



Legislation Details (With Text)

**File #:** 61885      **Version:** 1      **Name:** Authorizing the Mayor and City Clerk to Execute the Second Amendment to the Use Agreement with the Northwoods League Inc. and the Madison Mallards LLC for nonexclusive use of Warner Park Stadium. (AD#12)

**Type:** Resolution      **Status:** Passed

**File created:** 8/24/2020      **In control:** Parks Division

**On agenda:** 11/17/2020      **Final action:** 11/17/2020

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**Title:** Authorizing the Mayor and City Clerk to Execute the Second Amendment to the Use Agreement with the Northwoods League Inc. and the Madison Mallards LLC for nonexclusive use of Warner Park Stadium. (AD#12)

**Sponsors:** Satya V. Rhodes-Conway, Syed Abbas, Zachary Henak

**Indexes:**

**Code sections:**

**Attachments:** 1. 2nd Amendment to Mallards Use Agreement for Warner Park Ballpark.pdf, 2. Knepp Finance Letter.pdf, 3. Mallards Use Agreement Comment- Saoloutos.pdf, 4. Mallards Use Agmt- Stenman to Finance Committee.pdf, 5. Mallards Use Agmt- Stenman to BPC.pdf, 6. Saloutos Letter 9.2.2020 Update.pdf, 7. Knepp Memo to All Alders.pdf

Date	Ver.	Action By	Action	Result
11/17/2020	1	COMMON COUNCIL	Adopt	Pass
11/4/2020	1	BOARD OF PARK COMMISSIONERS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
10/26/2020	1	FINANCE COMMITTEE	Return to Lead with the Recommendation for Approval	Pass
9/21/2020	1	FINANCE COMMITTEE	Refer	Pass
9/8/2020	1	FINANCE COMMITTEE	Refer	Pass
9/2/2020	1	BOARD OF PARK COMMISSIONERS	Refer	Pass
9/1/2020	1	BOARD OF PARK COMMISSIONERS	Referred	
9/1/2020	1	COMMON COUNCIL	Refer	Pass
8/24/2020	1	Parks Division	Referred for Introduction	

The proposed resolution authorizes the Second Amendment to the Use Agreement with the Northwoods League Inc. and Madison Mallards for non-exclusive use of Warner Park Stadium. This amendment extends the term of the initial agreement through 2028, subject to one-year renewal terms. Under this amendment, the Northwoods League and Madison Mallards would not be subject to a 2020 rental payment, and would pay a 2021 rental payment that is tied to attendance at games. The proposed schedule of payments for the agreement terms is as follows:

2021: \$1, with a \$1 per ticket payment to the City for all tickets sold in calendar year 2021 in excess of 125,000 tickets for games at the Ballpark.  
 2022: \$65,000

2023: \$65,000  
2024: \$70,000  
2025: \$70,000  
2026: \$75,000  
2027: \$75,000  
2028: \$80,000

The Madison Mallards LLC would retain responsibility for day-to-day maintenance of the stadium and field.

The 2021 Parks Operating Budget request assumed \$67,195 in revenue, as agreed to under the terms of the previous agreement. If the proposed resolution is approved, the 2021 Parks Operating Budget will be updated to reflect revised revenue estimates.

Authorizing the Mayor and City Clerk to Execute the Second Amendment to the Use Agreement with the Northwoods League Inc. and the Madison Mallards LLC for nonexclusive use of Warner Park Stadium.  
(AD#12)

WHEREAS, since 2001, the Madison Mallards LLC ("Mallards") have participated in the Northwoods League Inc. (League) summer collegiate baseball league, playing its home games at the City of Madison's ("City") Warner Park Stadium (the "Ballpark"); and,

WHEREAS, on November 4, 2010, the City, the Mallards, and the Northwoods League Inc. entered into the Use Agreement Between The City Of Madison, Madison Mallards LLC and Northwood League, Inc. For The Use Of Warner Park Stadium During The 2011-2020 Baseball Seasons (the "Agreement") which Agreement set forth the terms and conditions upon which the Mallards could use the City's baseball stadium located at the Ballpark; and,

WHEREAS, on November 4, 2020, the City and the Mallards also entered into an Agreement to Undertake Improvements to Warner Park Stadium (the "Improvement Agreement"), under which the Mallards agreed to make significant renovations to the Ballpark over a 10-year period, which improvements have been successfully made; and,

WHEREAS, on November 7, 2017, the Parties entered into the First Amendment to the Agreement (the "First Amendment"), under which, among other things, the City allowed the Mallards to use the renovated Duck Blind area of the Ballpark for public and private uses year-round; and,

WHEREAS, Mallards desires to continue operating a baseball team in Madison, Wisconsin, and for that purpose desires to enter into a new Use Agreement for nonexclusive use of the Ballpark; 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, City desires to have the Mallards continue to maintain the Stadium and the City does not have the financial resources to contribute substantially to the capital needs of the Stadium at this time; and,

WHEREAS, the Parties wish to formalize the terms and conditions under which the Mallards and the League is authorized to use the Ballpark; and,

WHEREAS, the League is entering into this Agreement to undertake the same obligations and have the same duties as those undertaken and assumed by the Mallards; and,

WHEREAS, the Madison Mallards have invested over \$5 million into improvements and maintenance of the stadium since 2010 and those improvements have been donated to the City and have increased the value of the City owned asset and the improvements have also resulted to provide a more enjoyable fan experience, while maintaining and improving a top tier City park at no cost to the taxpayers; and,

WHEREAS, the City and Mallards agree that the Ballpark is in need of a long term improvement plan, but that current uncertainty created by the ongoing COVID-19 pandemic makes this a poor time to finalize such an agreement and both parties agree that the annual renewals outlined in this agreement provide the best framework for this discussion to continue over the coming years and for such agreement to be finalized at the appropriate time; and,

WHEREAS, the Mallards 2020 season has been cancelled due to restrictions under public health orders put in place by Public Health Madison & Dane County.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to enter into a Second Amendment To The Use Agreement For The Warner Park Stadium During The 2011-2020 Baseball Seasons ("Second Amendment") with Madison Mallards LLC and Northwood League Inc., in a format that is approved by the City Attorney and the Parks Superintendent, and that is consistent with the Second Amendment attached hereto.

BE IT FURTHER RESOLVED that the terms of the Improvement Agreement have been satisfied and that agreement shall be terminated upon the effective date of the Second Amendment.