



# City of Glendale

5850 West Glendale  
Avenue  
Glendale, AZ 85301

## Special Meeting Agenda City Council

*Mayor Jerry Weiers*  
*Vice Mayor Ian Hugh*  
*Councilmember Jamie Aldama*  
*Councilmember Samuel Chavira*  
*Councilmember Gary Sherwood*  
*Councilmember Lauren Tolmachoff*  
*Councilmember Bart Turner*

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Friday, July 24, 2015

9:00 AM

Council Chambers

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### Special Voting Meeting

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

#### CALL TO ORDER

#### POSTING OF COLORS

#### PLEDGE OF ALLEGIANCE

#### PRAYER/INVOCATION

*Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Mayor's Office and interested persons should contact the Mayor's Office for further information.*

#### CITIZEN COMMENTS

*If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. When your name is called by the Mayor, please proceed to the podium. State your name and the city in which you reside for the record. If you reside in the City of Glendale, please state the Council District you live in (if known) and begin speaking. Please limit your comments to a period of three minutes or less.*

#### NEW BUSINESS

1. [15-518](#) DISCUSSION AND POSSIBLE ACTION TO RESCIND THE JUNE 10, 2015 DECISION THAT DIRECTED THE CITY MANAGER AND THE

CITY ATTORNEY TO CANCEL THE PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT BETWEEN THE CITY OF GLENDALE AND ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC

Staff Contact: Richard A. Bowers, Acting City Manager

2. [15-519](#) RESOLVE AND SETTLE ALL INTERESTS IN THE OPERATING RESERVE ACCOUNT BETWEEN THE CITY OF GLENDALE, ICEARIZONA HOCKEY CO., LLC, ICEARIZONA MANAGER CO., LLC AND DAVID REAVES, CHAPTER 7 TRUSTEE OF ARENA MANAGEMENT GROUP, LLC
- Staff Contact: Michael D. Bailey, City Attorney

**Attachments:** [Bankruptcy Settlement Agreement\\_Final](#)

3. [15-520](#) SETTLEMENT OF ALL CLAIMS BETWEEN THE CITY OF GLENDALE, ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC
- Staff Contact: Michael D. Bailey, City Attorney

**Attachments:** [Final Settlement Agreement](#)

4. [15-521](#) FIRST AMENDMENT TO THE PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT WITH ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC
- Staff Contact: Richard A. Bowers, Acting City Manager

**Attachments:** [Ordinance 2949](#)  
[First Amd to AMULA\\_final](#)

## **COUNCIL COMMENTS AND SUGGESTIONS**

### **MOTION TO GO INTO EXECUTIVE SESSION**

#### **1. 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))

## **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)).



## Legislation Description

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**File #: 15-518, Version: 1**

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**DISCUSSION AND POSSIBLE ACTION TO RESCIND THE JUNE 10, 2015 DECISION THAT DIRECTED THE CITY MANAGER AND THE CITY ATTORNEY TO CANCEL THE PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT BETWEEN THE CITY OF GLENDALE AND ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC**

Staff Contact: Richard A. Bowers, Acting City Manager

### **Purpose and Recommended Action**

This is a request for City Council to consider and take action to rescind the June 10, 2015 decision that directed the City Manager and the City Attorney to cancel the Professional Management Services and Arena Lease Agreement between the City of Glendale and IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC.

### **Background**

On June 10, 2015, City Council, by a 5-2 vote, directed the City Manager and the City Attorney to cancel the Professional Management Services and Arena Lease Agreement between the City of Glendale and IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC pursuant to Arizona Revised Statutes § 38-511, and to pursue any and all other legal actions remedies necessary to effectuate cancellation or termination of the Agreement.

On June 12, 2015, IceArizona Manager Co., LLC filed a complaint and temporary restraining order.

On June 17, 2015, the City filed a motion to modify the temporary restraining order.



## Legislation Description

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**File #: 15-519, Version: 1**

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**RESOLVE AND SETTLE ALL INTERESTS IN THE OPERATING RESERVE ACCOUNT BETWEEN THE CITY OF GLENDALE, ICEARIZONA HOCKEY CO., LLC, ICEARIZONA MANAGER CO., LLC AND DAVID REAVES, CHAPTER 7 TRUSTEE OF ARENA MANAGEMENT GROUP, LLC.**

Staff Contact: Michael D. Bailey, City Attorney

### **Purpose and Policy Guidance**

This is a request for City Council to authorize and direct the City Manager to enter into a settlement agreement with IceArizona Hockey Co., LLC, IceArizona Manager Co., LLC and David Reaves, Chapter 7 Trustee of Arena Management Group, LLC, to finally resolve and settle all interests in the Operating Reserve Account and agree to the disbursement of the proceeds.

### **Background**

On May 5, 2009, Coyotes Hockey, LLC, Dewey Ranch Hockey, LLC, Coyotes Holdings, LLC and Arena Management Group, LLC (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, jointly administered in Case No. 2:09-bk-0941-RTB. The Arena Management Group, LLC bankruptcy case was filed in the United States Bankruptcy Court for the District of Arizona ("Bankruptcy Court") as Case No. 2:09-bk-09495-RTB. Arena Management Group, LLC subsequently converted to a Chapter 7 case and David Reaves was appointed as the Chapter 7 Trustee.

Certain funds of approximately \$1 million are held and escrowed in a restricted trust account at Wells Fargo Bank ("Operating Reserve Account") pursuant to that certain Arena Management, Use and Lease Agreement ("AMULA") dated approximately November 29, 2001 and as amended from time to time.

On January 28, 2015 the Bankruptcy Court ruled in Adv. No. 2:14-ap-00713-RTB, that Michael Carmel, the Trustee of the CH Liquidation Trust, had no interest in the Operating Reserve Account.

As of the date of the Settlement Agreement, the City, IceArizona and the AMG Trustee each assert an interest in the proceeds in the Operating Reserve Account. The City filed a motion asserting its interest in the Operating Reserve Account, which motion is pending before the Bankruptcy Court. IceArizona objected to the City's motion.

It is the intent of the parties to finally resolve and settle all interests in the Operating Reserve Account and agree to the disbursement of the proceeds.

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made this \_\_\_ day of July, 2015, by and between the **City of Glendale**, an Arizona municipality (the “City”), and **IceArizona Hockey Co LLC, fka Coyotes Newco, LLC, and IceArizona Manager Co LLC, fka as Arena Newco, LLC**, (collectively, “IceArizona”), and **David Reaves, chapter 7 trustee of Arena Management Group, LLC** (“AMG Trustee”).

### RECITALS

A. On May 5, 2009, Coyotes Hockey, LLC, Dewey Ranch Hockey, LLC, Coyotes Holdings, LLC and Arena Management Group, LLC (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, jointly administered in Case No. 2:09-bk-0941-RTB. The Arena Management Group, LLC bankruptcy case was filed in the United States Bankruptcy Court for the District of Arizona (“Bankruptcy Court”) as Case No. 2:09-bk-09495-RTB. Arena Management Group, LLC subsequently converted to a chapter 7 case and David Reaves was appointed as the chapter 7 trustee.

B. Certain funds of approximately \$1 million are held and escrowed in a restricted trust account at Wells Fargo Bank (“Operating Reserve Account”) pursuant to that certain Arena Management, Use and Lease Agreement (“AMULA”) dated approximately November 29, 2001 and as amended from time to time.

C. On January 28, 2015 the Bankruptcy Court ruled in Adv. No. 2:14-ap-00713-RTB, that Michael Carmel, the Trustee of the CH Liquidation Trust, had no interest in the Operating Reserve Account.

D. As of the date of the Settlement Agreement, the City, IceArizona and the AMG Trustee each assert an interest in the proceeds in the Operating Reserve Account. The City filed a motion asserting its interest in the Operating Reserve Account, which motion is pending before the Bankruptcy Court. IceArizona objected to the City’s motion.

E. It is the intent of the parties to finally resolve and settle all interests in the Operating Reserve Account and agree to the disbursement of the proceeds.

### AGREEMENT

NOW, THEREFORE, adopting the Recitals as part of their Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, IceArizona and AMG Trustee agree as follows:

1. On the Effective Date, the proceeds in the Operating Reserve Account shall be disbursed as follows: \$350,000 to the City, \$10,000 to the AMG Trustee and \$640,000 to IceArizona. IceArizona agrees that it will pay any and all fees or costs which Wells Fargo Bank may charge from IceArizona’s portion of the proceeds.

2. The parties shall promptly file a motion for approval of this Settlement on an expedited basis with the Bankruptcy Court and shall seek a Bankruptcy Court order approving

the Settlement, approving the disbursement of the proceeds in the Operating Reserve Account as set forth herein and instructing Wells Fargo Bank to disburse the proceeds as agreed. The motion filed by the City and the objection of IceArizona shall be resolved by this Settlement Agreement and the order of the Bankruptcy Court approving the Settlement Agreement.

3. The Settlement Agreement shall be effective upon and contingent upon the satisfaction and completion of all of the following events (“Effective Date”):

- a. Execution and Delivery to the City and to IceArizona of this Settlement Agreement and all other settlement documents identified by the parties;
- b. Approval of this Settlement Agreement by the Bankruptcy Court and entry of an order acceptable to the City and IceArizona for which no stay pending appeal has been entered and is enforceable;
- c. Approval of the Glendale City Council of this Settlement;
- d. Dismissal of the lawsuit between IceArizona and the City pending in the Maricopa County Superior Court Case No. CV2015-007216; and
- e. Approval of the Glendale City Council of the global settlement and the other actions identified by the City and IceArizona.

In the event that all of the contingencies are not satisfied and completed, then this Settlement Agreement shall be null and void and the parties shall be returned to their original positions.

4. Upon the Effective Date, the AMG Trustee, the City and IceArizona without any further act or action hereby fully, finally and forever release one another from any and all claims, past and present, known and unknown, contingent or not, liquidated or unliquidated, related to the Operating Reserve Account, provided however, nothing herein shall be deemed to release or prevent the City from asserting its claims as a creditor of the AMG estate or interfere with the City from pursuing its claims for rejection of the AMULA or any other claims it may assert or has asserted against the AMG estate.

5. This Settlement Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and agents.

6. The parties represent and warrant to each other that they have the authority to enter into this Settlement Agreement, to settle their interest in the Operating Reserve Account, and to grant the releases set forth herein.

7. The terms of this Settlement Agreement shall be interpreted according to the laws of the State of Arizona and any and all disputes concerning this Settlement Agreement shall be brought in this Bankruptcy Court, which shall expressly retain such jurisdiction and authority.

8. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties on the date written above.

ICEARIZONA HOCKEY CO LLC

\_\_\_\_\_

THE CITY OF GLENDALE

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ICEARIZONA MANAGER CO LLC

\_\_\_\_\_

ARENA MANAGEMENT GROUP, LLC

\_\_\_\_\_

By David Reaves, its chapter 7 trustee





## Legislation Description

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**File #:** 15-520, **Version:** 1

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**SETTLEMENT OF ALL CLAIMS BETWEEN THE CITY OF GLENDALE, ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC**

Staff Contact: Michael D. Bailey, City Attorney

**Purpose and Recommended Action**

This is a request for City Council to authorize and direct the City Manager to enter into a settlement agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC relating to any and all claims.

**Background**

In 2001, the City of Glendale entered into an Arena Development Agreement, an Arena Management and Use Agreement (AMULA), and a Mixed-Use Development Agreement (MUDA) with Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale 101 Development, LLC, and Coyote Center Development, LLC. The purpose of these actions was to create a high-quality major economic center in Glendale, consisting of offices, hotels, entertainment, retail and restaurants.

In May of 2009, the former team owner Coyotes Hockey, LLC and its affiliated entity, Arena Management Group, LLC (collectively referred to as the "Coyotes") filed for federal bankruptcy protection. The City's investment was meeting financial projections and attracting economic development to the area until the Coyotes were thrust into bankruptcy. During the bankruptcy proceedings, the National Hockey League (NHL) purchased the assets of the Coyotes but did not assume the Arena Management, Use and Lease Agreement.

For four years, under the direction of the City Council, the City actively worked with the NHL and potential buyers of the Coyotes to structure a deal that would keep the team in Glendale.

In 2013, the City entered into a Professional Management Services and Arena Lease Agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC for the use of the city-owned Gila River Arena (previously known as Jobing.com) by the Arizona Coyotes (previously known as Phoenix Coyotes).

**Previous Related Council Action**

On July 24, 2015, City Council authorized and directed the City Manager to enter into a settlement agreement with IceArizona Hockey Co., LLC, IceArizona Manager Co., LLC, and David Reaves, Chapter 7 Trustee of Arena Management Group, LLC, to finally resolve and settle all interests in the Operating Reserve Account and agree to the disbursement of the proceeds.

On July 24, 2015, City Council, by vote, rescinded the June 10, 2015 direction to cancel the Professional Management Services and Arena Lease Agreement between the City of Glendale and IceArizona Manager Co.,

LLC and IceArizona Hockey Co., LLC.

On June 10, 2015, City Council, by a 5-2 vote, directed the City Manager and the City Attorney to cancel the Professional Management Services and Arena Lease Agreement between the City of Glendale and IceArizona Manager Co., pursuant to Arizona Revised Statutes §38-511, and to pursue any and all other legal actions remedies necessary to effectuate cancellation or termination of the Agreement.

On July 2, 2013, City Council authorized the City Manager to enter into a Professional Management Services and Arena Lease Agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC, dated July 8, 2013 (C-8532), providing lease, professional management, use of the Arena Facility, and to provide professional consulting services. City Council also adopted Ordinance No. 2855 New Series authorizing and directing the execution and delivery of the leasehold interest within the Professional Management Services and Arena Lease Agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC for the use of the city-owned Gila River Arena (previously known as Jobing.com) by the Arizona Coyotes (previously known as Phoenix Coyotes).

On June 28, 2013, a Council special workshop was held to discuss the status of negotiations and review the draft proposed arena management agreement with RSE.

On March 26, 2013, Council voted to ratify the entering into of an agreement with Beacon Sports Capital Partners, LLC to provide representation for Glendale, assist the City in soliciting and reviewing offers, and negotiate a new Arena Management Agreement for the future lease and management of the city-owned Arena. A Request for Proposal was let on April 16, 2013 with a deadline of May 24, 2013 for Venue Management of Gila River Arena. At the direction of City Council, an extension was approved until May 31, 2013.

On February 5, 2013, the Acting City Manager presented a review of the options regarding the city-owned Arena and the impact of the unfulfilled sale of the Arizona Coyotes. The deadline for prospective Arizona Coyotes' owner, Greg Jamison of Arizona Hockey Arena Partners, LLC and the Arizona Hockey Partners, LLC, to purchase the Arizona Coyotes team was Thursday January 31, 2013 at midnight. Mr. Jamison was required under terms of the finalized Arena Lease and Management Agreement and Noncompetition and Non-relocation Agreement to purchase the team from the National Hockey League by the deadline date and time to secure the twenty (20) year deal with the City to use and manage the city-owned Arena. Mr. Jamison was not able to complete the purchases of the Arizona Coyotes and did not sign the agreement by the deadline on January 31, 2013.

On November 27, 2012, Council voted and approved an ordinance with an emergency clause authorizing and directing the City Manager to enter into an Arena Lease and Management Agreement with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC for the use of the city-owned Arena by the Arizona Coyotes.

On November 20, 2012, the Acting City Manager presented a comprehensive review of the finalized Arena Lease and Management Agreement and Noncompetition and Non-Relocation Agreement with Arizona Hockey Arena Partners, LLC, and Arizona Hockey Partners, LLC, for the use of the city-owned Arena by the Arizona Coyotes.

On October 2, 2012, City staff sought guidance from City Council on proposed modifications to the Arena Lease and Management Agreement with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC for the use of the city-owned Arena by the Arizona Coyotes. Council provided direction to proceed with negotiations with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC.

In August 2012, Council directed the Acting City Manager to renegotiate the payment terms of the approved agreement with a stated objective of reducing the payments made in the early years of the agreement to better meet the City's cash flow needs.

On June 8, 2012, Council adopted a resolution authorizing the entering into of the following agreements with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC for the use of the city-owned Arena by the Arizona Coyotes: (1) Arena Lease and Management Agreement and (2) Noncompetition and Non-Relocation Agreement.

On May 10, 2011, Council adopted a resolution extending the management agreement between the City of Glendale and the NHL, to stratify the NHL's requirements in order for the NHL Arizona Coyotes to remain in Glendale during the NHL 2011-12 hockey season. In May 2011, the City agreed to pay \$25 million for the NHL to operate the arena for FY 2011-12.

On December 14, 2010, staff brought forward an Arena Lease and Management Agreement and a Use and Non-Relocation Agreement with Arizona Hockey Arena Holding, LLC and Coyotes Newco, LLC. The potential buyer did not move forward with plans to purchase the team.

Staff brought forward an MOU to Council for potential buyers of the Arizona Coyotes on April 13, 2010 and June 8, 2010. Neither potential buyer moved forward with viable plans to purchase the team.

On May 11, 2010, Council authorized an agreement with the NHL to retain the team in Glendale for the 2010-11 season while City staff completed the necessary negotiations with potential new owners.

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release (the “Settlement Agreement”) is entered into by and between IceArizona Manager Co LLC and IceArizona Hockey Co LLC (collectively, “IceArizona”), on the one hand, and the City of Glendale (the “City”), Jerry Weiers, Ian Hugh, Bart Turner, Lauren Tolmachoff, Jamie Aldama, Gary Sherwood, and Samuel Chavira (collectively, the “City Council”), and Dick Bowers (the “City Manager”) and Michael Bailey (the “City Attorney”), on the other hand. The City Manager and the City Attorney are collectively referred to herein as the “City Officers.” The City, the City Council, and the City Officers are collectively referred to herein as “Glendale.” IceArizona and Glendale are collectively referred to herein as the “Parties” and singularly referred to herein as the “Party.”

### **RECITALS**

WHEREAS, the City and IceArizona entered into the Professional Management Services and Arena Lease Agreement, dated July 8, 2013 (the “Arena Agreement”).

WHEREAS, on June 10, 2015, the City Council voted to direct the City Officers to (1) cancel the Arena Agreement pursuant to A.R.S. § 38-511 and (2) pursue any and all other legal actions and remedies necessary to effectuate cancellation or termination of the Arena Agreement (“June 10 Council Action”).

WHEREAS, the Parties are currently litigating a civil action in the Maricopa County Superior Court in the State of Arizona, captioned *IceArizona Manager Co LLC, et al. v. City of Glendale, et al.*, Case No. CV2015-007216 (the “Lawsuit”), in which the primary issues are the June 10 Council Action and whether grounds exist to cancel the contract pursuant to A.R.S. § 38-511 resulting from IceArizona’s hiring of or engaging former City employees Craig Tindall and Julie Frisoni.

WHEREAS, in the Lawsuit, among other things, IceArizona seeks an order (1) requiring the City to perform all of its obligations under the Arena Agreement, (2) temporarily, preliminarily, and permanently enjoining and restraining Defendants from authorizing or effectuating the cancellation of the Agreement, and (3) various forms of declaratory relief.

WHEREAS, the Parties are currently litigating in the United States Bankruptcy Court for the District of Arizona (the “Bankruptcy Lawsuit”), in which the primary issue is what interest the Parties and others have in the proceeds of approximately \$1 million held and escrowed in a restricted account at Wells Fargo Bank, commonly referred to as the “Operating Reserve Account.”

WHEREAS, the City and IceArizona have negotiated and, contemporaneously with the execution of this Settlement Agreement, amended the Arena Agreement in the document titled First Amendment to the Professional Management Services and Arena Lease Agreement (the “First Amendment”).

WHEREAS, the Parties now desire to comprehensively and finally settle, resolve, and put behind them any and all controversies, claims, actions, disputes, and matters, whether known or unknown, that the Parties have or may have against each other, relating to, arising out of, or connected with the June 10 Council Action, the Lawsuit, the Bankruptcy Lawsuit and the factual allegations set forth in the Lawsuit and the Bankruptcy Lawsuit, or whether Craig Tindall (“Tindall”) or Julie Frisoni (“Frisoni”) was involved, in any way, in initiating, negotiating, drafting, creating, or securing the Arena Agreement or the First Amendment on behalf of Glendale, including without limitation any rights or remedies Glendale may seek to assert under A.R.S. §§ 38-503 to 38-511 relating to the acts of Tindall or Frisoni or any other statutory provision or legal authority.

### **AGREEMENT**

For and in consideration of the mutual undertakings hereunder, and each Party intending to be legally bound, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated in this Settlement Agreement and are made a part of the Settlement Agreement by reference.
2. **Effective Date.** The Parties agree that this Settlement Agreement shall become effective (the “Effective Date”) on the date the last Party to this Settlement Agreement signs this Settlement Agreement.
3. **Dismissal of Lawsuit.** Within five (5) business days of the Effective Date, IceArizona shall file a notice of voluntary dismissal of the City Council and the City Officers from the Lawsuit with prejudice. Within five (5) days of the Effective Date, IceArizona and the City shall execute, and IceArizona shall file, a joint stipulation to dismiss the Lawsuit with prejudice.
4. **No Other City Employee Involved With Arena Agreement.** The Parties represent and warrant that, as of the Effective Date, to the best of their individual and collective knowledge, information, and belief, no other former employees of the City, other than Craig Tindall or Julie Frisoni, have become consultants to or employees of IceArizona, in any capacity, since July 8, 2013. IceArizona represents and warrants that neither Tindall nor Frisoni has, in any way and to any extent, no matter how substantial or insubstantial, been involved in initiating, negotiating, creating, drafting, or securing the First Amendment. In reliance on these representations and warranties and those in Section 6, the City, City Council, City Manager, and City Attorney, collectively and individually, represent and warrant that they will never in the future seek to cancel or void the Arena Agreement or the First Amendment based on the involvement of Tindall or Frisoni, no matter how substantial or insubstantial, in initiating, negotiating, creating, drafting, or securing the Arena Agreement or the First Amendment on behalf of Glendale, so long as Tindall and Frisoni are not employed or retained as a consultant by IceArizona or any of its affiliates, divisions, parent entities, or subsidiaries. These representations and warranties are material terms of this Settlement Agreement and are intended

by the Parties to have the broadest possible application and interpretation so as to conclusively foreclose any challenge to the Arena Agreement or the First Amendment under any conflict or self-dealing related statute.

5. Agreement Not To Cancel Arena Agreement. In reliance upon the representations and warranties by IceArizona in Sections 4 and 6, which are material to this Settlement Agreement, Glendale agrees not to cancel, void, or vote to cancel or void the Arena Agreement or the First Amendment as a result of, or based on, any claim or allegation that Tindall or Frisoni has, had, or could have had a conflict of interest or substantial or pecuniary interest in the Arena Agreement or the First Amendment under A.R.S. §§ 38-503 to 38-511, or any other state law or statute, or has, had, or could have had any involvement in initiating, negotiating, creating, drafting, or securing the Arena Agreement or the First Amendment, so long as neither Tindall nor Frisoni are employed or retained as a consultant by IceArizona or any of its affiliates, divisions, parent entities, or subsidiaries.

6. Representations and Warranties by IceArizona. IceArizona represents and warrants that as of the Effective Date, Tindal is not be an employee or consultant of IceArizona or any of its affiliates, divisions, parent entities, or subsidiaries and will make an agreement with IceArizona to release the City, the City Council, and the City Officers, individually and collectively, in connection with any allegations set forth in the Lawsuit, that gave rise to or were the basis for the June 10 City Council Action, with respect to any involvement that he had or may have had in initiating, negotiating, drafting, creating, or securing the Arena Agreement and/or the effort by the City, the City Council and the City Officers to cancel the Arena Agreement pursuant to A.R.S. § 38-511. IceArizona further represents and warrants that as of the Effective Date, Frisoni is not an employee or consultant of IceArizona or otherwise associated with IceArizona or any of its affiliates, divisions, parent entities, or subsidiaries.

7. Costs and Attorneys' Fees. The Parties agree to bear their own costs, attorneys' fees, and other expenses incurred in connection with the Lawsuit, the Arena Agreement, the First Amendment, the Bankruptcy Lawsuit, or in any way relating to this Settlement Agreement. In any dispute involving the enforcement of this Settlement Agreement, the prevailing party shall be entitled to recover, in addition to all other remedies it, he, she, or they may have, its, his, her, or their attorneys' fees, and all other reasonable costs and expenses incurred as a result of such a dispute.

8. Mutual Release. IceArizona, on behalf of itself and its past, present, and future, representatives, agents, and assigns, including, its affiliates, divisions, parent entities, subsidiaries, principals, owners, shareholders, managers, investors, members, insurers, officers, agents, employees, beneficiaries, servants, directors, partners, independent contractors, executors, trustees, successors and predecessors-in-interest, administrators and assigns, heirs, and all or any other persons or entities claiming by, through, under, or on behalf of IceArizona, hereby, knowingly and voluntarily, forever waive, covenant not to sue, release, and discharge Glendale, and any, all, and each of Glendale's past, present, or future representatives, agents, and assigns, including, but not limited to, the City, City Council, City Officers, and the City's employees,

elected and appointed public officials, officers, agencies, attorneys, departments, special purpose districts, affiliates, or entities, and any and all other persons or entities claiming by, through, under, or on behalf of Glendale, from all claims, demands, obligations, actions and causes of action, or causes of liability, rights, and offset rights, whether at law or in equity, whether known or unknown, suspected or unsuspected, matured or unmatured, discovered or undiscovered, asserted or unasserted, including without limitation any form of injunctive or equitable relief, any award of actual, consequential, incidental, liquidated or other types or categories of damages or relief, any form of recoupment, any award of punitive or exemplary damages, any claims for attorneys' fees or costs or expenses of litigation, and any other type of relief which IceArizona, or any other person or entity claiming by, through, under, or on behalf of IceArizona, has, had, may have, or may have had as of the Effective Date, relating to, arising out of, or connected with the June 10 Council Action, the Lawsuit, the Bankruptcy Lawsuit, the factual allegations set forth in the Lawsuit or the Bankruptcy Lawsuit or related in any way to those factual allegations, or whether any employee or consultant of IceArizona was involved, in any way, in initiating, negotiating, drafting, creating, or securing the Arena Agreement or the First Amendment on behalf of Glendale, including without limitation any rights or remedies under A.R.S. §§ 38-503 to 38-511 or any other statutory provision or legal authority.

Glendale, on behalf of itself and its past, present, and future representatives, agents, and assigns, including, but not limited to, the City, City Council, City Officers, and the City's employees, elected and appointed public officials, officers, agencies, departments, special purpose districts, affiliates, or entities, and any and all other persons or entities claiming by, through, under, or on behalf of Glendale, hereby, knowingly and voluntarily, forever waive, covenant not to sue, release, and discharge IceArizona, and any, all, and each of IceArizona's past, present, and future, representatives, agents, and assigns, including, its affiliates, divisions, parent entities, subsidiaries, principals, owners, attorneys, shareholders, managers, investors, members, insurers, officers, agents, employees, beneficiaries, servants, directors, partners, independent contractors, executors, trustees, successors and predecessors-in-interest, administrators and assigns, heirs, and all other persons or entities claiming by, through, under, or on behalf of IceArizona, from all claims, demands, obligations, actions and causes of action, or causes of liability, rights, and offset rights, whether at law or in equity, whether known or unknown, suspected or unsuspected, matured or unmatured, discovered or undiscovered, asserted or unasserted, including without limitation any form of injunctive or equitable relief, any award of actual, consequential, incidental, liquidated or other types or categories of damages or relief, any form of recoupment, any award of punitive or exemplary damages, any claims for attorneys' fees or costs or expenses of litigation, and any other type of relief which Glendale, or any other person or entity claiming by, through, under, or on behalf of Glendale, has, had, may have, or may have had as of the Effective Date, relating to, arising out of, or connected with the June 10 Council Action, the Lawsuit, the Bankruptcy Lawsuit, the factual allegations set forth in the Lawsuit or the Bankruptcy Lawsuit or related in any way to those factual allegations, or whether any employee or consultant of IceArizona was involved, in any way, in initiating, negotiating, drafting, creating, or securing the Arena Agreement or the First Amendment on behalf of Glendale, including without limitation any rights or remedies under A.R.S. §§ 38-503 to 38-511 or any other statutory provision or legal authority.

9. Release and Waiver of Bond. The Parties agree and acknowledge that, in conjunction with the Court's Temporary Restraining Order entered in the Lawsuit on June 12, 2015, IceArizona posted a bond on or around June 24, 2015, and posted an increased bond on or around July 8, 2015. Glendale agrees to release and does hereby waive any right or claim to any and all bonds posted or ordered to be posted in the Lawsuit upon the filing of the Notice of Voluntary Dismissal, the Court granting the Stipulation to Dismiss, and the Court vacating the June 12, 2015 Temporary Restraining Order. Immediately upon the dismissal of the Lawsuit, Glendale further agrees to promptly cooperate, in any way necessary, to effectuate the unconditional release to IceArizona of any and all bonds posted in this Lawsuit.

10. Bankruptcy Lawsuit Settlement. The Parties agree and acknowledge that they have negotiated and, contemporaneously with the execution of this lawsuit, have entered into a settlement agreement in the Bankruptcy Lawsuit (the "Bankruptcy Settlement"), a final, approved to form copy of which is attached as Exhibit A. The Parties acknowledge and understand that in the Bankruptcy Settlement, subject to approval by the Court in the Bankruptcy Lawsuit (the "Bankruptcy Court"), the Operating Reserve Account shall be disbursed as follows: \$350,000 to the City, \$10,000 to the David Reaves, Chapter 7 Trustee of Arena Management Group, LLC, and \$640,000 to IceArizona. The Parties agree to seek an expedited order approving the settlement within ten (10) business days of the Effective Date; the Parties acknowledge that the timing is subject to the Court's schedule. The Parties agree that if the Bankruptcy Court does not approve the foregoing distribution, within five (5) business days of such disapproval, IceArizona shall pay to the City \$350,000 (the "Bankruptcy Payment"). Upon receipt of the Bankruptcy Payment, the City (a) agrees and does release, waive, and surrender all rights, claims, demands, and interests it had, has, may have had, potentially could have had, or could have in the future to the Operating Reserve Account and (b) unconditionally assigns to IceArizona all rights, claims, demands, and interests it had, has, may have had, potentially could have had, or could have in the future to the Operating Reserve Account (the "Release and Assignment"). The City and IceArizona further agree to enter into the Release, Waiver, and Unconditional Assignment of Claims to the Operating Reserve Account, in the form attached hereto as Exhibit "B", promptly upon the Bankruptcy Court declining to distribute and release the \$350,000.00, in order to memorialize the Release and Assignment.

11. Non-Admission. It is understood and agreed that the execution of this Settlement Agreement or anything herein does not in any way constitute an admission or concession of wrongdoing or liability by any Party hereto.

12. Binding on Successors and No Assignment. Neither Party may assign this Settlement Agreement without the prior written consent of the other Party. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

13. Consideration. Each Party represents and acknowledges that this Settlement Agreement is supported by fair and adequate consideration sufficient to support a binding agreement.



14. Governing Law and Forum. This Settlement Agreement is to be construed according to the laws of the State of Arizona without regard to the conflicts of law or choice of law doctrines thereof. If any suit, claim, cause, charge, or action is brought related to this Settlement Agreement, it shall be brought in Maricopa County Superior Court.

15. Counterparts. This Settlement Agreement may be signed in any number of counterparts, including facsimile or copies of signatures, each of which shall be deemed an original, but together shall comprise one in the same document.

16. Further Assurances. Each Party agrees to cooperate and to execute such other supplementary or corrective documents and to take such additional actions that reasonably may be necessary to give full force and effect to the terms and provisions of this Settlement Agreement. The individuals executing this Settlement Agreement represent and warrant that he or she possesses all necessary authority and power to execute this on behalf of the Party on whose behalf he or she signs.

17. Entire Settlement Agreement. This Settlement Agreement constitutes and contains the entire agreement and understanding between the Parties regarding the subject matter hereof and thereof, and each Party warrants that no promise, representation, or warranty, express or implied, other than what is contained in this Settlement Agreement, has been made to induce the execution hereof.

18. Severability. If any portion, part, or provision of this Settlement Agreement or the application thereof is held invalid, the invalidity shall not affect other portions, parts, provisions, or applications of this Settlement Agreement which can be given effect without the invalid portions, parts, provisions, or applications, and, to this end, the provisions of this Settlement Agreement are declared to be severable.

19. No Oral Modification. This Settlement Agreement may be amended, modified, or altered only by a writing signed by both Parties; no oral modification of any term of this Settlement Agreement shall be effective for any purpose.

20. Voluntary Agreement. Each Party acknowledges it is entering into this Settlement Agreement freely and voluntarily and is not acting under any coercion, duress, or compulsion, nor is it entering into this Settlement Agreement because of any supposed disparity in bargaining power, rather each Party is freely and voluntarily entering into this Settlement Agreement for its own benefit.

21. Fully Informed Parties. The Parties hereto have been represented in the negotiations for and in preparation of this Settlement Agreement by counsel of their own choosing or have had the opportunity to consult with counsel concerning the legal consequences of this Settlement Agreement; they have reviewed and understand the provisions of this Settlement Agreement; they have had this Settlement Agreement fully explained to them by their counsel or have had the opportunity to consult with counsel but have declined to do so; and they

are fully aware of and understand this Settlement Agreement's contents and its legal effect and consequences.

22. Cooperative Drafting. In any construction or interpretation to be made of this Settlement Agreement, the Settlement Agreement shall not be construed or interpreted against any one Party on the basis that such Party was the drafter. Any rule of law that would require interpretation of any ambiguities in this Settlement Agreement against the Party who has drafted it is of no application is hereby expressly waived.

23. No Other Parties With Interest. The Parties represent and warrant that no other person or entity has any interest in the claims, demands, obligations, or causes of actions referred to in this Settlement Agreement, except as otherwise set forth herein, that they have the sole right and exclusive authority to execute this Settlement Agreement, that the individuals executing this Settlement Agreement have lawful authority and good right to execute this Settlement Agreement, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of actions referred to in this Settlement Agreement.

24. Captions. The paragraph captions set forth in this Settlement Agreement are for the convenience of the parties and do not modify, limit or otherwise affect the express provisions of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the date written below.

ICEARIZONA MANAGER CO LLP

ICEARIZONA HOCKEY CO LLP

By: \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF GLENDALE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

JERRY WEIERS, IAN HUGH, BART TURNER,  
LAUREN TOLMACHOFF, JAMIE ALDAMA,  
GARY SHERWOOD, SAMUEL CHAVIRA,  
DICK BOWERS, AND MICHAEL BAILEY,  
IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

22154223



## Legislation Description

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**File #: 15-521, Version: 1**

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**FIRST AMENDMENT TO THE PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT WITH ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC**

Staff Contact: Richard A. Bowers, Acting City Manager

**Purpose and Recommended Action**

This is a request for City Council to vote to adopt an ordinance with an emergency clause authorizing and directing the City Manager to enter into the First Amendment to the Professional Management Services and Arena Lease Agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC for the use of the city-owned Gila River Arena by the Arizona Coyotes.

**Background**

In 2001, the City of Glendale entered into an Arena Development Agreement, an Arena Management and Use Agreement (AMULA), and a Mixed-Use Development Agreement (MUDA) with Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale 101 Development, LLC, and Coyote Center Development, LLC. The purpose of these actions was to create a high-quality major economic center in Glendale, consisting of offices, hotels, entertainment, retail and restaurants.

In May of 2009, the former team owner Coyotes Hockey, LLC and its affiliated entity, Arena Management Group, LLC (collectively referred to as the "Coyotes") filed for federal bankruptcy protection. The City's investment was meeting financial projections and attracting economic development to the area until the Coyotes were thrust into bankruptcy. During the bankruptcy proceedings, the National Hockey League (NHL) purchased the assets of the Coyotes but did not assume the Arena Management, Use and Lease Agreement.

For four years, under the direction of the City Council, the City actively worked with the NHL and potential buyers of the Coyotes to structure a deal that would keep the team in Glendale.

In 2013, the City entered into a Professional Management Services and Arena Lease Agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC for the use of the city-owned Gila River Arena (previously known as Jobing.com) by the Arizona Coyotes (previously known as Phoenix Coyotes).

**Previous Related Council Action**

On July 24, 2015, City Council authorized and directed the City Manager to enter into a settlement agreement with IceArizona Manager Co., and IceArizona Hockey Co., LLC relating to any and all claims.

On July 24, 2015, City Council authorized and directed the City Manager to enter into a settlement agreement with IceArizona Hockey Co., LLC, IceArizona Manager Co., LLC, and David Reaves, Chapter 7 Trustee of Arena

Management Group, LLC, to finally resolve and settle all interests in the Operating Reserve Account and agree to the disbursement of the proceeds.

On July 24, 2015, City Council, by vote, rescinded the June 10, 2015 direction to cancel the Professional Management Services and Arena Lease Agreement between the City of Glendale and IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC.

On June 10, 2015, City Council, by a 5-2 vote, directed the City Manager and the City Attorney to cancel the Professional Management Services and Arena Lease Agreement between the City of Glendale and IceArizona Manager Co., pursuant to Arizona Revised Statutes §38-511, and to pursue any and all other legal actions remedies necessary to effectuate cancellation or termination of the Agreement.

On July 2, 2013, City Council authorized the City Manager to enter into a Professional Management Services and Arena Lease Agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC, dated July 8, 2013 (C-8532), providing lease, professional management, use of the Arena Facility, and to provide professional consulting services. City Council also adopted Ordinance No. 2855 New Series authorizing and directing the execution and delivery of the leasehold interest within the Professional Management Services and Arena Lease Agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC for the use of the city-owned Gila River Arena (previously known as Jobing.com) by the Arizona Coyotes (previously known as Phoenix Coyotes).

On June 28, 2013, a Council special workshop was held to discuss the status of negotiations and review the draft proposed arena management agreement with RSE.

On March 26, 2013, Council voted to ratify the entering into of an agreement with Beacon Sports Capital Partners, LLC to provide representation for Glendale, assist the City in soliciting and reviewing offers, and negotiate a new Arena Management Agreement for the future lease and management of the city-owned Arena. A Request for Proposal was let on April 16, 2013 with a deadline of May 24, 2013 for Venue Management of Gila River Arena. At the direction of City Council, an extension was approved until May 31, 2013.

On February 5, 2013, the Acting City Manager presented a review of the options regarding the city-owned Arena and the impact of the unfulfilled sale of the Arizona Coyotes. The deadline for prospective Arizona Coyotes' owner, Greg Jamison of Arizona Hockey Arena Partners, LLC and the Arizona Hockey Partners, LLC, to purchase the Arizona Coyotes team was Thursday January 31, 2013 at midnight. Mr. Jamison was required under terms of the finalized Arena Lease and Management Agreement and Noncompetition and Non-relocation Agreement to purchase the team from the National Hockey League by the deadline date and time to secure the twenty (20) year deal with the City to use and manage the city-owned Arena. Mr. Jamison was not able to complete the purchases of the Arizona Coyotes and did not sign the agreement by the deadline on January 31, 2013.

On November 27, 2012, Council voted and approved an ordinance with an emergency clause authorizing and directing the City Manager to enter into an Arena Lease and Management Agreement with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC for the use of the city-owned Arena by the Arizona Coyotes.

On November 20, 2012, the Acting City Manager presented a comprehensive review of the finalized Arena Lease and Management Agreement and Noncompetition and Non-Relocation Agreement with Arizona Hockey Arena Partners, LLC, and Arizona Hockey Partners, LLC, for the use of the city-owned Arena by the Arizona Coyotes.

On October 2, 2012, City staff sought guidance from City Council on proposed modifications to the Arena Lease and Management Agreement with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC for the use of the city-owned Arena by the Arizona Coyotes. Council provided direction to proceed with negotiations with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC.

In August 2012, Council directed the Acting City Manager to renegotiate the payment terms of the approved agreement with a stated objective of reducing the payments made in the early years of the agreement to better meet the City's cash flow needs.

On June 8, 2012, Council adopted a resolution authorizing the entering into of the following agreements with Arizona Hockey Arena Partners, LLC and Arizona Hockey Partners, LLC for the use of the city-owned Arena by the Arizona Coyotes: (1) Arena Lease and Management Agreement and (2) Noncompetition and Non-Relocation Agreement.

On May 10, 2011, Council adopted a resolution extending the management agreement between the City of Glendale and the NHL, to stratify the NHL's requirements in order for the NHL Arizona Coyotes to remain in Glendale during the NHL 2011-12 hockey season. In May 2011, the City agreed to pay \$25 million for the NHL to operate the arena for FY 2011-12.

On December 14, 2010, staff brought forward an Arena Lease and Management Agreement and a Use and Non-Relocation Agreement with Arizona Hockey Arena Holding, LLC and Coyotes Newco, LLC. The potential buyer did not move forward with plans to purchase the team.

Staff brought forward an MOU to Council for potential buyers of the Arizona Coyotes on April 13, 2010 and June 8, 2010. Neither potential buyer moved forward with viable plans to purchase the team.

On May 11, 2010, Council authorized an agreement with the NHL to retain the team in Glendale for the 2010-11 season while City staff completed the necessary negotiations with potential new owners.

ORDINANCE NO. 2949 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE LEASEHOLD INTEREST WITHIN THE FIRST AMENDMENT TO THE PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT, DATED JULY 8, 2013 (C-8532), WITH ICEARIZONA MANAGER CO., LLC, AND ICEARIZONA HOCKEY CO., LLC.; AND DECLARING AN EMERGENCY.

WHEREAS, on July 2, 2013, City Council adopted Ordinance No. 2855 New Series authorizing and directing the execution and delivery of the leasehold interest within the Professional Management Services and Arena Lease Agreement (“Agreement”) with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC for the use of the city-owned Gila River Arena (previously known as Jobing.com) by the Arizona Coyotes (previously known as Phoenix Coyotes); and

WHEREAS, the City of Glendale, IceArizona Manager Co., LLC and IceArizona Co., LLC previously entered into a Professional Management Services and Arena Lease Agreement (C-8532) effective July 8, 2013; and

WHEREAS, the City of Glendale, IceArizona Manager Co., LLC and IceArizona Co., LLC wish to modify and amend the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof to grant a leasehold interest within the First Amendment to the Professional Management Services and Arena Lease Agreement (“First Amendment”) with IceArizona Manager Co., LLC, and IceArizona Hockey Co., LLC. The Agreement, is on file in the office of the City Clerk of the City of Glendale and relates to the Exclusive Team Space, which is defined in § 1.2 of the Arena Lease and Management Agreement as “the portions of the Arena Facility designed and constructed for the exclusive use by the Team Owner, including the team locker room (the space in the Arena Facility designed and constructed for the exclusive use by the Team Owner as a home team locker room, including dressing, locker, shower, lounge, training, exercise and video coaching areas), the Team Owner’s office, the Team’s storage areas, and the Team Retail Stores.”

SECTION 2. The City Manager and the City Clerk are hereby authorized and directed to execute and deliver the First Amendment and any ancillary documents or agreements and to do all such acts required to implement the purpose and intent of the leasehold interest therein on behalf of the City of Glendale.

SECTION 3. That the City and its residents will benefit from the management, use, and lease of the Arena under the First Amendment to the Professional Management Services and Arena Lease Agreement, including the leasehold interest, by assuring a substantial, regular, and continuing utilization of the Arena, providing additional employment opportunities within the City, increasing

the City's tax base, and stimulating additional development on properties in the vicinity of the Arena Facility; and, therefore, this Council finds that the First Amendment to the Professional Management Services and Arena Lease Agreement provides a substantial public benefit.

SECTION 4. That, upon execution of the First Amendment, the City Clerk is hereby directed to forward the First Amendment to the Maricopa County Recorder's Office for recording.

SECTION 5. Neither the members of the City Council of the City of Glendale nor any officer, employee or agent of the City shall be subject to any personal liability or accountability by reason of the execution of the Agreement.

SECTION 6. Notice of A.R.S. § 38-511 is hereby given.

SECTION 7. The immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

SECTION 8. The City Clerk is hereby directed to publish this ordinance in the official newspaper of the city within fifteen (15) days of its approval.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
o\_iceaz.doc



**FIRST AMENDMENT  
TO  
PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT**

This **FIRST AMENDMENT TO PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT** (“**Amendment**”) is entered into as of July \_\_\_\_, 2015 (“**Amendment Effective Date**”) by and among the City of Glendale, an Arizona municipal corporation (the “**City**”); IceArizona Manager Co LLC, a Delaware limited liability company (the “**Arena Manager**”), and IceArizona Hockey Co LLC, a Delaware limited liability company (the “**Team Owner**”).

**RECITALS**

A. City, Arena Manager and Team Owner are parties to that certain Professional Management Services and Arena Lease Agreement dated as of July 8, 2013 (“**Agreement**”).

B. City, Arena Manager and Team Owner desire to amend the Agreement in accordance with the terms and conditions set forth in this Amendment.

**AGREEMENT**

In consideration of the mutual covenants and agreements contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City, Arena Manager and Team Owner agree as follows:

1. Definitions. Except as otherwise defined in this Amendment, all capitalized terms will have the meanings given them in the Agreement.

2. Statement of Intent.

a. Section 1.1.1 of the Agreement is hereby deleted in its entirety and the following Section 1.1.1 is hereby substituted therefor:

1.1.1 The Team shall play all of its Home Games in the Arena Facility (See Section 8.3.1(a));

b. Section 1.1.5 of the Agreement is hereby deleted in its entirety and the following Section 1.1.5 is hereby substituted therefor:

1.1.5 The Arena Manager shall have the right, in its sole and exclusive discretion, to assess and retain for its own account, free and clear of any interest or rights in favor of the City, as Exclusive Arena Manager Revenues, all revenues from the following sources and activities:

(a) A Surcharge, if any, on each Qualified Ticket for a Hockey Event at the Arena Facility (see Section 9.1.2);

(b) A Surcharge, if any, on each Qualified Ticket for a non-Hockey event (see Section 9.1.2);

(c) A Supplemental Surcharge, if any, on each Qualified Ticket throughout the Term applicable to all Events (see Section 9.1.3);

(d) Parking revenues for each Event (see Section 8.2.1);

(e) All income earned by Arena Manager or Team Owner, on or after the Effective Date, from the past and/or future sale of Arena Naming Rights (see Section 8.6.4); and

(f) All income received from the sale of naming rights for a new, smaller stage/theatre venue that may be constructed and used within the bowl (main seating area) of the Arena Facility (see Section 8.6.4).

3. Annual Budget. The defined term “Annual Budget” is hereby redefined in its entirety as follows:

“**Annual Budget**” means an annual budget (prepared by the Arena Manager in the form provided in Exhibit “G” and submitted to the City and the Team Owner for their reasonable approval as stated herein) for a given Fiscal Year or partial Fiscal Year, as applicable, projecting in reasonable detail for such Fiscal Year (i) the Operating Revenues and Operating Expenses estimated in good faith by the Arena Manager; (ii) expenditures for Capital Improvements estimated in good faith by the Arena Manager; (iii) cash flows and timing of cash flows estimated in good faith by the Arena Manager; and (iv) such other amounts or information as may from time to time be reasonably required by the City within reasonable time limits while any Management Fee is payable hereunder.

4. Arena Facility. The defined term “Arena Facility” is hereby redefined in its entirety as follows:

“**Arena Facility**” shall mean the building in the City currently known as “Gila River Arena” and all foundations, structural elements, interior areas, all improvements, furnishings, fixtures and equipment (excluding all Personal Property and all furnishings and equipment owned by suite holders and temporary furnishings owned by Persons staging Events at the Arena) of whatever nature located therein or thereon and all exterior areas, including the plaza and other exterior areas adjacent to the Arena Facility, and located on Lot 9 of Westgate, and exclusively serving patrons attending Events at the Arena Facility, all as shown on Exhibit “A” and

Exhibit “B” to this Agreement. The cooling plant serving the Arena is specifically included as part of the Arena Facility.

5. Arena Naming Rights. The defined term “Arena Naming Rights” is hereby redefined in its entirety as follows:

**“Arena Naming Rights”** means the right to name the building (and not any components thereof) in the City currently known as “Gila River Arena”.

6. City Revenue Sources. The defined term “City Revenue Sources” is hereby redefined in its entirety as follows:

**“City Revenue Sources”** means revenues derived from City Sponsored Events.

7. City Shortfall. The defined term “City Shortfall” is hereby deleted from the Agreement, together with any and all references in the Agreement thereto.

8. City Surcharge. The defined term “City Surcharge” is hereby deleted from the Agreement, together with any and all references in the Agreement thereto.

9. City Surcharge Account. The defined term “City Surcharge Account” is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

10. Deficit Amount. The defined term “Deficit Amount” is hereby deleted from the Agreement, together with any and all references thereto.

11. Early Termination Date. The defined term “Early Termination Date” is hereby deleted from the Agreement, together with any and all references thereto.

12. Exclusive Arena Manager Revenues. The defined term “Exclusive Arena Manager Revenues” is hereby redefined in its entirety as follows:

**“Exclusive Arena Manager Revenues”** means revenues that are not Exclusive City Revenues or derived from City Revenue Sources, including, without limitation: (i) revenues from or in connection with Concessions at Hockey Events and, as applicable, other Events, (ii) revenues from or in connection with food and beverage services provided by Arena Manager at Hockey Events and, as applicable, other Events, (iii) revenues from or in connection with Naming Rights other than revenues to be distributed to the City pursuant to Section 8.6.4(b); (iii) revenues from or in connection with any Advertising, (iv) Suite License Revenues and revenues from the licensing of Premium Seats, including any “premium,” “premium fee,” or “personal seat license

fee”, (v) all revenues described in Section 1.1.5, (vii) but are not Exclusive Team Revenues or Exclusive City Revenues.

13. Exclusive City Revenues. The defined term “Exclusive City Revenues” is hereby redefined in its entirety as follows:

**“Exclusive City Revenues”** means all Impositions of the City.

14. Hockey Event. The defined term “**Hockey Event**” is hereby redefined in its entirety as follows:

**“Hockey Event”** means any of the following when played or conducted at the Arena Facility: (i) any Home Game (including any related warm-up sessions); (ii) any All-Star Game (including any related warm-up sessions); or (iii) any Hockey-Related Event, including pre-season games, exhibitions, games between two visiting teams, playoff games, other post-season hockey games. Notwithstanding anything set forth in this Agreement to the contrary, during any and all periods during which IceArizona Manager Co LLC, a Delaware limited liability company, or an Affiliate thereof, is the Arena Manager under this Agreement, “Hockey Event” shall also mean any and all hockey games and Hockey-Related Events that are not affiliated with the NHL.

15. Hockey-Related Event. The defined term “**Hockey-Related Event**” is hereby redefined in its entirety as follows:

**“Hockey-Related Event”** means any Event (other than a Pre-season Game, Regular Season Game, Play-off Game or All-Star Game) conducted, authorized, permitted, sponsored or co-sponsored by the Team Owner, including any award ceremony, championship celebration, promotional performance or festival, breakfast, luncheon, dinner, ball, demonstration, exhibition, instruction or workshop. Notwithstanding the foregoing, the Hockey-Related Events described in this definition shall be subject to the Scheduling Procedures.

16. Management Fee. The defined term “Management Fee” is hereby redefined in its entirety as follows:

**“Management Fee”** shall mean Six Million Five Hundred Thousand Dollars (\$6,500,000) per Fiscal Year payable pursuant to Section 10.1, subject to all other terms and conditions of this Agreement.

17. Supplemental Surcharge Escrow Accounts. The defined term “Supplemental Surcharge Escrow Accounts” is hereby deleted from the Agreement together with all references in the Agreement thereto.

18. Supplemental Surcharge Procedures. The defined term “Supplemental Surcharge Procedures” is hereby deleted from the Agreement, together with all references in the Agreement thereto.

19. Termination Date. The defined term “Termination Date” is hereby redefined in its entirety as follows:

**“Termination Date”** means June 30, 2017.

20. Renewal. Section 3.2 of the Agreement is hereby deleted from the Agreement together with all references in the Agreement thereto.

21. Early Termination. Section 3.3 of the Agreement is hereby deleted from the Agreement together with all references in the Agreement thereto.

22. Base Rent. Section 6.6 of the Agreement is hereby deleted in its entirety and the following Section 6.6 is hereby substituted therefor:

6.6 Base Rent. As part of the consideration for the leasehold interests granted to the Arena Manager under this Agreement, during the Term the Arena Manager shall pay to the City rent in the amount of \$500,000 per year, which shall be paid in equal quarterly installments, the first installment due and payable commencing on the Closing Date and thereafter each installment due and payable on or before each quarterly (on a three calendar month basis) anniversary of the Closing Date during the Term.

23. Negotiations. Section 7.2 of the Agreement is hereby deleted in its entirety and the following Section 7.2 is hereby substituted therefor:

7.2 Negotiations. The Arena Manager shall make commercially reasonable efforts to seek potential Licenses

24. Requirements. Section 7.3.1(b) of the Agreement is hereby deleted from the Agreement together with all references in the Agreement thereto.

25. City Revenue Events. Section 7.6.3 of the Agreement is hereby deleted in its entirety and the following Section 7.6.3 is hereby substituted therefor:

7.6.3 The Arena Manager shall maintain separate records of all revenues and all expenses directly attributable to each City Revenue Event. For clarity, only payments or other considerations to be made or provided that (i) are calculated solely on the basis of sales made or transactions completed during a City Revenue Event directly relating to such City Revenue Event or (ii) are payable solely because a given City Revenue Event is held shall be “directly attributable” to such City Revenue Event.

26. Audits. Section 8.17.1 of the Agreement is hereby amended by deleting the phrase “and the Team Owner Records (or any part thereof).”

27. Parking Charges. Section 8.2.1(e) of the Agreement is hereby deleted in its entirety and the following is hereby substituted therefor:

(e) Arena Manager may charge for the use of spaces within the Arena Parking Area for Hockey Events and Non-Hockey Events (but not City Sponsored Events where the charges, if any, shall be property of the City and determined by the City except for Supplemental Surcharges, which shall not be charged with respect to City Sponsored Events, unless the City advises Arena Manager of its desire to impose such charges on one or more such events at least ten (10) days in advance of any such City Sponsored Event). Parking rates for all Events shall be established by Arena Manager in its sole and absolute discretion and retained by the Arena Manager as Exclusive Arena Manager Revenues.

28. Premium Seat Agreements. Section 8.8.2(d) of the Agreement is hereby deleted in its entirety and the following Section 8.8.2(d) is hereby substituted therefor:

8.8.2(d). A commercially reasonable provision providing that the licensee under such Premium Seat Agreement shall have the right to purchase a Ticket for the Premium Seat described in such Premium Seat Agreement for each Event, other than a Hockey Event, City Sponsored Event or Community Event, at the Ticket price established by and to be paid to the sponsor or promoter of such Event pursuant to the procedures from time to time established by the Arena Manager for the exercise of such right.

29. Hockey Events. Section 8.3.1(a) of the Agreement is hereby deleted in its entirety and the following Section 8.3.1(a) is hereby substituted therefor:

(a) Arena Manager and Team Owner shall cause the Team to play all of its Home Games at the Arena during each annual Hockey Season, subject, however, to Force Majeure events and Hockey Rules which shall excuse such performance in accordance with this Agreement.

30. Scheduling. Section 8.9.1(c) of the Agreement is hereby deleted in its entirety and the following Section 8.9.1(c) is hereby substituted therefor:

8.9.1(c) Hockey Tickets. The Team Owner (i) shall control the pricing, the advertising of and on, and the distribution (including the distribution for no charge) of Hockey Tickets, whether Hockey Tickets are issued directly by the Team Owner, through agencies, or other designees authorized by the Team Owner; and (ii) shall receive and retain, as Exclusive Team Revenues, all Hockey Ticket

Receipts (other than any such revenues constituting Exclusive City Revenues). Neither the City nor the Arena Manager shall issue any Hockey Ticket or authorize anyone else to do so or admit any Person to a Hockey Event without a valid Hockey Ticket.

31. City Sponsored Events. Sections 8.9.2(a) and 8.9.2(b) of the Agreement are hereby deleted from the Agreement together with all references in the Agreement thereto. In addition, Section 8.9.2 (c) is hereby deleted in its entirety and the following Section 8.9.1(c) is hereby substituted therefor:

8.9.2(c) The Arena Manager shall maintain separate records of all revenues and all expenses directly attributable to each City Sponsored Event. For clarity, only payments or other considerations to be made or provided that (i) are calculated solely on the basis of sales made or transactions completed during a City Sponsored Event directly relating to such City Sponsored Event or (ii) are payable solely because a given City Sponsored Event is held shall be “directly attributable” to such City Sponsored Event.

32. Community Events. Sections 8.9.3(b) and 8.9.3(c) of the Agreement are hereby deleted from the Agreement together with all references in the Agreement thereto.

33. City Surcharge Account. Section 8.10.3 of the Agreement is hereby deleted from the Agreement, together with any and all references thereto.

34. Financial Reports. Section 8.16.1(a) of the Agreement is hereby deleted in its entirety and the following Section 8.16.1(a) is hereby substituted therefor:

8.16.1(a) Monthly Financial Reports. Not later than the last day of each calendar month, (a) a statement setting forth the prior calendar month’s Operating Revenues, Operating Expenses, and expenditures for Capital Improvements; and (b) a statement setting forth the end of the month balances for each of the Arena Accounts and describing the reasons for any transfers between or among accounts during the prior calendar month.

35. City Surcharge. Section 9.1.1 of the Agreement is hereby deleted in its entirety and the following Section 9.1.1 is hereby substituted therefor:

9.1 Surcharge. The Arena Manager may take the following actions to collect and retain for its own benefit as Exclusive Arena Manager Revenues, a surcharge in the amount described in this Section 9.1 for each Qualified Ticket (the “**Surcharge**”) and may include an additional surcharge (which will also be deemed as Exclusive Arena Manager Revenues) in the amount described in Section 9.1.3 of this Agreement for each Qualified Ticket (the “**Supplemental Surcharge**”):

36. Amount of the City Surcharge. Section 9.1.2 of the Agreement is hereby deleted in its entirety and the following Section 9.1.2 is hereby substituted therefor:

9.1.2 Amount of the Surcharge(s). The Surcharge(s) shall be in such amounts as the Arena Manager may determine from time to time in its sole and absolute discretion.

37. Supplemental Surcharge. The first sentence of Section 9.1.3 of the Agreement is hereby deleted in its entirety and the following sentence is hereby substituted therefor:

In addition, throughout the Term, the Arena Manager may collect a supplemental surcharge (“**Supplemental Surcharge**”) in an amount to be determined by the Arena Manager from time to time in its sole and absolute discretion for all Hockey and non-Hockey Events. All Supplemental Surcharges shall be collected and retained by the Arena Manager as Exclusive Arena Manager Revenues.

38. Ownership. Section 9.1.4 of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

39. Hockey Events. Section 9.1.5 of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

40. Team Revenue Events and City Revenue Events. Section 9.1.6. of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

41. City Sponsored Events and Community Events. Section 9.1.7 of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

42. Licenses and Other Fee Activities. Section 9.1.8 of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

43. Separate State of Fees on Tickets. Section 9.2 of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

44. Management Fee. As of the Amendment Effective Date, Section 10.1 is hereby deleted in its entirety and the following Section 10.1 is hereby substituted therefor:

10.1 Management Fee. Commencing on the Amendment Effective Date, and during the remainder of the Term, in consideration of the Arena Manager’s agreement to perform the management and other services set forth in this Agreement and to pay all operating and maintenance costs associated with the Arena Facility (other than capital costs as provided herein), provided there is no breach by the Team Owner of the obligations under the



Non-Relocation Agreement or a material breach by the Arena Manager of its obligations under this Agreement, the City shall pay to the Arena Manager, by wire transfer of immediately available funds to an account specified by the Arena Manager, the annual Management Fee in the amount of Six Million Five Hundred Thousand Dollars (\$6,500,000), paid in quarterly (on a three calendar month basis) installments in arrears on or before each October 1st, January 1st, April 1st and July 1st during the Term.

45. Exhibits. Exhibit “N” of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

46. Change of Manager. Notwithstanding what may otherwise be provided in this Agreement or in this Amendment, the City shall have the option to replace the Arena Manager at any time after June 30, 2016; provided, that the City first delivers notice of such election (the “Arena Management Replacement Notice”) not less than ninety (90) days prior to the effective date of the replacement of the Arena Manager. Upon delivery of the Arena Management Replacement Notice the City and the Arena Manager shall amend the Agreement as necessary to reflect such replacement including, without limitation, Exclusive Arena Manager Revenues, Section 1.1.5, Section 9 (Charges and Fees), the deletion of Sections 8.1 and 8.4 thereof as well as Exhibits “C”, “F”, “G”, “H”, and “L provided, that notwithstanding such replacement, the Team Owner shall have the right to generate, collect and retain the Exclusive Arena Manager Revenues attributable to Hockey Events. Team Owner shall have no right to any and all revenues, including surcharges, that are attributable to Non-Hockey events.

Parties expressly agree that in the event the City replaces the Arena Manager that the Team Owner will have the right to continue to receive concession, sponsorship and licensing revenues attributable directly to hockey events for the remainder of the term of the agreement. The Parties also agree that the replacement Arena Manager will not be permitted to charge or assess Surcharges or Supplemental Surcharges on any Coyotes Hockey Event tickets. Notwithstanding the foregoing, parties will negotiate in good faith and shall amend the agreement as necessary to reflect this understanding.

Furthermore, in the event that the city replaces the Arena Manager, the management fee described in section 10.1 shall be prorated based upon the number of months Arena Manager has served as the Arena Manager. By way of example, in the event that the city replaces the Arena Manager effective in the third month of the fiscal year, the Arena Manager will be paid one million eighty three thousand three hundred thirty-three dollars and thirty-three cents (\$1,083,333.33) for the two months of service performed by the Arena Manager ( $\$6,500,000 \div 12 \times 2$ ).

47. Governing Law. This Amendment shall be governed by and construed in accordance with the choice of law provision contained in the Agreement.

48. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

49. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns.

50. Amendment. Except as otherwise expressly set forth in this Amendment, all of the terms and provisions of the Agreement shall remain in full force and effect and are ratified and confirmed by City, Arena Manager and Team Owner.

[Signatures Appear on the Following Pages]

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands to be effective as of the Effective Date.

**ARENA MANAGER:**

ICEARIZONA MANAGER CO LLC, a Delaware limited liability company

By: Renaissance Sports & Entertainment, LLC, a Delaware limited liability company

Its: Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Director

CANADA	)	TO ALL WHOM THESE PRESENTS
	)	
PROVINCE OF BRITISH COLUMBIA	)	MAY COME BE SEEN OR KNOWN
	)	
TO WIT:	)	
	)	

I, \_\_\_\_\_, a Notary Public by Royal Authority duly appointed, in the City of Vancouver, in the Province of British Columbia, do certify and attest that the forgoing instrument was acknowledged before me on this \_\_\_\_\_ day of July, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of Renaissance Sports & Entertainment, LLC, a Delaware limited liability company, on behalf of said company as the manager of IceArizona Manager Co LLC, a Delaware limited liability company, on behalf of said company, and on oath \_\_\_\_\_ stated before me that he was authorized to execute the foregoing instrument for and on behalf of said limited liability companies.

DATED at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
A Notary Public in and for the Province of British Columbia

**TEAM OWNER:**

ICEARIZONA HOCKEY CO LLC, a Delaware limited liability company

By: Renaissance Sports & Entertainment, LLC,  
a Delaware limited liability company  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Director

CANADA ) TO ALL WHOM THESE PRESENTS  
          ) )  
PROVINCE OF BRITISH COLUMBIA ) MAY COME BE SEEN OR KNOWN  
          ) )  
TO WIT: ) )  
          ) )

I, \_\_\_\_\_, a Notary Public by Royal Authority duly appointed, in the City of Vancouver, in the Province of British Columbia, do certify and attest that the forgoing instrument was acknowledged before me on this \_\_\_\_\_ day of July, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of Renaissance Sports & Entertainment, LLC, a Delaware limited liability company, on behalf of said company as the manager of IceArizona Hockey Co LLC, a Delaware limited liability company, on behalf of said company, and on oath \_\_\_\_\_ stated before me that he was authorized to execute the foregoing instrument for and on behalf of said limited liability companies.

DATED at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
A Notary Public in and for the Province of  
British Columbia

**CITY:**

CITY OF GLENDALE, an Arizona municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

\_\_\_\_\_  
\_\_\_\_\_, City Attorney