

ANCHORAGE, ALASKA
AO No. 2023-116, As Amended

1 **AN ORDINANCE OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING**
2 **A FIVE (5) YEAR LEASE BETWEEN THE MUNICIPALITY OF ANCHORAGE**
3 **(LESSOR) AND O'MALLEY ICE AND SPORTS CENTER, LLC (TENANT) FOR**
4 **PREMISES LOCATED AT 1600 GAMBELL STREET, 1741 WEST NORTHERN**
5 **LIGHTS BOULEVARD AND 534 EAST 16TH AVENUE FOR THE CONTINUED**
6 **OPERATION OF THE GEORGE M. SULLIVAN ARENA, THE DEMPSEY**
7 **ANDERSON ICE ARENA, AND THE BEN BOEKE ICE ARENA.**

8
9 **WHEREAS**, the Municipal Charter §10.02 requires the Assembly to enact an
10 ordinance to “[c]onvey or lease, or authorize the conveyance or lease, of any interest
11 in lands of the municipality.”; and
12

13 **WHEREAS**, a lease is defined as a “contract by which a rightful possessor of real
14 property conveys the right to use and occupy that property in exchange for
15 consideration, usu[ally] rent.”¹; and
16

17 **WHEREAS**, the Municipality of Anchorage (the Municipality) has entered into a
18 contract with O'Malley Ice and Sport Center, LLC (O'Malley), which by its terms,
19 provides for O'Malley to be the sole occupant and operator of the municipal facilities
20 known as the Sullivan Arena, the Anderson Arena, and the Boeke Arena; and
21

22 **WHEREAS**, the terms of the contract require O'Malley to provide consideration to
23 the Municipality in the form of 50% of whatever revenues it generates from its
24 operation and occupation of the three Arenas; and
25

26 **WHEREAS**, the contract runs for a term of five (5) years, with O'Malley financially
27 compensating the Municipality in an amount of up to one million, four hundred
28 ninety-seven thousand and two dollars (\$1,497,002) for the exclusive use of all the
29 three Arenas; and
30

31 **WHEREAS**, the Assembly finds this contract conveys **an [exclusive]** interest in
32 public property to O'Malley for a certain period of time in return for **[financial]**
33 consideration in the form of shared revenues, and as such, ***it is not a lease but it***
34 **contains some but not all characteristics of a lease [constitutes a lease of**
35 **public property]**;²
36

37 **NOW THEREFORE, THE ANCHORAGE ASSEMBLY ORDAINS:**
38

¹ Lease, BLACKS'S LAW DICTIONARY (7th ed. 1999).

² See John D. Alamari & Joseph M. Perillo, THE LAW OF CONTRACTS § 3.13 (Hornbook 4th ed. 2000)
“a contract that is in every respect a lease will be treated as a lease despite an express provision
that it is . . . not a lease.” *Id. citing M & I First Nat. Bank v. Episcopal Homes Engagement*, 195
Wis.2d 485, 536 (App. 1995)

1 **Section 1.** The Assembly hereby approves the five (5) year **contract regarding**
2 **[lease of]** the properties located at 1600 Gambell Street, 1741 West Northern Lights
3 Boulevard, and 534 East 16th Avenue, Anchorage, Alaska to O'Malley Ice and
4 Sports Center, LLC for the continued operation of the George M. Sullivan Arena,
5 Dempsey Anderson Ice Arena, and the Ben Boeke Ice Arena under the terms
6 specified in Exhibit A attached hereto.

7
8 **Section 2.** This Ordinance shall become effective immediately upon passage and
9 approval by the Anchorage Assembly

10
11 PASSED AND APPROVED by the Anchorage Assembly this 7th day of November,
12 2023.

13
14
15 *Christopher Constant*

16
17 _____
18 Chair

19 ATTEST:

20
21 *Joni King*

22 _____
23 Municipal Clerk



**MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM**

No. AM 869-2023

Meeting Date: November 7, 2023

1 **From:** Vice Chair Zaletel and Chair Constant

2
3 **Subject:** AO 2023-116 – AN ORDINANCE OF THE ANCHORAGE
4 MUNICIPAL ASSEMBLY AMENDING ...AN ORDINANCE OF THE
5 ANCHORAGE MUNICIPAL ASSEMBLY APPROVING A FIVE (5)
6 YEAR LEASE BETWEEN THE MUNICIPALITY OF ANCHORAGE
7 (LESSOR) AND O'MALLEY ICE AND SPORTS CENTER, LLC
8 (TENANT) FOR PREMISES LOCATED AT 1600 GAMBELL
9 STREET, 1741 WEST NORTHERN LIGHTS BOULEVARD AND 534
10 EAST 16TH AVENUE FOR THE CONTINUED OPERATION OF THE
11 GEORGE M. SULLIVAN ARENA, THE DEMPSEY ANDERSON ICE
12 ARENA, AND THE BEN BOEKE ICE ARENA.
13

14 This proposed ordinance brings before the Assembly a transaction that resulted in
15 a very long term (5 years plus one 5--year extension option) agreement between
16 the Municipality of Anchorage (MOA) and O'Malley Ice and Sports Center LLC
17 (Tenant), transferring control and use of three valuable and beloved municipal
18 facilities - the Dempsey Anderson Ice Arena, Ben Boeke Ice Arena and the George
19 M. Sullivan Arena ("Arenas"). This arrangement started out in an RFP competitive
20 procurement process in the Purchasing Department, resulting in a professional
21 services agreement, and next became a "restated" professional services agreement
22 adding the Sullivan arena and requiring a substantial Amendment No. 1 (p. 59 of
23 Exhibit A to the ordinance). Complicating the required public process, the
24 compensation to the Tenant under the restated professional services agreement is
25 based on projected revenues derived from the Tenant in operating the facilities.
26 Because the Administration views this stream of income as speculative or unknown,
27 the Administration asserted in worksessions on this subject that the transaction did
28 not trigger the Title 7 contract obligation amounts requiring Assembly approval for
29 the contract or for Amendment No. 1.
30

31 The Anchorage Municipal Charter Sec. 10.02(8) requires the Assembly to enact an
32 ordinance to "convey or lease, or authorize the conveyance or lease, of any interest
33 in the lands of the municipality." Regardless of the name given to this transaction,
34 the substantive and material terms of this transaction mean it is essentially a lease
35 or conveyance of an interest in three significant municipal facilities. This Charter
36 provision that requires an ordinance (and therefore Assembly approval) has been
37 implemented in Title 25, Chapter 25.30, Disposal of Municipal Land, requiring an
38 ordinance to dispose of an interest in land (easement, licenses, right-of-way, leases,
39 conveyances) and Title 7, Chapter 7.15, General Contracting Procedures,
40 specifically AMC 7.15.040 and .080, requiring Assembly approval of contracts and
41 amendments thereto prior to their execution. And although there are exceptions
42 under both titles for small transactions, these exceptions were never intended to
43 authorize the conveyance or lease of a large facility for five to ten years without
44 Assembly approval and public process. As this particular contract contains

1 provisions more typical of a lease than a use agreement, the Assembly’s approval
2 should have been sought.

3
4 This proposed ordinance refers to the transaction as a lease due to some unusual
5 contract provisions. For instance, the vast majority of municipal *contracts* provide
6 the Municipality with the authority to terminate for convenience (for any reason) and
7 limit the contractor’s right to terminate for convenience. In this transaction, the
8 operator may terminate for convenience upon limited notice, while the Municipality
9 must provide 36 months to terminate – effectively limiting the right of the Municipality
10 to terminate for convenience for 3 years. See Amendment No. 1, to Amended and
11 Restated Contract for Professional Services with O’Malley Ice and Sports Center,
12 LLC dated September 8, 2023, Item 11, (Exhibit A to AO, p. 60). This is similar to
13 leases of Municipal real property that generally limit the right of the Lessor (in this
14 case the MOA) to terminate for convenience. In addition, the transaction may be
15 extended for one five-year period, *and the consent to the extension cannot be*
16 *unreasonably withheld by the MOA* – essentially giving the Tenant a 10-year term.
17 See Amended and Restated Contract, Sec. 3.B. (*Id.*, Exhibit A to AO, p. 3)

18
19 Upon the Assembly’s discovery of the circumvention of the required approval based
20 on an interpretation by the Administration, Chair Constant and Vice-Chair Zaletel
21 submitted AO 2023-107 and AO 2023-108, amending Titles 7 and 25 to provide
22 additional language implementing the Charter requirement. These proposed
23 ordinances would explicitly capture within Title 7 any contract where the
24 compensation is based on an operator’s or tenant’s use of municipal property. Both
25 ordinances are currently set for public hearing on November 21, 2023.

26
27 In the meantime, this already-executed transaction continues to roll forward in effect
28 and without the required Assembly approval or public process. This ordinance is
29 intended to immediately place the transaction before the public and the Assembly.
30 Approval of the ordinance would ratify the agreement; if the ordinance is rejected
31 the agreement would in effect be nullified; and it may be postponed to a time certain
32 for particular changes to be made that the Assembly could approve.

33
34 Prepared by: Assembly Counsel’s Office

35
36 Respectfully submitted: Meg Zaletel, Assembly Vice Chair
37 District 4, Midtown Anchorage

38
39 Christopher Constant, Assembly Chair
40 District 1, North Anchorage

**MUNICIPALITY OF ANCHORAGE
AMENDED AND RESTATED CONTRACT FOR PROFESSIONAL SERVICES
WITH O'MALLEY ICE AND SPORTS CENTER LLC**

In consideration of the mutual promises herein, the Municipality of Anchorage and O'Malley Ice and Sports Center LLC agree as follows. This Contract consists of:

- A. Part I, consisting of 20 sections of Special Provisions;
- B. Part II, consisting of 11 sections of General Provisions;
- C. Appendix A - Scope of Services;
- D. Appendix B - Cost/Revenue Schedule;
- E. Appendix C - Asset Inventory; and
- F. Appendix D – Ice Allocation Policy
- G. Appendix E – Sullivan Arena Commissioning and Opening Responsibilities

**PART I
SPECIAL PROVISIONS**

Section 1. Definitions. In this Contract:

- A. "Administrator" means Municipal Manager or his designee.
- B. "Anchorage" or "MOA" means the Municipality of Anchorage.
- C. "Anderson" means the Dempsey Anderson Ice Arena located at 1741 West Northern Lights Blvd., Anchorage, Alaska.
- D. "Arenas" means the Dempsey Anderson Ice Arena, Ben Boeke Ice Arena and George M. Sullivan Arena
- E. "Boeke" means the Ben Boeke Ice Arena located at 534 E. 16th Avenue, Anchorage, Alaska, and the areas devoted to the Boeke parking.
- F. "Concession" includes all sales of foods, beverages, novelties and in the Ben Boeke, Dempsey Anderson Ice Arenas, and George M. Sullivan Arena.
- G. "Contractor" means O'Malley Ice and Sports Center LLC.
- H. "Facilities" means all or individual facilities of the Ben Boeke Ice Arena, Dempsey Anderson Ice Arena, and George M. Sullivan Arena.
- I. "Facility Operating Costs" shall include all expenses or expenditures of whatever kind or nature incurred, directly or indirectly by Contractor in promoting, operating, and managing the Facilities as approved by the Administrator in the operating budget for the current Fiscal Year.

- J. "Fiscal Year" means January 1 through December 31 of each year during the term of this Contract.
- K. "George M. Sullivan" means the George M. Sullivan Arena located at 1600 Gambell Street, Anchorage, Alaska, and the areas devoted to the George M Sullivan parking.
- L. "Gross Revenues" means the total income or revenue, regardless of its source received by the Contractor from all sales or rentals under this Contract, except sales and use taxes or taxes of a similar nature, nor gratuities collected by or on behalf of Contractor's employees. Where Contractor prepays sales taxes or taxes are included in the retail prices, the amount of sales tax shall be excluded from Gross Revenues.
- M. "Home Office Corporate Overhead: means the expenses of operating the administrative corporate, and home operations of the Contractor. Labor and services performed directly for, or at the Facilities shall not be deemed Home Office Corporate Expenses and shall be considered Facility Operating Costs irrespective of the individual employee conducting the work or the location of their workplace.
- N. "Marketing" means to generate events and patrons through effective marketing and promotions and actively develop new business.
- O. "Net Operating Income" (NOI) means the difference remaining after deducting Facility Operating Costs from Gross Revenues.
- P. "Net Profit" means the sum remaining after deducting from NOI the sum charged for Maintenance and Reserves.
- Q. "Reserve Account" means a fund maintained by the Municipality as a capital reserve fund. All expenditures of capital reserve funds are subject to approval of the Municipality and appropriation by the Anchorage Assembly.
- R. "Users" means promoters, skating clubs and individuals, companies, entities, agencies, or other parties who contract with Contractor for use of the Facilities.

Section 2. Scope of Services.

- A. The Contractor shall perform the services in accordance with Appendix A, which is attached hereto and incorporated in this section by reference.
- B. Anchorage shall not allow any claim for services other than those described in this section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.

Section 3. Time for Performance.

- A. This Amended and Restated Contract shall become effective, when signed by both parties but not sooner than July 21, 2023 and shall remain in effect through August

31, 2028. As more particularly described in the Sullivan Arena Operating Plan, that facility will be opened for public usage not later than November 1, 2023, the first contract year for that facility.

- B. This Contract may be extended for one five-year period upon mutual consent of the parties, unless terminated sooner in accordance with the provisions of this Contract. The parties shall mutually agree, in writing, no later than six months prior to the end of the first term, whether they intend to extend the Contract. In the event the parties do not agree to extend, the Contract shall terminate on August 31, 2028. Consent to extend the Contract will not be unreasonably withheld by the MOA provided Contractor is otherwise meeting its obligations and not in default.

Section 4. Compensation; Method of Payment.

- A. Anchorage shall pay/compensate the Contractor in accordance with the terms and conditions set forth in the compensation/payment schedule attached as Appendix B and incorporated herein by reference for services performed under this Contract.
- B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this section.
- C. As a condition of payment, the Contractor shall have paid all municipal taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Section 2 may be terminated:

- A. By mutual consent of the parties.
- B. During the Initial year of this Amended and Restated Contract as it pertains to the Sullivan Arena, the Contractor at its convenience and in its sole discretion may terminate its services for the Sullivan Arena, provided that the Contractor notifies the MOA in writing of its intent to terminate under this paragraph at least one hundred and eighty (180) days, or not later than April 15th of that current year.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default, or commence cure and diligently proceed within thirty (30) days after receiving the notice.
- D. By Anchorage or Contractor for any event of Force Majeure as defined in section 12, in which case Contractor shall be paid for its services as specified in Section 6.

Section 6. Duties Upon Termination.

- A. If the Contractor's services are terminated for cause, Anchorage shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by Anchorage because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed the Contract rate for such services, and payment under this subsection shall not exceed ninety percent (90%) of the total compensation allowable under Section 4. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Anchorage at its option.
- B. If the Contractor receives payments exceeding the amount to which it is entitled under subsections A or B of this section, he shall remit the excess to the Administrator within thirty (30) days of receiving notice to do so.
- C. The Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the Administrator all documents, records, work product, materials and equipment owned by Anchorage and requested by the Administrator.
- D. If the Contractor's services are terminated, for whatever reason, the Contractor shall not claim any compensation under this Contract, other than that allowed under this section.
- E. Except as provided in this section, termination of the Contractor's services under Section 5 does not affect any other right or obligation of a party under this Contract.
- F. If a final audit has not been performed before the Contractor's services are terminated, Anchorage may recover any payments for costs disallowed as a result of the final audit.

Section 7. Insurance.

- A. The Contractor shall maintain in good standing, for the entire period of the Contract, the insurance described in subsection B of this section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with a Certificate of Insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager for Anchorage.
- B. The Contractor shall provide the following insurance:
 - 1.) \$500,000 Employers Liability and Workers Compensation as required by Alaska Law.
 - 2.) Commercial Automobile Liability in the amount of \$1,000,000 combined single limit to include: owned, hired, and non-owned.
 - 3.) Commercial General Liability including:

\$5,000,000 General Aggregate
\$5,000,000 Products/Completed Operations
\$5,000,000 Personal & Advertising Injury
\$5,000,000 Each Occurrence
\$10,000 Medical Payments (may be included in general liability and
declared in the COI)

- 4.) Cyber/Privacy Liability insurance with limits not less than \$1,000,000. The Cyber coverage shall include, but not be limited to, claims involving invasion of privacy violations (including HIPAA), Information theft, and release of private information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.
 - 5.) Crimes policy coverage that includes coverage for Contractors employees and sub-contractors in an amount not less than Twenty-Five Thousand Dollars of Coverage
- C. Policies written on a "claims-made basis" must have a two (2) year tail of coverage, or an unbroken continuation of coverage for two (2) years from the completion of the contract requirements.
 - D. Each policy of insurance required by this section shall provide for advance notice to the MOA/ Administrator prior to cancellation in accordance with the policy. If the insurer does not notify the MOA on policy cancellation it shall be the Contractor's responsibility to notify the MOA of such cancellation.
 - E. With the exception of Workers Compensation and each policy shall name The MOA as an "additional insured" and the actual policy endorsement shall accompany each Certificate of Insurance.
 - F. General Liability, Workers Compensation, and Automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage. This policy endorsement shall accompany each Certificate of Insurance.
 - G. All policies for general liability shall be primary and noncontributing with any insurance that may be carried by the MOA.
 - H. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the MOA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the MOA.

- I. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the MOA is an additional insured on insurance required from subcontractors, or as approved by Administrator.
- J. To the extent damages to either party are covered by the insurance required hereunder, the MOA and Contractor waive all rights against each other and against their management, officers agents, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as specified herein. The MOA and the Contractor, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

Section 8. Assignments.

- A. The Contractor may enter subcontracts and leases for activity incident or convenient to the operation of the Arenas and concession activities. However, the Administrator shall be notified and provided copies and approve in writing of any subcontracts exceeding \$10,000 with any business entity prior to the entry of any such agreement. Each subcontract shall contain the Non-Discrimination language specified in subsections A, B, C and E of Part II, Section 2 of the General Provisions of this Contract.
- B. Except as provided in Paragraph A, unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Anchorage the right immediately to terminate this Contract without any liability for work performed.
- C. In the event Contractor seeks to complete an Assignment of this Agreement or a reorganization, merger or sale of the Contractor or its assets is considered an implied Assignment of this Agreement, such Assignment shall be subject to approval by MOA, which approval shall not be unreasonable withheld.
- D. The parties acknowledge that the foregoing does not preclude the assignment by Contractor of its rights to receive its Management Fees hereunder as collateral security for contractor's obligations under any commercially reasonable credit agreement, provided that such collateral agreement shall not involve the Contractor's rights, duties, and obligations to manage, promote or operate the Facilities hereunder nor reduce, condition, or restrict in any way Contractor's or the Municipality's rights or duties under this Contract.

Section 9. Ownership; Publication, Reproduction and Use of Material.

- A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Anchorage, which shall retain the exclusive right to publish, disclose, distribute, and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of all such materials intended for use in or presently in the public domain or which are not subject to copyright.
- B. Equipment purchased by the Contractor with contract funds shall be the sole property of Anchorage marked and inventoried as such with a copy of the inventory forwarded to the Administrator.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via email or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Anchorage: Municipality of Anchorage
Office of the Municipal Manager
P.O. Box 196650
Anchorage, AK 99519-6650
EMAIL: renee.stewart@anchorageak.gov and wwpur@muni.org

Contractor: O'Malley Ice and Sports Center LLC
John Stenehjem, General Manager
1111 O'Malley Centre Dr.
Anchorage, AK 99515
EMAIL: john@omalleysports.com

Notices are effective upon the earlier of receipt, proof of good transmission (EMAIL Acknowledgement), or five days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract the Contractor shall not make expenditures other than as provided in line items of the approved annual operating budget.

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.

- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
 - 1.) Any interruption, suspension or interference resulting solely from the act of the MOA including actions of the Anchorage Assembly, or negligent act(s) of the MOA not otherwise governed by the terms of this Contract.
 - 2.) Strikes or work stoppages.
 - 3.) Any interruption, suspension or interference with the Facilities caused by weather, geologic events, or other acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests, Pandemics or restraints of governments and people, civil disturbances, or similar occurrences.
 - 4.) Cyber-attack or other interruption of ordinary commerce in/or affecting Anchorage, Alaska.
 - 5.) Order of court, administrative agencies, or governmental officers other than the Municipality.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounting codes by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays expenses and income;
- C. Effectively controls and accounts for all municipal funds and contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;
- F. Provides accounting records supported by source documentation; and
- G. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.
- H. Provide a current inventory system for Property of the MOA.

Section 14. Funding Requirements.

If any funding source for this Contract should impose additional requirements upon Anchorage for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Anchorage.

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid, therefore.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000.00 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

Section 16. Powers Reserved for the Anchorage.

Anchorage reserves the right and privilege to:

- A. To review and approve within 15 business days of receipt of all events, food and beverages, and other products or services/items to be sold or provided by the Contractor at the Arenas.
- B. To review and approve the rental rates for the Arena and other fees and charges to Arenas.
- C. To approve the Contractor's annual Operating Plan and Budget for the Arenas.
- D. To approve or disapprove the General Manager selected by the Contractor to manage the Arenas. The General Manager shall serve jointly at the pleasure of the Contractor and the MOA during the term of this Contract.
- E. All other rights, powers and privileges not otherwise specifically reserved to the Contractor or Anchorage will be reserved to Anchorage, unless otherwise negotiated and documented in writing.

Section 17. Powers Reserved for Contractor.

Subject to all other conditions and requirements set forth in this Contract, the Municipality of Anchorage grants to the Contractor, the right to market and advertise, and provide management and operation services, including concessions, and rentals for all space and the conduct of all activities at the Arenas.

Section 18. Independent Audit.

An independent audit of the Contractor's records may be conducted by an auditor selected by Anchorage if requested by the Administrator. However, if a substantial irregularity is confirmed during the audit, the reasonable and customary costs of the audit will be reimbursed to Anchorage by the Contractor from the Contractor's outside financial resources. Anchorage shall have unlimited access to all accounting records and supporting documentation during the term of the Contract. Anchorage's right to access shall be exercised in a reasonable manner and will customarily be preceded by a 24-hour notice.

Section 19. Repossession of Ben Boeke, Dempsey Anderson Ice Arena and George M. Sullivan Arenas.

- A. When the term of this Contract expires pursuant to the provisions of Part I, Section 4, Anchorage may take possession of the Arenas and of all facilities and equipment associated with the ice arenas.
- B. Upon termination of this Contract under Part I, Section 6, the Contractor shall comply with all directions of the Administrator regarding the removal of the Contractor's property from the Arenas. If the Contractor fails to comply with those directions, Anchorage may remove and dispose of the Contractor's property at the Contractor's expense.

Section 20. Reporting of Accidents / Building Damage.

The Contractor shall notify the Administrator of any incident or injury sustained by persons utilizing or attending functions at the Arenas that require licensed medical attention as well as any damage/vandalism/theft to the building or grounds. This notification shall be in the form of a written report and shall be transmitted to the Administrator no later than one working day following such injury and/or incident.

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PART II
GENERAL CONTRACT PROVISIONS

Section 1. **Relationship of Parties.**

The Contractor shall perform its obligations hereunder as an independent contractor of Anchorage. Anchorage may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Anchorage shall not supervise or direct the Contractor other than as provided in this section.

Section 2. **Nondiscrimination.**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, or marital status, or who is a "qualified individual with a disability", as that phrase is defined in the Americans with Disabilities Act of 1990. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, mental or physical disability, sexual orientation, or gender identity. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or mental or physical disability.
- C. The Contractor shall comply with all reporting requirements that may apply to it which the Anchorage Office of Equal Employment Opportunity Contract Compliance may establish by regulation. The contract compliance officer may accept the contractor's compliance with federal requirements or the contractor's federal reporting documents in lieu of reporting under this section.
- D. The Contractor shall include the provisions of subsections A through C of this section in every subcontract or purchase order under this Contract, to be binding upon every such subcontractor or vendor of the Contractor under this Contract. The contract compliance officer may accept the contractor's compliance with federal requirements or the contractor's federal reporting documents in lieu of reporting under this section.

- E. The Contractor shall comply with all applicable federal, state, and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

Section 3. Permits, Laws and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules, and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part hereof, or the right of such party thereafter to enforce every provision hereof.

Section 5. Amendment.

- A. This Contract shall only be amended, modified, or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: O'Malley Ice and Sports Center LLC
Stephen Agni, Managing Member

Anchorage: **Mayor, Municipal Manager or Approved Designee**

- C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action arising from this Contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska shall govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

Any provision of this Contract deemed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

The Contractor shall indemnify, defend, save and hold Anchorage (or Municipality) harmless from any and all claims, lawsuits or liability, including attorney fees and costs, allegedly arising out of loss, damage or injury to persons or property or from any wrongful or negligent act, error or omission of Contractor, Contractor's agents, employees, subcontractors or invitees, occurring during the course of, or as a result of the Contractor's, Contractor's agents, employees, contractors, subcontractors or invitees performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Anchorage may deem necessary, make available to Anchorage, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Anchorage, in such form and at such times as Anchorage may reasonably require. The Contractor shall permit Anchorage to audit, examine, and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Contract. Anchorage may, at its option, permit the Contractor to submit its records to Anchorage in lieu of the retention requirements of this section.

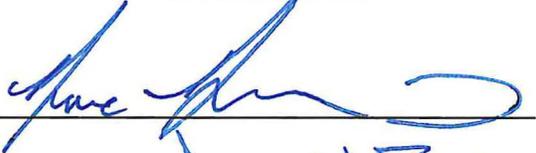
Section 11. Availability of Funds.

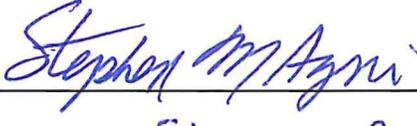
Payments under this Contract require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Anchorage and Anchorage shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

MUNICIPALITY OF ANCHORAGE

O'Malley Ice and Sports Center LLC





Printed Name: DAVID W BROWNSON
Mayor, Municipal Manager or Approved Designee

Printed Name: Stephen Agni

Title: MAYOR

Title: Managing member

Date: 7/21/2023

Date: 7/21/2023

IRS Tax Identification No. EIN: 47-4233402
Tax Status: Taxable [X] Non-Taxable []

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APPENDIX A
SCOPE OF SERVICES
BEN BOEKE, DEMPSEY ANDERSON ICE ARENAS & GEORGE M SULLIVAN ARENA

- A. Attachment A - Maintenance and Repairs Duties for the Facilities; and
- B. Attachment B - Parking Control & Policy.

The Contractor under this Contract with the MOA assume responsibility for all aspects of operations, including but not limited to: scheduling/bookings, marketing, promotion, ticket sales and revenue collection including ice rate management/sales, hours of operations and public admission, ice making/maintenance, zammig, janitorial, security, utilities, and all event operations including set-up and take-down, concessions, records, and accounting.

The Contractor is expected to operate the Arenas professionally and cost-effectively and to maximize utilization of the facility and its revenue-generating capacity, while minimizing operating costs. Specific duties include, but are not limited to:

Section 1. Operations Budgets

- A. Contractor shall perform operation and management of the Boeke and Dempsey Arenas in accordance with the proposed Operations Budget 2023-24, as approved by the Administrator unless otherwise directed by the Administrator or agreed to in writing as negotiated by both parties.
- B. Contractor shall perform operation and management of the Sullivan Arena in accordance with this Agreement.
- C. The Contractor shall prepare and submit a proposed Annual Operating Plan delineating the activities and scope of usage for the Facility for each fiscal year and the operations budgets annually for each year of operation of the Contract. The Operating Plan and Budgets will be submitted in writing yearly for review by the Administrator no later than July 1st of the preceding calendar year. The Administrator will then provide final approval of the budget submitted by September 1st. Proposed Operating Plans and Budgets shall be submitted in accordance with submission requirements to be coordinated by the Administrator of this Contract. Proposed budgets will contain a facility overview, description of the management services, organization charts, concept of operation and scope of responsibilities of the Administration, Accounting/Personnel, Box Office, Concessions, Operations including utilities, marketing/advertising, revenues to MOA for facility maintenance costs, percentage net income to the MOA and capital reserve contributions. The Operations Budgets shall be based on a forecast of anticipated events described in the Operating Plan and Budget for the year and include an evaluation of the revenues to be realized from forecasted events and the associated operating costs.
- D. Contractor and the MOA acknowledge and agree that the Operating Plan will in many instances require Contractor to schedule and make commitments for time and space in

the facility as well as incur expenses in the planning and procurement of materials and service in anticipation of those events. Upon approval of the Operating Plan Contractor shall be entitled to rely upon and implement the Plan. In the event the MOA orders the cancelation, or a substantial modification of an event or activity included in the adopted Plan Contractor shall be reimbursed by the MOA for all reasonable costs incurred in preparation and furtherance of the Canceled event or usage.

- E. The Contractor shall not, without prior written approval from the Administrator, incur in any budget year, obligations for Facilities Operating Costs in excess of One Hundred Ten Percent (110%) of the amount for Total Facility Operating Costs in the approved operations budget as adjusted for inflation by applying the change in the CPI recorded for the prior quarter. If the Facility Costs exceed One Hundred Ten Percent (110%) of the approved amount (as adjusted by the CPI), Contractor will make up the difference from its own resources.
- F. Supplemental or revised Operating Plans and Budgets shall be submitted to provide for unanticipated, events and associated revenues and expenses. The MOA shall approve or disapprove the submission by the Contractor in writing.
- G. Contractor shall prepare and submit to the Administrator a quarterly facilities budget to actual report for each facility along with a combined report prepared on a cash basis for each successive calendar quarter ending: November 30th of each fiscal year, within twenty days of the end of the quarter. Contractor shall maintain its records and books of account so as to allow the MOA to obtain a monthly budget to actual report on either of the facilities upon request of the Administrator.

Section 2. Scheduling & Ice Rates

- A. Contractor will schedule events and activities within the Facilities and determine operating hours and the hours of public admission to achieve maximum use of the facilities consistent with the MOA approved Operations Budgets submitted by the Contractor.
- B. Ice time schedules must follow the Ice Time Allocation Policy set forth in that certain Stipulation to Accept Time Allocation Policy, as ordered by the court in Alaska Firebirds Girls' Comp Hockey Teams, et al. vs. Municipality of Anchorage, et al., in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, Case No. 3AN-96-9163CI (order dated July 30, 1999). The schedule has been amended intermittently since then.

Scheduling should follow the current 2019 Ice Time Allocation Policy Guidelines as may be amended from time to time. Contractor is responsible for coordinating any changes and updates to the 2019 Policy which includes outreach and meetings with the user community of the facilities. All changes to the Policy must receive final approval by the Administrator.

A schedule depicting the mix of the ice related programs listed in the Ice Allocation Policy shall be prepared each summer. Contractor shall be responsible for creating and maintaining all schedules for the facility.

- C. Facilities Management – Contractor will perform a market analysis ensuring current ice rates and rates for usage of all Facilities are competitive and reasonable to sustain profitable operations and cover expenses at the arenas. Contractor may make changes and updates to the ice rates upon final approval by the Administrator.
- D. Regulation 25.11 Facility Use Policy for George M. Sullivan Arena:

Regulation 25.11 FACILITY USE POLICY FOR THE GEORGE M. SULLIVAN ARENA¹

25.11.01 Intent.

Constructed by public funds, the arena operates for the broadest public benefit. The primary goal of the arena is to promote a wide variety of activities paid by user fees, to generate revenues sufficient to pay all municipal costs associated with the arena's operations and maintenance. Upon achievement of this goal, the facility is to be managed to promote the broadest possible community use.

(AR No. 83-125; AR No. 87-285; AO No. 96-56, § 1, 3-26-96; AO No. 2000-137, § 1, 10-3-00)

Authority—Anchorage Municipal Code 3.40, 4.60.190, 25.10.060.

25.11.02 Definitions.

In this regulation:

- A. "Arena" means the George M. Sullivan Arena located at 1600 Gambell Street, Anchorage, Alaska, and areas designated by the municipality for arena parking.
- B. "Department" means the Office of Economic and Community Development.
- C. "General Manager" means the person designated by the Office of Economic and Community Development to supervise and direct the operations of the arena or, in the event a management agreement between the municipality and a private contractor is executed for provision of those services, the individual named as general manager of the arena by that contractor and approved by the Director.
- D. "Director" means the Director of the Office of Economic and Community

Development or designee. (AR No. 83-125; AR No. 87-285; AO No. 96-56, § 1, 3-26-96; AO No. 2000-137, § 1, 10-3-00; AO No. 2015-47, § 3, 5-14-15 ; AR No. 2016-294 , § 1, 11-15-16)

Authority—Anchorage Municipal Code 3.40, 4.60.190, 25.10.060.

25.11.03 Managing agency

As designated by the mayor under Anchorage Municipal Code 25.10.050 the managing authority of the George M. Sullivan Arena shall rest with the Office of Economic and Community Development.

(AR No. 83-125; AR No. 87-285; AO No. 96-56, § 1, 3-26-96; AO No. 2000-137, § 1, 10-3-00; AO No. 2015-47, § 3, 5-14-15 ; AR No. 2016-294 , § 1, 11-15-16)

Authority—Anchorage Municipal Code 3.40, 4.60.190, 25.10.050, 25.10.060.

¹Editor's note(s)—This regulation shall become effective upon passage and approval except the revised fees and charges under AMCR 25.11.006 shall become effective on and shall be applicable only to user rental agreements executed after January 1, 2001.

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25.11.04 Operation of the arena.

- A. Except as provided in Paragraph B, of this section, use and operation of the arena shall be the responsibility of the Office of Economic and Community Development.
- B. Consistent with AMC title 7, the municipality may, by contract, allow a contractor or contractors to assume the responsibilities of the Office of Economic and Community Development set forth in paragraph A. of this section.

(AR No. 83-125; AR No. 87-285; AO No. 96-56, § 1, 3-26-96; AO No. 200-137, § 1, 10-3-00; AO No. 2015-47, § 3, 5-14-15 ; AR No. 2016-294 , § 1, 11-15-16)

Authority—Anchorage Municipal Code 3.40, 4.60.190, 25.10.060.

25.11.05 Rental agreements.

- A. No person, firm, association or organization may use or occupy the arena for commercial, amusement, recreational or other purposes unless a user agreement for such use has been executed in accordance with this section.
- B. The user agreement for use and occupancy of the arena shall be reduced to writing, executed by the tenant or its authorized representative, the arena general manager, and the director.
- C. The general terms and conditions of user agreements shall be standardized and

applied in a non-discriminatory fashion to all tenants using the arena. Fees for the use of the arena shall be in accordance with AMCR section 25.11.006. User agreements shall, at a minimum, identify the tenant, type of event, dates of occupancy and shall describe the rental rates and charges for specific event services and any other special terms or conditions applicable to the event.

- D. Except as otherwise provided in regulation 25.11, the management contractor shall, with the concurrence of the director, promulgate and adhere to written policies regarding advance booking of the arena. The formalized policies shall be applied to all users in a nondiscriminatory manner and shall establish rules governing when and how bookings will be accepted. Bookings shall be accepted on a first come, first served basis, provided the terms and conditions of the advanced booking policy are met.
- E. The management contractor may, with the concurrence of the director, refuse to allow events in the arena which endanger the public health, safety and welfare.

(AR No. 83-125; AR No. 87-285; AO No. 96-56, § 1, 3-26-96; AO No. 2000-137, § 1, 10-3-00)

Authority—Anchorage Municipal Code 3.40, 4.60.190, 25.10.060.

25.11.06 Schedule of fees.

- A. The schedule of rental fees applicable to tenants of the arena shall be as set forth in the schedule of fees and charges below:

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SCHEDULE OF FEES AND CHARGES

In addition to the policies, procedures, costs and other conditions regarding the rental of the Sullivan Arena, the following rental fees will apply:

Building rental shall be the greater of:

<i>Ticketed spectator events</i>	
Basic rent	\$2,500.00/day or 10% of gross ticket receipts
<i>Non-ticketed spectator events, Non-public events/Trade shows</i>	
Basic rent	\$4,000.00/day or \$0.22 a square foot
Outer concourses rate	\$1,400.00 per day
<i>Parking lot</i>	
Flat daily rate	\$2,000.00/day
<i>Move-in/move-out charges</i>	
As specified in the user agreement	\$2,000.00/day
<i>Overtime</i>	
As specified in the user agreement	\$450.00/hour
<i>Minimum rent deposit</i>	
Minimum deposit, on approval of agreement	\$2,500.00
Balance of deposit, 30 days prior to event	Negotiable
<i>Total rent</i>	
Total remaining rent, minus any deposits, will be collected before or at settlement of event(s).	

- B. With the authority of the director, arena management can offer tenants reduced rental rates under the following specific conditions:
1. Events during periods when the arena is historically unused. These periods are currently defined as the summer months of June, July, and August.
 2. Acts of God (possibly an earthquake or volcanic eruption) or other uncontrolled disasters, or the illness/death/loss of a featured artist or entertainer of a scheduled event (causing the event to be canceled).
 3. Spectator events that generate in excess of \$10,000.00 in ancillary sales would qualify for a "sliding scale" on building rent and reimbursable labor. (Every dollar that the Sullivan Arena earned above \$10,000.00 on ancillary sales would be used to first reduce building rent and then arena labor on a dollar-for-dollar basis.).
- C. The general manager may, from time to time and with prior written consent of the

director, waive or reduce the fees and charges applicable to specific events at the arena, either:

1. As required by economic conditions, or
2. In order to offer events of public or historical interest by nonprofit organizations, or
3. As provided by a co-promotion agreement executed by the tenant or user or its authorized representative, the general manager and the director. For purposes of this regulation, a "co-promotion agreement" is a user agreement wherein fees and services are waived or reduced in exchange for a specified portion of the tenant's or user's profits from ticket sales, merchandise sales, and/or concession sales.

D. Every three years, the director shall review the current schedule of fees and make recommended rate increases as appropriate.

(AR No. 83-125; AR No. 87-285; AO No. 96-56, § 1, 3-26-96; AO No. 2000-137, § 1, 10-3-00; AO No. 2015-47, § 3, 5-14-15 ; AR No. 2016-294 , § 1, 11-15-16)

Authority—Anchorage Municipal Code 3.40, 4.60.190, 25.10.060. Note(s)—See the note at the beginning of the chapter.

25.11.07 Scheduling of events.

Events to be scheduled in the arena should reflect the diverse interests of the residents of Anchorage and shall ensure maximum use of the facility.

(AR No. 83-125; AR No. 87-285; AO No. 96-56, § 1, 3-26-96; AO No. 2000-137, § 1, 10-3-00)

Authority—Anchorage Municipal Code 3.40, 4.60.190, 25.10.060.

25.11.08 Event services.

Event services provided to tenants and users of the arena shall include but are not limited to those described in the "Event Services" document listed below. Required event services and attendant costs shall be specified in the user agreement as required by AMCR 25.11.005.C on an event-by-event basis.

EVENT SERVICES

The George M. Sullivan Arena offers the following services to all tenants utilizing the arena. As noted in the user agreement, a detailed and itemized listing of the special services required for events will be completed by the arena staff based on individual event requirements. Specialized services and their associated costs will be explained in an addendum to the user agreement which must be approved by the tenant prior to the event. *Event coordination* (included in rent). An arena staff person will be assigned specifically to each event upon return of a completed and approved user agreement. This person will be available to outline in more detail the services available through the arena and to make all the necessary arrangements for the successful presentation of the event. This person will be the primary contact from the initial meeting with the tenant and throughout the event. All information regarding the event will be the responsibility of the staff person assigned.

Box office services (additional charge). The arena has a full-service box office and satellite ticket offices for advance sale purchases, in addition to day-of-event sales. A charge-line service is also offered whereby tickets may be purchased in advance by phone and charged to either Visa or Master Card. All tenants using the arena must utilize our box office if tickets are offered for sale, with the option of outside outlets.

Security (additional charge). It is mandatory that security guards be provided for each event held in the arena. All tenants must utilize the services of the arena's security staff.

First aid (additional charge). For attractions which will require emergency first-aid treatment, trained first aid personnel will be provided by the arena and passed on to the tenant based on actual cost.

Equipment rental (additional charge). The arena has an inventory of equipment available for rental. A listing of this equipment is available for review by the tenant. Arrangements for rental and use of this equipment will be made and documented in the user agreement.

Permits and licenses (additional charge). The user agreement precludes the of securing any additional licenses and permits to hold an event within the arena, with the exception of a State of Alaska Concert Promotion License, and a state business license which shall be obtained from the State of Alaska.

Liability insurance (additional charge). It is mandatory that a liability insurance policy as outlined in the user agreement be obtained prior to the presentation of each event.

Ushering services (additional charge). An in-house ushering staff is provided by the arena, to include ticket takers, directors and ushers. All tenants utilizing the arena must use its ushering staff; including ticket takers directors and ushers.

Advertising and promotion (additional charge). Complete services for advertising and promotion of events are available through the arena, including full graphic arts and media buying service.

Catering (additional charge). A full catering service for food and beverage is available through the arena. Full catered food and beverage service is available for groups from 50 to 2,000.

Event services (additional charge). A highly trained staff of arena event attendants and custodians are provided to facilitate the necessary setup of equipment and cleanup during an event. These employees will be specifically assigned to each event and will be immediately available to meet each tenant's needs.

Parking operations. The arena has approximately 1,600 parking spaces. The cost to patrons using the parking facilities at the arena shall be in accordance with authorization by the municipal administration. A limited number of complimentary parking passes will be provided for the tenant's immediate staff.

Extraordinary utilities, equipment, and maintenance services (additional charge). The following services would be provided by local agencies: messenger services, stenographer, notary public, print shop, photographic services, carpentry shop, display builder, sign painter, paint shop, plumber, locksmith, laborers, musicians, decorating service, audio/visual operators, audio/visual repairmen, freight, tours and entertainment, exhibit and display development, attendance stimulation and publicity.

(AR No. 83-125; AR No. 87-285; AO No. 96-56, § 1, 3-26-96; AO No. 2000-137, § 1, 10-3-00)

Authority—Anchorage Municipal Code 3.40, 4.60.190, 25.10.060.

Section 3. Marketing and Promotion

The Contractor will be responsible for all marketing and promotion activities whether through its own efforts or through contracting with a third party. MOA maintains the right to bar certain activities at its discretion. The Contractor will be expected to generate events and patrons through effective marketing and promotions and actively develop new business. Including in the definition of Marketing is exclusive right and the requirement to market all fixed advertising panels/dashers, ice logos and other forms of in Facility advertising, including temporary advertising messages displayed on the scoreboard and other electronic displays. Contractor with approval from Anchorage may sell "Naming and Sponsorship" rights to one or more of the rinks.

Section 4. Ticket Sales

When applicable for spectator Events, The Contractor will be responsible for all aspects of tickets sales for events and activities at the Arenas. The Contractor will be expected to coordinate with users for the handling of ticket sales for each event. Contractor may delegate to users the right and responsibility to coordinate and handle ticket sales for Facility events.

Most ticketing for events at Ben Boeke and Dempsey Anderson Ice Arenas is done by the organization using the facility utilizing roll ticket, i.e. High School Hockey. However, Contractor is responsible for providing box office personnel should it be needed.

Ticketing at the Sullivan Arena will be in accordance with Title 10 – Business Licenses and Regulations subsection 10.45.050 Surcharge on admission charges to events held in George M. Sullivan Sports Arena, as follows

- A. There is hereby imposed upon every person who pays an admission charge to any amusement, entertainment or event held in the George M. Sullivan Sports Arena for which a ticket is sold, a surcharge of \$0.50 on tickets with a sales price of \$10.00 or less, and \$1.00 on tickets with a sales price in excess of \$10.00.
- B. In addition to the surcharge set forth in subsection A above, there is imposed upon every person who pays an admission charge to any event held in George M. Sullivan Arena for which a ticket is sold a fee of \$0.50 on all tickets to said events. These revenues shall be considered revenues of the George M. Sullivan Sports Arena.
- C. Every person receiving an admission charge upon which a surcharge is imposed under this section shall collect the amount of surcharge imposed upon the person paying an admission charge. The surcharge shall be deemed to be held in trust by the person required to collect the surcharge until remitted to the municipality as provided by regulation. The surcharge imposed under this section shall be collected at the time the admission charge is paid.
- D. The director of the office of economic and community development shall, subject to Section 6.30.060, be responsible for carrying out and enforcing the payment, collection and remittance of the surcharge imposed in this section.
- E. All funds collected under subsection A shall be considered miscellaneous revenues of the municipality, and not revenues of the George M. Sullivan Sports Arena.

Section 5. Concessions

The Contractor will be required to provide all concession operations and has exclusive right to do so. Contractor will be required to acquire all necessary concession subcontracts required to carry out the scope of work solicited under RFP 2022P014. The concessions shall be operated in a manner consistent with municipal regulations and public safety. Contractor may enter into subcontracts with concessionaires to provide concession services. Contractor may perform or subcontract the sale of novelties at applicable events. Contractor also has the exclusive right to award all vending machine sales and similar concessions within the Facilities.

Section 6. Alcoholic Beverage Licenses

It is the Contractor's responsibility to ensure all liquor licenses are in place. The liquor license is the responsibility of the Contractor. Contractors may subcontract with vendors that hold the appropriate licenses to engage in the sale of alcoholic beverages within the Facilities.

Section 7. Alcohol Policy

Contractor must implement and enforce an Alcohol Policy to include but not limited to, facility rules, procedures for the sale and consumption of alcohol, preventive measures to reduce underage drinking, patron screening, security, and parking/exit controls.

Contractor shall proactively take measures to mitigate adverse effects of alcohol consumption and driving under the influence of alcohol. Said proactive measures may include but are not limited to education on the dangers and penalties for DUI, voluntary breath analyzer tests, rewards for designated drivers, free coffee, incentives to utilize public transportation, etc.

Alcohol Policy is to be finalized within thirty (30) days of award of Contract and must be approved by the MOA.

Section 8. Maintenance

- A. Revenues generated under the Operations and Management Agreement must help cover the cost of the facility maintenance for the Arenas. Contractor will provide in its budget the amount reflected in accordance with the calculations shown in Appendix B – Cost/Revenue Schedule from its revenues to the MOA no later than thirty (30) days after the end of each quarter to help subsidize the facility maintenance. The Contractor will coordinate as needed with MOA Facility Maintenance for the performance of the maintenance duties specified here on the Attached schedule “A” Maintenance and Repairs Duties for the Facilities and the surrounding grounds, including janitorial services, normal routine upkeep, and preventative maintenance on all building systems. MOA Facility Maintenance will also be responsible for exterior landscaping, heating, mechanical and compressor systems, parking lot sweeping and maintenance, access road maintenance, and snow removal and sanding. No municipal employees will be assigned to work within the facilities except those performing the maintenance and repair duties.
- B. In addition, major maintenance needs will be identified and implemented by the Administrator and MOA’s Facility Maintenance and funded by the capital reserve account to which 5% of gross revenues generated by the Contractor are deposited as defined in Section 14. The MOA shall be financially responsible for capital expenditures, improvements, additions and replacements of the facilities structure and systems.
- C. If and when Ice is installed in the Arena pursuant to the Operating Plan, Contractor will be responsible to make and maintain ice as well as provide for all zammung services as part of facilities operations.

Section 9. Insurance

Contractor shall provide insurance coverage in accordance with the requirements contained in Part I Section 8 of this Contract.

Section 10. Annual Physical Inventory

Contractor will be required to complete and submit no later than December 31st of each year a physical inventory of all MOA-owned property and to implement the tagging and inventory procedures established by the MOA for the tracking of controlled property.

Section 11 Utilities

The MOA will be responsible to pay for the provision of the following utilities to the Sullivan Arena only for the remainder of Fiscal years 2023, 2024 and a portion of Fiscal year 2025: Electric; Natural Gas Fuel; Water and Sewer, Contractor will continue to be responsible for utilities at the Boeke and Dempsey Arenas and will accept responsibility for the afore mentioned utilities at the Sullivan Arena beginning August 1, 2025.

Section 12. Contracts with Major Users of the Facilities

Contractor will be required to negotiate and administer use agreements with any potential principal organizations that use the arena facilities on a recurring, long term basis. Copies of all use agreements shall be provided to the Administrator upon execution. Contractor shall have the exclusive right to determine which groups or Facility users may use space in the Facilities pursuant to leases and or rental agreements for use and occupancy of the space(s) prepared by Contractor or its attorney.

Section 13. Personnel

- A. The Contractor will provide all management staff and other employed or subcontracted personnel required for ticket sales, concession, security, and marketing. Current organization charts will be maintained throughout the duration of the Contract.
- B. Contractor shall implement a drug testing policy, approved by the MOA, for all employees at the Arenas. Said policy shall remain in effect during the entire term of this Contract.

Section 14. Revenues and Accounting

- A. The Contractor will collect all revenues generated from activities at the Arena(s) and place these funds in a separate bank account established for this purpose. To pay its facility operating costs, the Contractor will utilize funds from these collected revenues. The Contractor will implement financial accounting and control in accordance with generally accepted accounting principles. Costs recorded for calculating operating costs against gross revenues for purposes of calculating Contractor's profit sharing will be in accordance with the provisions of the Contract plus any extraordinary expenditure specifically approved in advance by the Administrator.

- B. Revenue collections are expected to be sufficient to support costs of daily operations, however, expense may exceed revenue for certain periods of time.
- C. Contractor will fund and provide an annual audited financial report performed by a certified public accounting firm no later than December 1st following the end of the Contract anniversary. The MOA reserves the right to conduct its own independent audit at any time.
- D. For each year of the Contract term, Contractor shall supply to the Administrator, in a form reasonably acceptable to the Administrator, a performance and payment bond to be negotiated to protect against loss due to the inability or refusal of Contractor to perform under this Contract. Contractor shall provide evidence to the Administrator of its having obtained such bond immediately upon execution of the Contract and no later than thirty (30) days before the beginning of each Contract year thereafter.
- E. The Contractor shall prepare quarterly statements of income and expenses on a cash basis in the format approved by the Administrator and a balance sheet showing assets and liabilities.
- F. Contractor will provide other reports as requested by the Administrator.

Section 15. Capital Reserve Account

- A. A capital reserve account managed by the Administrator has been established for the Arenas to fund major repairs, major maintenance, and replacement of capital equipment and building systems outside of normal expenditures within the operating budget. The Contractor will provide 5% of its Gross Revenues to the for deposit into a separate account managed by the Administrator no later than thirty (30) days after the end of each quarter.
- B. The Contractor will coordinate with the Administrator and MOA's Facility Maintenance on capital project needs to be funded from this reserve account. Under no circumstances does the contractor have authorization to commit Capital Reserve Funds unless approved by the Administrator.

Section 16. Safety

Contractor shall maintain appropriate first aid kits, and AEDs at the facilities for all events and shall ensure that at least one Contractor employee is on duty at all times the facilities are open for public admission who is trained in First Aid treatment and possesses a current "Community CPR and First Aid" certification by the American Red Cross or an equivalent approved by the Municipality.

Section 17. Emergency Plan

Contractor shall prepare/maintain and submit in writing to the Administrator, an up-to-date emergency plan for evacuation of the facilities and care of injured in the event of fire, explosion or other catastrophic event. Plan must list emergency contacts (for emergency support services) and all arena personnel must be trained in implementation of the plan.

Section 18. Control of Property

- A. Contractor shall control and account for all property belonging to the Municipality of Anchorage and shall maintain a current inventory of property at the Arenas. Said inventory shall be submitted in writing to Administrator no later than May 1st annually. Additionally, Contractor shall be required to perform a yearly physical inventory of all Municipal-owned property and to implement the tagging and inventory procedures established by the Municipality for the tracking of controlled property. Contractor shall be provided a copy of the current inventory of Property prior to commencing its services.
- B. Contractor shall whenever practicable use and share MOA equipment, information, and other resources with the Arenas.
- C. Contractor shall not alter or make any permanent changes to the arenas interior, exterior, physical mechanical, or electrical system without prior written approval from the Administrator.

Section 19. Parking Control Policy

Contractor shall furnish all personnel to provide parking control and assistance during events at the Arenas. This function may be subcontracted to a third party upon submission to, and receipt of approval from the Administrator. Events and or usage of the Sullivan Arena which involves usage of only a portion of the Arenas, or a non-exclusive use of the Arena will not require a parking plan and may rely upon open first come first serve usage of the parking area.

Contractor shall prepare and submit to Anchorage for approval a written parking policy for parking lot use and scheduling. Proposal shall include but is not limited to:

- Parking fees as specified for identified Arena Events
- Relationship with Ben Boeke and Anchorage School District and Mulcahy Park
- Special events
- Traffic Control

Said policy should be finalized within thirty days of award of Contract.

Section 20. Operating Principles

- A. Overall management responsibility for the Arenas has been delegated to the Office of the Municipal Manager. The Municipal Manager or designee will have responsibility for the administration of the contracts. Operations for each Arena must not conflict with the MOA Administration's policies or mandates that may affect MOA owned facilities.
- B. It is the goal of the MOA that operation and management of the Arenas will generate sufficient revenues to ensure that all operating and maintenance costs are borne directly by users of the facility through building user fees plus consumer revenues such as concession sales. Contractor will be expected to propose, within 30 days of Contract award, and implement, upon approval of Administrator, innovative strategies to operate profitable facilities.

Section 21. Facilities Descriptions**Ben Boeke Ice Arena**

This 50,600 square foot structural steel and concrete block facility contains two regulation-sized indoor refrigerated-sheets of ice. Rink #1 (85' x 200') provides seating for approximately 688 spectators with a standing capacity of an additional 312 spectators. Rink #2 (85' x 200') provides seating for approximately 250 spectators. In addition to the required mechanical and maintenance room and public toilet facilities, the following spaces are also included:

- One upstairs concession room
- Six dedicated team changing rooms
- Skate changing and subcontracted vending machine area
- Office/first aid and skate rental room
- Upstairs conference room area

The site, located at 534 East 16th Avenue, is adjacent to the Mulchay Sports Complex and the Sullivan Arena.

Dempsey Anderson Ice Arena

This 58,200 square foot structural steel concrete block facility contains two regulation-sized refrigerated indoor ice rinks (85' x 200') with seating provisions for approximately 250 spectators. In addition, there is a third non-refrigerated reduced size outdoor ice rink. This facility also contains the following spaces:

- One concession room with all concession equipment
- Eight team changing rooms
- Two officials' locker rooms
- Skate changing area with subcontracted vending machines

- General office area (shares as a first aid room)
- Four public restroom areas
- Two mechanical, two refrigeration, two ice resurfacers rooms and interior storage areas

The site is located at 1741 West Northern Lights Boulevard and is one block west of Minnesota Drive. It is paved parking for approximately 100 vehicles.

George M. Sullivan Arena

The George M. Sullivan Arena is a 101,000 square foot structural steel and concrete facility containing an Olympic-size ice rink (100' x 200') with seating provisions for up to 9,000 spectators. The site address is 1600 Gambell Boulevard in Anchorage, Alaska. There is paved parking, shared between Sullivan Arena and Ben Boeke Ice Arena, for approximately 1,600 vehicles. In addition to numerous mechanical and maintenance rooms and public restroom facilities, the following spaces are also included within the confines of the building (subject to be updated):

- One VIP dressing room and lounge
- Two box offices
- Two public lounge areas
- Three dual locker rooms with showers
- One business office area with 12 separate offices
- One press room
- One employee lounge
- Two employee bathrooms
- Two concourses with expansions
- One scoreboard control room
- Five separate concession areas (permanent)
- Four separate concession stands (portable)
- One public and one team first aid/training room
- One lighting and sound room
- One shared Storage shed with Ben Boeke Arena

The following major building equipment is also located either inside the arena or in the adjacent exterior storage area:

- Spare concession equipment
- Folding tables and chairs
- A removable basketball floor with two sets of professional standards
- 16 recreational basketball standards
- Public address sound system
- Mobile stage platform components

- Sound system computer
- Insulated floor cover
- Two forklifts
- Portable staging
- Two Ice resurfacers (old)
- Mini front-end loader
- Chain hoist motors
- Eight follow spotlights
- Hockey dasher boards
- One General Electric lighting computer
- Portable crowd control barriers
- One person man-lift
- Flatbed cargo truck
- Scoreboard and two exterior electronic reader boards (not in working order)
- Ice Edger
- SICO Staging
- Portable Turf field

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**Attachment A
Maintenance and Repairs Duties for the Boeke and Dempsey Facilities**

	Contractor	MOA
Building Exterior	<ul style="list-style-type: none"> Snow Removal Parking & Sidewalk Sanding of Parking & Walks Landscape & Litter 	<ul style="list-style-type: none"> Paving Repair Exterior Graffiti removal, & paint Sewer & Drain, Unclog & Clean Exterior Lights, bulbs & Lamps
Building Interior, Repair	<ul style="list-style-type: none"> Scoreboard R & M Seating & Bleachers repairs Telecom Equipment Install Repair 	<ul style="list-style-type: none"> Plumbing Fixture & Pipe Repair & replace Doors and Windows, Repair & Replace Lock Sets & keys Replace Floor Coverings as required Heat Vent Air Refrigeration Maintenance & Repair Replace Electric Bulbs & Fixtures Sprinkler, Repair & Maint. Security System Repair Roof & Structure R & M
Janitorial & Cleaning	<ul style="list-style-type: none"> Spot and Incidental cleaning to maintain safe and attractive venue Dispose of Trash Trash Haul by Subcontractor Daily scheduled Janitorial including: Clean Floors & Walls of Common Areas Clean Restrooms & all interior bldg. spaces Cleaning bleachers & Seating's Clean Locker rooms 	
Equipment	<ul style="list-style-type: none"> Monitor & Log Air, Vent & Heat Monitor & Log Refer System Cleaning & Maintenance F & B Equip. Maintain & Repair, Glass & Boards Maintain Zams, Oil Lubes etc. "Zam" ice as required by Skating Operate & Maintain Blade Sharpener Install & Remove Ice Repair Zams, Engines & Hydraulics 	<ul style="list-style-type: none"> Refrigeration Oil, lubes parts HVAC, Filters, lubes, parts Electric Bulbs/Lamps Exterior Paints & Brushes

**Building
Supplies**

Lubes & Oils Zamboni's
Mops & Brooms
Propane fuel for Zamboni
Ice Making Supplies & Markings
Advertising & Graphics
Clerical & Office Supply
Cleaners, disinfectants all surfaces & fixtures
Toilet Paper, paper towels garbage bags

Interior Paints & Brushes

Goods for Sale/Resale

Vend Machines, by Subcontractor
Concessions F & B, by Subcontractor

**Attachment B
Maintenance and Repairs Duties for the Sullivan Arena**

Contractor	MOA
Exterior Building Repair & Maintenance	
Snow Removal Parking & Sidewalk	Paving Repair & Maintenance Exterior & Parking Lot Lights, bulbs & Lamps As a result of ordinary depreciation, Plumbing Fixtures & Pipe Repair & Replace
Sanding of Parking & Walks Landscape & Litter Sewer & Drain, Unclog Door locks, cores and Keys	Per the Annual Operating Plan, Capital Improvement
Interior Building Repair & Maintenance	
Door locks, cores and Keys	Ongoing Periodic Maintenance and Repair Major repair or Replacements, Capital Reserve Account Ongoing Periodic Maintenance and Repair Major repair or Replacements, Capital Reserve Account
	Heat, Vent & Air
Scoreboard, PA Systems R & M	Sprinklers, Fire Protection & Alarms Roofing and All Structural Elements
Ice Rink Refrigeration System Maintenance	Ice Rink Refrigeration System Elevators, Stairs & Walkways
III. Operating Costs	
	Natural Gas Fuel and all Electric
	As per Contract Appendix A Section 11 As per Contract Appendix A Section 11
	Sewer & Water

Design layout & Install MOA Owned turf and wood floors
Install MOA Owned Basketball standards & other equipment.
Provide all operating labor, Management & Marketing
Supervision & cleaning of Recreation venues as required
Janitorial & Cleaning after initial MOA cleaning
Cleaning supplies and consumables
Trash Disposal & Refuse service
Insurance as Required
Maintain Security System
Arrange for & provide telecom & internet as required.

Janitorial & Cleaning

Spot Cleaning and Trash Removal to Maintain Safe and Attractive Venue
Dispose of Trash
Trash Haul by Subcontractor
Daily Scheduled Janitorial including:
Clean Floors & Walls of Common Areas
Clean Restrooms & all interior bldg. spaces
Cleaning bleachers & Seating's
Clean Locker rooms

Equipment

Cleaning & Maintenance F & B Equip.
Maintain & Repair, Glass & Boards
Maintain Zams, Oil Lubes etc.
"Zam" ice as required by Skating
Install & Remove Ice
Repair Zams, Engines & Hydraulics

Building Supplies

Mops & Brooms
Propane Fuel for Zamboni
Ice Making Supplies & Markings
Advertising & Graphics
Clerical & Office Supply
Cleaners, Disinfectants all Surfaces & Fixtures

Toilet Paper, Paper Towels Garbage
Bags
Interior Paints & Brushes

Goods for Sale/Resale

Vend Machines, by Subcontractor
Concessions F & B, by Subcontractor

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Attachment C
Parking Control Policy

Contractor will propose a Parking Control Policy for Arenas, no later than October 15, 2023.
The parties will mutually agree on said policy no later than October 15, 2023.

Appendix B
Cost/Revenue Schedule
Facility - Ben Boeke Revenue Projection Worksheet

	<u>Y1</u>	<u>Y2</u>	<u>Y3</u>	<u>Y4</u>	<u>Y5</u>	<u>TOTAL</u>
Business Plan Gross Revenue Projection	\$680,625	\$759,668	\$805,248	\$865,641	\$930,564	\$4,041,746
Proposed Management Fees	\$15,000	\$15,000	\$15,000	\$16,250	\$17,500	\$78,750
Less MOA's Facility Maintenance Cost (*estimate provided by MOA based on an historical average)	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000
Less Proposed Capital Reserve Contribution (% of Gross Revenues)	5%	5%	5%	5%	5%	
<i>Less Capital Reserve Contribution Calculated \$ Amount</i>	\$34,031	\$37,983	\$40,262	\$43,282	\$46,528	\$202,087
Less All Other Anticipated Operating Expenses (includes Utility Costs)	\$498,193	\$580,937	\$615,793	\$655,820	\$698,448	\$3,049,191
Subtotal Before Incentives	\$73,401	\$65,748	\$74,193	\$90,289	\$108,088	\$411,718

Contractor Incentive (Does not apply until revenue exceeds costs)						
% of Contractor Incentive Fee (If Subtotal is positive)	50%	50%	50%	50%	50%	
\$ Amount of Contractor Incentive (If Subtotal is positive)	\$36,700	\$32,874	\$37,096	\$45,144	\$54,044	\$205,859
TOTAL NET REVENUE TO CONTRACTOR (Mgmt fee plus Incentive)	\$51,700	\$47,874	\$52,096	\$61,394	\$71,544	\$284,609

MOA Income/Cost

% of Net Income to MOA (If Subtotal is positive)	50%	50%	50%	50%	50%	
\$ Amount Net Income to MOA (If Subtotal is positive)	\$36,700	\$32,874	\$37,096	\$45,144	\$54,044	\$205,859
TOTAL NET REVENUE (or Cost if negative) TO MOA	\$70,732	\$70,857	\$77,359	\$88,427	\$100,572	\$ 407,946

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Cost/Revenue Schedule
Facility - Dempsey Anderson Revenue Projection Worksheet

	<u>Y1</u>	<u>Y2</u>	<u>Y3</u>	<u>Y4</u>	<u>Y5</u>	<u>TOTAL</u>
Business Plan Gross Revenue Projection	\$831,875	\$928,483	\$984,191	\$1,058,006	\$1,137,356	\$4,939,911
Proposed Management Fees	\$15,000	\$15,000	\$15,000	\$16,250	\$17,500	\$78,750
Less MOA's Facility Maintenance Cost (*estimate provided by MOA based on an historical average)	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000
Less Proposed Capital Reserve Contribution (% of Gross Revenues)	5%	5%	5%	5%	5%	
<i>Less Capital Reserve Contribution Calculated \$ Amount</i>	\$41,594	\$46,424	\$49,210	\$52,900	\$56,868	\$246,996
Less All Other Anticipated Operating Expenses (includes Utility Costs)	\$635,570	\$672,534	\$706,161	\$741,469	\$778,542	\$3,534,276
Subtotal Before Incentives	\$79,711	\$134,525	\$153,820	\$187,387	\$224,446	\$779,889

Contractor Incentive						
% of Contractor Incentive Fee (If Subtotal is positive)	50%	50%	50%	50%	50%	
\$ Amount of Contractor Incentive (If Subtotal is positive)	\$39,856	\$67,262	\$76,910	\$ 93,693	\$112,223	\$389,945
TOTAL NET INCOME TO CONTRACTOR (Mgmt fee plus Incentive)	\$54,856	\$82,262	\$91,910	\$109,943	\$129,723	\$468,695

MOA Income/Cost

% of Net Income to MOA (If Subtotal is positive)	50%	50%	50%	50%	50%	
<i>\$ Amount Net Income to MOA (If Subtotal is positive)</i>	\$39,856	\$67,262	\$76,910	\$ 93,693	\$112,223	\$389,945
TOTAL NET INCOME TO MOA	\$81,449	\$113,687	\$126,120	\$146,594	\$169,091	\$636,940

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Cost/Revenue Schedule
Facility – George M Sullivan Revenue Projection Worksheet

	<u>Y1</u>	<u>Y2</u>	<u>Y3</u>	<u>Y4</u>	<u>Y5</u>	<u>TOTAL</u>
*Gross Revenue Projection	\$460,000	\$475,318	\$491,146	\$507,501	\$524,401	\$2,458,366
Less Proposed Management Fees	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000
Less MOA's Facility Maintenance Cost Contribution (*estimate)	N/A	N/A	\$ -	\$ -	\$ -	\$ -
Less Proposed Capital Reserve Contribution (% of Gross Revenues)	0%	5%	5%	5%	5%	
<i>Less Capital Reserve Contribution Calculated \$ Amount</i>	\$ -	\$23,766	\$24,557	\$25,375	\$26,220	\$99,918
Less All Other Anticipated Operating Expenses (Est annual expenses less Mgmt fees and cap reserve contribution)	\$309,500	\$319,806	\$330,456	\$341,460	\$352,831	\$1,654,053
Subtotal Before Incentives	\$120,500	\$101,746	\$106,133	\$110,666	\$115,350	\$554,395
Contractor Incentive (Does not apply until revenue exceeds costs)						
% of Contractor Incentive Fee (If Subtotal is positive)	50%	50%	50%	50%	50%	

<i>\$ Amount of Contractor Incentive (If Subtotal is positive)</i>	\$60,250	\$50,873	\$53,066	\$55,333	\$57,675	\$277,198
TOTAL NET REVENUE TO CONTRACTOR (Mgmt Fee plus Incentive)	\$ 90,250	\$ 80,873	\$ 83,066	\$ 85,333	\$ 87,675	\$ 427,198
MOA Income/Cost						
% of Net Income to MOA (If Subtotal is positive)	50%	50%	50%	50%	50%	
<i>\$ Amount Net Income to MOA (If Subtotal is positive)</i>	\$ 60,250	\$ 50,873	\$ 53,066	\$ 55,333	\$ 57,675	\$ 277,198
TOTAL NET REVENUE (or Cost if negative) TO MOA (Cap Reserve plus Net Income)	\$ 60,250	\$ 74,639	\$ 77,624	\$ 80,708	\$ 83,895	\$ 377,116

*Footnote: To be specified in the Annual Operating Plan

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**Appendix C
Inventory**

Ben Boeke Ice Arena Asset Inventory						
Tag Number	Description	Manufacturer	Model	Serial ID	Sum Cost	Physical Location
2282	Trophy Case, custom-made, wood				150.00	Boeke
5147	Cash Register	Royal	8150	5019845	250.00	Boeke
20971	Amplifier (mixer)	Altec	1599a		400.00	Boeke
23998	Table, Conference round	Magna Design			100.00	Boeke
24005	Filing cabinet, 4 drawers	Hon			150.00	Boeke
24006	Filing cabinet, 4 drawers	HON			150.00	Boeke
24007	Filing cabinet, 5 drawers	HON			150.00	Boeke
24008	Filing cabinet, 4 drawers	HON			150.00	Boeke
24009	Filing cabinet, 4 drawers	HON			150.00	Boeke
24026	Cabinet, Altec w4 amps and 1 monitor	Altec	1594b		865.00	Boeke
29068	Tuner AM/FM	Altec	245A		250.00	Boeke
29069	Mixer Amplifier	Altec	1592b		1,080.00	Boeke
29070	Mixer Amplifier	Altec	1592b		500.00	Boeke
29072	Mixer Amplifier	Altec	1589b		500.00	Boeke
29073	Switching Panel	Altec	1555a		140.00	Boeke
29074	Tuner AM/FM	Altec	245A		250.00	Boeke
29075	Power Distribution Panel	Altec	1554a		160.00	Boeke
33846	Bun Warmer	Wells	56	tr17615	100.00	Boeke
33941	Vacuum Cleaner, upright	Sears	#39372		250.00	Boeke
33951	Ice Edger	Brigs & Stratton	130902	87050507	1,500.00	Boeke
33986	Battery Charger for floor scrubber	Clark	1700b	ok0102	3,000.00	Boeke
35003	Drill	Hilti	te15	06-00266286	696.00	Boeke
35007	Saw, pro	Skil	#77	he860397	130.00	Boeke
35021	Quad video compressor/multiplexor	QDM101	BQ500	36052800013	550.00	Boeke

35022	12" black and white monitor	sony	SSM125	1005106	260.00	Boeke
35023	Camera, corner mount		CVC105CM	3987135	250.00	Boeke
35024	camera, square mount		CVC855m	9700326011	240.00	Boeke
35025	camera, in-well		CVC751W	9853041	240.00	Boeke
35027	Camera, trimline	Trimline	CVC300	98030276	210.00	Boeke
35028	Camera, smoke detector			98041043	210.00	Boeke
35029	Camera, smoke detector			98041047	210.00	Boeke
35030	Camera, video compact, b/w	Baretta	P12201	h303830027	325.00	Boeke
35031	Lens, 12mm	Baretta	VFL		130.00	Boeke
35036	Ice Maker	Manitowac	400	159	2,500.00	Boeke
50144	Computer tabvvle, grey, 3 drawers (from ATU)				100.00	Boeke
50146	Freon Detector, handheld	Leak Seeker	L-790a		200.00	Boeke
50480	Welder (arc)	Century	#230	655016	180.00	Boeke
50483	Ladder, aluminum 16'	Keller			110.00	Boeke
50484	Drill 1/2"	Milwaukee	C11J	532812901	130.00	Boeke
50495	Vacuum, wet/dry 1.25hp	Genie	300pc		100.00	Boeke
50500	Sander/Grinder	Milwaukee	6140	06c4	130.00	Boeke
50501	Ladder, 12'	Keller	872		180.00	Boeke
50600	Drill Press 13"	Dayton	32993c	9511	230.00	Boeke
50601	Multimeter, Fluke 29 Series II	Fluke	29 - Series II	65870965	150.00	Boeke
50602	Drill, cordless 9.6v	Makita	609sd	2598247a	120.00	Boeke
50607	Wrench, impact, 1/2", #6j13	Black & Decker	6513	10563	120.00	Boeke
213018	Cable Belt Sander			602187a4002	203.00	Boeke
231504	JBL EON 15" Speakers				7,476.48	Boeke
231505	Emergency Generator				53,011.18	Boeke
231506	Endura Tiling				33,950.00	Boeke
231507	Hot Water Boiler				48,553.00	Boeke
231508	Hot Water Heater				33,150.00	Boeke
231509	Endura Tiling				4,299.00	Boeke
231510	Rooftop Heating Unit				22,878.00	Boeke
231512	Floor Scrubber				2,850.00	Boeke
231514	Chiller				103,957.00	Boeke
231516	Endura Tiling				10,170.00	Boeke

231518	Endura Floor Matting Rink 2				14,232.00	Boeke
231519	Ice Skates - Rental (228 pairs)	Damschroeder			9,120.00	Boeke
231520	Scaffolding Upright				5,000.00	Boeke
231521	Telephone System w/4 Phones	Meridian			3,000.00	Boeke
00206326	SG36D2 Rideable Floor Scrubber			1000107240	13,893.00	Boeke
00221000	Chest freezer			734942	299.00	Boeke
00221001	Circular saw			640974	134.00	Boeke
00221002	Reciprocating saw			97677	183.00	Boeke
00221003	Floor scrubber			10016	4,795.00	Boeke
00221004	Floor scrubber			10063	4,795.00	Boeke
35054	Ice resurfacers	Zamboni	#500	7117	50,000.00	Boeke
911001	SCOREBOARD - RINK #2	NEVCO	4007		5,143.00	Boeke
BOEKE	Freon System				276,995.00	Boeke
N425183	Refrigerator, 14.9 cu/ft	Westinghouse	RTC15002	BA8380514	800.00	Boeke
N430129	Fax machine	Panasonic	kx7p121	729s	100.00	Boeke
N430130	HP Printer	HP	Laser Jet 100		100.00	Boeke
R003730	ICE RESURFACER	ZAMBONI	500	5160	50,000.00	Boeke
R003734	SAFE NIGHT DROP DOUBLE DOOR	AMSEC	JJ		1,000.00	Boeke
R003735	BLADE SHARPENER	MICHIGAN KNIFE		460	8,000.00	Boeke
R003736	ICE RESURFACER ZAMBONI	ZAMBONI	500	3340	34,189.00	Boeke
R006639	Scoreboard, Rink 2, icludes MPC3 controller	Nevco	4407	54641	5,000.00	Boeke
R006640	Scoreborad Rink #1	Nevco		47934.00	5,000.00	Boeke
R006641	Altec Speaker Sys Rink #2	Altec			3,765.00	Boeke
R006642	Altec Speaker Sys Rink #1	Altec			15,000.00	Boeke
R006644	Nevco Scoreboard	Nevco	4550.00	80228	6,800.00	Boeke
R006645	Nortel Telephone Sys	Nortel			3,000.00	Boeke
R006665	FORKLIFT TRUCK	KOMATSU	FG25HTLP- 12	51446DA	18,500.00	Boeke
R006666	WELDER #250X	MILLER MATIC	250X (903769)	LA046161	2,500.00	Boeke
R006667	RECEPTION DESK AND WORK STA	HON	Modular	0.00	16,000.00	Boeke
R009298	Computer	Compaq	Presario	mxk326	1,200.00	Boeke

R6640	Scoreboard, Rink #1 w/MPC3	Nevco	4007	47934	5,000.00	Boeke
R6642	Speakers, hanging double bo	Altec Lansing			15,000.00	Boeke
5003	Hot Dog Cooker	Glenray	56	41154	300.00	Concessions
33843	Freezer	Silver King			1,200.00	Concessions
2281	Freezer, Chest, 18 cu/ft	Sears			1,000.00	Storage
50496	Freezer, Chest, 18 cu/ft	Whirlpool			1,000.00	Storage
R006385	ICE EDGER/SULLIVAN	THOMPSON	T18	435.00	1,750.00	Sullivan
24015	Video Camera Selector	Sony	VCS-320		100.00	

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Dempsey Anderson Ice Arena Asset Inventory						
Tag Number	Description	Manufacturer	Model	Serial ID	Sum Cost	Physical Location
29200	Desk	Steelcase			200.00	Anderson
29203	File Cabinet, black, 4 drawers	Hon			150.00	Anderson
29223	Toolbox	Craftsman		64518	150.00	Anderson
29224	Toolbox	Craftsman		65434	200.00	Anderson
29226	Ice Edger	Resurface Corp.	edger3		1,500.00	Anderson
29229	Lawn Mower	Scotts	22815x8a	7628814005x00200	300.00	Anderson
33938	32' Ladder	Wernner			350.00	Anderson
45001	Sound System, amp, P/A	Stranton Electronics	5000	68337	50,000.00	Anderson
45002	Auto Battery Charger	Solar	360	738530	140.00	Anderson
45006	AM/FM Stereo Tuner	Kenwood	kt-460		125.00	Anderson
45007	Desk				150.00	Anderson
45008	Microphone	Altec	d658		200.00	Anderson
45009	Microphone	Audio Technica	at813r		200.00	Anderson
45010	Microphone	Audio Technica	at813r		200.00	Anderson
45011	Microphone	Audio Technica	at813r		200.00	Anderson
45012	Step Ladder 8'	Keller	878		138.00	Anderson
45013	Ladder, fiberglass, 20' extension	Keller	5120		198.00	Anderson
45021	Scoreboard DA2	Nevco	4507	82873	7,000.00	Anderson
50140	Snow Blower	Sears		5360882602	950.00	Anderson
50491	Freon Leak Sensor	CPS Products	L-790A		179.00	Anderson
50492	Circular saw	Skil	77/71/4	hd760014	145.00	Anderson
50603	Super Sawzall	Milwaukee	6528	775a394360062	200.00	Anderson
206104	Office Chair				249.00	Anderson
213019	Belt Sander	Makita	9910	387112g	109.00	Anderson
231511	Rooftop Condenser Unit				396,095.00	Anderson

231515	Figure Skate Harness				2,242.00	Anderson
231517	Dempsey Rink 1 Dehumidifier				87,248.00	Anderson
231522	Ice hockey goals (4 sets)				2,000.00	Anderson
231523	Telephone System w/3 Phones	Nortel	nt4x40		3,000.00	Anderson
N425184	Air Compressor	SpeedAire	4b216a	LG/5/96-09918	269.00	Anderson
N425185	Grinder	Dewalt	DW402	353145	103.97	Anderson
N425190	Vacuum cleaner	Hoover	u4263- 930	49400234165	200.00	Anderson
R003365	Floor Scrubber	Advance machine Co.	391007	536912		Anderson
R006384	Zamboni	Zamboni	500	6515	60,000.00	Anderson
R3731	Ice resurfacers	Zamboni	HDB		50,000.00	Anderson

Sullivan Arena Asset Inventory			
Asset	Inventory number	Description	Additional description
160000001664	221018	16 Channel triplex DVR-16NT	Computer H
160000004495	SA 5117	6010H Dual CPU	6010H Dual CPU
160000004496	SA 5118	6010H Dual CPU	6010H Dual CPU
160000000279	SULLIVAN	COMPAQ 7000US CPU	CMPQ 7000U
160000004470	44730	Computer	Computer
160000004548	R000793	COMPUTER SERVER	COMPUTER SERVER
160000000000	R000795	COMPUTER SYSTEM	COMPUTER SYSTEM
160000004551	R003458	GATEWAY COMPUTER	COMPUTER
160000000278	SULLIVAN	HP Laptop Computer	HP Laptop
160000004492	R3457	HP LaserJet Printer	HP LaserJet Printer
160000004553	R003462	HP PRINTER	PRINTER
160000004528	R0769	Lighting Computer, GE	Lighting C
160000004493	R5560	Monitor	Monitor
160000004490	R3449	Printer	Printer
160000000276	SULLIVAN	Time & Attendance System	Time & Attendance System
160000000277	SULLIVAN	Time & Attendance System	Time & Attendance System
160000004482	R005560	ViewSonic Monitor 21"	ViewSonic Monitor
160000001269	221027	Whitebox PC tower	Computer H
160000001270	221029	Whitebox PC tower	Computer H
161000000475	0	TEAMVIEWER FOR SULLIVAN ARENA	TEAMVIEWER FOR SULLIVAN ARENA
150000000212	SULLIVAN	4 Steel Stairs for Floor Acces	4 Steel Stairs
150000002203	R3581	AD Duo Quad Camera Switcher	AD Duo Quad Camera
150000002207	R5804	Basketball Standards w/Glass	Basketball Standards
150000002209	R5805	Basketball Standards w/Glass	Basketball Standards
150000002510	R003489	BOBCAT	BOBCAT
150000000026	R008397	Complete Subfloor Set	Complete Subfloor
150000002327	841024	DISTRIBUTION CABLE & CONNECTION	DISTRIBUTION CABLE
150000002325	R009288	Distro cable & connectors	Distro cable
150000002241	88017000	ELECTRICAL DISTRIBUTION	ELECTRICAL DISTRIB
150000002524	R000794	ELECTRONIC SIGN CONTROL UNIT &	ELECTRONIC SIGN CONTROL
150000001267	206326	Floor Scrubber - Rideable	Floor Scrubber
150000000011	R003497	FORKLIFT	FORKLIFT
150000000012	R003498	FORKLIFT	FORKLIFT
150000002296	R6665	Forklift	Forklift
150000002539	R003490	GENIE LIFT	GENIE LIFT
150000002540	R009287	GENIE LIFT	GENIE LIFT
150000000321	SULLIVAN	Hearing Assistance System	Hearing System
150000002405	R006374	HOSHIZAKI ICE CUBE MACHINE	Ice Cube Machine
150000002204	R6374	ICE CUBE MACHINE	ICE CUBE MACHINE
150000002198	R008278	ICE MACHINE	ICE MACHINE

150000002200	R008279	ICE MACHINE	ICE MACHINE
150000002201	R008280	ICE MACHINE	ICE MACHINE
150000002547	R0795	Mark 400	Mark 400
150000002321	R003448	MIXER AUDIO	MIXER AUDIO
150000000214	SULLIVAN	New Holland LS180 Skid Loader	Skid loader
150000000215	SULLIVAN	Outdoor Message Sign	Outdoor Message Sign
150000002490	R006638	Phone System	Phone System
150000000104	205830	Portable Basketball Floor	Basketball Floor
150000002206	R008395	PORTABLE STRUCTURE	PORTABLE STRUCTURE
150000000315	SULLIVAN	PVI Water Heater	PVI Water Heater
150000000029	R3456	SAFE	SAFE
150000002239	88016000	SCOREBOARD	SCOREBOARD
150000000033	R000791	SCOREBOARD CONSOLE	SCOREBOARD CONSOLE
150000000034	R000792	SCOREBOARD CONSOLE	SCOREBOARD CONSOLE
150000000217	SULLIVAN	Scoreboard Improvements	Scoreboard
150000001088	205834	Solar Arrowboard	SOLAR ARRO
150000001089	205835	Solar Arrowboard	SOLAR ARRO
150000001090	205837	Solar Arrowboard	SOLAR ARRO
150000000016	R003773	SPOTLIGHT	SPOTLIGHT
150000000017	R003774	SPOTLIGHT	SPOTLIGHT
150000000018	R003775	SPOTLIGHT	SPOTLIGHT
150000000019	R003776	SPOTLIGHT	SPOTLIGHT
150000000020	R003777	SPOTLIGHT	SPOTLIGHT
150000000022	R003778	SPOTLIGHT	SPOTLIGHT
150000000024	R008396	Stage Pieces (54)	Stage Pieces
150000001472	0	SULLIVAN ARENA SCOREBOARD IMPR	SULLIVAN ARENA SCOREBOARD IMPR
150000000013	R003581	SURVEILLANCE SYSTEM	SURVEILLANCE SYS
150000002243	88019000	TELEPHONE SYSTEM(OMEGA)	TELEPHONE
150000002238	88015000	TENNIS FLOOR	TENNIS FLOOR
150000000027	R009281	WALK IN COOLER	WALK IN COOLER
150000000028	R009282	WALK IN FREEZER	WALK IN FREEZER
150000000318	SULLIVAN	Water Heater	Water Heater
150000000320	SULLIVAN	WI Cooler Unit	WI Cooler
150000002548	R3463	XEROX COPIER	XEROX COPIER
150000000791	SULLIVAN	Zamboni 540	Ice Resurfacer
150000000057	R003731	ZAMBONI HDB ICE RESURFACER	ZAMBONI, H
150000002409	R006384	ZAMBONI MODEL 500/DEMP	ZAMBONI ICE RESURFACER

Appendix D
Municipality of Anchorage Ice Allocation Policy
MUNICIPALITY OF ANCHORAGE

Ice Time Allocation Policy for Municipal Rinks

Ice Rink Management will send out an announcement when it is accepting applications for ice time requests not later than February 1st. These announcements will be sent to all existing user organizations and others who request the information.

Organizations requesting ice time for indoor ice MUST submit their applications to Ice Rink Management no later than the date specified in the announcement (normally May 1st).

Once all application requests have been received, Ice Rink Management will allocate the indoor ice using the following procedures:

I. Ice related Programs that are for the benefit of the general public will be scheduled first. These include: public skating, Learn-to-Skate programs, ice dancing, High School Hockey Competition, in-house figure skating and other ice-related community programs. Tournaments will be scheduled next. All tournaments must be included in the respective Association's ice request; tournaments not included in the request DO NOT have placeholder status in the ice scheduling process.

Tournament (Host)	Dates
Termination Dust (North Stars)	Approx. 1 st weekend in October (before High School Hockey Starts)
Termination Dust (North Stars)	Approx. 2 nd weekend in October
Turkey Shootout (AHA)	Thanksgiving weekend
Toys for Tots (Mighty Moose)	Approx. 1 st weekend in December
North Star Holiday (North Stars)	Approx. 2 nd weekend in December
Polar Bear (Alaska All Stars)	Martin Luther King weekend
Polar Bear Jamboree (Alaska All Stars)	Martin Luther King weekend
City Tournament (AHA)	Approx. 1 st weekend in February
Cabin Fever (Mighty Moose)	Approx. 2 nd weekend in February
President's Day (AHA)	Approx. 2 nd weekend in February

Tournament (Host)	Dates
President’s Day (AHA)	Approx. 3 rd weekend in February
ASHA Tournament	TBD
ASD/ASAA Tournaments	TBD
Ponytail	TBD
Frozen Cup	TBD

II. **Major User Categories** include youth and girl’s hockey, disabled, adult hockey, and figure skating. See Addendum A.

A. Youth, Girls’ and Disabled Hockey – See Addendum A

Time Frame: Monday through Friday, 6 a.m. to 8 a.m., and 4:30 p.m. to 8:30 p.m. Saturday and Sunday, 6 a.m. to 8:30 p.m.

[NOTE: The 6 a.m. to 8 a.m. ice on Monday through Friday will not be included in an original ice allocation but shall continue to be made available first to Youth Hockey users on a first come-first served basis.]

The seasonal ice allocations are effective September 1 – March 31. Allocation of indoor ice time among the organizations comprising the youth hockey Major User Category (Addendum A) will be made as follows:

1. Every organization shall request an allocation for each team for which it is requesting ice, identifying each team as either Recreational or Competitive, based on the Rules and Guidelines of USA Hockey and the Alaska State Hockey Association (ASHA), and subject to changes in those rules.

(a) **Recreational** – Youth and girls teams registered with USA Hockey that practice and play internal or “house” level hockey, and do not have a National Championship available to them. The number of recreational teams shall be limited to the number set out in Addendum A to this policy. Any growth in recreational hockey shall first be prioritized to girls’ teams, followed by youth teams.

(b) **Competitive** – There are two categories of competitive teams:

(i) Youth and girls’ teams registered with USA Hockey which practice and play competitive level hockey leading to a National Championship in their age division. The age divisions are as follows:

Youth	Eighteen (18) or under	(Tier I and Tier II)
	Sixteen (16) or under	(Tier I and Tier II)
	Fifteen (15)	(Tier I)

	Fourteen (14) or under	(Tier I and Tier II)
Girls	Nineteen (19) or under	(Tier I and Tier II)
	Sixteen (16) or under	(Tier I and Tier II)
	Fourteen (14) or under	(Tier I and Tier II)

(ii) In addition, the Alaska State Hockey Association shall determine under their policies and guidelines the allowable number of competitive teams for each organization at the Youth Twelve (12) and under, and competitive teams at the Ten (10) and under level for Youth and Girls. Currently, at the Youth level there are only two (2) teams allowed per association at the youth competitive level, but that maximum number of teams may change from time to time upon ASHA Board action

(iii) The number of competitive teams shall be limited to the number set out in Addendum A to this policy for the year governing the ice allocations, and each program must annually provide their anticipated number of team for the upcoming season by no later than May 1st. The number of girls' competitive teams shall be allowed to increase according to demand, unless and until they reach parity with the youth teams.

2. Ice Time allocations to youth and girls' hockey teams which are recreational shall not be less than twenty (20) hours per team provided, however, that the current availability of other third-party ice (e.g., UAA, Dimond Ice Chalet, O'Malley Sports Center, Sullivan Arena) does not change. Competitive teams are entitled to an allocation of sixty-five (65) hours.

3. All youth and girls' hockey organizations will be required to file a team registration in accordance with ASHA and USA Hockey regulations for each competitive team no later than September 15 of each season and for recreational teams by October 15 of each season. Ice returned by a competitive team unable to fill the roster requirements shall be reallocated to all competitive teams; ice returned by recreational teams not able to fulfill the roster requirements shall be reallocated to recreational teams. A player will only be counted on one team registration, even if he/she is listed on more than one roster. Ice Rink Management shall contact an organization's representative regarding any questions about these rosters and grant at least one week in which to make corrections or additions. Organizations having to return ice in any given year because of a lack of players to fill the roster requirements, are free to reapply for that ice in subsequent years. The Alaska State Hockey Association shall determine under their policies and guidelines the required, or limits to, for team sizes at all levels as well as those under the Challenge Alaska Programs. The current minimum requirements are 15 players for 14 and up, 12 players for U12 and U10, and 10 players for U8. The Challenge Alaska Program may have less than 10 players as participation may vary.

4. Ice will be allocated by Ice Rink Management no later than August 1 in advance of the annual scheduling meetings which are conducted each year in the fall. Within thirty (30) days after the respective scheduling meeting, but in no event later than October 20th of each year, organizations that have been allocated ice will be expected to have distributed that ice fairly and

equitably to the teams within their organizations. After October 20th, the ice allocated to each organization will be the financial responsibility of that organization.

4.1 Subject to a 30-day return policy, all organizations with comp or house teams (youth and/or girls) must return unused ice to Ice Rink Management on or before October 20th. All ice returns are subject to a 30-day notice of cancellation/return policy, and all ice allocated to each organization not returned with 30-day notice will be the financial responsibility of that organization, and in no event may an organization return any ice after the October 20th deadline.

4.2 All other programs not covered by 4.1 above, all unused ice allocated must be returned to Ice Rink Management with a 45-day return policy, and for All, ice returns are subject to a 45-day notice of cancellation/return policy, and all ice allocated to each organization not returned with 45-day notice will be the financial responsibility of that organization.

The purpose of this requirement is to require the prompt return of ice so that it may be efficiently and timely reallocated by Ice Rink Management. Ice that is not returned until the last minute frequently goes unused, which is contrary to the Municipality's policy.

5. All organizations will be limited to an established maximum number of recreational teams and competitive teams listed on Addendum A, except as set forth in paragraphs 1(a) and (b) and as set forth below. Addendum A identifies the current number of girls' teams, but is not intended to be a cap. Girls' teams will be given a priority in terms of the growth of recreational and competitive teams until there is parity.

(a) If USA Hockey or ASHA changes its age categories or makes other changes in the division of girls' teams, this policy will be amended to conform with those changes, in accordance with the Municipality's intent to provide for the growth of girls' hockey until parity is reached.

(b) If an organization intends to add a girls' competitive team in accordance with paragraph 1, it must request an allocation through the process described in paragraph 3 of this policy.

6. The team limits are intended to provide Ice Rink Management a basis to calculate ice time allotments and are in no way an attempt to regulate the actual number of teams that an organization may choose to form. However, if an organization is unable to field a team in an age division for which it is allocated ice, the organization shall return the ice allocated for that team to Ice Rink Management. Any organization will be able to request and obtain ice for that team for the subsequent season, assuming it can fulfill the roster requirements.

7. All Ice Rink Management providers shall count ice allocated at Harry J. McDonald Arena in the calculation of allocations for the rinks each provider controls.

8. Ice initially allocated to youth, recreational and girls hockey teams, if returned to Ice Rink Management, shall be fairly and evenly reallocated to other users within the youth hockey user category on an equitable basis.

B. Adult Hockey – Ben Boeke, Dempsey Anderson, and Sullivan Arena: Anchorage Women’s Hockey League, Adult Recreational Hockey League, and Adult Hockey League.

Harry J. McDonald Center: Eagle River Hockey League, Thursday Night Game, and Watts Hockey League.

Time Frame: Monday through Friday, as required, beginning at 8:30 p.m.; Saturday, as required, beginning at 8:30 p.m.; Sunday, as required, beginning at 6:30 p.m.

C. Figure Skating – Alaska Association of Figure Skaters and Anchorage Figure Skating Club, and In-house Figure Skating Program.

Time Frame: Monday through Friday, 6:00 a.m. to 8:30 a.m., 3:00 p.m. to 6:00 p.m.

9. Any new organization, not currently listed on Addendum A, seeking a regular allocation of ice for the hockey season will be considered on “probationary status” for two seasons. During the probationary period, the new organization will receive only “scrap ice” as defined below. After the probationary period has been completed, the organization will be assigned a maximum number of teams for allocation purposes and thereafter will be allocated ice in the same manner as other recognized organizations.

III. Scrap Ice – Once all ice time allocations for the above-listed categories have been completed, the remaining indoor ice time (scrap ice) is then available for sale to the public. Organizations and individuals seeking scrap ice may contact Ice Rink Management and be placed on a list. As scrap ice becomes available, Ice Rink Management will refer to this list to dispense ice on a rotational basis until the scrap ice has been sold. Ice at the Sullivan Arena will be allocated separately.

ADDENDUM A
Municipal Ice Allocation Policy

The Major User Organizations and Teams listed below are current as of July 31, 2019. There may be changes to the total number of Teams within each of the Organizations in the future. It is each Organization's responsibility to submit their ice requests based on the most accurate and realistic projections to meet the needs of their Teams within each respective Organization.

1. Anchorage Hockey Association

8 Comp Youth Teams
 45 Rec Teams
 3 Comp Girls Teams
 Plus 45 LTS
 4 High School Girls Teams

2. Alaska All Stars

7 Comp Teams
 9 Rec Teams
 3 Comp Girls Teams
 Plus 30 LTS

3. Alaska Firebird's

1 Girls Rec Team

4. Alaska Wolves Hockey Association

3 Comp Teams

5. South Anchorage Hockey

2 Comp Teams
 6 Rec Teams
 Plus 45 LTS

6. The Oilers

7 Comp Teams

7. The Scotty Gomez Foundation Hockey Association

10 Rec Teams [does that include Girls Rec teams] Plus 30 LTS

8. Mustang Hockey Association

6 Comp Teams
 11 Rec Teams

9. Challenge Alaska

1 Sled Team
 1 Special Team
 2 Warrior Hockey Team

10. Alaska State Hockey Association

3 Comp Youth Programs

Appendix E
Sullivan Arena Commissioning and Opening Responsibilities

To be completed and mutually agreed upon after walk through and shall be incorporated by reference.

Amendment No. 1

to Amended and Restated Contract for Professional Services with O’Malley Ice and Sports Center, LLC dated September 8, 2023.

This Amendment is made and entered into by and between the Municipality of Anchorage and O’Malley Ice and Sports Center, LLC.

WHEREAS. The Municipality of Anchorage and O’Malley Ice and Sports, LLC entered into a Contract for operating the Ben Boeke, Dempsey Anderson, and the George M. Sullivan Arenas , dated July 21, 2023.

WHEREAS, the parties have the authority to amend the Contract and desire to do so:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Contract, the parties do hereby agree that the Contract shall be amended as follows:

Item 1: The title will be edited to read as follows: Municipality of Anchorage Amended and Restated Operating Agreement with O’Malley Ice and Sports Center, LLC.

Item 2: The footer on each page is hereby removed and replaced with “Operating Agreement with O’Malley Ice and Sports Center, LLC.

Item 3: The term Contractor is hereby removed and replaced with Operator throughout the entire Agreement.

Item 4: The defined term Contract is hereby removed and replaced with Agreement or Operating Agreement throughout the entire Agreement.

Changes applied to Part I Special Provisions

Item 5: The second paragraph on Page 1 § B is edited as follows: Part II, consisting of 10 sections of General Provisions. Page 1 § C is edited as follows: Appendix A – Scope of Operations.

Item 6: Section 1 Definitions § G “Contractor” is hereby removed and replaced with “Operator” in accordance with Item 3 above.

Item 7: Part I Section 1 Definitions § P is hereby removed and replaced in its entirety with the following:
“Net Profit” means the sum remaining after deducting from NOI the sum charged for MOA Maintenance and Capital Reserves.

Item 8: Part I Section 1 Definitions § M “Home Office” is hereby removed and replaced in its entirety with the following:

"Home Office Corporate Overhead: means the expenses of operating the administrative corporate, and home operations of the Operator. Labor and operations performed directly for, or at the Facilities shall not be deemed Home Office Corporate Expenses and shall be considered Facility Operating Costs irrespective of the individual employee conducting the work or the location of their workplace.

Item 9: Part I Section 2. Scope of Services Is hereby removed and replaced in its entirety with the following:

Section 2. **Scope.**

- A. Operator shall perform in accordance with Appendix A, which is attached hereto and incorporated in this section by reference.
- B. Anchorage shall not allow any claim for operations other than those described in this section. However, the Operator may provide, at its own expense, any other activities that are consistent with this Agreement.

Item 10: Part I Section 4 Compensation § A is hereby removed and replaced in its entirety with:

The Operator shall generate funds in accordance with the terms and conditions set forth in the Cost/Revenue Schedule attached as Appendix B and incorporated herein by reference for operations performed under this Agreement.

Item 11: Part I Section 5 Termination of Contractors Services is hereby removed and replaced in its entirety with the following:

Termination.

This Operator Agreement may be terminated:

- A. By mutual consent of the parties.
- B. During the Initial two years of this Amended and Restated Agreement as it pertains to the Sullivan Arena, the Operator at its convenience and in its sole discretion may terminate its services for the Sullivan Arena, provided that the Operator notifies the MOA in writing of its intent to terminate under this paragraph no later than June 30th of that current year with 60 days notice or at any time with 180 days notice.
- C. For the convenience of the MOA, provided that MOA notifies the Operator in writing of its intent to terminate under this paragraph at least 36 months prior to the effective date of the termination.
- D. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default, or commence cure and diligently proceed within 30 days after receiving the notice.
- E. By Anchorage or Operator for any event of Force Majeure as defined in section 12, in which case Operator shall be compensated as specified in Section 6.

Item 12: Part I Section 6 Duties Upon Termination is hereby removed and replaced in its entirety with the following:

Duties Upon Termination.

Exhibit A

- A. If this Agreement is terminated for cause, Operator will pay Anchorage in accordance with Appendix B Cost revenue Schedule(s) including the reasonable value of the operating costs satisfactorily rendered prior to termination less any proven damages suffered by Anchorage because of the Operator's failure to perform satisfactorily. The reasonable value of the performance rendered shall never exceed the Agreement rate for such performance. Any finished or unfinished documents or materials prepared by the Operator under this Agreement shall become the property of Anchorage at its option.
- B. If the Operator pays Anchorage more or less than the amount to which Anchorage is entitled under Appendix B Cost/Revenue Schedule, the party out of compliance with Appendix B shall remit the difference to the other party within 30 days of receiving notice of over or under payment.
- C. Operator hereby commits to delivering to the Administrator all documents, records, work product, materials and equipment owned by Anchorage and requested by the Administrator.
- D. If the Operator Agreement is terminated, for whatever reason, the Operator shall not claim any compensation under this Agreement, other than that allowed under this section.
- E. Except as provided in this section, termination of the Operator Agreement under Section 5 does not affect any other right or obligation of a party under this Agreement.
- F. If a final audit or inventory has not been performed before the Operator Agreement is terminated, Anchorage may recover any costs disallowed as a result of the final audit or inventory.

Item 13: Part I Section 7 Insurance § A is hereby removed and replaced in its entirety with the following:
The Operator shall maintain in good standing, for the entire period of the Agreement, the insurance described in subsection B of this section. Before performing under this Agreement, the Operator shall furnish the Administrator with a Certificate of Insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager for Anchorage.

Item 14: Part I Section 17 Powers Reserved for Contractor is hereby removed and replaced in its entirety with the following:

Powers Reserved for Operator.

Subject to all other conditions and requirements set forth in this Agreement, the Municipality of Anchorage grants to the Operator, the right to market and advertise, and provide management and operation of the Arenas, including concessions, and rentals for all space and the conduct of all activities at the Arenas.

**Changes applied to Appendix A Scope of Services
Ben Boeke, Dempsey Anderson Ice Arenas & George M Sullivan Arena**

Item 15: Appendix A Scope of Services Ben Boeke, Dempsey Anderson Ice Arenas & George M Sullivan Arena title is hereby removed and replaced with the following:

Operations of Ben Boeke, Dempsey Anderson Ice Arenas & George M Sullivan Arena.

Item 16: Appendix A Section 1 Operations Budgets § C is hereby removed and replaced in its entirety with the following:

The Operator shall prepare and submit a proposed Annual Operating Plan delineating the activities and scope of usage for the Facility for each fiscal year and the operations budgets annually for each year of operation of the Agreement. The Operating Plan and Budgets will be submitted in writing yearly for review by the Administrator no later than July 1st of the preceding calendar year. The Administrator will then provide final approval of the budget submitted by September 1st. Proposed Operating Plans and Budgets shall be submitted in accordance with submission requirements to be coordinated by the Administrator of this Agreement. Proposed budgets will contain a Facility overview, description of the management and operations, organization charts, concept of operation and scope of responsibilities of the Administration, Accounting/Personnel, Box Office, Concessions, Operations including utilities, marketing/advertising, revenues to MOA for Facility maintenance costs, percentage net income to the MOA and capital reserve contributions. The Operations Budgets shall be based on a forecast of anticipated events described in the Operating Plan and Budget for the year and include an evaluation of the revenues to be realized from forecasted events and the associated operating costs.

Changes applied to Event Services

Item 17: Page 24 Event Service Section 4 Ticket Sales § E is hereby amended to include (AO No. 83-88; AO No. 86-36; AO No. 2003-168, § 1, 1-6-04)

Item 18: Page 25 Event Services Section 8 Maintenance § A the is hereby removed and replaced in its entirety with the following:

Revenues generated under the Agreement must help cover the cost of the facility maintenance for the Arenas. Operator will provide in its budget the amount reflected in accordance with the calculations shown in Appendix B - Cost/Revenue Schedule from its revenues to Anchorage no later than thirty (30) days after the end of each quarter to help subsidize the facility maintenance. Operator will coordinate as needed with MOA Facility Maintenance for the performance of the maintenance duties specified here on the Attachment A and B.

Item 19: Page 28 Section 18 Control of property § A is hereby removed and replaced in its entirety with the following:

Operator shall control and account for all property belonging to the Municipality of Anchorage and shall maintain a current inventory of property at the Arenas. Said inventory shall be submitted in writing to Administrator no later than May 1st annually. Additionally, Contractor shall be required to perform a yearly physical inventory of all Municipal-owned property and to implement the tagging and inventory procedures established by the Municipality for the tracking of controlled property. Operator shall be provided a copy of the current inventory of Property prior to commencing operations.

Item 20: Appendix B Cost/Revenue Schedule Facility – Ben Boeke Revenue Projection Worksheet; Facility - Dempsey Anderson Revenue Projection Worksheet; and Facility – George M. Sullivan Arena Revenue Projection Worksheet is hereby removed in its entirety and replaced with the following:

Appendix B
Cost/Revenue Schedule
Facility - Ben Boeke Revenue Projection Worksheet

	<u>Y1</u>	<u>Y2</u>	<u>Y3</u>	<u>Y4</u>	<u>Y5</u>	<u>TOTAL</u>
Business Plan Gross Revenue Projection	\$680,625	\$759,668	\$805,248	\$865,641	\$930,564	\$4,041,746
Less Proposed Capital Reserve Contribution of 5% Gross Revenues	\$34,031	\$37,983	\$40,262	\$43,282	\$46,528	\$202,087
Less MOA's Facility Maintenance Cost (*estimate provided by MOA based on an historical average)	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000
Less All Other Anticipated Operating Expenses (includes Utility Costs)	\$498,193	\$580,937	\$615,793	\$655,820	\$698,448	\$3,049,191
Subtotal	\$88,401	\$80,748	\$89,193	\$106,539	\$125,588	\$490,468
Less Proposed Management Fees (If revenue exceeds cost)	\$15,000	\$15,000	\$15,000	\$16,250	\$17,500	\$78,750
Subtotal Before Operator Incentives	\$73,401	\$65,748	\$74,193	\$90,289	\$108,088	\$411,718
Amount of Operator Incentive (50% if Subtotal is positive)	\$36,700	\$32,874	\$37,096	\$45,144	\$54,044	\$205,859
<u>Contractor Incentive (Does not apply until revenue exceeds costs)</u>						
TOTAL NET REVENUE TO CONTRACTOR (Mgmt fee plus Operator Incentive)	\$51,700	\$47,874	\$52,096	\$61,394	\$71,544	\$284,609
<u>MOA Income</u>						
Amount of Net Revenue to MOA (50% if Subtotal is positive)	\$36,700	\$32,874	\$37,096	\$45,144	\$54,044	\$205,859
TOTAL NET REVENUE TO MOA (Capital Reserve plus 50% of Net Profit)	\$70,732	\$70,857	\$77,359	\$88,427	\$100,572	\$ 407,946

Cost/Revenue Schedule
Facility - Dempsey Anderson Revenue Projection Worksheet

	<u>Y1</u>	<u>Y2</u>	<u>Y3</u>	<u>Y4</u>	<u>Y5</u>	<u>TOTAL</u>
Business Plan Gross Revenue Projection	\$831,875	\$928,483	\$984,191	\$1,058,006	\$1,137,356	\$4,939,911
Less Proposed Capital Reserve Contribution of 5% Gross Revenues	\$41,594	\$46,424	\$49,210	\$52,900	\$56,868	\$246,996
Less MOA's Facility Maintenance Cost (*estimate provided by MOA based on an historical average)	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000
Less All Other Anticipated Operating Expenses (includes Utility Costs)	\$635,570	\$672,534	\$706,161	\$741,469	\$778,542	\$3,534,276
Subtotal	\$94,711	\$149,525	\$168,820	\$203,637	\$241,946	\$858,639
Less Proposed Management Fees (If revenue exceeds cost)	\$15,000	\$15,000	\$15,000	\$16,250	\$17,500	\$78,750
Subtotal Before Operator Incentives	\$79,711	\$134,525	\$153,820	\$187,387	\$224,446	\$779,889
Amount of Operator Incentive (50% if Subtotal is positive)	\$39,856	\$67,262	\$76,910	\$93,693	\$112,223	\$389,945
Contractor Incentive (Does not apply until revenue exceeds costs)						
TOTAL NET REVENUE TO CONTRACTOR (Mgmt fee plus Operator Incentive)	\$54,856	\$82,262	\$91,910	\$109,943	\$129,723	\$468,695
MOA Income						
Amount of Net Revenue to MOA (50% if Subtotal is positive)	\$39,856	\$67,262	\$76,910	\$93,693	\$112,223	\$389,945
TOTAL NET REVENUE TO MOA (Capital Reserve plus 50% of Net Profit)	\$81,449	\$113,687	\$126,120	\$146,594	\$169,091	\$636,940

Cost/Revenue Schedule
Facility – George M. Sullivan Arena Revenue Projection Worksheet

	<u>Y1</u>	<u>Y2</u>	<u>Y3</u>	<u>Y4</u>	<u>Y5</u>	<u>TOTAL</u>
Business Plan Gross Revenue Projection	\$460,000	\$475,318	\$491,146	\$507,501	\$524,401	\$2,458,366
Less Proposed Capital Reserve Contribution of 5% Gross Revenues)	\$0	\$23,766	\$24,557	\$25,375	\$26,220	\$99,918
Less MOA's Facility Maintenance Cost (*estimate provided by MOA based on an historical average)	\$0	\$0	\$0	\$0	\$0	\$0
Less All Other Anticipated Operating Expenses (includes Utility Costs for Y3 thru Y5)	\$309,500	\$319,806	\$330,456	\$341,460	\$352,831	\$1,654,053
Subtotal Before Operator Incentives	\$150,500	\$131,746	\$136,133	\$140,666	\$145,350	\$704,395
Amount of Operator Incentive (50% if Subtotal is positive)	\$75,250	\$68,873	\$68,067	\$70,333	\$72,675	\$352,198

Contractor Incentive (Does not apply until revenue exceeds costs)

TOTAL NET REVENUE TO CONTRACTOR (Operator Incentive)	\$75,250	\$68,873	\$68,067	\$70,333	\$72,675	\$352,198
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MOA Income

Amount of Net Revenue to MOA (50% if Subtotal is positive)	\$75,250	\$65,873	\$68,067	\$70,333	\$72,675	\$352,198
TOTAL NET REVENUE TO MOA (Capital Reserve Y2-Y5 plus 50% of Net Profit)	\$75,250	\$89,639	\$92,624	\$95,708	\$98,895	\$452,116

The parties agree that all other portions of the Agreement dated July 21, 2023, shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment date entered below:

Municipality of Anchorage

O'Malley Ice and Sports Center, LLC

By: *Rachelle A Alger*

By: *Stephen Agni*

Name: Rachelle A. Alger

Name: Stephen Agni

Title: Purchasing Director

Title: Managing Member

Date: 10/10/2023

Date: 10/10/2023