



## Legislation Details (With Text)

<b>File #:</b>	03004	<b>Version:</b>	1	<b>Name:</b>	Resolution for Mayor & Ckler to Execute 5 Year Use Agreement with Northwood League. (Mallards)
<b>Type:</b>	Resolution	<b>Status:</b>			Passed
<b>File created:</b>	2/21/2006	<b>In control:</b>			BOARD OF ESTIMATES (ended 4/2017)
<b>On agenda:</b>	3/21/2006	<b>Final action:</b>			3/21/2006
<b>Enactment date:</b>	3/23/2006	<b>Enactment #:</b>			RES-06-00255
<b>Title:</b>	Authorizing the Mayor and City Clerk to execute a five (5) year Use Agreement with the Northwoods League and the Madison Mallards Organization for nonexclusive use of Warner Park Stadium.				
<b>Sponsors:</b>	Santiago Rosas, Paul E. Skidmore				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
3/21/2006	1	COMMON COUNCIL	Adopt	Pass
3/13/2006	1	BOARD OF ESTIMATES (ended 4/2017)	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
3/8/2006	1	BOARD OF PARK COMMISSIONERS	Return to Lead with the Recommendation for Approval	Pass
2/22/2006	1	BOARD OF ESTIMATES (ended 4/2017)	Refer	
2/21/2006	1	COMMON COUNCIL	Refer	
2/15/2006	1	Attorney's Office	Fiscal Note Required / Approval	Fail
2/15/2006	1	Finance Dept/Approval Group	Approved Fiscal Note By The Comptroller's Office	
2/15/2006	1	Attorney's Office	Referred for Introduction	

### Fiscal Note

Under the terms of this five-year agreement, the Northwoods League will pay an annual game rental fee of \$15,000 for the first year of operations. This fee will be increased by 4% annually for subsequent years. In addition, the League will pay a utility surcharge of \$250 per month, beginning on June 1 of 2006, and increasing by 5% annually for remaining years of the agreement. An electrical surcharge of \$200 per month for the months of May through August will also be paid for the use of added refrigeration equipment. In lieu of a capital improvement fee, the League will construct a second concessions building with a value of at least \$50,000. The City will retain ownership of any capital improvements. No appropriation is required for the implementation of this agreement, nor is any impact upon cost controls anticipated.

### Title

Authorizing the Mayor and City Clerk to execute a five (5) year Use Agreement with the Northwoods League and the Madison Mallards Organization for nonexclusive use of Warner Park Stadium.

### Body

WHEREAS, The Northwoods League, hereinafter referred to as "League", and the Madison Mallards Organization, hereinafter referred to as "Mallards", have successfully utilized Warner Park Stadium, hereinafter referred to as "Ballpark", to operate a summer collegiate baseball team in Madison, Wisconsin; and

WHEREAS, City believes it is in the public's interest to afford the citizens of the City an opportunity to attend and view baseball games; and

WHEREAS, the parties wish to enter into a five (5) year agreement setting forth the terms, conditions and expectations under which the League and the Mallard's are authorized to use the Ballpark; and

WHEREAS, the regular season for the League will be between June 1 and August 15 of each Agreement year, beginning

June 1, 2006 and ending on December 31, 2010; and

WHEREAS, the Agreement provides for one five (5) year renewal term upon written agreement as to specific terms and conditions; and

WHEREAS, the Agreement allows League nonexclusive use of the Ballpark for summer collegiate baseball games and does not allow Use of the Ballpark for any other purpose; and

WHEREAS, League must provide at least seven (7) days prior notice to the Superintendent of Parks for any event or promotion that requires the hours of operation at Ballpark to be extended; and

WHEREAS, the Agreement does not authorize League or Mallards to have firework displays of any kind without prior Park Commission approval and without complying with other City permit fees and process; and

WHEREAS, League shall provide all staff necessary to provide outstanding customer service; and

WHEREAS, League shall provide all cleaning supplies and labor necessary to maintain all areas of Ballpark used for League activities in a clean and sanitary condition; and

WHEREAS, League shall provide dumpsters at Ballpark and shall deposit all trash in said dumpsters; and

WHEREAS, League shall pay a game rental fee of fifteen thousand dollars (\$15,000) for year one of the Agreement, which represents the base game rental fee. The base game rental fee shall increase at a rate of four percent (4%) annually for the remaining duration of the Agreement. This Game Rental Fee covers, on an annual basis, thirty four (34) league games, up to four (4) playoff games and four (4) additional dates on which League can schedule up to three (3) games per date for Mallards sponsored tournaments. The Game Rental Fee does not include the use of additional fenced areas of Warner Park, including the multi-use field; and

WHEREAS, League shall pay City a utility surcharge of two hundred fifty dollars (\$250) per month commencing June 1, 2006 and increasing five percent (5%) annually for the remaining years of the Agreement; and

WHEREAS, League shall pay City an electrical surcharge in the amount of two hundred dollars (\$200) per month for the months of May, June, July and August of each Agreement year for added refrigeration equipment; and

WHEREAS, in lieu of an annual capital improvement fee, League agrees to construct a second concession building during the term of Agreement and said concession building shall have a value of no less than fifty thousand dollars (\$50,000). City shall approve design and placement of said concession building; and

WHEREAS, if league desires to make any other capital improvements to Ballpark, League must submit plans to City for review by October 15 of each year for projects occurring the following year. City retains the right to approve or not approve any plans that are submitted. Should League fail to submit plans in a timely manner, City may charge League for any staff time needed to review or support proposed project; and

WHEREAS, City shall retain ownership of any capital improvement to Ballpark funded in whole or in part by the Capital Improvement Fee; and

WHEREAS, League shall receive all revenues from sales related to concessions, advertising, programs, novelties, television and audio rights, and food and beverage concessions. City will allow League the exclusive vending rights for all events held in Ballpark exclusive of events conducted in either of the adjoining soccer fields or events sponsored by the Wisconsin Interscholastic Athletic Association. Such vending rights include both sporting events and concerts schedule by City; and

WHEREAS, League agrees not to sell or give away any cigarettes or tobacco products on City premises; and

WHEREAS, League may only serve fermented malt beverage products (beer and wine coolers) at events taking place at Ballpark. No intoxicating liquor may be served, sold or given away at Ballpark. League is responsible for obtaining Class B Beer license from City Clerk each year.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Clerk are authorized to execute a five (5) year Use Agreement with the Northwoods League and the Madison Mallards Organization for nonexclusive use of Warner Park Stadium.