Land Systems	Norton Shores	
GMI Composites	City of Muskegon	2
GraphiteXpress, LLC.	Whitehall Township	1
Great Lakes Die Cast	City of Muskegon	1
Harbor Front Interiors	City of Muskegon	1
Harrington Tool	Ludington	1
Hayes-Lemmerz	Montague	1
Hazekamp Meats	Fruitport Township	
Holland USA	City of Muskegon	2
Howmet	City of Whitehall	1
Howmet Castings	City of Whitehall	1
IED, Inc.	City of Muskegon	2
Industrial Metal Cleaning	Norton Shores	1
Intricate Grinding	Norton Shores	2
ITT Gauge	Dalton Township	2
Johnson Engineering		1
Johnson Technology	City of Muskegon	4
KAYDON	Norton Shores	1
Kirksey & Associates	City of Muskegon	1
Klever Kutter	Muskegon Township/Grand Haven	1
Knoll	Norton Shores	1
L & L Pattern	Muskegon Heights	1
L-3 Communications	Muskegon Township	1
Lee Manufacturing	Fruitport	1
Lorin Industries	Grand Haven	1
MCC Lakeshore Business & Industry Service Center	City of Muskegon	1
Metal Technologies	Ravenna Township	1
MI Steel	City of Muskegon	1
Michigan Adhesives	Whitehall Township	1
Michigan Metal Products	City of Muskegon	1
Michigan Spring & Stamping	Roosevelt Park	1
Michigan's Adventure	Dalton/Fruitland Township	1
Midwest Spring & Manf.	City of Muskegon	1

2. 2006 Manufacturer's Job Inventory

Company	New Jobs	Jobs Lost
Howmet Castings	210	
L3 Communications	200	
Tower Laboratories	60	
Ameriform	38	
Johnson Technology	30	
TGW Ermanco	21	
Snook	15	
Aerofoil	15	
Coles	14	
GMI Composites	8	
Brunswick		110
Perrigo		70
Bekaert		65
Grand Totals	611	245

3. 2006 Website Statistics

	Number of Sessions
Quarter 1 (1/01/06 - 3/31/06)	32,274
Quarter 2 (4/1/06 - 6/30/06)	31,953
Quarter 3 (7/1/06 - 9/30/06)	28,248
Quarter 4 (10/1/06 - 12/31/06)	33,308
Grand Total	125,783

Percent Change from last year: +36%

4. Monthly Information Requests

Month	Number of Requests
January	105
February	307
March	277
April	197
May	156
June	174
July	249
August	176
September	143
October	189
November	127

Miller Engineering	Muskegon Heights	2
Monarch Powder Coating	Norton Shores	1
Muskegon Tooling Alliance		1
Nelson Design & Manf.	Twin Lake	1
Northern Machine Tool Company	City of Muskegon	2
Nova Pattern	Montague	3
Nowak Machine Products	Norton Shores	2
Nugent Sand	Norton Shores	6
Nupak	Norton Shores	1
Orion Machine	City of Muskegon	1
Padnos Iron and Metal Co.	Holland	1
Paragon Pattern	Muskegon Heights	1
Perrigo	Allegan	1
Port City Group	City of Muskegon	1
Progressive Machine & Tool	Spring Lake	1
Qwick Tool	Muskegon Heights	2
RAM Electronics	Fruitport	1
Reed City Tool & Die	Reed City	1
Reliable Gage		1
RW Bakers	Norton Shores	1
Sappi	City of Muskegon	6
Security Sealtext	Norton Shores	1
Select Manufacturing	City of Muskegon	1
Shoreline Recycling	City of Muskegon	1
Snook, Inc.	Norton Shores	1
Source One Digital	City of Muskegon	1
Spectrum Illumination	Montague	1
Structural Concepts	Norton Shores	3
Sun Rise Pattern	City of Muskegon	1
Tholstrup Cheese USA	Norton Shores	1
Tower Laboratories	City of Montague	1
Tru Tech Machine and Rollforming	Norton Shores	1
Van Andel Global Trade Center	Grand Rapids	1
Viking Tool & Engineering Company	Whitehall Township	3
Westech Corp.	Whitehall Township	2
Whitehall Products	Whitehall Township	1
Whitehall Township Tooling Coalition		
A.C.E. Tooling, Inc.	City of Norton Shores	
Action Mold & Machining, Inc.	City of Grand Rapids	
CAD-CAM Services, Inc.	City of Kentwood	
CS Tool Engineering, Inc.	City of Cedar Springs	
Erdman Machine Company	Keene Township	
GraphiteXpress, LLC	Whitehall Township	
Northern Machine Tool Company	City of Muskegon	
Viking Tool & Engineering Company	Whitehall Township	6
Wisconsin Power		1

5. 2006 PTAC numbers

Total Contracts for Fiscal Year	\$92,500,000
International	\$500,000
Jobs Retained	2,186

6. 2006 Community Programs

Global Users Group Luncheon 22-Feb-06	1	39	35	RFID: "Are you ready?", with Suzanne Fisher, packaging engineering manager, for Herman Miller, Inc.
Educator in the Workplace 27-Apr-06 9-Nov-06	2	110	8	Events hosted by Fluid, Earnest C. Brooks West Shoreline Correctional Facilities, MAREC, L3 Communications, Consumers Energy BC Cobb Electric Plant, Clear Channel Radio, Muskegon County Wastewater Management System, & Mercy General Health Partners.
Energy User Group 21-Feb-06 9-May-06 10-Aug-06	3	81	67	"What's Happening Now? GVSU and Light Corporation are leading the way!!!" with Dr. Imad Mahawill, executive director of MAREC, "Update on Consumers Energy Assessment Service" with Lee Nelson, corporate account manager for Consumers Energy, and "Energy update" with Chuck Hadden, vice president of government affairs, Michigan Manufacturing Association.
Lean Manufacturing User Group 18-Jan-06 23-Feb-06 22-Mar-06 26-Apr-06 May-06 20-Jun-06 10-Oct-06 7-Dec-06	8	146	40	"5S Workplace Organization" presented by April Lothschutz of "Not So Basic Training". The idea is to help participants develop an environment that promotes an efficient and effective working environment.
Manufacturers Advisory Council Mar-06 Jun-06 September 2006	3	11	11	Planning for future Council User Groups/Meetings.
Economic Development Roundtable Discussion 16-Nov-06	1	24	16	Discussion with George Erickcek, senior regional analyst, of Upjohn Institute

Inventors Workshop	2	60	General	"Patenting Your Idea, Worth It?" with Dan Girdwood of Price, Heneveld, Cooper, DeWitt & Litton, LLP, Orville Crain of Orville's Marketing, LLC, Jerry Conrad of the Michigan Small Business & Technology Development Center, Dave McLeod of the Service Core of Retired Engineers, and Pam Vanderlaan-Poort of the Muskegon Area First Procurement Technical Assistance Center.
28-Mar-06			Public	
25-Oct-06				
Manufacturer's Summit	1	32	19	1 st Annual Muskegon Manufacturing Summit. Helping to sustain Muskegon manufacturing into the future. Event facilitated by Mary Robb, MSU Extension Program Director

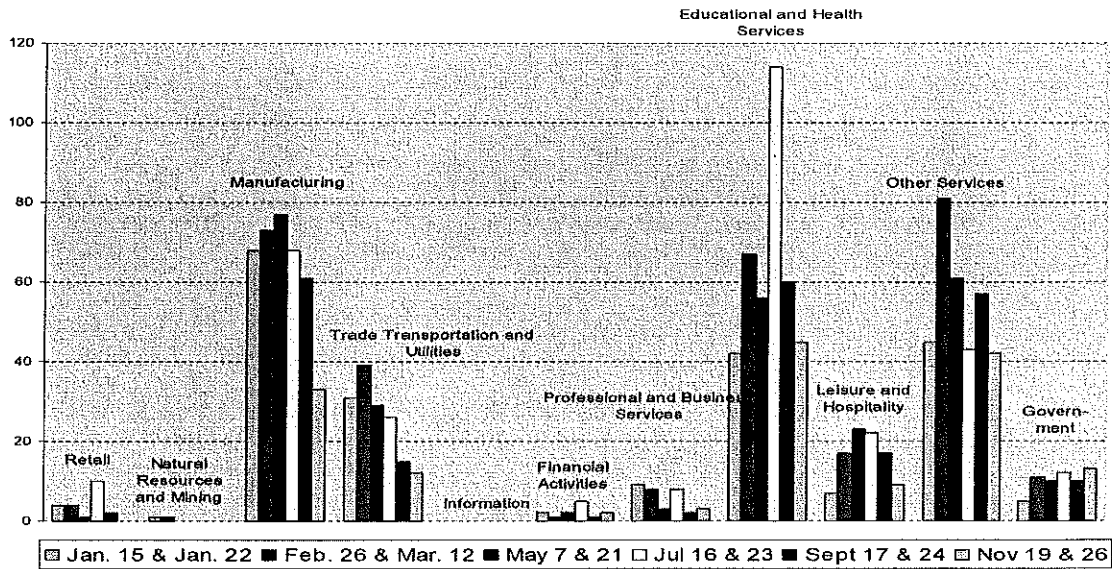
28-Sep-06

7. 2006 Attraction Efforts

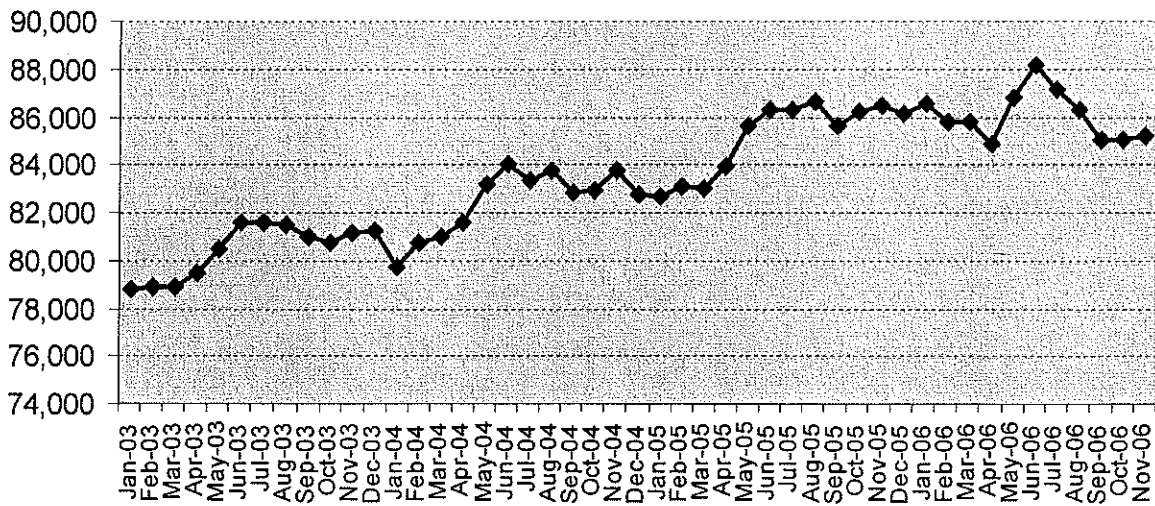
MAF continues Whittaker Associates to receive leads of expanding companies that fit the target industries that were identified by MAF in 2005. The biggest attraction success of 2006 was Connecticut based Tower Laboratories entrance into Muskegon county with its purchase of the Perrigo facilities at Montague. Attraction efforts have also been influenced MAF's effort to identify businesses interested in locating at the Muskegon County Wastewater System properties. Currently MAF is working with a large industrial food processing company to locate at the current treatment system facility, as well as a large lot industrial user. MAF is working with three Bio-fuel prospects, one for the Whitehall Wastewater site, one to partner with SAPPI, and one to partner with another currently Muskegon county business. MAF is currently investigating SmartZone marketing activities through the 21st Century Jobs Fund.

2006 Employment Conditions

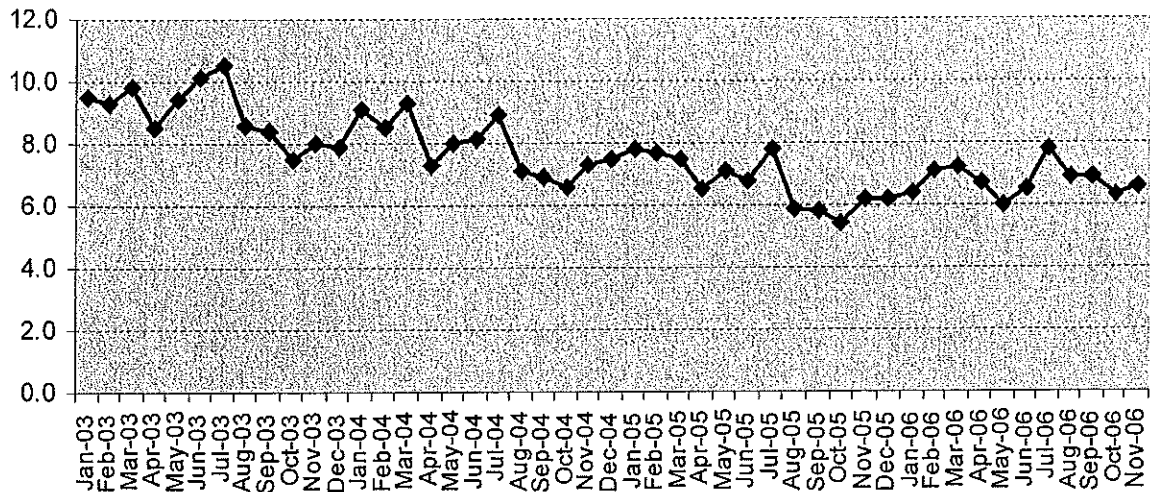
Job Postings in Chronicle



Number of Muskegon County Residents employed



Muskegon County Unemployment Rate



Muskegon County Employment by Sector

Industry	Nov-07	Oct-06	Sep-06	Aug-06	Jul-06	Jun-06	May-06	Apr-06	Mar-06	Feb-06	Jan-06	Dec-05	Nov-05
Total Nonfarm	67,100	66,800	66,700	66,500	66,700	67,800	67,600	66,400	66,100	66,300	66,400	67,700	67,800
Total Private	57,300	57,100	57,500	58,400	58,600	58,600	57,900	56,800	56,300	56,600	56,800	58,000	58,000
Goods Producing	16,000	15,900	16,000	16,000	16,000	16,200	16,100	15,800	15,800	16,200	16,200	16,300	16,300
Service Providing	51,100	50,900	50,700	50,500	50,700	51,600	51,500	50,600	50,300	50,100	50,200	51,400	51,500
Private Service Providers	41,300	41,200	41,500	42,400	42,600	42,400	41,800	41,000	40,500	40,400	40,600	41,700	41,700
Natural Resources and Mining and Construction	2,600	2,600	2,700	2,700	2,700	2,700	2,600	2,400	2,300	2,300	2,300	2,500	2,600
Manufacturing	13,400	13,300	13,300	13,300	13,300	13,500	13,500	13,400	13,500	13,900	13,900	13,800	13,700
Durable Goods	11,500	11,400	11,600	11,600	11,500	11,500	11,400	11,200	11,100	11,100	11,100	11,000	10,800
Trade Transportation and Utilities	14,000	13,800	13,700	13,800	13,800	13,900	14,000	14,000	13,900	13,700	13,900	14,500	14,300
Wholesale Trade	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,400	1,400	1,500	1,400
Retail Trade	11,200	11,000	10,900	11,000	11,000	11,100	11,200	11,200	11,100	11,000	11,200	11,700	11,600
Transportation Warehousing and Utilities	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Information	900	900	900	900	900	900	1,000	900	1,000	1,000	1,000	1,000	1,000
Financial Activities	1,900	1,900	1,900	2,000	2,000	2,000	1,900	2,000	1,900	1,900	2,000	2,000	2,000
Professional and Business Services	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,100	4,000	4,000	4,100	4,100
Educational and Health Services	10,400	10,300	10,200	10,100	10,200	10,300	10,400	10,300	10,200	10,300	10,300	10,300	10,400
Leisure and Hospitality	7,300	7,500	8,000	8,700	8,700	8,300	7,600	6,900	6,700	6,800	6,700	7,100	7,200
Accommodation and Food Services	5,600	5,700	5,800	6,200	6,200	6,200	6,000	5,800	5,700	5,800	5,800	5,900	5,900
Food Services and Drinking Places	5,300	5,300	5,400	5,500	5,600	5,600	5,500	5,300	5,300	5,500	5,500	5,600	5,500
Other Services	2,600	2,600	2,600	2,700	2,800	2,800	2,700	2,700	2,700	2,700	2,700	2,700	2,700
Government	9,800	9,700	9,200	8,100	8,100	9,200	9,700	9,600	9,800	9,700	9,600	9,700	9,800
Federal Government	400	400	400	400	400	400	400	400	400	400	400	400	400
State Government	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Local Government	8,200	8,100	7,600	6,500	6,500	7,600	8,100	8,000	8,200	8,100	8,000	8,100	8,200
Local Government Educational Services	5,700	5,600	5,100	3,800	3,800	4,900	5,500	5,400	5,700	5,600	5,500	5,500	5,600

Economic Vision for Muskegon County -

Create a model waterfront community where all people may prosper in a healthy environment!

Muskegon County Michigan will be known as.....

A **Global leader in advanced manufacturing** with specialization in metal, plastic and alternative energy

A popular **Midwest waterfront destination for year-round tourism**, cultural and recreation activities

A popular **Midwest waterfront destination for residential living and retirement**

The **Regional lakeshore center for affordable quality health care** in basic and specialty services

The **Regional lakeshore center for life-long learning** with emphasis in workforce training, higher education and private and public research

The **Regional lakeshore center for retail services**

What are the drivers for these goals?

Educated and globally minded citizens

County-wide state of the art public infrastructure, including technology

Outstanding and well funded institutions, facilities and businesses

Protect and preserve our unique natural resources

Government Cooperation and Harmonious Community Leadership

Coordinated Land use planning

Safe Environments for all people

Affordable cost of doing business and Living

Global Transportation Access

A welcoming and diverse culture

What are the valued results?

Healthy lifestyle and quality of Life for all people

Well-paid sustainable and meaningful careers

Strong Tax Base with quality government services

Global Culture

An environmentally and visually attractive community

Generous corporate and individual giving of time and money

Potter, Linda

From: Paul, Tim
Sent: Thursday, December 28, 2006 10:32 AM
To: Potter, Linda; Mazade, Bryon
Cc: Lisman, Tony (Walker Arena)
Subject: For Worksession Agenda
Attachments: scanb.pdf

Linda -

To be distributed only to City commissioners for Monday worksession.

12/28/2006

Potter, Linda

From: Mazade, Bryon
Sent: Friday, December 22, 2006 8:37 AM
To: Paul, Tim; Potter, Linda
Subject: RE: Arena Naming Rights

Sounds good.

From: Paul, Tim
Sent: Friday, December 22, 2006 8:35 AM
To: Mazade, Bryon; Potter, Linda
Subject: RE: Arena Naming Rights

Suggest calling it "facility sponsorship" and placing it at bottom of agenda?

From: Mazade, Bryon
Sent: Friday, December 22, 2006 8:27 AM
To: Potter, Linda
Cc: Paul, Tim
Subject: Arena Naming Rights

Please put this item on the January work session agenda. Thanks.

12/27/2006

Memo

To: City Commission City Manager

From: Finance Director

Date: December 28, 2006

Re: Facility Naming Rights

Background

In 2005, the City received permission from the family of LC Walker to sell naming rights to the downtown Arena. This was seen as a way to generate additional cashflow to help fund Arena operating costs (i.e. reduce general fund subsidy) and to help finance replacement of facility equipment (such as boilers) that are now nearly fifty years old.

The initial approach taken was to try selling the naming rights locally using Arena management/hockey staff. The new arena management contract included a provision that paid the 10% of the "average annual amount paid for naming rights to the Arena if Manager brings the Buyer to the City and a deal is consummated." It was anticipated that this payment would be \$10,000 - \$12,500, based on expected annual naming rights revenue of \$100,00 to \$125,000.

Unfortunately, we have been unable to fashion a deal ourselves and both staff and the Arena manager now believe it is best to bring in the expertise of a consulting firm specializing in naming rights marketing.

Worst Case/Best Case

We were able to identify a small number of consulting firms with experience and expertise in brokering sports facility naming rights deals. As you might expect, much

of the activity is centered on major league sport venues and/or newly constructed facilities. In some cases it was difficult getting calls returned. However, we were able to identify one firm – Sports Facilities Marketing Group – that has developed a niche in smaller market facilities such as ours.

Tony Lisman and I have met with SFMG and believe that, based on their experience and successes in comparable markets, it would be worthwhile to retain their services. I have attached a copy of their preliminary proposal to us and have summarized the cost component below:

Item	Best Case (\$1million, 10-year deal)	Worst Case
Fee	\$20,000	\$20,000
10% Commission (payable in first two years - \$50,000/year)	100,000	0
Expenses (maximum – likely should not exceed \$5,000)	7,500	7,500
Total Cost	\$127,500	\$27,500
Naming Rights Revenue to City	\$1,000,000	\$0

Recommendation

Obviously there is risk that the city ends up paying a consulting fee with no naming rights deal to show for it. However, there is also good reason to believe that the Arena's naming rights have substantial value and are marketable in the right hands – e.g. Business 31 traffic routed past marquee, highly successful hockey team, experience in other communities, etc.

Staff is recommending approval of this consulting engagement. Tony Lisman as well as representatives of SFMG will be in attendance to discuss their methodology, realistic revenue potential, and answer questions. It is anticipated that this item will be brought to the Commission for a final decision at the second meeting in January.

Thank you.



Proposal to Arena Management Group LLC for Development and Marketing of Naming Rights and Sponsorships for L.C. Walker Arena

November 29, 2006

This proposal by Sports Facilities Marketing Group (SFMG) for work on behalf of Arena Management Group LLC (AMG) is divided into two parts:

- | | |
|-----------------|---|
| Phase I | Situational Analysis, Asset Identification and Valuation, Inventory Development, Pricing and Packaging, Identification of Prospects and Sales Strategy. |
| Phase II | Marketing and Sales Execution. |

Phase I

Scope of Work

- a. Situational Analysis – Perform a comprehensive review of past and current activities related to L.C. Walker Arena naming rights and sponsorships.
- b. Asset Identification – Identify and quantify L.C. Walker Arena assets for potential inclusion in naming rights and sponsorship packages.
- c. Asset Valuation – Define value of L.C. Walker Arena assets based on industry standards, valuation techniques and market conditions.
- d. Inventory Development – Create naming rights and sponsorship opportunities based on prospective purchasers as well as the objectives L.C. Walker Arena.
- e. Pricing and Packaging – Recommend pricing, terms, and benefits for naming rights and sponsorship packages.
- f. Identification of Prospects – Identify local, regional and national companies and organizations best suited for purchasing naming rights and sponsorships.
- g. Sales Strategy – Develop strategic marketing and sales plan for naming rights and sponsorship packages.
- h. Reporting – Deliver comprehensive report on the topics listed above.

Term

A four-week term is proposed for **Phase I**, commencing February 1, 2007 and concluding February 28, 2007.

Phase II

Scope of Work

- a. Sales Materials – Creation of high impact PowerPoint presentations for naming rights and sponsorship opportunities.
- b. Sales Execution – Provide SFMG principals and staff to execute sales program.
- c. Contract Administration – Coordinate execution of contracts between sponsors and WEC.

During the **Phase II** term, SFMG will be the exclusive agency for AMG for the development and marketing of naming rights and sponsorships.

Term

The **Phase II** term will commence March 1, 2007 and conclude September 30, 2008.

Staffing

SFMG Principals Hamp Howell, Tim Wicinski and Ben Wrigley will oversee SFMG's work.

Compensation

SFMG proposes a Fee of \$5,000 per month for the first four months of the project (**Phase I** and the first three months of **Phase II**). *(See provision below for offsetting portion of Fee from Commissions.)*

In addition to the Fee, SFMG proposes a Commission on Gross Term Revenue as follows:

Gross Term Revenue	Commission Rate
\$0 - \$1,000,000	10.0%
\$1,000,001 +	15.0% ¹

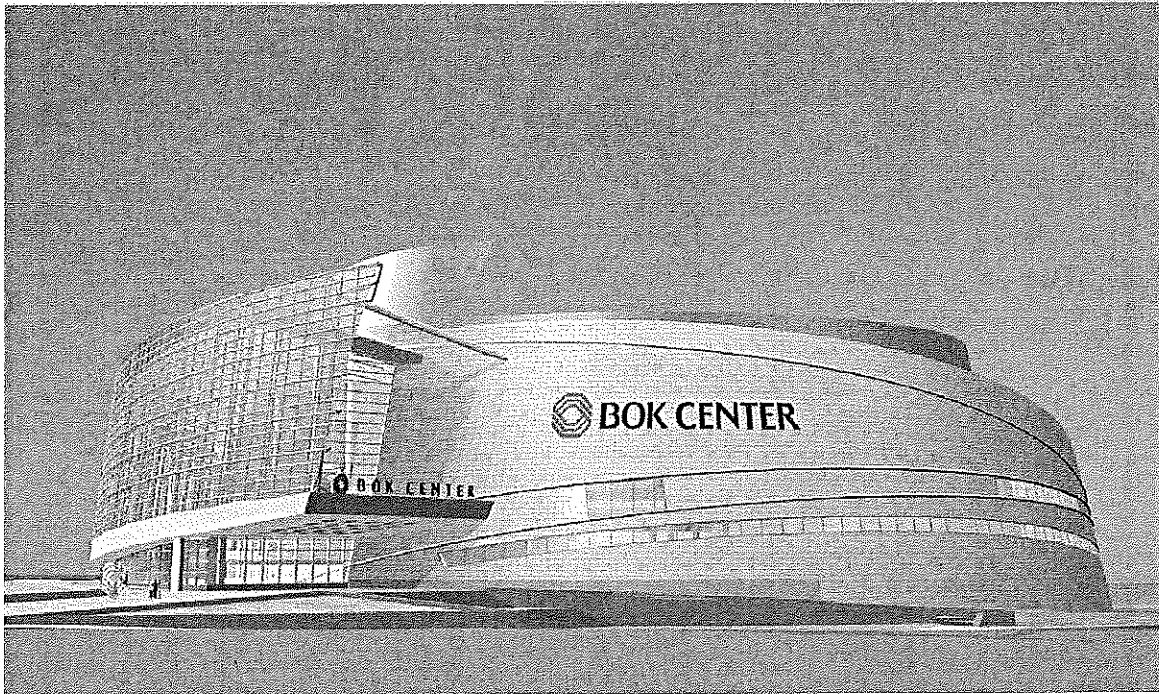
¹Commission to be reduced to 12.0% until one-half of the fee (\$10,000) is offset.

The Commission is to be paid in the first two years in which revenue is received and is based on Gross Term Revenue. Gross Term Revenue is defined as gross revenue payable to AMG under the full initial term of agreements secured by SFMG, including any and all revenue received under any escalation provision, before offset for any expenses and/or sponsor benefits. Gross Term Revenue also includes the fair market value of any in-kind contribution received by AMG in exchange for any benefit granted by AMG.

Expenses

SFMG is to be reimbursed by AMG for pre-approved out-of-pocket expenses incurred, not to exceed a total of \$7,500. Such expenses include, but are not limited to, airfare, car rental, hotel, meals, parking, mileage, phone charges, printing, copying and postage.





SPORTS FACILITIES MARKETING GROUP

Experienced Leaders in Venue Marketing





C O N T E N T S

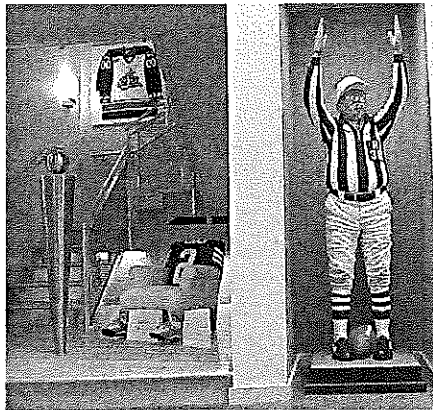
About SFMG	2
Capabilities	3
Premium Seating, Seat Licenses, Season Ticket Sales	
Naming Rights / Sponsorships	
Clients / Experience	4
SFMG Principals	9

About SFMG

Sports Facilities Marketing Group (SFMG), based in Cleveland, Ohio, is an experienced leader in sports venue marketing, having successfully planned and executed some of the largest sports marketing campaigns over the past ten years.

SFMG's mission is to provide professional sales and marketing services to colleges and universities, sports and entertainment venues, municipalities, professional sports organizations and sports authorities to assist in maximizing revenues from marketing-based sources.

SFMG offers a range of capabilities, from initial consultation and feasibility analysis to valuation of marketing-based assets, marketing planning and turnkey execution of marketing plans.



Capabilities

The types of income sources for which SFMG can provide consultative, planning and executional assistance include:

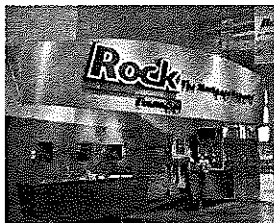
Premium Seating / Seat Licenses / Season Ticket Sales

- ❖ Project feasibility analysis.
- ❖ Development and fielding of qualitative and quantitative market research.
- ❖ Advising architects and project principals on seating bowl and Premium Seating design.
- ❖ Strategic planning including inventory yield analysis and marketing plan development.
- ❖ Recommendations regarding optimum Premium Seating, Seat License and Season Ticket configuration, pricing, benefits and amenities.
- ❖ Supervision of design and build-out of venue marketing center and design and production of audio-visual and printed collateral materials.
- ❖ Turnkey sales execution including involvement of local representation as required.
- ❖ Contract administration



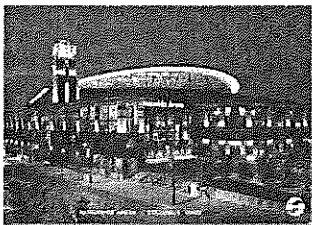
Naming Rights / Sponsorships

- ❖ Establish property goals of Naming Rights and sponsorship program
- ❖ Comprehensive review of property to identify all assets available for inclusion in Naming Rights and Sponsorship packages
- ❖ Conduct valuation of assets based on industry standards, valuation techniques and market conditions
- ❖ Creation of Naming Rights and Sponsorship packages including levels, pricing, benefits, values and terms
- ❖ Identification of local, regional, national and international companies as qualified prospects for Naming Rights and Sponsorship opportunities
- ❖ Development of comprehensive marketing and sales strategy
- ❖ Consultation with architects and project principals during design phase to optimize Naming Rights and Sponsorship opportunities
- ❖ Preparation of high quality audio-visual presentations and printed sales materials
- ❖ Plan and coordinate functions and events to attract sales prospects
- ❖ Turnkey sales execution of Naming Rights and Sponsorship packages



Clients / Experience

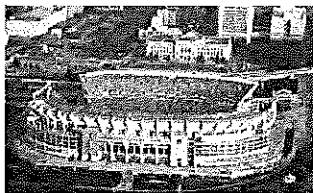
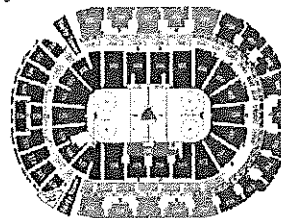
SFMG's diverse client base and experience includes colleges and universities, events, minor league venues, teams and facilities from all major professional sports, as well as sports complexes, convention centers and performing arts centers.



SFMG was the exclusive agency for Nationwide Insurance Enterprise – developers of the Columbus, Ohio, \$150 million, 18,500-seat **Nationwide Arena**, which opened in September, 2000 - and the National Hockey League expansion **Columbus Blue Jackets**. SFMG planned and successfully executed all aspects of the Premium Seating, Season Ticket and Personal Seat License (PSL) marketing programs for Nationwide Arena and the Blue Jackets.

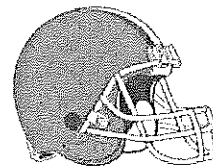
After conducting extensive market research, SFMG worked closely with the arena architects to develop a design that provided attractive seating options and amenities for all market segments, from individuals to small companies to large corporations. The resulting design has been critically acclaimed and, as importantly, generated significant Premium Seating, PSL and Season Ticket revenue for our clients.

SFMG sold out seven of the available sections in the new Nationwide Arena, including all Premium Seating, and the Blue Jackets' attendance has averaged more than 98% of capacity.

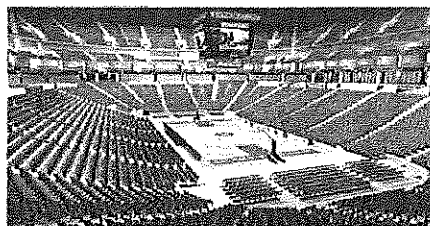


SFMG – through its Cleveland Stadium Marketing unit – was the exclusive agency working on behalf of the National Football League for Premium Seat marketing for **Cleveland Browns Stadium**, the \$315 million, 72,000 seat home of the NFL Cleveland Browns.

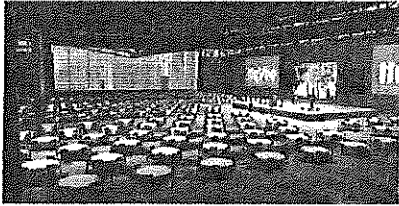
In its agreement with the City of Cleveland, the NFL had a Premium Seating sales requirement as the prerequisite for Cleveland's receiving an expansion franchise for the 1999 season. SFMG was hired to direct this Premium Seating campaign and in four months sold 82 of the 114 Suites and more than 7,000 of the 8,000 Club Seats. The Club Seats included the first PSLs sold in Cleveland and among the first PSLs sold to an existing season ticket holder base. SFMG exceeded the NFL's ambitious Premium Seating sales requirement of \$9.4 million by more than \$6.0 million (+65%) and, in total, generated gross Premium Seating revenues – over term – of \$150 million.



SFMG was the exclusive agency for the **Iowa Events Center** in Des Moines, Iowa, directing the planning and execution of all Premium Seating and Sponsorship sales. This \$217 million multi-purpose complex, which opened in 2005, includes a 16,000-seat arena, 100,000-square-foot exhibit hall and renovated Veterans Memorial Auditorium. The arena is home to the AHL Iowa Stars.

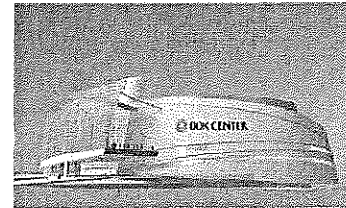


SFMG conducted a marketing feasibility analysis that projected sufficient private-source income to cover bond debt service. On that basis, the project was green-lighted, and SFMG was hired to handle all aspects of project marketing.



SFMG sold the Naming Rights to both the Arena (**Wells Fargo Arena**) and Exhibit Hall (**Hy-Vee Hall**) for a total of \$20 million and secured a multi-year pouring rights deal with Coca-Cola. Additionally, SFMG generated \$18.5 million in private-source commitments for Sponsorships and Premium Seating, including the pre-sale of 24 arena Suites.

In October 2005, SFMG announced the sale of Naming Rights to the 17,500 seat arena (**BOK Center**) being built in downtown Tulsa, OK to Bank of Oklahoma (BOK) for \$11.5 million over 20 years. SFMG is the exclusive sales agency for Tulsa Vision Builders and the City of Tulsa on the \$183 million project, which includes the downtown arena and renovation of the Tulsa Convention Center. Following a comprehensive marketing feasibility study, SFMG developed, and has recently begun implementing a strategic sales plan which includes arena Sponsorship package and Premium Seating and Convention Center naming rights. To date SFMG has secured over \$----- in Sponsorship and Suite sales.



SFMG's newest client is the **Cleveland State University Athletic Department**. SFMG has been retained to generate revenue for the department through the sale of corporate Sponsorships. Cleveland State University is a Division I school located in downtown Cleveland, and is a member of the Horizon League.

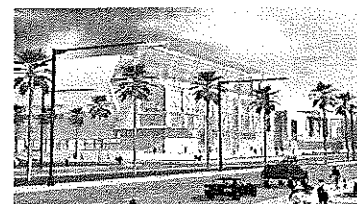
SFMG has been hired by the **Cumberland County Civic Center** in Portland, Maine to market Naming Rights to the building. The Civic Center is Maine's largest multi-purpose venue with a capacity of 8,700 seats. The Civic Center attracts over 375,000 visitors a year to over 100 events and is home to the AHL Portland Pirates and University of Maine events.



SFMG negotiated Naming Rights to the **Rock Financial Showplace** in Novi, MI (suburban Detroit) which opened in summer 2005. Rock Financial Showplace is the largest privately operated convention and exhibition center in Michigan featuring 214,000 sq.ft of exhibit space and

40,000 sq.ft of meeting space. The \$18 million Rock Financial Showplace is expected to draw in excess of 1.5 million visitors annually from over 225 events.

SFMG was retained by the City of Corpus Christi, Texas to market Naming Rights to its bayfront complex including the renovated Bayfront Plaza Convention Center as well as a new 10,000-seat multi-purpose arena. The complex opened in 2004. The Convention Center includes 76,000 sq.ft. of exhibit space,

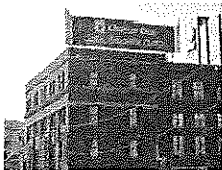


two ballrooms and 21 meeting rooms. **American Bank Arena** is home to the Texas A&M University-Corpus Christi's men and women's athletic programs, as well as the Corpus Christi Rayz of the Central Hockey League. SFMG initiated negotiations with American Bank, which purchased the Naming Rights to the complex in early 2004.



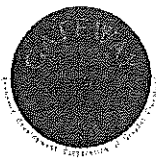
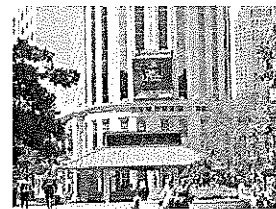
SFMG conducted an in-depth study of the **Cleveland Indians** Premium Seating program. SFMG reviewed pricing, benefits, amenities and sales tactics for both Club Seats and Suites at Major League Baseball venues and provided a sales plan to enhance the Indians' program in coming seasons.

SFMG conducted several studies for Forest City Ratner, the group developing the new arena in Brooklyn, NY, which will be home to the **New Jersey Nets**. Research included a detailed comparison of all facets of Premium Seating of 17 NBA arenas and teams, including pricing, location, terms and amenities. Additional research included a study of NBA team sellouts. SFMG also provided project principals with a commentary on trends in new NBA arena design.



SFMG was retained by the **Greater Cleveland Partnership** (one of the nation's strongest regional economic development organizations and the largest U.S. metropolitan chamber of commerce) to negotiate a Naming Rights opportunity for a downtown building co-owned by the entity. SFMG developed the Naming Rights package (including benefits, pricing and term) and participated in negotiations with Charter One Bank to name the building the Charter One Global Enterprise Center. Funds from the naming rights agreement are being used by the Greater Cleveland Partnership to add a state-of-the-art conference center in the building.

SFMG developed a comprehensive business plan to raise the profile of the **Playhouse Square Theater District** while providing a revenue generating mechanism without sacrificing the uniqueness of this historical area. The business plan included the installation of two 18'x16' LED video boards and one 3'x100' LED video ticker board strategically located at high traffic areas at the center of the district. SFMG assisted with the selection of the video board vendor and development of the video board corporate Sponsorship sales program.



SFMG developed Naming Rights and other Sponsorship strategies on behalf of **Gateway**, the developmental authority for Quicken Loans Arena and Jacobs Field. Additionally, SFMG developed a signage program for the Gateway Complex that includes video boards, rotational signage and static signage.

SFMG marketed Sponsorships for **Ice Land USA**, a recreational hockey and figure skating center located in Strongsville, Ohio, featuring two NHL size rinks, a pro shop, party room and a studio ice rink. SFMG secured over \$730,000 in Sponsorship term revenue including a Pouring Rights agreement and sale of Naming Rights to the east rink for \$250,000.

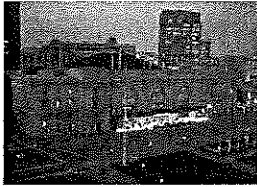


SFMG was the exclusive agency for marketing of Premium Seating and Sponsorships for the Midwest (A) League **Cedar Rapids Kernels** and their new Veterans Memorial Stadium, which opened in April 2002. SFMG was successful in selling out all available Premium Seating; selling 90% of potential Sponsorships, and generating \$4 million over the term of signed agreements for the Kernels.



SFMG also worked with the Midwest (A) League **Swing of the Quad Cities** on the marketing of Premium Seating and Sponsorships for the renovated John O'Donnell Stadium, which opened in April of 2004.

SFMG worked exclusively with the NBA **Seattle SuperSonics** and Seattle Center for the sale of Suites at KeyArena. SFMG had two full-time employees on-site and generated over \$850,000 in term revenue.



SFMG was retained by SMG, the operator of the **Bill Graham Civic Auditorium** in San Francisco, to identify Naming Rights and Sponsorship assets, develop inventory and forecast future revenue from naming rights and Sponsorships under three separate scenarios for the historic 7,000-seat auditorium which has no corporate partners. Programming Scenarios included the addition of a WNBA team and the

University of San Francisco Basketball Program as tenants.

The **Golden State Warriors** also have been an SFMG client, with SFMG responsible for all Luxury Suite marketing at the Arena in Oakland. From July 1998 - May 2002, SFMG worked closely with the team to build innovative marketing strategies, and sold 5.5 suites resulting in term revenue of \$9 million, an increase in sales by over 500%.



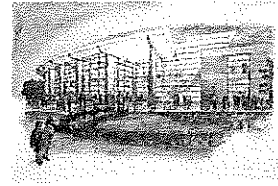
In the spring of 2003, SFMG conducted a study of the Folsom Field Premium Seating program and provided a sales plan. SFMG was then contracted to sell the new stadium Suites and Club Seats, which were completed for the 2003 **University of Colorado** football season.

The **Everett Regional Special Events Center** in Everett, WA also was an SFMG project. The 10,000-seat arena, which opened in the fall of 2003, is home to the WHL Silvertips. SFMG generated \$5.2 million in term revenue marketing Sponsorships and Premium Seating for the arena.



SFMG provided marketing consultative service to the **Oakland Raiders**. SFMG provided the Raiders with research and analysis for income sources including Naming Rights, Premium Seating, Season Tickets, PSLs and signage.

SFMG marketed Sponsorships and Premium Seating for the \$90 million **Arena at Gwinnett Center**, located in suburban Atlanta. The 13,000-seat arena, which opened in February 2003, is the home of the AFL Georgia Force and ECHL Gwinnett Gladiators, as well as concerts, family shows and collegiate events. SFMG generated \$9.5 million in term revenue, including a multi-year, lucrative pouring rights deal with Coca-Cola.



SFMG also has international experience. On behalf of PanAmerican Sports Stadiums and the **Corinthians Soccer Club** of São Paulo, Brazil, SFMG worked on Premium Seating marketing planning for the 50,000-seat, US\$90 million Corinthians Stadium, including the sale of the Stadium's 296 Suites and 14,000 Club Seats.

SFMG has generated more than \$600 million in term income for its clients.

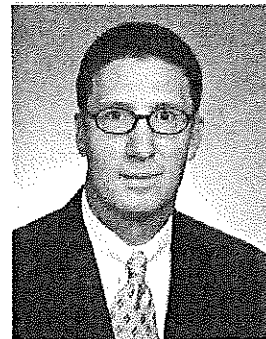
SFMG Principals

SFMG principals have more than 50 years of hands-on sports marketing experience.

SFMG's President is **Harry C. ("Hamp") Howell, III**. Howell is actively involved in all of SFMG's marketing and sales campaigns. Previously, he led planning for Corinthians Stadium (São Paulo, Brazil), the Nationwide Arena marketing program, was the City of Cleveland's marketing representative in its negotiations with the NFL regarding the City's retaining the Browns franchise, and has also worked on several other professional sports facilities projects. Howell was also vice president of marketing for Gateway Corp., the public-private partnership that developed Jacobs Field and Quicken Loans Arena, and he worked with the project's tenants – MLB's Indians and NBA's Cavs – to generate more than \$27.5 million in annual Premium Seating and Sponsorship income. Howell has also held senior marketing positions with Marriott Corporation and the Louisiana World Exposition and was on the Board of the Greater Cleveland Sports Commission.



Ben Wrigley, who has held marketing positions with NFL and NBA franchises, is SFMG's Vice President of Business Operations. Wrigley is project director for SFMG's work on the BOK Center and Tulsa Convention Center project. Previously, he was project director for the Nationwide Arena / Columbus Blue Jackets Premium Seating and PSL marketing programs, managed SFMG's involvement in the Cleveland Browns Premium Seating sales campaign, worked on the Carolina Panthers PSL program, and managed all aspects of the following projects - Cedar Rapids Kernels, Iowa Events Center, Everett Regional Special Events Center and Arena at Gwinnett Center.



Tim Wicinski is SFMG's Director of Sales, providing sales and marketing functions for the company's various projects. Wicinski directed the sale of Naming Rights to the Rock Financial Showplace as well as SFMG's role with the Grand Prix of Cleveland and the Charter One Global Enterprise Center. Wicinski is currently leading the Cleveland State University Marketing program, the Cumberland County Civic Center Naming Rights sales campaign and marketing the hospitality rights to Fanfair. Consulting projects managed by Wicinski include the Brooklyn Arena (new arena for the NBA's New Jersey Nets), Tassajara Soccer Complex, Nordon Hills School District Athletic Complex and the Bill Graham Civic Auditorium. Previously, he was Tournament Manager for the Giant Eagle LPGA Classic as well as Director of Operations for Pacific Sports LLC. Wicinski was also an associate in the IMG Golf Division.



MARKETING SERVICES AGREEMENT

This Marketing Services Agreement ("Agreement") is entered into effective as of February 1, 2007, by and between the City of Muskegon, Michigan ("City") and WRCHowell, Inc., an Ohio corporation, doing business as Sports Facilities Marketing Group ("SFMG").

WITNESSETH:

WHEREAS, the City is seeking a professional marketing, advertising and sales organization to provide services supporting the marketing and sale of Sponsorships and Naming Rights to the L.C. Walker Arena (the "Arena") in Muskegon, Michigan; and

WHEREAS, SFMG is an experienced provider of marketing services in connection with sports, entertainment and convention facilities and has proposed to act as the City's exclusive representative for a turnkey Sponsorship and Naming Rights program for the Arena, as further described below; and

WHEREAS, the City desires to engage SFMG as a consultant, on an exclusive basis, to furnish such marketing services under the terms, conditions and provisions contained herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto agree as follows:

Section 1. Services of Consultant

A. Exclusive Representative. During the Term hereof (as defined in Section 2 below), the City hereby appoints SFMG to act as its exclusive representative to formulate a marketing program to solicit corporations, companies, partnerships, individuals and/or other entities in order to secure Sponsorships and Naming Rights for the Arena. However, It is understood that the City shall have 45 days from the date of this agreement to contact and exclusively negotiate with ALCOA for sponsorship and naming rights to the Arena outside the terms of this agreement.

The marketing services provided under this Agreement shall be referred to as the "Arena Marketing Program." The City may not sell, assign, transfer, grant or license to any other party the exclusive rights granted to SFMG hereunder.

B. Office and Staffing. SFMG shall determine, in its sole discretion, the staffing and personnel required for providing marketing services hereunder. SFMG representatives Harry C. ("Hamp") Howell, III, Tim Wicinski, Ben Wrigley and/or such other SFMG representatives, if determined necessary by SFMG due to the unavailability of one or more of the foregoing representatives, will manage the services provided hereunder.

C. Contract Administration. SFMG shall market Sponsorships and Naming Rights to the Arena in a manner consistent with the Arena Marketing Program. The City and the

purchasers of Arena Sponsorships and/or Naming Rights shall enter into Sponsorship and/or Naming Rights Agreements. The City shall use reasonable and good faith efforts to enter into Sponsorship and/or Naming Rights Agreements with potential purchasers targeted by or referred to SFMG. The City agrees to provide SFMG a copy of a final, signed version of each Sponsorship and/or Naming Rights Agreement. SFMG will oversee all contact with potential purchasers necessary to complete the execution of the Sponsorship and/or Naming Rights Agreements; however, the City hereby acknowledges and agrees that SFMG is not guaranteeing any level of purchase of, or the receipt of payment for Sponsorships and/or Naming Rights marketed by SFMG pursuant to this Agreement. The City will be responsible for all invoicing to purchasers for payments due under the Sponsorship and/or Naming Rights Agreements.

D. Scope of Services. The scope of services to be provided by SFMG hereunder are more particularly described on Exhibit A hereto.

Section 2. Term

A. Term. The term of this Agreement shall commence effective as of February 1, 2007 and shall, unless extended by the parties or unless sooner cancelled or terminated pursuant to the provisions hereof, expire on September 30, 2008.

Section 3. Compensation

A. Fee. The City shall pay SFMG a base fee (the "Base Fee") of \$20,000 payable according to the following schedule:

<u>Payment Due Date</u>	<u>Amount</u>
February 1, 2007	\$5,000
March 1, 2007	\$5,000
April 1, 2007	\$5,000
May 1, 2007	\$5,000

B. Expenses. In addition to the Base Fee, the City shall reimburse SFMG for expenses incurred by SFMG during the Scope of Services, including but not limited to airfare, lodging, meals, car rental, postage, phone, parking, printing, copying and mileage ("Expenses"). The City shall only reimburse SFMG a maximum of \$7,500 for Expenses. SFMG will invoice the City for Expenses on a monthly basis. The City shall reimburse SFMG for Expenses invoiced within thirty (30) days of receipt of invoice. SFMG shall submit to City invoices and supporting documentation for all Expenses. The City must notify SFMG of invoice disputes in writing no more than fifteen (15) days of receipt of invoice. If such written notification is not received by SFMG, the invoice shall be deemed accepted and approved by the City. It is expressly agreed and understood that SFMG may have, prior to execution of this Agreement, already incurred certain Expenses.

C. Commission. In addition to the Base Fee and Expenses, the City will pay a Commission ("Commission") to SFMG on the term revenue generated from any Sponsorship and/or Naming Rights Agreement ("Term Revenue") according to the following schedule:

<u>Term Revenue</u>	<u>Commission Rate</u>
\$0 - \$1,000,000	10.0%
All in excess of \$1,000,000	15.0% ¹

¹Commission is reduced to 12.0% until one-half of the Base Fee (\$10,000) is offset.

The Commission shall be earned upon acceptance of a Sponsorship and/or Naming Rights Agreement by the City or upon payment of any revenue from the purchaser regardless of whether a Sponsorship and/or Naming Rights Agreement is actually executed. For purposes of this Agreement, Term Revenue shall equal gross revenue received or which may be received by the City under the terms of the Sponsorship and/or Naming Rights Agreement, including any and all revenue received or which may be received under any escalation thereof, before offset for any expenses and before any sponsor or advertiser benefits. Term Revenue shall include, without limitation, the fair market value of in-kind contributions received or which may be received by the City in exchange for any benefit granted by the City. Said in-kind value shall be determined and agreed to by SFMG and City prior to execution of the Sponsorship and/or Naming Rights Agreement. In addition, SFMG shall receive a Commission for any Sponsorship and/or Naming Rights Agreement entered into or revenue collected resulting from negotiations or serious discussions held during the Term hereof and concluded within six (6) months after the expiration of the Term of the Agreement and any extension thereof. This provision shall survive the expiration or early termination of this Agreement for any reason.

D. Payment Terms. Any Commission due SFMG shall be paid by the City in the first two years of the Sponsorship and/or Naming Rights Agreement in which revenue is to be received by the City, regardless whether or not the City actually receives any Sponsorship and/or Naming Rights income during the first two years of such agreement or otherwise. SFMG will invoice the City for Commission payments. The City must notify SFMG of invoice disputes in writing no more than fifteen (15) days of receipt of invoice. If such written notification is not received by SFMG, the invoice shall be deemed due and payable immediately by the City. The requirement to pay Commissions to SFMG shall survive the termination of this Agreement.

A late charge in the amount of one and one-half percent (1.5%) per month shall be applied to any payments due hereunder which remain outstanding beyond forty-five (45) days from the date of the invoice.

E. Records and Audits. During the initial term of any Sponsorship and/or Naming Rights Agreement entered into pursuant hereto, and for a period of three (3) years thereafter, the City shall maintain and retain complete, thorough and accurate books, accounts and records of revenue generated and collected by the Sponsorship and/or Naming Rights Agreement and/or as a result of the purchase of Sponsorships and/or Naming Rights, regardless of whether a Sponsorship and/or Naming Rights Agreement is actually executed. To ensure compliance with the terms of this Agreement, upon reasonable prior notice to the City, which shall be at least

three (3) business days, SFMG shall have the right to inspect, and audit the relevant books, accounts and records of the City. In the event that such inspection and audit uncovers any errors in the recording of revenue or payment of Commissions, the Commissions found to be due SFMG shall be payable within fifteen (15) days of receipt of an invoice from SFMG. This provision shall survive the expiration or early termination of this Agreement for any reason.

Section 4. Default and Remedies

A. SFMG shall be in default of this Agreement upon the happening of any of the following events:

1. If SFMG fails to observe or perform any of the covenants or agreements to be observed or performed by it hereunder and such failure continues for a period of thirty (30) days after written notice thereof is given to SFMG by City;
2. If SFMG abandons or discontinues its operations except when such abandonment or discontinuance is caused by fire, earthquake, war, strike or other calamity beyond its control.

B. Upon the happening of any one or more of the events as set forth in Paragraph A of this Section, the City may, at its option, terminate this Agreement by delivering a notice to SFMG.

C. The City shall be in default of this Agreement upon the happening of any of the following events:

1. If the City fails to observe or perform any payment obligation under this Agreement and such failure continues for a period of fifteen (15) days after written notice thereof is given to the City by SFMG;
2. If the City fails to observe or perform any other obligation under this Agreement and such failure continues for a period of thirty (30) days after written notice thereof is given to the City by SFMG.

D. Upon the happening of any one or more of the events as set forth in Paragraph C of this Section, SFMG may, at its option, terminate this Agreement by delivering a notice to the City.

E. All rights and remedies granted by either party hereunder and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that either party may have exercised any remedy without terminating this Agreement shall not impair such party's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled.

F. Notwithstanding the foregoing, or anything else in the Agreement to the contrary, upon any termination of this Agreement prior to the end of the Term, the entire amount of any unpaid Base Fees, Commissions and Expenses due SFMG hereunder shall be accelerated and shall at once become immediately due and payable by the City. Upon default by the City of any amount due by the City hereunder, all amounts due and unpaid shall bear interest at fifteen percent (15%) per annum.

Section 5. Miscellaneous

A. Ownership of Materials and Records. All marketing materials, reports, lists, information, data and any other materials obtained or prepared by SFMG in performing its obligations under this Agreement shall be City's exclusive property, and upon termination SFMG agrees to destroy and dispose of all marketing materials, reports, lists, information and data after providing to City a complete inventory and copies of all other prepared materials that shall be deemed City's work product with full rights to utilize, provided that City has performed all obligations hereunder on its part to be performed hereunder.

B. Non-Disclosure. All materials and any other information regarding City or its business, the Arena and the Arena Marketing Program that is supplied to SFMG by City or learned by SFMG during the course of its performance under this Agreement and not intended by City for public distribution shall be "Confidential Information" for purposes of this Agreement. Subject to applicable law, SFMG shall (a) keep all Confidential Information strictly secret and confidential; (b) insure that the secrecy of all Confidential Information is maintained by its employees and agents; (c) not reveal any Confidential Information to third parties; (d) promptly return all material containing any Confidential Information to City upon the expiration or early termination of this Agreement for any reason; and (e) not make any use whatsoever of the Confidential Information except for the purpose specified in Section 1 of this Agreement.

C. Assignability. City and SFMG shall not assign this Agreement without the express written consent of the other party hereto.

D. Successors. This Agreement shall inure to the benefit of and be binding upon SFMG, City and their respective successors and permitted assigns.

E. Notices. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by facsimile transmission or on the third day after mailing if mailed by certified mail, postage prepaid, return receipt requested, as follows:

1. If to SFMG, to:

Sports Facilities Marketing Group
921 Huron Road, Suite 200
Cleveland, Ohio 44115
Facsimile: (216) 696-7144
Attn: Harry C. Howell, III

2. If to the City, to:

City of Muskegon
Attn: City Manager
PO Box 536
Muskegon, MI 49440
Facsimile: (231) 726 2325

or to such other address as any party shall have designated by notice in writing to the other parties.

F. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements and understandings of the parties, oral and written, with respect to its subject matter. None of the terms or provisions of this Agreement may be changed, waived, modified, discharged or terminated except by an instrument in writing executed by the party or parties against whom enforcement of the change, waiver, modification, discharge or termination is asserted. No waiver or approval under this Agreement shall, except as may be otherwise stated in such waiver or approval, be applicable to subsequent transactions.

G. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each of the parties hereto shall have delivered to it this Agreement duly executed by the other party hereto.

H. Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

I. Governing Law; Forum. This Agreement shall be governed, interpreted and construed pursuant to Michigan Law, and shall not be construed against the party preparing it, but shall be construed as if both parties prepared this Agreement. Venue for any dispute arising hereunder shall lie exclusively in the state courts of Muskegon County, Michigan.

J. Independent Contractor; No Partnership. SFMG is now, and shall remain throughout the Term, an independent contractor. Nothing contained in this Agreement shall be

construed in a manner to create any relationship between SFMG and the City as partners or co-venturers for any purpose on account of this Agreement and no employment or similar relationship shall be deemed to exist between the City and SFMG or any of its employees or agents.

K. Force Majeure. In the event that either party hereto is prevented from fully and timely performing any of its obligations hereunder due to acts of the public enemy, restraining by government, unavailability of materials, civil unrest, floods, hurricanes, tornadoes, earthquakes or other severe weather conditions or acts of God (collectively called "Force Majeure," financial inability to perform hereby expressly excluded) such party shall be relieved of the duty to perform such obligation until such time as the Force Majeure has been alleviated; provided, that upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

WRCHOWELL, INC., an Ohio corporation
d/b/a Sports Facilities Marketing Group

By: H.C. Howell III 2/5/07
Harry C. Howell, III, President Date

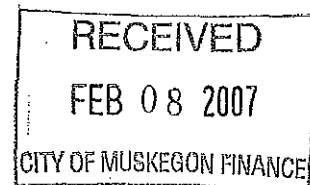
The City of Muskegon, Michigan

By: [Signature] 2/11/07
Timothy J. Paul, Finance Director Date

EXHIBIT A

Scope of Services

- a. Situational Analysis – Perform a comprehensive review of past and current activities related to Arena naming rights and sponsorships.
- b. Asset Identification – Identify and quantify Arena assets for potential inclusion in naming rights and sponsorship packages.
- c. Asset Valuation – Define value of Arena assets based on industry standards, valuation techniques and market conditions.
- d. Inventory Development – Create naming rights and sponsorship opportunities based on prospective purchasers as well as the objectives of the City and Arena.
- e. Pricing and Packaging – Recommend pricing, terms, and benefits for naming rights and sponsorship packages.
- f. Identification of Prospects – Identify local, regional and national companies and organizations best suited for purchasing naming rights and sponsorships. It is understood that the City shall have 45 days from the date of this agreement to contact and exclusively negotiate with ALCOA for sponsorship and naming rights to the Arena outside the terms of this agreement.
- g. Sales Strategy – Develop strategic marketing and sales plan for naming rights and sponsorship packages.
- h. Sales Materials – Creation of high impact PowerPoint presentations for naming rights and sponsorship opportunities.
- i. Sales Execution – Provide SFMG principals and staff to execute sales program.
- j. Contract Administration – Coordinate execution of contracts between sponsors and the City.





DATE: January 4, 2007

TO: Honorable Mayor and City Commissioners

From: Nicole Oman, Interim Recreation and Marina Supervisor

RE: Special Event Application- Submitted by The Muskegon Air Fair

SUMMARY OF REQUEST: the Muskegon Air Fair is requesting to host a Marti Gras Fundraiser on February 17, 2007 to be held at the Greater Muskegon Woman's Club. They are requesting to stop selling drink tickets at 11:30 P.M., stop pouring beverages at 12:00 A.M., and the area cleaned up by 12:30 A.M.

The Leisure Services Special Event Policy section II, item f states:

For Alcohol events, the applicant shall agree to stop selling drink tickets at 10:30 P.M., stop pouring beverages at 11:00 P.M., and have the area cleaned up by 11:30 P.M.

FINANCIAL IMPACT: None

BUDGET ACTION REQUIRED: None

STAFF RECOMMENDATION: Approved by Tony Kleibecker, Director of Public Safety

Amendment to Special Event Policy-Effective February 8, 2005

The City Commission has determined that the Special Event permit application fee will be waived for Veteran Groups and the Neighborhood Associations. However, requests from either group for special events services that result in overtime costs or undue burden to the City will not be waived. 2005-12 (j)

II. The request for a special permit shall be in writing and must be submitted on the appropriate application form. Application for outdoor special liquor licenses shall be for beer and wine only.

II. All special permittees agree to the following:

- a. While a Police Officer's presence may not be required at all special events, it shall be at the discretion of the Chief of Police as to whether or not, and how many, City Police Officers will be required at any special event. Event sponsors will be responsible for payment of officer(s) service based on the time-and-one-half or triple time established rate plus benefits and all overhead cost.
- b. For all alcohol-related events, the applicant will provide a system of Checking I.D.'s to prohibit underage drinking.
- c. Where the event is being held on City-owned or controlled property the applicant shall provide an amount of insurance as set by the City for liquor liability and general liability insurance, naming the City as an additional insured. An acceptable certificate of insurance must be submitted prior to approval.
- d. All outdoor events shall provide adequate restroom (port-o-jon) facilities including adequate handicapped accessible facilities.
- e. Hours of operation shall be posted in the beverage serving area.
- f. For alcohol events, the applicant shall agree to stop selling drink tickets at 10:30 P.M., stop pouring beverages at 11:00 P.M., and have the area cleared by 11:30 P.M.
- g. The applicant shall provide evidence and certification that the organization shall at all times have person's pouring beer or selling beverages that have received alcohol awareness training at every serving station. (The applicant shall provide evidence and certification to the City that persons pouring beer or selling beverages have received alcohol awareness training.)
- h. Checking for underage drinking and over consumption of patrons is the responsibility of the sponsoring group, not the police.
- i. Where the event is held on city owned or controlled property, the Applicant shall be responsible for all clean up of city facilities after an event, and for providing a dumpster. If the event is on other property, the cleanup shall be the responsibility of the owner. The city shall have the right to enforce cleanup measures, including but not limited to entry and cleaning by city personnel and charging and liening the cost to the owner, occupant, or applicant or all of them.

**APPLICATION FOR SPECIAL LICENSE
for SALE OF BEER AND WINE ONLY and/or BEER, WINE AND SPIRITS
for CONSUMPTION ON THE PREMISES**

GENERAL INSTRUCTIONS

NOTICE: PROCESSING REQUIRES AT LEAST TEN (10) WORKING DAYS

These general instructions apply to PARTS I AND II of the Application for a Special License and PARTS III AND IV, when required. Each part of the Application for a Special License also has more specific instructions which must be followed.

The Licensing Process

To ensure timely processing of this application, please double-check all required information. The Commission requires at least **TEN (10) WORKING DAYS** to process the application. The Commission's offices are open to the public for application processing from 8:00 a.m. to 4 p.m., Monday through Friday, except holidays.

Qualifying Organizations

A special license is issued only to non-profit organizations. If your organization has not previously been approved by the MLCC, or is not presently licensed by the Commission, you must submit proof of your non-profit status (for example, your charter, by-laws, articles of incorporation, etc.) with this application.

No organization, including its auxiliaries, may receive more than 5 Special Licenses during a calendar year. Applicants for a Special License must be at least 21 years old.

License Period

ONE DAY- A Special License is good for one day. The license will contain the time period for which it is granted. One Application and one Bond are acceptable for consecutive days of an event at the same location. However, a separate license fee is required for each day of the event.

**Location; Restrictions;
Diagram Required**

There are restrictions on the location where a Special License may be issued.

CHURCH OR SCHOOL- No Special License may be issued on the premise of, or within 500 feet of, a church or school without the applicant obtaining approval from the authorized representative of the church or school. Part 1 of the application contains the approval space.

MILITARY INSTALLATION- No Special License may be issued for locations on a military installation without the approval of the Armory Board of Control and the legislative body of the local governmental unit. Applicants who secure this approval must also agree to comply with all the rules and regulations of the Department of Military Affairs in addition to those of the Liquor Control Commission.

DIAGRAM REQUIRED- Applicants must provide a detailed diagram of the area to be licensed to both the MLCC and to the local law enforcement office (whose approval must be obtained on Part I of the Application for Special License). The diagram must show a **clearly marked area** for sales and consumption of alcoholic beverages. If the area is a park, mall, fairground, church grounds, arena, campus, parking lot, vacant lot, etc., the diagram must show the actual **dimensions** and indicate how the area is to be contained (rope, fence, etc.) and indicate how the area will be policed (**security provisions**).

LICENSED LOCATION- If the location where you are requesting a Special License is licensed, submit a letter from the licensee stating the license will be placed in escrow on (**event date**) while the Special License is in effect (due to the fact that the two licenses cannot be in operation at the same time) **OR** a diagram showing the area where the licensee will temporarily drop space in a portion of the building on (**event date**) for the Special License organization and a letter from the licensee requesting the drop space

License Fees

For organizations established less than one year: \$50.00 for each separate, consecutive day of the event. If the event is held on a Sunday, an additional \$7.50 Sunday Sales fee is required – only if spirits are sold.

For organizations established one year or more: \$25.00 for each separate, consecutive day of the event. If the event is held on a Sunday, an additional \$3.75 Sunday Sales fee is required – only if spirits are sold.

The fees must be paid by certified check, bank/postal money order (made payable to "State of Michigan/MLCC") or by credit card. DO NOT MAIL CASH.

APPLICATION (PART 1)

This form is always required before the MLCC will consider an organization for a Special License. The application must be signed by the President and Secretary of the organization, and notarized.

The local police or sheriff must approve the Application for Special License before it is sent to the Commission for consideration. This approval is to certify that the proposed licensed premises meet all local health and sanitation requirements. **ALLOW SUFFICIENT TIME FOR CONSIDERATION OF THE APPLICATION BY THE LOCAL LAW ENFORCEMENT AGENCY.** Remember to submit a diagram with the application.

Type of event – describe the type of event being held, i.e., dance, wine tasting, Vegas night, euchre tournament, Texas hold 'em games, etc.

Enclosures

Diagram- The MLCC must receive a diagram (described on the preceding page) with the Application before it will be considered for approval.

Non-Profit Organization- If the organization is not a local chapter of a national organization or one that previously has been approved by the Commission, please attach a copy of the proof of non-profit status (with by-laws, articles of incorporation, etc.) to Part 1 of the Application for Special License.

Check- Attach a certified check, bank/postal money order or credit card authorization form.

BOND (PART 2)

A 60-day acceptable bond is required with each application. This Bond section is to be completed by a bonding /insurance agency. Attach a copy of the bond (with Power of Attorney form) to PART 1 of the application. The bonding company should keep a copy and the applicant organization should also keep a copy. **EITHER THE PRESIDENT OR SECRETARY OF THE ORGANIZATION MUST ALSO SIGN THIS FORM.**

SUNDAY SALES (PART 3)

If the event is to be held on a Sunday and spirits (alcoholic liquor other than beer and wine) are to be sold, a separate Sunday Sales Affidavit is required to be submitted with Parts 1, 2, and 4. This form must be signed by either the President or the Secretary of the organization and the signature must be notarized.

LOCAL LEGISLATIVE BODY APPROVAL (PART 4)

If the event is to be held on a military installation, the legislative body of the governmental unit wherein the installation is located must also approve the application. Part 4 must be completed and signed by the clerk of the local governmental unit.

Disbursements of Profits

All profits derived from the sale of alcoholic beverages must go to the organization itself and not to any individual.

When having a fund-raiser for another organization (such as the Muscular Dystrophy Association), **a letter from that organization must be submitted with this application** indicating that it will receive the proceeds. Within 15 days following the event, your organization must file with the Commission an accounting statement showing receipts and other disbursements in connection with the event.

Buying Alcoholic Beverages for Resale; B.Y.O.B.; Unlimited Quantity

SPIRITS- All distilled spirits (whiskey, gin, vodka, etc.) must be purchased from a State of Michigan SDD licensee at the established retail price (no discounts).

BEER AND WINE- Beer and wine must be purchased from either a State of Michigan SDM retail licensee or a licensed wholesaler.

B.Y.O.B.- Do not allow B.Y.O.B. (Bring Your Own Bottle) at your event.

UNLIMITED QUANTITY OF ALCOHOL- Do not sell, offer to sell, or advertise the sale of an unlimited quantity of alcoholic beverages at a specific price.

Hours of Operation

WEEKDAYS AND SATURDAYS- Beer, wine, and spirits may be sold from 7:00 a.m. until 2:00 a.m. of the next day provided the sale of spirits is legal in the governmental unit where the license is desired.

SUNDAYS- Legal hours of sale on Sundays are from 12 noon until 2:00 a.m. of the next day provided the sale of alcoholic beverages on Sunday is legal in the governmental unit and the appropriate fees are paid.

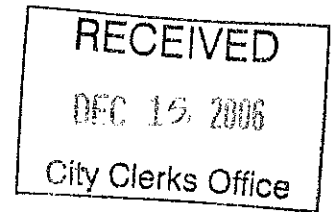
Compliance with Liquor Laws

Organizations receiving a Special License must comply with the laws of the State of Michigan and the rules of the MLCC regarding the sale, furnishing, and consumption of alcoholic beverages. Organizations receiving a Special License are responsible for ensuring that all those who will be selling and serving alcoholic beverages are familiar with and will follow the state's liquor laws and rules of the Commission.

November 29, 2006

To the City of Muskegon:

City Council Members
City Clerk
City Engineer



Dear Sirs and Madams:

It is with great pride and love for the City of Muskegon and the Jackson Hill Neighborhood and much respect and honor for Reverend Gregory M. Kirksey that I, herein, submit a **request that Reverend Kirksey's name be added to the Yuba Street sign in the Jackson Hill Neighborhood.**

Reverend Kirksey is the deceased Pastor of the New Hope Missionary Baptist Church located on Yuba Street. His love for the City of Muskegon and its people is still reflected in many of the projects and services, which he initiated while a resident of the City. **A few of these projects and services are:**

▪ **Social Programs**

- **The Kitchen of Hope**, which provided over fifty thousand (50,000) meals per year and additionally provided special food boxes for hundreds of families during the holidays. In addition to providing for nutritional needs through the Kitchen of Hope and its associated food pantry, Pastor Kirksey and the New Hope Church family provided transportation services and attended to personal care and spiritual needs of community residents...Pastor Kirksey often using his own resources to assist those in need.
- **One Church-One Child** – Pastor Kirksey introduced the New Hope Church and the City of Muskegon to this nationally known program. Through this Program, churches are encouraged to adopt families in need, assuring that physical, social and spiritual needs are met. The Program also assists in finding homes for foster, abandoned and adoptable children. In addition to leading his own Church in launching the Program, Pastor Kirksey was instrumental in influencing other churches in the region to participate.

▪ **Education**

- Pastor Kirksey spearheaded the **Conroe Bible College Extension Program** in the Muskegon area, thus, enabling interested residents to earn college credits and/or become degreed.
- He was also organizer and founder of **Basic Neighborhood Services**, an organization dedicated to community improvement and educational preparedness. Through this Program, eligible individuals were given access to computer classes, tutoring, after school programs and counseling.

November 29, 2006

▪ **Public Service**

- **Housing Commission** – Greg was an active member of the Muskegon Housing Commission.
- He was a known **radio and television personality**.
- He also held **board and advisory positions** on local and regional committees too numerous to enumerate here.

Pastor Kirksey was a resident of Muskegon's Jackson Hill Community (Giddings at Yuba Street) from March 1, 1987 until his death on March 10, 2004. During this entire time, he worked diligently to assure that the Jackson Hill Neighborhood would be a better, unified community with residents contributing to the improvement and progress of Muskegon as a City.

This letter is a **request to add the name of Gregory M. Kirksey to the Yuba Street sign as a reminder of the legacy of love, hope, pride, unity and generosity that Pastor Kirksey has left the Jackson Hill Community, the City of Muskegon and this Michigan region.** I have enclosed a few newspaper clippings to assist in your understanding of Greg's love for and broad-based impact on this community.

I thank you for your consideration of and your timely action on this request. Please contact me with your response. Also, please do not hesitate to contact me if there are questions and/or a need for additional information. I may be reached at the address and telephone number listed below.

Sincerely,

Lisa M. Kirksey
(Mrs. Gregory M. Kirksey)

encl.