

MOTION:

October 17, 2017

SECOND:

Regular Meeting

Res. No. 17-

**RE: AUTHORIZE AN AMENDED AND RESTATED LEASE AGREEMENT
 BETWEEN THE PRINCE WILLIAM BOARD OF COUNTY
 SUPERVISORS AND PRINCE WILLIAM PROFESSIONAL BASEBALL
 INC. FOR THE USE OF G. RICHARD PFITZNER STADIUM -
 OCCOQUAN MAGISTERIAL DISTRICT**

ACTION:

WHEREAS, the Pfitzner Stadium was constructed in 1984 to accommodate minor league baseball play in Prince William County. Since 1984, the Stadium has continuously been utilized for this purpose. The County owns the current stadium, as well as the property upon which it is located; and

WHEREAS, the current lease between the County and Prince William Professional Baseball, Inc. (d.b.a. Potomac Nationals) for the use of G. Richard Pfitzner Stadium expires December 31, 2018; and

WHEREAS, the Potomac Nationals have requested a lease amendment to add up to an additional twenty-four months to the current lease term, should they elect to exercise each of two, proposed one year options; and

WHEREAS, the Department of Parks and Recreation has been issued a directive from the Board of County Supervisors to consider options for the continued use of Pfitzner Stadium including a review of old county records of how fields would be allocated should the facility cease to be used by professional baseball; and

WHEREAS, a public hearing was conducted on October 17th, 2017 to consider the execution of a lease amendment to the current lease agreement between the Prince William Board of County Supervisors and Prince William Professional Baseball Inc. for the use of G. Richard Pfitzner Stadium through 2020; and

WHEREAS, the public hearing was advertised in a newspaper of general circulation once each week for two consecutive weeks;

NOW, THEREFORE, BE IT RESOLVED that the Prince William Board of County Supervisors does hereby approve an Amended and Restated Lease Agreement Between the Prince William Board of County Supervisors and Prince William Professional Baseball Inc. for the use of G. Richard Pfitzner Stadium, a copy of which is attached hereto, and does hereby authorize the County Executive to sign such agreement on behalf of the Board.

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ATTACHMENT: Lease agreement titled "AMENDED AND RESTATED AGREEMENT FOR LEASE OF THE G. RICHARD PFITZNER STADIUM FOR PROFESSIONAL BASEBALL AND CONCESSION SALES"

Votes:

Ayes:

Nays:

Absent from Vote:

Absent from Meeting:

For Information:

Budget Director

Finance Director

County Attorney

ATTEST: _____

Clerk to the Board

**AMENDED AND RESTATED AGREEMENT FOR LEASE OF THE G.
RICHARD PFITZNER STADIUM FOR PROFESSIONAL BASEBALL
AND CONCESSION SALES**

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is entered into this _____ day of _____, 2017, by and between the Board of County Supervisors of Prince William County, Virginia ("County") hereinafter designated as "County" and the Prince William Professional Baseball Club, Inc., hereinafter designated as "the Baseball Club" or the "Club."

WITNESSETH:

WHEREAS, the Club desires to operate a professional baseball team in Prince William County and to use the G. Richard Pfitzner Stadium for such purposes; and

WHEREAS, the County and the Club previously entered into that Agreement for Lease of the G. Richard Pfitzner Stadium for Professional Baseball and Concession Sales dated July 15, 2015 ("2015 Lease"); and

WHEREAS, the County and the Club have agreed to amend certain provisions of the 2015 Lease concerning the term, use of the stadium, advertising rights, marketing trades, parking, capital improvements and Minor League standards variances, and to thereafter restate the amended and other provisions of the 2015 Lease in this Agreement; and

WHEREAS, the County wishes to lease the G. Richard Pfitzner Stadium to the Club in consideration of the mutual promises of the parties set out herein;

NOW, THEREFORE, BE IT AGREED BETWEEN THE PARTIES THAT THE 2015 LEASE IS SUPERSEDED IN ITS ENTIRETY AND REPLACED AND AMENDED BY THIS AGREEMENT AS FOLLOWS:

1. Lease of the premises.

The Club hereby leases, and the County hereby lets, the G. Richard Pfitzner Stadium, hereinafter designated as "the Stadium," for the purposes of exhibition by a professional baseball team franchised to or owned by the Baseball Club, according to the terms and conditions set forth in this Agreement. A description of the property subject to this lease is attached hereto as **Exhibit 1**.

2. Game dates and scheduling.

- (a) The Club may use the Stadium for seventy (70) regularly scheduled baseball games annually, for the 5 days prior to opening day as the team arrives from Spring Training Camp, and for title or play-off games in which the Club is entitled to participate. The complete schedule of proposed

game dates for the season will be furnished by the Club to the County by January 1 of each year or as soon thereafter as the season schedule is set by the professional baseball league with which the Club is affiliated, which schedule shall thereafter be deemed incorporated as part of this contract. Any amendments to the scheduled dates shall be coordinated with the Director of Parks and Recreation, or his/her designee. In addition, the Club shall have the right to use the Stadium for up to twenty (20) additional days, annually, on the same financial terms specified herein for game days. Any non-baseball events are subject to the approval of the County, which approval shall not be unreasonably withheld. The Club will notify the County of its request to schedule a non-baseball event 30 days prior to the date of the event. There shall be no guarantee of the availability of any particular date, but the Club shall have the first priority after the County.

- (b) The County may schedule events at the Stadium on game days with the prior consent of the Club, which consent shall not be unreasonably withheld. The County may schedule events at the County Complex plaza area on game days other than July 4th. The County will coordinate the scheduling of these events with the Club.
- (c) The Stadium shall be made available to the Club at 8:00 a.m. of each game date. All games shall start and end at times in accordance with the rules and regulations of the professional league with which the Club is affiliated, and in accordance with any ordinances and regulations of Prince William County.
- (d) The Club shall be given first priority before the County in allocation of Stadium use on non-game days for the scheduling of practices and exhibition games. Decisions as to the use of the Stadium for such purposes shall lie in the sole discretion of the County, which shall not be unreasonably withheld.

3. Lease term.

This lease shall be effective as the first day of January 2016 and shall terminate on the 31st day of December 2018, with the option of two, twelve month extensions: January 1st, 2019-December 31st, 2019 and January 1st, 2020-December 31st, 2020), provided that nothing contained herein shall be construed to bar written amendments hereto mutually agreeable to the parties. If a new stadium is built and ready for occupancy during the term of this lease, this lease will be terminated in its entirety.

4. Advanced notice for renewal.

The Club shall submit written notification to the Parks and Recreation Department Director by September 1st of the preceding lease term to extend the term of this Agreement. If the Club does not submit notice for the first option by September 1, 2018 this Agreement will terminate as of December 31, 2018. If the Club timely submits its notice exercising the first option but does not submit notice for the second option by September 1, 2019 this

Agreement will terminate as of December 31, 2019.

5. **Concession rights.**

- (a) The Club shall have the right to sell concessions at the Stadium during all baseball games or to maintain an appropriate contract with a concessionaire for the sale of concessions at all Club baseball games. The Club or the concessionaire may sell alcoholic beverages, within the Stadium itself, upon receipt of an appropriate license from the Virginia Alcoholic Beverage Control Board.

6. **Guarantee of direct cost reimbursement.**

The Club guarantees that it will reimburse the County for 71% of the electric bill for the stadium, after hours for use of lighting are deducted for: 1) community use; and 2) hours while lights are being tested for maintenance purposes. The County will provide to the Club copies of utility bills within 15 days of the end of each month for the prior month's services. The Club shall make 2 payments to the County each year; 1) on May 15, which is the remaining balance of the prior year's electric bill reimbursement payment, and 2) on August 15 which will be 50% of the previous year's electric bill reimbursement payment. In the final year of this lease, all unreimbursed amounts shall be due and payable by the Club by December 31 of that year, except for any electric utility bill due for December of that year which shall be payable no later than February 15th of the following year. Any payment due from the club which is not received by the County on or before the due date, or, which is not in the proper amount, shall be subject to a late charge of one percent (1%) per month (or portion thereof), on the unpaid balance, until paid.

7. **Stadium maintenance.**

The Club and the County will split the responsibilities for stadium maintenance as outlined in the attached **Exhibit 2**. The County will perform those items shaded in green and which are marked by "PA" at the beginning of each row on **Exhibit 2**. The Club will perform those items shaded in red and which are marked by "Nats" at the beginning of each row on **Exhibit 2**. The County shall furnish both hot and cold water for the locker rooms, all water and electricity for the Stadium, and regular and ordinary maintenance, and minor repair, of the non-playing field areas of the Stadium, including but not limited to the parking lot, fencing, concession areas, buildings, spectator seating and office areas (excluding buildings and property that are owned by the Club.) At the conclusion of each season, an annual inspection of the facility will be conducted with representatives from the County and the Potomac Nationals to ensure the facility is free of debris and properly cleaned before shutting down for the winter. The County will continue to share the use of equipment necessary to maintain the playing field and will provide fuel and maintenance support for the equipment used to maintain the Stadium playing field. However, when any piece of equipment that is solely used for maintaining the Stadium playing field needs replacement, as determined by the County the Club will purchase the new item.

8. Lighting control.

The Parks and Recreation Department shall, in conjunction with the Club, control the Ballfield lighting system so as to insure that the Club shall have proper light without waste of current.

9. General offices and locker room.

The County shall provide all existing office space within the upper level of the Stadium as general offices for the Baseball Club, and the Club shall be responsible for the inside painting of said offices and their maintenance. The Club shall provide its own telephones and be responsible for all telephone service used by it. Any changes or modifications in existing facilities made by the Club shall be subject to the prior approval of the County and shall be at the Club's expense. The Club shall have exclusive use of the general offices and the home team locker room for the remainder of the term of the Agreement.

10. Scoreboard.

The Club shall, at its expense, maintain an electric scoreboard and use such scoreboard for advertisements approved by the County, which approval shall not be unreasonably withheld. Upon termination of this lease, the Club shall insure that clear title to the scoreboard shall pass to the County without further cost to it unless the Club moves the Scoreboard to a new stadium in Prince William County, and in such case, the Club will then replace the scoreboard with an electric scoreboard suitable for community use. The County may have use of the scoreboard when it is not being used by the Baseball Club, provided that the County engages employees of the Club to operate it, and at a rate of \$20/hour per employee.

11. Installation of fixtures.

Permanent fixtures installed by the Club shall require prior written authorization of the County, and shall become the property of the County upon termination of this lease or any extension thereof. Any new equipment that requires utility support shall require prior authorization of the County. All Club-owned personal items shall remain the property of the Club and shall be removed within thirty (30) days after termination. Personal items not removed within such period shall be deemed abandoned and shall become property of the County.

12. Pre- and post-game shows.

- (a) The Club may provide pre- and post-game entertainment shows upon prior approval of the County, which approval shall not be unreasonably withheld.
- (b) The County shall limit play on the softball fields located at the Stadium so that they end at 5:45 p.m. on Saturday nights during June, July and August after school has let out for the summer.

13. Parks and Recreation Department retained uses of the Stadium.

The County shall retain the ability to schedule up to fifteen (15) community use games, outside tournaments, and non-sporting special events annually, and can be scheduled during the Club's season on dates when the Club does not have home games or during the Club's off-season. These dates will be identified and agreed upon by the end of January of each year so that the County can schedule such community use games. The dates will be subject to the Club's schedule of home games, the full calendar year's schedule of field maintenance, and to other, previously approved, non-baseball events scheduled by the Club to be held at the stadium. If the Stadium playing field becomes unavailable because of unanticipated field maintenance issues, such community use games may be rescheduled or moved to other sites. The County will be responsible for reimbursement to the Club for any expense related to damage to the field beyond normal usage during a community use event, and the Club will provide an employee of its field maintenance staff to be onsite during such events at the sole expense of the Club. The County shall have the right to sell food and beverages during community games, outside tournaments, and special events using their own staff or third party vendors. The Club may submit proposals for food and beverage sales by Club concession services for County events in lieu of the County arranging their own vending services, but the County is not obligated to use Club concession services or share profits.

14. Indemnification and provision of insurance.

- a. The Club shall at all times defend, indemnify, and hold harmless Prince William County, and its Board, all of their officers, agents and employees, from any and all property or personal injury or other claims of any kind whatsoever, and all costs, expenses, attorney's fees, judgments and settlements thereof, which may arise out of the operation of the Club or any baseball team hereunder, or which may be occasioned by any act or omission on the part of the Club, its agents or employees or servants.
- b. The Club shall procure and maintain general liability and property damage insurance policies for the duration of this Agreement or any extensions thereof and shall identify the County as a named insured thereon. The limits of any general liability insurance shall be not less than \$2,000,000 per occurrence with a \$5,000,000.00 aggregate. A copy of all policies of insurance obtained hereunder shall be filed with the Director of Parks and Recreation, together with satisfactory evidence of payment of premium prior to January 1 of each year in which this Agreement shall remain in effect, and in any event upon initial execution hereof. Any policy shall contain a clause requiring the insurer to provide written notice to the County of non-payment of premium, and ten (10) days written notice of cancellation.

15. Lease not to be assignable.

This Agreement may not be assigned in whole or in part, nor any sub-lease agreement entered into, without the express written consent of the County.

16. Sale of advertising rights.

The Club shall have the exclusive rights to sell advertising at the Stadium during those times when it shall have the right to use of the Stadium, subject to the Ballpark Advertising Guidelines attached hereto as Exhibit 4 and the following:

The County, at its discretion, may at times other than scheduled game dates contract with corporate or local organizations to underwrite special events in return for advertisement. The advertisers will have the right before March 15th and after September 15th (or the conclusion of playoff games or such time as the field is being prepared to be winterized) of each year to remove or cover any existing ads at their discretion upon approval of the County. All removed or covered ads will be returned to their original state before the next official game.

- a. All Club advertising shall be subject to approval by the County, which approval shall be in the sole discretion of the County which approval shall not be unreasonably withheld.
- b. Notwithstanding the provisions of this section, the County retains the right to sell advertising or the rights thereto to other parties during seasons other than the baseball season.
- c. The County reserves the right to place one billboard advertising the County.

17. Marketing trades.

The Department and the Club may negotiate marketing trades or equal value via separate agreement.

18. Taxes.

The Club agrees to pay all real, personal property, sales and income taxes applicable to them.

19. Control of parking.

- a. The Club shall control all parking at the Stadium, on game days and on such other days as the Club holds events pursuant to Paragraph 2(a) above and shall insure that sufficient personnel are provided for orderly ingress and egress of vehicles and patrons. In the event that Prince William County Police or Prince William Park Rangers are utilized to assist with crowd, parking or ingress/egress control, the Club shall consult with a designee from the Prince William County Police Department to identify the number and types of resources needed to support the event. When Prince William County Police or Park Rangers are utilized in support of an event scheduled by the Club, the respective agencies will be reimbursed for the expenses incurred to support the event. The Club shall be responsible for the provision of staff

necessary to ensure the orderly ingress and egress of vehicles and patrons regardless of the imposition by the Club of any fee for parking. The Club shall further insure that community games, outside tournaments, and special event participants at the Stadium and their guests are provided parking without the imposition of any fee other than that imposed, collected and retained by the County. It is the responsibility of Parks and Recreation to ensure all participants are aware of the parking areas available for their use.

- b. Use of the parking lots at the County Complex by the Club shall be in accordance with Exhibit 3, as negotiated with the Board of County Supervisors. Club use of the Prince William County Service Authority parking lot shall be negotiated directly with the Service Authority.

20. **Default.**

- a. Time is of the essence of this lease agreement. If the Club defaults in the payment of direct cost reimbursement or any part of the direct cost reimbursement within thirty (30) days after the date due, or if the Club defaults in the performance of any other term or covenant or condition of this lease and fails to correct the default or commence corrective action within ten (10) days after receipt of written notice to do so then the Club shall be considered to be in default and to have breached this agreement.
- b. Waiver by the County of any breach by the Club of any covenant, term, duty or condition of this lease shall not be a waiver of a breach of any other covenant, term, duty or condition of the Club or of any subsequent breach of the same covenant term, duty or condition.

21. **Breach and termination.**

- a. Upon termination of this agreement, for whatever reason, the Club shall, in addition to such other obligations as it may then have, insure reimbursement to season ticket holders for all remaining games not able to be played. The Club further agrees that it shall not pledge fixtures as security for any debt or other obligation. The Club shall indemnify and hold the County harmless from any and all debts and obligations incurred by the Baseball Club on its own behalf.
- b. Notwithstanding any other possible incident of breach or default, the Club will be deemed to have substantially breached this Agreement if payments required hereunder are not made with 30 days of the due date.
- c. If, during the term of this lease or any extension thereof, the Club moves the franchise to another location or sells or otherwise transfers the franchise to another entity that moves the franchise to another location, the County may

terminate this lease and the Club shall continue to be liable for the direct cost reimbursement due the County for the Club's share of utility expenses incurred up to the date of termination. For the purposes of this paragraph, the parties agree that the direct cost reimbursement to be paid to the County shall be a sum equal to the highest amount of direct cost reimbursement paid or due to the County for any of the previous three years. Direct cost reimbursement due pursuant to this paragraph shall be paid as provided in Paragraph 5. Upon termination of this lease agreement, the Club shall have the first right of refusal with respect to a new lease of the Stadium in the event that it shall reacquire the franchise, or obtain a new franchise.

22. Capital improvements.

The County is under no obligation to construct capital improvements to the Stadium to comply with any requests by the Club, including any request to comply with Major League Baseball's "Standards for Existing Minor League Playing Facilities" for Class A facilities. However, any capital improvements previously made to the stadium, or which may hereafter be made to the stadium shall become the property of the County upon termination of this Agreement.

23. Variance from Minor League standards.

By executing this lease, the Club agrees to pursue a second variance extension from Minor League Baseball to play at Pfitzner Stadium through the 2020 season without the need to make any additional improvements to the stadium. Should a variance be denied, the Club shall not hold the County liable for the cost of any improvements or any financial loss. Should the Club be unwilling to make improvements at its own expense, its sole remedy would be to continue to play in the unimproved stadium for the remainder of the lease term, or to relocate to another facility at no cost or liability to the County.

24. Damage, destruction or declaration of decertification.

- a. If the premises shall be so damaged through no fault of the Club by elements, casualty, war, insurrection, riot, public disorder, or any authorized act upon the part of any governmental authority so as to be substantially destroyed to such an extent that the same cannot safely be used by the Club for the purposes of professional Class A baseball, then this Agreement shall be terminated at the Club's option without any liability of the Club to the County except for the payment of direct cost reimbursement accrued to the date of termination.
- b. If the facility fails to achieve compliance with the minimum required standards for Minor League Playing Facilities for Class A baseball established by the National Association of Professional Baseball Leagues and Major League Baseball for existing facilities such that the Club has been notified in writing that such noncompliance will result in the Club's

franchise being decertified from its Major League Player Development Contract, then the County may consider an agreement to permit the construction of improvements. However, the County has no obligation to fund or construct any such improvements. Moreover, if the County should decide, in its sole discretion, not to fund or construct any future improvements requested, or required, by the Club or Minor League Baseball, the County will have no liability or responsibility to the Club, and the Club's only recourses or remedies to such refusal would be to terminate the lease, continue to play in the unimproved stadium for the remainder of the lease term, or to relocate to another facility at the Club's own expense. If the County and the Club are unable to agree on the cost allocation of any required improvement necessary to comply with the minimum standards, then the Club shall use its best efforts to obtain a variance from the Major League Team and/or the National Association of Professional Baseball Leagues from that requirement.

If the County elects, in its sole discretion, not to reconstruct a damaged facility or comply with the requirements of the "Standards for Minor League Playing Facilities" for existing facilities for Class A baseball, then the Club may pursue only the following two remedies:

- (1) Temporary or permanent, relocation to another facility at the Club's own expense if the Stadium compliance/reconstruction is achievable within the current season. Direct cost reimbursement due the County will be abated during the term of the relocation.
- (2) Termination of the Agreement with no further liability except for payments accrued to the date of termination.

The County shall not be liable for any consequential damages or business losses of any nature whatsoever suffered by the Club during any such period requiring relocation, suspension or termination of activities.

25. Annual Financial Report.

- a. The Club shall provide to the County by May 1" of each year, during the term of this lease or any extension thereof and for the year following the termination of this lease a true copy of its Federal income tax return for the prior year, unless the Club has obtained an extension for the filing of its income tax return, in which case the above mentioned copy will be provided at the time the income tax return is filed. The Club shall also provide to the County an annual financial report of its gross receipts and expenditures for the year on which the federal income tax return is based. This annual report shall be provided to the County at the same time as the Federal income tax returns.
- b. The Club shall have the right to request and review the documents that

support the County invoices for direct expenses.

26. Non-Competition.

The parties agree that during the duration of the lease, the County will not lease the Stadium to any other professional baseball team for use as its "home field" for regularly scheduled ball games. The County may lease the Stadium to a local community baseball team for occasional and sporadic exhibition games, clinics, tryouts and similar events and to non-professional baseball teams. The County also reserves the right to lease the Stadium to professional or semi-professional softball teams, and any other team for any other non-baseball related sport.

27. Integration clause.

This Agreement, together with any Addenda and exhibits thereto shall constitute the entire Agreement of the parties. There are no other promises, terms, conditions or obligations other than those contained herein; and, this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto:

28. Miscellaneous.

- (a) The Club shall comply with all applicable federal, state and local laws and regulations including, but not limited to the Prince William County Noise Ordinance.
- (b) In the event that the County leases the Stadium for any professional sporting event other than that provided by the Club, the Club may, in conjunction with the County, examine the condition of the playing field and the Department of Parks and Recreation shall restore the playing field to its condition prior to the other professional sporting event.
- (c) The County's responsibility for capital maintenance of the Stadium shall be limited to the amount of money appropriated to the County by the Board of County Supervisors and budgeted by the County for that purpose.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers thereunto duly authorized all on the day and year first above written and this instrument is executed in duplicate.

ATTEST

Prince William
Board of County Supervisors

Witness

BY _____
Chairman

Prince William Professional
Baseball Club, Inc.

BY _____
President

**COMMONWEALTH OF VIRGINIA
PRINCE WILLIAM COUNTY; TO WIT:**

I HEREBY CERTIFY that on this ____ day of _____, 2017, before me, a Notary Public, Chairman of the Prince William County, Virginia, whose name is signed to the foregoing Lease, appeared before me and acknowledged the same.

Notary Public

My Commission Expires: _____

STATE OF _____
COUNTY OF _____;

I HEREBY CERTIFY that on this ____ day of _____, 2017, before me, a Notary Public, that _____, the President of Prince William Professional Baseball Club, Inc., whose name is signed to the foregoing Lease appeared before me and acknowledged the same.

Notary Public

My Commission Expires: _____

**AGREEMENT FOR LEASE OF THE G. RICHARD PFITZNER
STADIUM FOR PROFESSIONAL BASEBALL AND CONCESSION
SALES**

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

The Board of County Supervisors of William County, Virginia (the "County") is the owner in fee simple of a certain parcel of land (the "Property") containing 65.5468 acres situated in the Coles Magisterial District of Prince William County and more particularly identified as GPIN 8193-04-9341, 7 County Complex Court, Prince William, Virginia. The County acquired said Property, along with other parcels, from the Prince William County Park Authority by Deed recorded as Instrument No. 201206210058314 among the land records of Prince William County.

EXHIBIT 2
Detailed Service Level Information / Proposed Maintenance Plan for Pfitzner Stadium
Baseball Field - 2012

	Item Description	Parks Current Level	P-Nats Additional Services
PA	Install growth blankets (contract)	N/A	N/A
PA	Irrigation start-up, adjust, winterize; water	March - November	N/A
PA	Trash	Five times per week	Materials only - 0% custodial supplies
PA	Restrooms	Daily April - November Non-Nationals	Materials only - 0% custodial supplies
PA	Sound system maintenance and repairs	N/A	Two times per year
PA	Interior cleaning visitor locker room	N/A	One time per year
PA	Stock/inventory custodial supplies	N/A	March and June
PA	Annual house cleaning - Nationals	N/A	Two times per year
PA	Pressure Wash Grandstand, Concourse, etc.	N/A	Two times per year
PA	Soap/paper dispensers annual cleaning/inspection	One time per year	N/A
PA	Backstop Netting Maintenance	One time per year	N/A
Nat	Trash	Five times per week	Materials only - 100% custodial supplies
Nat	Restrooms	Daily April - November Non-Nationals	Materials only - 100% custodial supplies
Nat	Mowing - reel	Three times per week (during season)	Once/game (up to 4 additional mowings per week)
Nat	Repair field mounds/plates w/ new clay	Five times per week (recycling material)	Once/game (up to 2 additional repairs per week, recycling material)
Nat	Light nail drag in 2 directions	Five times per week (drag mat, hand rake)	Once/game (up to 2 additional repairs per week)
Nat	Irrigation test monthly, repair, operate	March - November	N/A
Nat	Scout field daily for pests	Daily	N/A
Nat	Soil test spring and fall	One time per year	N/A
Nat	Fertilize	Five times per year	One time per year
Nat	Weed control, Insecticide, Fungicide Application	Seven times per year (or as needed by inspection)	N/A
Nat	Lime	One time per year	N/A
Nat	Aerate 4", remove cores, topdress (contract)	Five times per year (no core removal or topdressing)	One time per year (no core removal or topdressing)
Nat	Seed	Two times per year	N/A
Nat	Annual Field Prep - Add clay/sand, edge base lines, warning track, build mound, transit, install plates	One time per year	One time per year
Nat	Sod repairs	One time per year	One time per year
Nat	Topdress low areas	One time per year	N/A
Nat	Outfield Wet Lining - layout, paint lines	Four times per year	One time per home stand
Nat	Scrape and paint foul poles	N/A	One time per year
Nat	Nationals' grounds crew training	N/A	One time per year
Nat	Infield dirt watering - 2 or 3 times daily	N/A	Custom watering each home game
Nat	Hose lip	N/A	Once per month April - August
Nat	Backfill hosed lips	N/A	Once per month April - August
Nat	Check all measurements, slopes	N/A	Two times per month April - August
Nat	Edge field	N/A	Once each home stand
Nat	Backfill warning track edges, grade	N/A	Two times per month April - August
Nat	Monthly April - August Rotovate/grade infield (no laser)	N/A	Monthly April - August Rotovate/grade infield (no laser)
Nat	Pressure wash and place trash cans	N/A	One time per year
Nat	Walk through / follow up cleaning crew	N/A	As Needed
Nat	Monitor 1st Home Stand	N/A	One time per year
Nat	Umpire locker room floor paint	N/A	One time per year
Nat	Inclement Weather Prep	N/A	As Needed

**AGREEMENT FOR LEASE OF G. RICHARD PFITZNER STADIUM
FOR PROFESSIONAL BASEBALL AND CONCESSION SALES**

**EXHIBIT 3
PARKING**

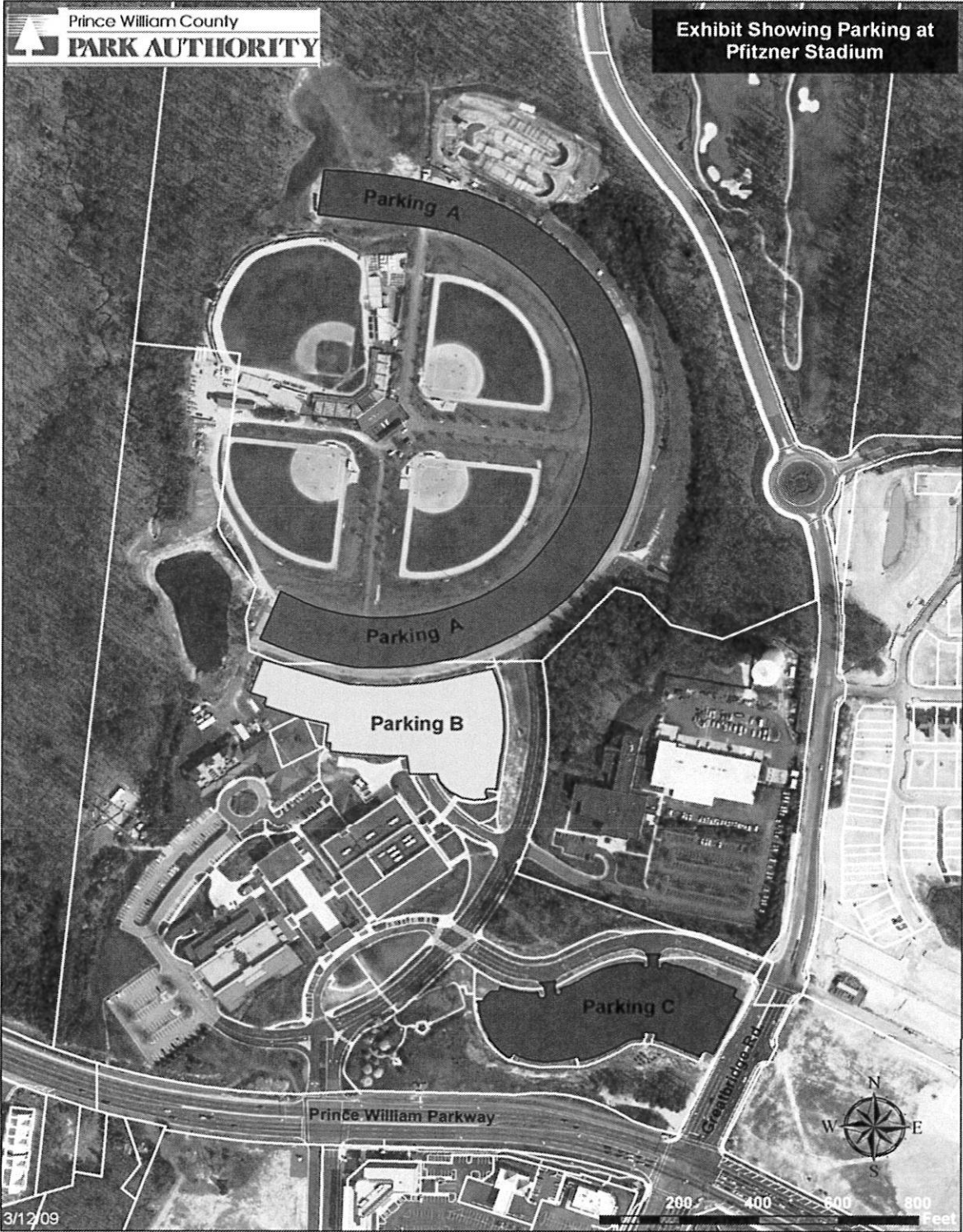


EXHIBIT 4

BALLPARK ADVERTISING GUIDELINES

1. Purpose.

A. These guidelines are adopted by the Board of County Supervisors of Prince William County (the “Board”), the governing body of Prince William County, Virginia (the “County”), a political subdivision of the Commonwealth of Virginia (the “Commonwealth”). The County owns or will own Pfitzner Stadium (the “Ballpark”), which is or will be leased to a tenant operating a minor league baseball franchise (the “Tenant”). As a provision of that lease (the “Lease”), the Board will allow the Tenant to sell advertising in the Ballpark, but only in accord with these guidelines.

B. These guidelines are intended to maximize the overall revenue-generating capacity of the Ballpark so the Board and County can meet their financial obligations with respect to the Ballpark, by ensuring that advertising displayed at the Ballpark do not threaten the ability of the Ballpark to generate revenue from other advertisers and users of the Ballpark. The Board recognizes that such revenue may be threatened if advertising or appearing at the Ballpark causes adverse reactions from other advertisers or users of the Ballpark. These guidelines also are intended to avoid any public perception that the Board or County endorses any particular advertising at the Ballpark and to ensure that any such advertising does not interfere with public safety or proper maintenance and upkeep of the Ballpark.

C. These guidelines are intended to create definite, objective, uniform, and enforceable standards for advertising appearing at the Ballpark.

D. The Board intends that the Ballpark shall not be allowed or caused to become a public forum for the dissemination, discussion, or debate of ideas. The Board adopts these guidelines with the express intent of preventing the Ballpark or any portion thereof from becoming a public forum.

E. The Board may amend these guidelines at any time as necessary to prevent the Ballpark or any portion thereof from becoming a public forum, based upon changes in law or relevant court interpretations of law subsequent to commencement of the Lease.

F. The Tenant’s rights to sell advertising at the Ballpark are as set forth in the Lease. Except for the rights granted by the Board to the Tenant in the Lease, at any time the Board may ban completely all other advertising on Ballpark property and direct that no new advertisements be accepted for display. Furthermore, the Board may remove or cause to be removed any advertising on Ballpark property that does not comply with these guidelines.

G. These guidelines set out below do not apply to advertisements provided by any agency of government of the County or the Commonwealth. The Board retains complete discretion to control all such advertising in any manner it determines best serves the interests of the County.

However, all such advertising shall comply with any requirements as described below in Section 3 regarding size, materials, and placement.

2. Advertising Standards. All advertising at the Ballpark must meet the following standards:

A. Only advertisements primarily for the purpose of promoting commercial goods or services are permitted. All other advertising, including but not limited to (1) public service, public issue, and political advertising and (2) advertising only incidentally promoting a commercial transaction, is prohibited.

B. Only advertisements for commercial goods or services that lawfully may be purchased in the County by residents of the County, regardless of age and without the consent of any other person, are permitted.

C. Notwithstanding the provisions of subsections A and B immediately above:

1. False, misleading, deceptive, or libelous advertising is not permitted.

2. Advertisements for motion pictures and other forms of graphic entertainment rated "R" are permitted, provided that the contents of the advertising or messaging do not include any material responsible for the "R" rating.

3. Advertisements portraying or describing nudity, obscenity, sexual conduct, sexual excitement, or sadomasochistic abuse are not permitted.

4. Advertisements portraying or describing tobacco products or controlled substances are not permitted.

5. Advertisements supporting, opposing, portraying, or describing any political candidate, issue, or cause, or any public service, issue, or cause, or any religion, denomination, creed, tenet, or belief are not permitted.

6. Advertisements for lotteries promoting the sale of tickets for lotteries conducted by the Commonwealth of Virginia are permitted.

7. Advertisements for a controlled substance that may be purchased lawfully in the County only with a medical or therapeutic prescription issued by a practitioner of medicine, osteopathy, podiatry, dentistry, or veterinary medicine who is authorized by law to prescribe controlled substances are permitted.

8. Advertisements for motor vehicles are permitted.

9. Advertisements for alcoholic beverages that legally may be sold in the County, for establishments where such alcoholic beverages are sold, and for companies that distill, brew, or otherwise make such alcoholic beverages, are permitted.

10. Advertisements appearing to contain an explicit or implicit endorsement of any product or service by the Board or County are not permitted.

11. In the event any advertising or messaging appears to be permitted by one standard set out herein but not permitted by another such standard, the advertisement is not permitted. In any case where there is any reasonable doubt whether a particular advertisement is permitted by these guidelines, the advertisement is not permitted. Under no circumstances will any agent, employee, or contractor of the Ballpark, Board, or County have the discretion to permit or not permit any advertisement, but instead all such agents, employees, and contractors shall adhere strictly to the standards set out in these guidelines.

3. Size, Material, and Placement. The Board, directly or through an appropriate County agency, has the right to approve or disapprove the size, materials, and placement of advertisements at the Ballpark, in order to ensure that such advertisements or messaging do not create a potential safety hazard, obscure identifying features of the Ballpark, or interfere with maintenance or upkeep of the Ballpark.



Christopher E. Martino
County Executive

COUNTY OF PRINCE WILLIAM

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October 11, 2017

TO: Board of County Supervisors

FROM: Seth Hendler-Voss
Parks and Recreation Director

THRU: Christopher E. Martino
County Executive

RE: Authorize an Amended and Restated Lease Agreement Between the Prince William Board of County Supervisors and Prince William Professional Baseball Inc., for the use of G. Richard Pfitzner Stadium- **Occoquan Magisterial District**

I. Background on the subject in chronological order is:

- A. Potomac Nationals Minor League Baseball - For 33 seasons, a Minor League Baseball Team has provided recreational and tourism opportunities to Prince William County, drawing an estimated 6+ million spectators and creating approximately 6,500+ part-time and full-time jobs.
- B. Property Acquired – The land for the Prince William County Stadium Complex was acquired in 1982. The stadium was completed in 1984 and leased by the Park Authority for use as a minor league baseball stadium. With the merger of the Park Authority and the County in 2012, the County became the lessor under the lease and the County assumed all commitments and responsibilities set forth in the lease.
- C. Current Lease Approved – On July 14, 2015, the Board of County Supervisors approved a new, three-year stadium lease with Potomac Nationals (PNATS), which expires on December 31, 2018. The lease allows amendments (Sec 3).

II. Current Situation is as follows:

- A. Stadium Lease Expires – The current lease with the PNATS for the use of Pfitzner Stadium expires December 31, 2018.

- B. Variance Through 2015 Season – In 2011, the President of Minor League Baseball granted a variance from field grade standards specified in the Major League Rule (“MLR”) 58 Facility Standards and permitted minor league play to continue at Pfitzner Stadium through the conclusion of the 2015 season. The terms of the variance stated that the President of Minor League reserved the right to require additional corrective measure to bring the field into full compliance with MLR 58 Facility Standards if the Potomac Nationals have not opened a new stadium by 2016.
- C. Visitor’s Clubhouse Improvements – Visitor Clubhouse Improvements were completed by the County prior to the 2016 season at the behest of Minor League Baseball, which stated the PNATS would not be permitted to play at Pfitzner Stadium beyond the 2015 season unless improvements were made to the visitors’ clubhouse. According to the PNATS, the extent of the required improvements was determined through a ruling by the President of Minor League Baseball, and are not necessarily based on MLR 58 Facility Standards. The President of Minor League Baseball provided written confirmation to the Potomac Nationals that the Visitor’s Center Clubhouse improvements would qualify for a variance extension through the 2018 playing season.
- D. Request for Lease Extension – PNATS ownership has requested a 24-month extension to the current lease. A lease amendment, with two one year options serves to allow the PNATS to extend the current lease until December 31, 2020, and has been reviewed by County staff and the Potomac Nationals.
- E. Board of County Supervisor’s Directive –The Department of Parks and Recreation has been issued a directive [DIR 17-54] from the Board of County Supervisors to “look at options for the continued use of Pfitzner Stadium including a review of old county records of how fields would be allocated should the facility cease to be used by professional baseball.” While this lease amendment represents a short term solution, staff continues to work towards finding a long term use for the stadium.
- F. Further Variance – By executing this lease amendment, the PNATS must agree to pursue a second variance extension from Minor League Baseball to play at Pfitzner Stadium through the 2020 season. Should a variance be denied, the Club shall not hold the County liable for the cost of improvements or any financial loss. Should the PNATS be unwilling to make improvements at their own expense, their sole remedy would be to continue to play in the unimproved stadium for the remainder of the lease term, or to relocate to another facility at no cost or liability to the County.

- G. Public Hearing – A public hearing is scheduled for October 17, 2017, to consider the execution of a lease amendment for the current lease between the Prince William Board of County Supervisors and Prince William Professional Baseball Inc., for the use of G. Richard Pfitzner Stadium through 2020. The public hearing was advertised in a newspaper of general circulation once each week for two consecutive weeks.
- H. Board Action Requested – The Board of County Supervisors is requested to authorize an amended and restated to Lease Agreement between the Prince William Board of County Supervisors and Prince William Professional Baseball Inc., for the use of G. Richard Pfitzner Stadium.

III. Issues in order of importance are:

- A. Service Level/Policy Issue – How does approving the lease amendment impact service level to the citizens?
- B. Timing – What are the timing issues related to the lease amendment?
- C. Fiscal Impact – Is there a financial impact to the County?
- D. Legal – Has the lease amendment been reviewed by the County Attorney's office?

IV. Alternatives in order of feasibility are:

- A. Authorize an amended and restated Lease Agreement between the Prince William Board of County Supervisors and Prince William Professional Baseball Inc., for the use of G. Richard Pfitzner Stadium.
 - 1. Service Level/Policy Issue – Approving the lease amendment will allow the PNATS to continue to play at Pfitzner Stadium through the 2020 season should they exercise both twelve month options. This provides the residents of the County the opportunity to watch a Minor League Baseball team at a reasonable price, inside Prince William County.
 - 2. Timing – PNATS ownership has requested the lease amendment as soon as possible.
 - 3. Fiscal Impact – The lease agreement between the PNATS and the County requires the PNATS to perform all maintenance to the field and provide custodial service to the locker rooms, concourse, concessions and administrative areas as well reimburse the County for utility costs. The County is responsible for all water and electricity for the Stadium and regular and ordinary maintenance and minor repair of the non-playing

field areas of the Stadium, including but not limited to the parking lot, fencing, concession areas, buildings, spectator seating, and office areas. The County is under no obligation to fund capital projects.

4. Legal – The lease amendment to the current lease agreement was drafted, by the Parks Department and reviewed by the County Attorney’s Office.

B. Take No Action

1. Service Level/Policy Issue – The PNATS will need to find an alternative location to play, and that may result in the team leaving Prince William County.
2. Timing – The current lease will expire on December 31, 2018.
3. Fiscal Impact – None
4. Legal – None

V. Recommendation Board of County Supervisor’s discretion.

Staff Contact: Seth Hendler-Voss, 703-792-4284