



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

City Council Workshop Agenda

Mayor Jerry Weiers
Vice Mayor Ian Hugh
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ray Malnar
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, June 20, 2017

1:30 PM

Council Chambers

Workshop

One or more members of the City Council may be unable to attend the Workshop or Executive Session Meeting in person and may participate telephonically, pursuant to A.R.S. § 38-431(4).

CALL TO ORDER

ROLL CALL

WORKSHOP SESSION

1. [17-297](#) DISCUSSION RELATING TO CAMELBACK RANCH
Staff Contact: Michael D. Bailey, City Attorney

Attachments: [Facility Development Agreement Summary](#)
[Facility Use Agreement Summary](#)
[Option Agreement Summary](#)
[Phoenix Intergovernmental Agreement Summary](#)

CITY MANAGER'S REPORT

This report allows the City Manager to update the City Council. The City Council may only acknowledge the contents to this report and is prohibited by state law from discussing or acting on any of the items presented by the City Manager since they are not itemized on the Council Workshop Agenda.

CITY ATTORNEY'S REPORT

This report allows the City Attorney to update the City Council. The City Council may only acknowledge the contents to this report and is prohibited by state law from discussing or acting on any of the items presented by the City Attorney since they are not itemized on the Council Workshop Agenda.

COUNCIL ITEMS OF SPECIAL INTEREST

Councilmembers may indicate topic(s) they would like to have discussed by the Council at a future Workshop and the reason for their interest. The Council does not discuss the new topics at the Workshop where they are introduced.

MOTION AND CALL TO ENTER INTO EXECUTIVE SESSION**EXECUTIVE SESSION****1. LEGAL MATTERS**

A. The City Council will meet with the City Attorney for legal advice, discussion and consultation regarding the city's position in pending or contemplated litigation, including settlement discussions conducted in order to avoid or resolve litigation. (A.R.S. § 38-431.03(A)(3)(4))

B. Council will meet to discuss and consider records exempt by law from public inspection and are specifically required to be maintained as confidential by state or federal law. (A.R.S. § 38-431.03(A)(4))

2. LITIGATION

A. Discussion/consultation with the City Attorney to receive an update, to consider its position, and to provide instruction/direction to the City Attorney regarding Glendale's position in connection with pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (A)(3)(4))

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. § 38-431.03(A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03(A)(7)).

Confidentiality

Arizona statute precludes any person receiving executive session information from disclosing that information except as allowed by law. A.R.S. § 38-431.03(F). Each violation of this statute is subject to a civil penalty not to exceed \$500, plus court costs and attorneys' fees. This penalty is assessed against the person who violates this statute or who knowingly aids, agrees to aid or attempts to aid another person in violating this article. The city is precluded from expending any public monies to employ or retain legal counsel to provide legal services or representation to the public body or any of its officers in any legal action commenced for violation of the statute unless the City Council takes a legal action at a properly noticed open meeting to approve of such expenditure prior to incurring any such obligation or indebtedness. A.R.S. § 38-431.07(A)(B).

SPECIAL ACCOMMODATIONS

For special accommodations please contact the City Clerk's Office at 623-930-2252, Option 1, at least 3 business days prior to the meeting.

POSTING VERIFICATION

This agenda was posted on 06/14/2017 at 3:30 p.m. by DRW.



Legislation Description

File #: 17-297, Version: 1

DISCUSSION RELATING TO CAMELBACK RANCH

Staff Contact: Michael D. Bailey, City Attorney

Purpose and Recommended Action

The purpose of this presentation is to provide background information regarding Camelback Ranch.

Background

Camelback Ranch Glendale opened in March 2009, and is the spring training home to the Chicago White Sox and Los Angeles Dodgers of Major League Baseball.

Analysis

N/A

Previous Related Council Action

Council approved various development agreements and land transactions, including but not limited to a Facility Use Agreement for a baseball facility, a Facility Development Agreement for a baseball facility, an Intergovernmental Agreement with the City of Phoenix and a Real Estate Option Agreement.

Budget and Financial Impacts

N/A

Capital Expense? No Budgeted? No
Requesting Budget or Appropriation Transfer? No
If yes, where will the transfer be taken from?

FACILITY DEVELOPMENT AGREEMENT

Contract # C-6261
Parties: City of Glendale, White Sox, Dodgers.
Date: November 2, 2007.

SALIENT DATES

Term §2.1 The term of this FDA shall commence on the date hereof and shall terminate upon Final Completion of the Facility.

Final Completion §2.1

With respect to the Facility, or any applicable Improvement, the requirements for Substantial Completion have been met, all “punch list” items have been completed and a final certificate of occupancy has been properly, validly and permanently issued.

SALIENT TERMS

Facility §1.24

The Site, all Improvements and all items to be provided by the City hereunder, including, without limitation, the Facility Equipment and the On-Site Infrastructure described in the Schedule of Infrastructure Improvements set forth in Exhibit F attached hereto. The City has represented to the Teams, and the Teams have entered into this Agreement based on the City’s representation, that, upon Final Completion, the Facility shall be a state-of-the art facility as of the date this FDA is executed by the parties. The Teams’ approval of the Plans (as defined below) shall constitute an acknowledgment by the Teams that the Facility, as depicted in the Plans, is a state-of-the-art facility which satisfies the requirements of this Section 1.24.

Improvement(s) §1.32

The Stadium, Parking Lots, Playing Fields, the Clubhouses, all landscaped areas and all other improvements to the Site, including, without limitation, those improvements described in the Scope of Work. Further, the Improvements shall include a buffer zone as described in Section 3.4.

Off-Site Infrastructure §1.36

The items listed in this Section 1.36 and any items of infrastructure required for the construction and operation of the Facility that are not included in the definition of On-Site Infrastructure set forth in Section 1.37 below. Off-Site Infrastructure specifically includes (a) all of the roads and traffic signals that are needed to ensure that all fans attending a Spring Training Game (as defined in the FUA) at the Facility will be able to enter and leave the Facility and the parking areas immediately adjacent to the Facility within an average time of twenty-five (25) minutes while driving to a Spring Training Game at

the Facility and from the time they get to their vehicles to start driving away from the Facility, as applicable (all such roads to be completed and operational by no later than December 30, 2008), (b) all of the street signs to be displayed on all public roads and highways in and around the vicinity of the Facility in order to direct the public to and from the Facility, (c) all utilities needed to operate the Facility (including, without limitation the utilities generally referred to by the parties as the “Bethany Home Road Utilities”), and (d) the Lift Station, to the extent it is constructed off of the Site (to be completed and operational by not later than December 1, 2008). Also, in accordance with the Phoenix IGA, but subject to the development of the property to the north of the Facility and/or the City’s ability to obtain alternative financing for such additional roads, the City shall construct such additional roads as will allow for ingress and egress by the fans in addition to the manner that is described in Section 1.36(a) above. The aforementioned additional roads include a road from 111th Avenue – Camelback to Bethany Road. Subject to the foregoing, the City hereby agrees that the additional roads shall be constructed, operational, and available for use by the Facility and/or the public within four (4) years after the execution of this FDA by the parties. Recognizing the importance of rapid ingress and egress to the fans attending Spring Training Games at the Facility and the need for the additional roads described above to ensure such rapid ingress and egress, the City shall make its best efforts to obtain the alternative financing needed to construct the additional roads and shall enforce its rights under the Phoenix IGA to have Rightpath develop the property to the north of the Facility on a timely basis.

On-Site Infrastructure §1.37

The items of infrastructure that are required to prepare the Site for the construction of the Facility (e.g., clearing the Site, excavation, the movement or removal of soil, backfill, etc.) and all items of infrastructure that are on the Site required to provide all of the utilities needed to operate the Facility (e.g., running utilities lines from the property lines to the drip lines of each building on the Site). To the extent that it is constructed on the Site, On-Site Infrastructure shall also include the Lift Station. The On-Site Infrastructure is described in greater detail in the Schedule of Infrastructure Improvements which is set forth in Exhibit F hereto and is incorporated herein by this reference.

Parking Lots §1.39

The outdoor parking lots to be constructed on the Site, which shall include, without limitation, parking spaces for approximately four thousand (4,000) vehicles and all of the driveways, fences and lighting incidental to the use thereof. The Teams may make arrangements with the City of Phoenix to obtain parking spaces in an area adjacent to the Site for an additional one thousand five hundred (1,500) vehicles. The locations and components of the Parking Lots will be shown on the Plans.

Site §1.49 The portion of the 236.4 acre parcel of land owned by the City in the vicinity of 107th Avenue and Camelback Road in Phoenix, known as Camelback Ranch, shown on the map and legal description attached hereto as Exhibit C.

Stadium §1.51 The state-of-the-art Spring Training stadium to be designed and constructed on the Site by the City in conformity with the Plans and in accordance with this FDA. The Stadium shall (i) include, without limitation, fixed seating for ten thousand (10,000) spectators and berm or “lawn” seating, to be located directly behind the outfield wall, for approximately three thousand (3,000) spectators, and (ii) be where Cactus League baseball games during Spring Training are to be played by the Teams, in accordance with the Facility Use Agreement.

Substantial Completion §1.52

The Facility or any applicable Improvement, that (a) the Facility or such Improvement, and all of the items listed in the Schedule of Infrastructure Improvements attached hereto as Exhibit F, are operational and fully usable for the purpose(s) intended; (b) all required governmental permits, approvals and temporary or permanent certificates of occupancy have been properly and validly issued; (c) the Architect has certified to the affected Team or Teams and the City that the Facility or such Improvement has been completed in full compliance with the Plans (subject only to minor and insubstantial “punch list” items which do not affect operation and use by the affected Team or Teams in any material fashion); and (d) the City has delivered possession of the Facility or such Improvement to the affected Team or Teams.

Ownership §3.1 The City represents and warrants that it owns fee simple title to the Site. The City shall cause the Facility to be constructed in accordance with this FDA.

Infrastructure §3.2 The City shall be responsible, at no cost to the Teams, for ensuring that all of the On-Site Infrastructure and Off-Site Infrastructure needed to prepare the Site for the construction of the Facility and to operate the Facility has been provided, including, without limitation, street access, availability of utilities, and all other infrastructure described in the Schedule of Infrastructure Improvements attached hereto as Exhibit F.

Dodgers’ Minor League Campus §4.9.3

In accordance with the provisions of Section 4.9, above, the City and the Construction Manager hereby acknowledge and agree that the Dodgers’ Major League Clubhouse will be constructed separate and apart from the Dodgers’ Minor League Clubhouse, and that the Dodgers’ Minor League Clubhouse will be subdivided further into three (3) separate buildings to be constructed in a campus-like setting (collectively, the “**Dodgers’ Minor League Campus**”). A description of the Dodgers’ Minor League Campus is attached to Exhibit E and is incorporated into Exhibit E and herein by this

reference. The City and the Construction Manager further agree that the development and construction of the Dodgers' Minor League Campus will be treated as a Teams-requested Change Order which is hereby deemed to have been reviewed and approved by the City and the Construction Manager in accordance with the provisions of Section 4.9, above. To cover any additional costs attributable solely to the construction of the Dodgers' Minor League Campus, the Dodgers will make, subject to the provisions of Section 4.5.1, above, an advance payment of Two Million Three Hundred Thousand Dollars (\$2,300,000) (the "**Dodgers' Clubhouses Advance**") to the City on or before April 1, 2008. If, upon Final Completion of the Dodgers' Minor League Campus, it is determined that the difference between (i) the actual cost of constructing both the Dodgers' Major League Clubhouse and the Dodgers' Minor League Campus and (ii) the sum of Fourteen Million Seven Hundred Ninety-Four Thousand One Hundred Sixty-Nine Dollars (\$14,794,169) (the "**Dodgers' Clubhouses Delta**") is greater or less than the Dodgers' Clubhouses Advance, then (a) if it is greater, the Dodgers will pay the City the difference between the Dodgers' Clubhouses Delta and the Dodgers' Clubhouses Advance, and (b) if it is less, the City will refund to the Dodgers the difference between the Dodgers' Clubhouses Delta and the Dodgers' Clubhouses Advance. Payment by the Dodgers of the full amount of the Dodgers' Clubhouses Delta shall cover the full extent of the Dodgers' financial obligation with regard to the construction of the Dodgers' Major League Clubhouse and the Dodgers' Minor League Campus.

City Obligations §4.10

The City shall cause the Construction Manager to ensure that all "punch list" items submitted by the Teams are completed or repaired to the reasonable satisfaction of the Teams or the affected Team prior to the applicable Final Completion date set forth in Section 6.2. The City shall diligently pursue all warranty claims and other claims arising in connection with the Project, all in consultation with the applicable Team(s).

City Payment of Project Costs §5.1

Except as provided otherwise in this FDA, the City shall be responsible for payment of the Total Project Costs..

The Teams Payment of Project Costs §5.2

In consideration for the City's construction and completion of the Project, the Teams shall pay the City the sum of Five Million Dollars (\$5,000,000) on or before April 1, 2008 to help defray the Total Project Costs.

Phoenix IGA and AzSTA IGA §7.1.7

The City has or will enter into the Phoenix IGA and the AzSTA IGA in the forms attached hereto as Exhibit H and I, respectively. Either

contemporaneous with the execution and delivery of this FDA or promptly following the execution and delivery of this FDA, the City shall provide the Teams true, correct and complete copies of the fully-executed Phoenix IGA and AzSTA IGA. The Phoenix IGA and AzSTA IGA (following execution and delivery by the parties thereto) will be valid and binding obligations of the parties thereto, enforceable against the parties thereto in accordance with their terms and no party thereto is in breach or violation thereof. The City covenants and agrees not to amend or otherwise modify the Phoenix IGA or AzSTA IGA in any manner that could affect any Team or the Facility without the prior written consent of the affected Team(s), which may not unreasonably be withheld. Without limiting the foregoing provisions of this Section 7.1.7, the Teams acknowledge that these agreements are with independent and sovereign governmental entities and subject to the legislative determination and control by those governmental entities. The City has obtained, or will obtain prior to performance hereunder, all approvals from third parties necessary to perform its obligations hereunder.

FACILITY USE AGREEMENT

Contract # C-6368
Parties: City of Glendale, White Sox, Dodgers.
Date: November 2, 2007.

SALIENT DATES

Initial Term §2.1 The initial term shall expire on December 31, 2028, unless this FUA is terminated earlier pursuant to the provisions hereof.

Renewal Term §2.2 A term of five (5) years commencing upon the expiration of the Initial Term or the immediately preceding Renewal Term, if any.

Option to Renew §2.3

The Teams shall each have four (4) successive options to renew this FUA for a Renewal Term. The Teams may jointly or independently exercise each of these options. Must exercise at least nine (9) months before the expiration of the then-current Term. If a Team fails to provide such notice within the aforementioned time, then the Team's right and option to renew shall continue in full force until the City notifies the Team that the renewal notice has not been received and the Team fails to exercise its renewal right within sixty (60) days after receipt of the City's notice. It is the intention of the parties that the Teams shall not lose any renewal right through inadvertence

SALIENT TERMS

Improvements §1.1.25

The Stadium, Parking Lots, Playing Fields, all landscaped areas and all other improvements on the Site, including, without limitation, those improvements described in the Scope of Work attached to the FDA.

Maintenance Stds §1.1.30

The standards of maintenance, repair, and operations maintained by managers of comparable Spring Training facilities in the State in accordance with reasonable commercial practices then in use.

Parking Lots §1.1.36 Parking spaces for approximately four thousand (4,000) vehicles and all of the driveways, fences and lighting incidental to the use thereof. The Team may make arrangements with the City of Phoenix to obtain parking spaces in an area adjacent to the Site for an additional one thousand five hundred (1,500) vehicles.

Rent §2.4 The Teams shall each pay to the City the sum of One Dollar (\$1.00) per Lease Year as rent payable in advance.

Teams Rights and Obligations §3.2

Teams exclusively responsible for management, operating and maintaining. Perform the routine maintenance (3.2.2).

Public Safet Services §3.2.3

Subject to the Phoenix IGA provide all security, crowd control, maintenance, cleaning, landscaping, grounds keeping and other personnel for property maintenance etc. (3.2.3). City agrees traffic control services shall be designed to remove 4,225 vehicles 25 minutes after completion of game.

Comp.Tickets §3.5 The Teams shall provide AzSTA with six (6) tickets, the City with ten (10) tickets. The City shall be permitted to use one (1) luxury suite at the Stadium for all events conducted at the Stadium, subject to any contract with an event promoter.

Operation §4.1 The Teams shall provide and pay for, solely from funds of the Teams, all costs and expenses required for the operation and Routine Maintenance of the Facility, including, but not limited to, all personnel (including supervisory staff), labor, equipment, telephone, water, sewer, storm water, and materials; provided, however, that the Teams shall not be responsible for any of such items that are required to be provided and paid for by the City as Capital Repairs, Facility Upgrades and in connection with City Events. The City shall provide or cause to be provided throughout the Term all of the lines and connections needed to deliver water, gas, electricity and other utilities to the Facility. The Teams shall be responsible for all costs related to the use of (as opposed to installation or extension of) such water, gas, electricity and other utilities, as well as all costs related to the production of all baseball events and Ancillary Events, other than City Events, taking place at the Facility. The City will not assess a tax or otherwise charge a fee to the Teams for the cost or depreciation of the Improvements, including, without limitation, for the costs of installing or otherwise providing utilities to the Facility.

Liaison §4.3 Each party shall name one (1) person to be the liaison to work with the other parties with respect to coordinating the mutual responsibilities of the parties hereunder. The Dodgers hereby designate Mr. Craig Callan as the liaison unless and until a new person is designated in writing by the Dodgers; the White Sox hereby designate Mr. Terry Savarise as the liaison unless and until a new person is designated in writing by the White Sox; and the City hereby designates the Glendale City Manager or his designee as the liaison unless and until a new person is designated in writing by the City.

No additional Improvements §4.4.8

Contemplating development of the southwest corner of the Site a conference center, on land not otherwise designated to be used as part of the Facility.

Games §5.1 Each Team plays a minimum of ten (10) Spring Training Games at the Facility during the applicable Lease Year.

Right of Entry §6.1 During the Term, except when exercising its police powers, the City shall have the right to enter into and upon any and all parts of the Facility for the purpose of examining the same with respect to the obligations of the parties under this FUA upon two (2) days' prior written notice to the Teams (or without prior notice in the event of a Life Safety Issue, but with immediate notice thereafter).

Advertising and Promotion §6.2

If, during the Term, the Teams have any unsold advertising display space (e.g., billboards, outfield signs, etc.) at the Facility, then, subject to the Teams' prior reasonable approval as to the content, design, frequency of display, and placement of any such advertisements or promotional materials, the City shall be permitted to have public service advertisements or promotional materials and information that market or promote the City (but not the products, services or brand of any third party) displayed at the Facility in such unsold advertising display space.

Public Service Announcements §6.2.2

Team shall, at the City's request, produce two (2) public service announcements in video format directed at youth crime prevention, youth educational development, and youth sports and recreational participation..

Player Public Appearances §6.2.3

Players and/or publicly recognizable personnel of such Team shall make two (2) public appearances at area schools, youth facilities, or City facilities in support of local youth programs. The players and/or other publicly recognizable personnel of each Team shall be selected by each Team in its sole and absolute discretion.

City Events §6.2.4 The City shall have the right to use the Stadium, the Parking Lots and the Playing Fields for up to five (5) days per Lease Year for civic, youth and recreation events and programs, including youth sport activities.

Parking §6.2.5 The Teams shall control and receive all revenues for parking at the Facility for all Spring Training Games, other baseball-related events and all Ancillary Events conducted by the Teams. The City and Teams agree that each Lease Year, the Facility's Parking Lots shall be made available for use in service of the preseason and regular season games (currently ten (10)) of the Arizona Cardinals

Revenues §7.1 Teams shall control, collect, receive, and retain all revenues generated by any means at or in connection with the Facility.

Naming Rights §7.2 The Teams have the right to sell naming, affiliation, and/or sponsorship rights in and to the Facility or any portion thereof and/or to change the name of the Facility or any portion thereof. The name of the Facility or the Stadium shall be subject to the prior written review and approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The Facility shall, without cost to the City, be identified with the City in a reasonable manner (e.g., the manner in which the Jobing.com Arena-Glendale, Arizona is currently identified with the City). All revenues derived from the sale of naming, affiliation, and/or sponsorship rights in and to the Facility or any portion thereof shall be retained solely by the Teams.

Allocation of Responsibilities §8.1

It is the purpose of this Article 8 to allocate the responsibilities between the City and the Teams for the cost of making repairs, restorations, replacements, and upgrades to the Facility that are necessary during the Term. The general overriding principle of such allocation is (but subject in all events to the specific provisions hereof) that the Teams are responsible for funding and providing for all Routine Maintenance, and the City is responsible for funding all Capital Repairs and Facility Upgrades. No action by the Teams to undertake any repairs, replacements or upgrades in accordance herewith shall constitute an admission that any such item is Routine Maintenance.

Routine Maintenance §8.2

Shall mean the provision of all labor and materials which are required to (a) keep the Facility and its Components in good order and repair, provided such work is of a routine nature and does not constitute Capital Repairs, and (b) keep the Facility in a clean, sanitary and safe condition and free of debris. Without limiting the foregoing, Routine Maintenance shall be in accordance with the Maintenance Standards. Examples of Routine Maintenance include the following:

1. Performing all preventive or routine maintenance which is stipulated in operating manuals for Components as regular, periodic maintenance procedures;
2. Regular maintenance procedures for the HVAC system, include periodic cleaning, lubricating and changing of air filters;
3. Groundskeeping, including, but not limited to, mowing, seeding, fertilizing, and spot resodding;
4. Changing of isolated light bulbs, fuses and circuit breakers;
5. Touch-up painting;
6. Making ready and maintaining the Playing Fields each year for Spring Training; and
7. Repairing or replacing discreet, isolated and immaterial occurrences of cracked or disintegrated concrete, broken pipes or leaking roof or sections thereof.

Capital Repairs §8.31 Any work which is reasonably required to be performed in and about the Facility to repair, restore or replace any Components of the Facility that may require such work because of any damage, destruction, ordinary wear and tear, defects in construction or design, or any other cause; provided that Capital Repairs shall not include any of the foregoing if such results from Team Misuse; nor shall Capital Repairs include any work related to any Component of the Facility which constitutes an Additional Improvement made by the Teams. The following are examples of Capital Repairs:

1. Replacement of all or significant portions of scoreboard bulbs as a result of sudden damage from the elements or other unforeseen cause;
2. Replacement or repair of an HVAC compressor;
3. Replacement of carpeting with carpeting of similar quality which wears out as a result of ordinary wear and tear;
4. Repair or replacement of areas of cracked or disintegrated concrete, broken pipes or leaking roof;
5. Repair or replacement of seats, or replacement of the seat standards or the concrete into which the seat standards are affixed (but not with respect to isolated seats requiring repair or replacement);
6. Re-application of protective materials, such as paint or weather-proofing, after original application wears out;
7. Changes or improvements to the Facility to meet Legal Requirements or the requirements of Major League Baseball applicable to Spring Training facilities generally;
8. Replacement of all or substantially all of a Playing Field, however in no event shall this be a City responsibility more than once every six (6) years, with fields being resodded on a rotating basis so that no more than two (2) fields are resodded per year, with three (3) fields resodded in the last of each six year rotation; and
9. Repair or replacement of a significant component of the Facility due to extraordinary weather damage.

Facility Upgrades §8.4

City had no obligation to make any upgrades to the Facility during the first seven (7) years of the agreement. However, the City shall, from time to time, as needed, upgrade, modernize and otherwise improve the Facility so that during the Term, the Facility shall maintain a comparable level of amenities and technology to other Spring Training complexes. The City shall install, within two (2) years, such technological improvements in the Facility.

Capital Repairs Account §8.5

The City shall establish an account (“**Capital Repairs Account**”) for the purpose of accumulating funds for the payment of the cost of Capital Repairs and Facility Upgrades.

Capital Repairs or Facility Upgrade Procedure §8.6

All contracts for Capital Repairs and Facility Upgrades to be paid for with Capital Repair Account funds must be procured in accordance with the City's procurement procedures. If the Teams identify a needed Capital Repair or a Facility Upgrade required hereunder, they shall contact the representative designated by the City for concurrence in such designation, and upon City approval, which shall not be unreasonably withheld, delayed or conditioned, and which shall be deemed to have been given with respect to any Capital Repair or Facility Upgrade that is in an approved budget.

Emergency Capital Repairs; Procedures §8.7

If the Teams determine that an Emergency Capital Repair is needed, they shall immediately contact the City's designated representative empowered to authorize an emergency procurement of the contract needed to make the Emergency Capital Repair with as much competition as is practicable under the circumstances. If the City representative is unavailable to give prior authorization, then the Teams may proceed with effecting the procurement with as much competition as practicable, and within twenty-four (24).

Maintenance and Repair Meetings §8.8

Prior to the beginning of each Spring Training during the Term, representatives of the Teams and City shall meet to:

1. Review Teams' anticipated Routine Maintenance, which shall be submitted to the City in writing by the Teams;
2. Allocate any anticipated work between anticipated Routine Maintenance and anticipated Capital Repairs and Facility Upgrades;
3. Determine budgets and timetables for anticipated Capital Repairs and Facility Upgrades.

Seven Year Capital Repair Plan §8.9

On or before May 15, 2008 and thereafter on May 15 of each Lease Year during the Term, the Teams and the City shall jointly develop a seven (7) year capital repair plan ("**Capital Repair Plan**") for the Facility. The contents of such Capital Repair Plan shall be for planning purposes only, and shall not affect in any way the City's obligations for Capital Repairs and Facility Upgrades as set forth in this FUA.

Grant of Option §11 Option to purchase real property. Lot A is generally known as the Hickman Hog Farm (brown lot). Lot B is generally located west of the intersection of Northern Avenue and 91st Avenue with frontage along Northern Avenue, surrounded by land owned by the TO Nation.

Both parcels are subject to the option.

Assignment §12.1 This FUA may not be assigned by any party to any other Person without the prior written consent of all other parties, which consent may be granted or denied by the parties in their sole discretion; provided, however, that this FUA may be assigned by either Team without the City's consent (but with

prior written notice to the City and the other Team) to any Person who, with the approval of Major League Baseball, acquires the assigning Team's MLB franchise (by any form of acquisition), provided that any such assignee explicitly assumes in writing the duties and responsibilities of the assigning Team under this FUA (in which case the liability of the assigning Team shall cease with respect to liabilities accruing from and after such assignment).

Sublease §12.2

The Teams may sublease, with the approval of the City, such approval not to be unreasonably withheld, at any time during the Term, any portion of the Facility, including, but not limited to, any of the Improvements (e.g., offices, practice fields, clubhouses, weight rooms and/or conference facilities) located at the Facility. All revenues derived from subletting any of the foregoing shall be retained solely by the Teams.

OPTION AGREEMENT

Contract # C-6364
Parties: City of Glendale, White Sox, Dodgers.
Date: November 9, 2007.

SALIENT DATES

Option Expires November 8, 2017.

SALIENT TERMS

§1 Grant of Option Option to purchase real property. Lot A is generally known as the Hickman Hog Farm (brown lot). Lot B is generally located west of the intersection of Northern Avenue and 91st Avenue with frontage along Northern Avenue, surrounded by land owned by the TO Nation.

Both parcels are subject to the option.

§1(c) Option Period 10 years.

§1(e) Exercise of Option

§2 Purchase Price \$10.581 times the gross square footage of each parcel. Payable in cash.

Lot A (Brown lot) - approximately 801,901 square feet.

Lot B – approximately 486,478 square feet.

§4 Earnest Money Upon exercise of Option, Buyers shall deposit \$50,000 each.

§5 Contingencies Survey, Title Report, Feasibility, Rezoning approval.

§7 Escrow Instructions

INTERGOVERNMENTAL AGREEMENT CONCERNING CERTAIN RESPONSIBILITIES FOR CAMELBACK RANCH

Contract # C-7072
Parties: City of Glendale, City of Phoenix, Western Loop Public Facilities Corporation
Date: October 9, 2009
Amended October 14, 2014 (Deleted language is noted with a ~~striketrough~~ and additions are noted in Changes in ***bolded italics***)

Note the Clerk has on file Contract #6977 with the same title. Contract #6977 has a note that the City of Phoenix was making changes to the agreement and a new agreement was being provided to the City of Glendale.

SALIENT TERMS

Facility Development §2.1

Glendale, through Western Loop 101, has designed and constructed the Facility Improvements as detailed in the Facility Development Agreement. Phoenix acknowledges and agrees that the Facility Improvements may be developed on the MLB Land consistent with the Phoenix Zoning Ordinance. Phoenix shall not assert any right or privilege with respect to the naming of the MLB Facility and shall not seek the prominent display of the City of Phoenix name or logo on or within the MLB Facility, excluding areas in which a display(s) may have already existed as of March 1, 2009.

Anticipated Development §2.2(B)

Rightpath plans to develop on the Development Land the minimum development requirements described on **Exhibit E**, subject to and consistent with zoning by Phoenix ("Minimum Improvements"). Conveyance of Development Land. Glendale has conveyed Parcel A of the Development Land to Rightpath, subject to Rightpath's right to require Glendale to repurchase all or any portion of Parcel A; and

Infrastructure Improvements §2.2(E)

Western Loop 101 has caused to be designed and is constructing the public improvements on Camelback Ranch, as described on **Exhibit D** and as required by Phoenix as a condition of the Camelback Ranch Development, in accordance with and as authorized by A.R.S. §9-462.01.

Main Street Development §1

Rightpath will design, engineer, fund, and construct the Main Street

Development in accordance with the minimum Improvements as set forth in Exhibit E, and the terms and conditions of the Glendale Development Agreement.

Utilities §2.4

Phoenix, as the certificated provider of potable water, wastewater, and reclaimed water utility services to Camelback Ranch, will provide potable water, wastewater, and reclaimed water utility services to the Camelback Ranch, under the same terms and conditions as Phoenix's other potable water, wastewater, and reclaimed water utility customers.

Budget §2.5

Western Loop 101 provided Phoenix with a budget document detailing construction costs for the Infrastructure Improvements on the Development Land. The budget is \$51,700,000 (the "Infrastructure Improvement Costs").

Financing of Improvement §3

Western Loop 101 financing of the Facility Improvements and the Infrastructure Improvements is structured as follows. The cost of designing, engineering, and constructing the Facility Improvements, and the costs associated with the financing thereof, has been incurred as a separate and distinct obligation with no collateral or cross obligations related to the repayment of any other debt incurred by Western Loop 101 (the "Series A Obligation"). The principal amount of the Series A Obligation will not exceed \$137,496,000, unless an additional obligation is approved in accordance with § 4.7. The term of the Series A Obligation will not exceed 360 months, unless an extended term is approved in accordance with § 4.7. The cost of designing, engineering and constructing the Infrastructure Improvements, and the costs associated with the financing thereof, has been incurred as a separate and distinct obligation with no collateral or cross obligations related to the repayment of any other debt incurred by Western Loop 101 ("Series B Obligation"). Phoenix has been provided the terms of the financing that will be partially repaid from the Phoenix Tax Pledge, as defined below. The principal amount of the Series B Obligation will not exceed \$51,700,000, unless an additional obligation is approved in accordance with § 4.7. The term of the Series B Obligation will not exceed three hundred sixty (360) months, unless an extended term is approved in accordance with § 4.7.

Western Loop 101 Sources of Revenue §3.2

Western Loop 101 will secure the following income with which to make debt payments, provide for reserve accounts, and to fund other associated expenses and to assure its good standing, financial condition, and continued corporate existence: pledges from Phoenix, Glendale, , revenue from development activity, on Camelback Ranch, Main Street and the Glendale Airport, AzSTA Funds, interest income and lender's assurances.

Western Loop 101 Uses of Revenue §3.3

Western Loop 101 will use all revenue secured in the following manner: repayment of project debt, repayment of Lender's assurances and soft costs

Phoenix Tax Pledge §4.1

~~Phoenix unconditionally and irrevocably pledges and agrees to pay to Western Loop 101 80% of the general fund portion of transaction privilege tax revenues that are actually received by Phoenix for taxable activities occurring on Camelback Ranch from and after the effective date of this Agreement (the "Phoenix Payments") up to a maximum amount of \$37,000,000 (the "Phoenix Contribution").~~

Phoenix unconditionally and irrevocably pledges and agrees to pay Western Loop 101 or its successor 80% of the general fund portion of transaction privilege tax revenues that are actually received by Phoenix for taxable activities occurring on Camelback Ranch from and after the effective date of this Agreement (the "Phoenix Payments") up to a maximum amount of \$16,447,079 (the "Phoenix Contribution").

Glendale Tax Pledge §4.2

Glendale unconditionally and irrevocably pledges and agrees to pay to Western Loop 101 100% of the non-dedicated transaction privilege tax revenues (i.e., the transaction privilege taxes not dedicated to specific use by its voters) imposed and actually received by Glendale for taxable activities occurring on the Main Street Development (the "Glendale Payments").

Development Revenue Share §4.3

In accordance with the terms of the Glendale Development Agreement, Rightpath will pay to Western Loop 101 a percentage of Rightpath's Adjusted Gross Profits, as defined in this section ("Development Revenue Share"), derived from any sale, lease, rental, or other income producing activity not to Affiliated Entities that is generated by Rightpath's activities on the Development Land, Main Street Development, or the Airport Property (the "Development Activities") as follows:

1. 6% for Development Activities taking place within the Development Land;
2. 6% for Development Activities taking place within the Main Street Development; and
3. 3% for Development Activities taking place within the Airport Property, but only to the extent diversion of income derived from Airport Land from reinvestment into the Airport is

consistent with FAA regulations and existing Glendale Airport federal grant assurances.

Commercial Development on MLB Land §4.3(F)

If any portion of the MLB Land is developed by the Teams or an Affiliated Entity for a commercial use other than for the sale of tickets for spring training, sale of tickets to other events in the Facility, sales of food and merchandise not directly associated with events in the Facility, and which is similar to the use developed by Rightpath on the Development Land, the Teams or the Affiliated Entity will be required to commit Development Revenue Share equal to that of the Rightpath's Development Revenue Share on the Development Land and this amount will become part of the Development Revenue Share.

AzSTA Funds §4.4 Glendale and AzSTA have entered the AzSTA IGA, wherein AzSTA commits certain funds to Glendale to pay for the Facility Improvements {"AzSTA Funds"). Transfer of Funds. Glendale will transfer the right to receive the AzSTA Funds to Western Loop 101, or Glendale will receive and remit the AzSTA Funds to Western Loop 101 as received. Use. AzSTA Funding will only be used to pay the Series A Obligation, fund any required reserve account for Series A Obligation, or for Lender's Assurance Repayment, but only to the extent the Lender's Assurance was drawn upon to make payments for the Series A Obligation.

Interest Income §4.5 All amounts held by Western Loop 101 for any reasonable period prior to expenditure will be invested in an insured money-market account, treasury bills, or other similar investments, as allowable under law for a municipal property corporation, and at the highest rate available.

Glendale Purchase §9.1

Effective Date Purchase. Pursuant to a separate purchase agreement, Glendale will purchase from Phoenix 1.38 acres adjacent to the MLB Facility, as depicted in Exhibit F, for parking purposes (the "Parking Property") at its current appraised price of \$5.00 per square foot. The purchase of the Parking Property is a condition precedent to Phoenix's obligations under this Agreement. Further, this Agreement shall be of no force or effect if the purchase is not approved by the Phoenix Parks and Recreation Board and the Phoenix City Council, or if Glendale fails to execute the purchase agreement.

Contingent Purchase §9.2

~~Pursuant to the purchase agreement, Glendale will also purchase from Phoenix the 14.2 acres of the Phoenix Land comprised of the acreage~~

~~between the ROW and the MLB Facility (9.21 acres) and between the ROW and Parcel A of the Development Land (4.99 acres) (collectively the "Future Acreage") and as depicted in Exhibit F, at the current appraised price of \$5.00 per square foot if the Future Acreage is not purchased, or in the process of being purchased, five years after the effective date of this Agreement. Pursuant to the terms of the Real Estate Purchase Agreement entered into between the parties on April 22, 2010 and the first amendment thereto (collectively the "Purchase Agreement"), Glendale will also purchase from Phoenix the 14.2 acres of the Phoenix Land comprised of the acreage between the ROW and the MLB facility (9.21 acres, otherwise known as Lot 5 in the Purchase Agreement) and between the ROW and Parcel A of the Development Land (4.99 acres, otherwise known as Lot 3 in the Purchase Agreement) (collectively the "Future Acreage") and as depicted in Exhibit F at the price of \$5.00 per square foot. Glendale will not have the right or the obligation to purchase the Future Acreage if Phoenix expresses written intent to retain the property. If the duty to purchase becomes operative, Glendale may also satisfy the duty by producing a buyer who is ready, willing and able to pay Phoenix the amount described above in full at the time the duty to purchase becomes operative. The purchase of the Future Acreage, if applicable, will be a condition precedent to the performance of any of Phoenix's obligations under this Agreement that may accrue after the duty to purchase becomes operative.~~

Development Reimbursement §10.1

Effective Date Reimbursement. Glendale will reimburse Phoenix for certain expenses incurred in connection with the early planning of a regional park for Camelback Ranch, as well as costs related to the dedication of the east half of the ROW, as follows: a sum equivalent to \$5.00 per square foot for the east half of the ROW (125,863 square feet) plus \$768,711 for regional park planning ("Development Reimbursement"). The Development Reimbursement is a condition precedent to Phoenix's obligations under this Agreement and this Agreement shall be of no force or effect if the Development Reimbursement is not received by Phoenix within 120 days from the effective date of this Agreement.

Contingent Reimbursement §10.2

~~(A) On the date five years after the effective date of this Agreement, Glendale will further reimburse Phoenix at \$5.00 per square foot for costs related to the dedication of the southern portion of the west half of the ROW (56,713 square feet) if the Future Acreage as described in paragraph 9.2 above is not purchased, or in the process of being purchased, five years after the effective date of this Agreement. Glendale will not reimburse Phoenix if Phoenix expresses its written intent to retain the Future Acreage. The Contingent Reimbursement, if~~

~~applicable, will be a condition precedent to the performance of any of Phoenix's obligations under this Agreement that may accrue after the date the Contingent Reimbursement is due.~~

~~(B) Glendale agrees to a further reimbursement at \$5.00 per square foot for costs related to the dedication of the northern portion of the west half of the ROW (69,150 square feet) if the Phoenix Park Parcel (14.53 acres) ("Park Parcel") is not purchased, or in the process of being purchased, five years after the effective date of this Agreement. Glendale will not reimburse Phoenix if Phoenix expresses its written intent to retain the Park Parcel. The Contingent Reimbursement, if applicable, will be a condition precedent to the performance of any of Phoenix's obligations under this Agreement that may accrue after the date the Contingent Reimbursement is due. **Upon execution of this First Amendment, Glendale will pay Phoenix \$345,750.00 as reimbursement, at \$5.00 per square foot, for costs related to the dedication of the northern portion of the west half of ROW (69,150 square feet).**~~

Exhibit D

~~Glendale will construct a roadway which commences at Camelback Road and 111th Avenue and terminates at 99th Avenue (the "Roadway"), with the alignment for the Roadway to be as described below. Glendale will improve the Roadway with all public road improvements required by and in accordance with City standards, including sidewalks on both sides of the Roadway, curb and gutters and utility lines for water, sewer, effluent, telephone, fiber optic cable, gas and electric, at Glendale's expense. Glendale will acquire, at its expense, all right of way necessary for the Roadway's public road improvements except any portions of the right of way owned by Rightpath, which will be dedicated by Rightpath without compensation, except as expressly provided in this Agreement.~~

~~The alignment for the Roadway will be one of the following, as determined by Glendale in the exercise of its reasonable discretion after consultation with Phoenix and Rightpath:~~

~~Option 1: The Roadway will begin at 99th Avenue and run west along the Maryland Avenue Alignment to the New River Channel, and then run south along the eastern boundary of the New River Channel, terminating at the intersection of Camelback Road and 111th Avenue.~~

~~Option 2: The Roadway will begin at the intersection of Camelback Road and 111th Avenue and run north to the southwest corner of property owned by SRP, and then run east along the north side of the Bethany Home outfall channel to the 101st Avenue alignment, and then run north along the 101st Avenue alignment to Main Street Boulevard, and then run east along Maryland Avenue Alignment, terminating at 99th Avenue.~~

~~Option 3: The Roadway will begin at the intersection of Camelback Road and 111th Avenue and run north to the southwest corner of the property owned by SRP, and then run east along the north side of the Bethany Home outfall channel, terminating at 99th Avenue.~~

~~The term “Maryland Road Alignment” means an extension of the existing Maryland Avenue from its termination point at 99th Avenue, running directly west, and aligning so that no more than one half of the right of way for the Roadway running along the Maryland Avenue Alignment is located on the Rightpath Property.~~

Glendale will construct a roadway which commences at Camelback Road and 111th Avenue and terminates south of the Bethany Home Outfall (the “Roadway”). Glendale will improve the Roadway with all public road improvements required by and in accordance with Phoenix standards, including sidewalks on both sides of the Roadway, curb and gutters and utility lines for water, sewer, effluent, telephone, fiber optic cable, gas and electric, at Glendale’s expense. Glendale has no obligation to extend the Roadway any farther because any remaining construction to extend Ballpark Boulevard beyond the existing alignment will be conducted in the regular course of development and not subject to this Agreement and First Amendment.