RESOLUTION APPROVING SIXTH AMENDMENT TO THE STADIUM LEASE AND USE AGREEMENT

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board;

WHEREAS, the County Board previously approved a Stadium Lease and Use Agreement (Resolution 2009-058) as well as five amendments (Resolutions 2009-127; 2010-117; 2015-77; 2018-091; and 2018-184), collectively referred to as the "Agreement";

WHEREAS, pursuant to Section 16.1 of the Agreement, Alliance, f/k/a "ORoyals" shall have the right, from time to time, and at its own expense, to make alterations and improvements to the Stadium;

WHEREAS, Alliance desires to construct a Tourism Office at the Stadium as well as expand the Hospitality Room, and Sarpy County desires to compensate Alliance for its use of those areas of the Stadium; and

WHEREAS, the Sixth Amendment to the Stadium Lease and Use Agreement, attached hereto, modifies the terms and conditions of the County’s use of the Stadium, specifically the Tourism Office and Hospitality Room.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves the Sixth Amendment to the Stadium Lease and Use Agreement, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with the applicable law on the _______ 11th _______ day of ___ September ________, 2018.

Attest:

Sarpy County Clerk

[Signature]
County Board of Commissioners Chairman

[Signature]
September 11, 2018

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: Sarpy County Tourism/Omaha Storm Chasers

For several years the County Board and Tourism have been searching for a location where Tourism can have a more functional office that provides easily accessible space for visitors, space for future growth, adequate parking for visitors including RV’s, and a facility to host Tourism events, visitor groups, and large meetings. At the same time, the Storm Chasers have been interested in enlarging their team store because of increased demand for apparel and expanding their hospitality area to increase the number of events and activities they can host at Werner Park.

After discussions with the Storm Chasers throughout the summer, we have developed a project that will address both the County and the Storm Chaser’s needs. The attached amendment approves a partnership in which the County and Storm Chasers will build an expansion of the Team Store to include new office space for Tourism and expand the hospitality area. Since the Tourism expansion will be 75% of the addition the County will contribute 75% of the construction cost. The County will contribute 50% of the construction cost of expanding the hospitality area and have the ability to use the space for the remainder of the Storm Chaser’s agreement with the County.

The County will utilize tourism funds for its contribution, which is revenue generated from visitors who spend the night in lodging facilities located in the County. The County recently had a record year in tourism revenue and has available funds on hand to contribute $500,000 on January 1, 2019, $400,000 on July 1, 2019 and $275,000 on January 1, 2020.

The construction schedule is aggressive as the Storm Chasers plan to have the construction work completed in February 2019 so the Team Store, Tourism Office and hospitality area are available for use during the Storm Chasers and Kansas City Royals Exhibition game in March 2019.

We are excited about this project as it enhances our long-term partnership with the Storm Chasers.

Please contact me at 593-1568 if you have any questions. Thank you.

Scott Bovick
Deputy County Administrator

Cc: Deb Houghtaling, Dan Hoins, Bonnie Moore, Brian Hanson, Fred Uhe, Martie Cordaro (Omaha Storm Chasers)
THIS SIXTH AMENDMENT TO THE STADIUM LEASE & USE AGREEMENT (this “Sixth Amendment”) is made and entered into as of September 11, 2018 by and among the COUNTY OF SARPY, a political subdivision of the State of Nebraska (the “County”), and ALLIANCE BASEBALL OMAHA, LLC, a Nebraska Limited Liability Corporation (“Alliance”).

WHEREAS, the County and the Omaha Royals Limited Partnership entered into a Stadium Lease & Use Agreement dated March 17, 2009, which was amended by a First Amendment to Stadium Lease & Use Agreement dated June 1, 2009, and a Second Amendment to Stadium Lease & Use Agreement dated May 4, 2010 (collectively “Amended Lease”);

WHEREAS, the Omaha Royals Limited Partnership assigned its interest in the Amended Lease to Alliance;

WHEREAS, the County and Alliance executed a Third Amendment to Stadium Lease & Use Agreement dated March 9, 2015; a Fourth Amendment to the Stadium Lease & Use Agreement dated March 20, 2018; and Fifth Amendment to the Stadium Lease & Use Agreement dated June 19, 2018. The Amended Lease and the Third, Fourth, and Fifth Amendments are collectively referred to herein as “Agreement”;

WHEREAS, pursuant to Section 16.1 of the Agreement, Alliance, f/k/a “ORoyals” shall have the right, from time to time, and at its own expense, to make alterations and improvements to the Stadium;

WHEREAS, the County and Alliance desire to further amend the Agreement to modify the terms and conditions regarding the County’s use of the Stadium.

NOW THEREFORE, for and in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, the parties hereto, each intending to be legally bound, do hereby mutually agree as follows:

1. Section 4.3 of the Agreement is hereby amended by adding the following subsection (e):

   (e) As permitted by Section 16.1 of the Agreement, Alliance intends to make improvements at its own expense to the Stadium to include constructing a Sarpy County Tourism Office and expanding the Hospitality Room as mutually agreed in writing by the parties. Therefore, in addition to the “County Events” described in subsection (a), the County shall be entitled to full and unrestricted access and use the County Tourism Office; the County shall be entitled to use of the Hospitality Room on dates mutually agreed by the parties. The County acknowledges and agrees that Club Home Games and Alliance Events take priority over County Events if there is a scheduling conflict. In the event the County desires to schedule a County Event for the Hospitality Room, the County shall provide Alliance with prior written notice and Alliance will consider such request for
approval, which approval shall not be unreasonably withheld or delayed. In exchange for
the County’s ability to use the County Tourism Office and Hospitality Room as described
above, the County hereby agrees to pay the following financial contributions to Alliance:

(a) $500,000 due on or before January 1, 2019;
(b) $400,000 due on or before July 1, 2019; and
(c) $275,000 due on or before January 1, 2020.

The parties acknowledge and agree that all the terms of subsection (b) apply to any County
Event in the Sarpy County Tourism Office and Hospitality Room unless otherwise
specified in this subsection. The parties agree that Alliance will be responsible for the cost
of maintenance and/or repairs relating to the Tourism Office and Hospitality Room
improvements.

2. Except to the extent expressly modified in this Sixth Amendment, the Agreement
shall remain unchanged and in full force and effect. Any capitalized terms used in this Sixth
Amendment but not defined herein shall have the same meaning given to such terms in the
Agreement.

3. This Sixth Amendment may be executed in any number of counterparts, each of
which, when executed and delivered, shall be an original, but all counterparts shall together
constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amendment to be
executed and delivered as of the date first set forth above.

COUNTY OF SARPY, a political subdivision of
the State of Nebraska

By: ___________________________
Name: Donald R. Kelly
Title: Sarpy County Board Chairman

Approved as to form:

Deputy Sarpy County Attorney

ALLIANCE BASEBALL OMAHA LLC, a
Nebraska Limited Liability Corporation

By: ___________________________
Name: Martin J. Corden
Title: President / GM