

RESOLUTION NO. 2015224

RE: AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE THE AMENDMENT AGREEMENT IN CONNECTION WITH THE AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE KEYSTONE PROFESSIONAL BASEBALL CLUB, INC. D/B/A THE HUDSON VALLEY RENEGADES

Legislators HUTCHINGS, ROLISON, FLESLAND, BOLNER, BORCHERT, HORTON, SAGLIANO, THOMES, WEISS, and FARLEY offer following and move its adoption:

WHEREAS, the County and the Keystone Professional Baseball Club, Inc. d/b/a the Hudson Valley Renegades (the Renegades) entered into an Agreement dated December 21, 2006 pursuant to Resolution No. 206248, and

WHEREAS, the Agreement outlines the rights and responsibilities of the parties with regard to the use of Dutchess Stadium, and

WHEREAS, the Renegades have made arrangements with the Fall Experimental Football League (FXFL) for the FXFL to play three (3) football games at Dutchess Stadium in the fall of 2015, and

WHEREAS, the County will receive additional rent from the Renegades in connection with the three (3) football games that will be played at Dutchess Stadium, and

WHEREAS, the use of Dutchess Stadium for the football games is likely to boost the County's tourism industry by bringing visitors to Dutchess County to watch the football games who might otherwise not visit Dutchess County, now therefore, be it

RESOLVED, that the County Executive is authorized to execute the Amendment Agreement between the County of Dutchess and the Keystone Professional Baseball Club, Inc. d/b/a the Hudson Valley Renegades in substantially the same form as annexed hereto.

CA-146-15
cab/G-1068-G
08/17/15

Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 16th day of September, 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 16th day of September, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS *(To be completed by requesting department)*

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

This amendment to the agreement between the County and Keystone Professional Baseball Club, Inc., (dba The Hudson Valley Renegades) will allow the county to receive additional revenue related to the use of Dutchess Stadium for FXFL events in 2015. These events will produce between \$1,000 and \$5,000 in additional rental revenue for the County at no additional cost to the County.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 8/18/2015

AMENDMENT AGREEMENT

THIS AGREEMENT, made this 14 day of August, 2015, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), and the KEYSTONE PROFESSIONAL BASEBALL CLUB, INC, d/b/a The Hudson Valley Renegades a Florida corporation, having a principal place of business at Dutchess Stadium, 1500 Route 9D, Town of Fishkill, NY 12601 with a mailing address of P.O. Box 661, Fishkill, NY 12524 (hereinafter referred to as the "CLUB").

WITNESSETH:

WHEREAS, the parties hereto made and entered into an agreement dated December 21, 2006 (County Contract No. 07-0026-12/16-PW), which outlines the relationship between the County and Club with regard to the use of Dutchess Stadium (Stadium), and

WHEREAS, Article 6 of the Agreement allows the club to operate a professional baseball team at the Stadium and conduct or arrange for other events and activities at the Stadium, and

WHEREAS, the Club has the opportunity to host three (3) football games sponsored by the Fall Experimental Football League (FXFL) at the Stadium, and

WHEREAS, the County and Club wish to amend their Agreement to outline the conditions upon which the Stadium can be used for football games sponsored by the FXFL, as outlined below:

1. Article "4," entitled "Rent," is amended to add a new 4.3 which shall provide as follows:

The Club shall pay to the County additional rent in connection with the three (3) football games sponsored by FXFL. The additional rent is based on the cumulative attendance at all three (3) of the football games. The additional rent schedule is as follows:

- (a) If there are 1,500-3,499 paying attendees for the three (3) football games, the Club shall pay the County the sum of \$1,000.00.
- (b) If there are 3,500-4,499 paying attendees for the three (3) football games, the Club shall pay the County the sum of \$2,000.00.
- (c) If there are 4,500 or more paying attendees for the three (3) football games, the Club shall pay the County the sum of \$5,000.00.

The Club shall make the appropriate payment to the County on or before January 31, 2016.

2. Article "15," entitled "Alterations and Improvements," is amended to add a new 15.3 which will provide as follows:

The County shall not be responsible for any costs associated with the modification to the turf field or any other part of the Stadium in connection with the use of the Stadium for the football games sponsored by FXFL. In addition, the Club shall submit all plans for the modification (s) to the turf field and or Stadium to the Dutchess County Commissioner of Public Works for her review and approval at least thirty (30) days in advance of the date the Club or FXFL intend on making such modification(s).

The County shall be the owner of any of the modifications to the turf field or the Stadium upon the termination of the Agreement between the Club and FXFL or upon the termination of the Agreement between the County and the Club, whichever is sooner.

3. Article "17," entitled "Indemnification," shall be amended to include the following language:

The Club agrees to indemnify and hold the County harmless in connection with any damage that may be caused to the turf field or the Stadium in connection with the football games sponsored by FXFL.

4. All other terms and conditions of the underlying agreement, and any amendment thereto not expressly amended or altered by this agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED : COUNTY OF DUTCHESS

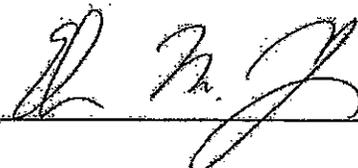
County Attorney's Office

By _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

KEYSTONE PROFESSIONAL BASE-
BALL CLUB, INC. D/B/A THE HUDSON
VALLEY RENEGADES

Commissioner of Public Works

By  _____

Print Name Eben M. Yager
Title SUP/am

Public Works and Capital Projects
Pulled by Public Works and Capital Projects Committee Chairman 10/5/06

RESOLUTION NO. 206248

RE: AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENT WITH THE KEYSTONE PROFESSIONAL BASEBALL CLUB, INC. FOR THE USE OF DUTCHESS STADIUM AND THE CREATION OF A CAPITAL PROJECT ACCOUNT FOR CAPITAL IMPROVEMENTS AND/ OR REPAIRS TO DUTCHESS STADIUM

Legislators KENDALL, HUTCHINGS, and MacAVERY offer the following and move its adoption:

WHEREAS, the County owns Dutchess Stadium (Stadium) located in the Town of Fishkill which opened in 1994, and

WHEREAS, the Stadium is part of the County's park system, and

WHEREAS, the Keystone Professional Baseball Club, Inc., doing business as the Hudson Valley Renegades, (Club) a Class A baseball team, has played its baseball games at Dutchess Stadium since 1994, and

WHEREAS, the Hudson Valley Stadium Corporation (HVSC) has been operating Dutchess Stadium since 1994, and

WHEREAS, since the County will now be taking a more active role in the operation of the Stadium, the services of HVSC will no longer be required, and

WHEREAS, the County acknowledges and thanks the HVSC for its time and efforts in making the Stadium one of the premier venues in Dutchess County, and

WHEREAS, the County and the Club have negotiated a ten (10) year agreement, a copy of which is annexed hereto, that outlines the rights and responsibilities of each party concerning the use of the Stadium, and

WHEREAS, pursuant to Article 4 of said agreement, the Club will pay to the County, the sum of Two Hundred Fifty-Eight Thousand Dollars (\$258,000.00) in rent per year which includes the annual payment of One Hundred and Thirty-Four Thousand Dollars (\$134,000.00) on proposed debt service, and

WHEREAS, the Department of Public Works-Parks Division (DPW) wishes to set aside the sum of Twenty-Five Thousand Dollars (\$25,000.00) per year out the yearly rent, in a new Capital Project account, which would be used for capital projects at the Stadium with a useful life of three (3) years or more, and

WHEREAS, the total sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), which equals the Twenty-Five Thousand Dollars (\$25,000.00) per year set aside over the ten (10) year contract term will be appropriated to the new capital project account, and

WHEREAS, there is a Stadium Holding account (T085.9308) that has been used to pay for capital improvements and/or repairs to the Stadium, and

WHEREAS, DPW-Parks Division is requesting that the balance of the Stadium Holding account, which is currently One Hundred Fifty-Six Thousand Fifty and 04/100 Dollars (\$156,050.04) be transferred into the newly created Capital Project account, and

WHEREAS, the County anticipates that the HVSC will forward the sum of Twenty-Five Thousand Dollars (\$25,000.00) to the County by December 31, 2006 which shall be deposited in the Capital Project account, now, therefore, be it

WHEREAS, the expenditure from the capital project account shall not exceed the balance of the actual amount received from the Club at the time of the expenditure now, therefore, be it

RESOLVED, that the County Executive is authorized to execute the agreement between the County of Dutchess and the Keystone Professional Club, Inc. in substantially the same form as annexed hereto, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to establish a Capital Project account that will be used by the Dutchess County Department of Public Works-Parks Division for capital projects at Dutchess Stadium that have a useful life of three (3) years or more, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to transfer the balance of the funds in the Stadium Holding account (T085.9308) into the Capital project account referenced in the preceding paragraph, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2006 Adopted County Budget as follows:

APPROPRIATIONS

Increase

| | | |
|-----------------|----------------------|------------------|
| H0373.7110.3130 | Stadium Improvements | <u>\$431,050</u> |
|-----------------|----------------------|------------------|

REVENUE

Increase

| | | |
|---------------------|-------------------------------|------------------|
| H0373.7110.27050.02 | Contribution from HVSC | \$181,050 |
| H0373.7110.24100 | Rental Income APPROVED | <u>\$250,000</u> |
| | | <u>\$431,050</u> |

CA-143-06 ca/G-1068-G 9/20/06
Fiscal Impact: See attached statement


WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

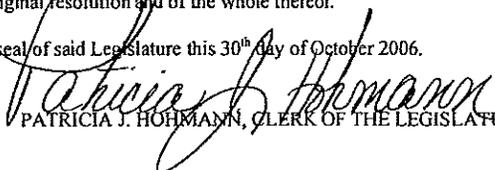
STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

Date November 9, 2006

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 30th day of October 2006, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 30th day of October 2006.


PATRICIA J. HOFFMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Project Cost \$431,050

Projected Revenue \$431,050

and Source \$156,050 from Stadium Holding Account,

\$25,000-2006 HVSC obligation

\$250,000-Rental Income from Club

Source of County Funds (check one): Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other (explain).

Identify Line Items(s): See revenue above

Related Expenses: Amount \$ _____ Nature/Reason: _____

Anticipated Savings to County: _____

Net to County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Valerie J. Sommerville, Budget Director