CITY OF HAMILTON

COMMUNITY SERVICES DEPARTMENT
Recreation Division

TO: Mayor and Members
General Issues Committee

WARD(S) AFFECTED: CITY WIDE

COMMITTEE DATE: December 12, 2011

SUBJECT/REPORT NO:
2012 Molson AHL Outdoor Classic & related events - January 16 - 28, 2012 at Ivor Wynne Stadium (CS11101) (City Wide)

SUBMITTED BY: Joe-Anne Priel
General Manager
Community Services Department

PREPARED BY: Diane LaPointe-Kay
905 546-2424 ext 4610

SIGNATURE:

RECOMMENDATION

(a) That the General Manager of Community Services be authorized and directed to negotiate and finalize the licence agreement with the Hamilton Bulldogs Hockey Club and any agreements with other parties for the use of Ivor Wynne Stadium for the 2012 Molson AHL Outdoor Classic and related events, scheduled from January 16-28th, 2012 in a form satisfactory to the City Solicitor; and,

(b) That the Mayor and City Clerk be authorized and directed to sign the licence agreement and related agreements between the Hamilton Bulldogs Hockey Club and any other parties for the 2012 Molson AHL Outdoor Classic scheduled at Ivor Wynne Stadium.

(c) That the net cost of the event of $55,000 be funded by the 2011 Recreation Division surplus.
EXECUTIVE SUMMARY

The American Hockey League (AHL) Hamilton Bulldogs Hockey Club plans to host the 2012 Molson AHL Outdoor Classic hockey events from January 16 to 28, 2012 at Ivor Wynne Stadium.

The major event highlights include:
- the 2012 PepsiCo AHL Outdoor Classic Alumni/Celebrity Game and post-game activities on Friday, January 20\textsuperscript{th}, at 7:30 p.m.,
- the 2012 Boston Pizza “Steeltown Showdown” between the Hamilton Bulldogs (AHL affiliate of the Montreal Canadiens) and the Toronto Marlies (AHL affiliate of the Toronto Maple Leafs) on Saturday, January 21\textsuperscript{st}, 2012 at 1:00 p.m.

The 2012 Boston Pizza “Steeltown Showdown” is expected to draw between 15,000 – 22,000 spectators or more in attendance.

The City of Hamilton requires a licence agreement with the Hamilton Bulldogs Hockey Club that outlines the terms and conditions for the approved uses, operational costs and expenses, revenue sharing of concessions, parking, snow removal for seating, playing field/rink and site, liability insurance, police/security plan, transportation plan and any other related requirements of Ivor Wynne Stadium facilities (attached as Appendix A to Report CS11101). In total the event organizers expect to use Ivor Wynne Stadium from December 28, 2011 to February 3, 2012 (38 days).

The Hamilton Bulldogs Hockey Club plan to provide programming and rent the NHL rink to various organizations for ice related activities and community use for two weeks.

Given that Ivor Wynne Stadium is normally closed for the winter season, the facility is being reopened to accommodate the events. Staff have been meeting with the Hamilton Bulldogs Hockey Club management to finalize event logistics. The City’s estimated costs associated with reopening and operating the facility for January are approximately $55,000. The direct costs associated with providing the Hamilton Bulldog’s community programs and major events at Ivor Wynne Stadium are approximately $35,000 over the two week period. The Hamilton Bulldogs Hockey Club is aware of the costs of reopening the building and the associated event costs. Staff continue to work with the Hamilton Bulldogs to finalize the costs and event details.

Staff are requesting that the net cost of the event of $55,000 be funded by the 2011 Recreation Division surplus.

Staff also request that the General Manager of Community Services be authorized and directed to negotiate and finalize the licence agreement with the Hamilton Bulldogs Hockey Club and any secondary agreements with other parties for the use of Ivor Wynne Stadium during the 2012 Molson AHL Outdoor Class events, scheduled from January 16-28\textsuperscript{th}, 2012 in a form satisfactory to the City Solicitor.
**Alternatives for Consideration – Not applicable**

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### FINANCIAL / STAFFING / LEGAL IMPLICATIONS

**Financial:** The City’s estimated costs associated with reopening the facility will be approximately $55,000 plus $35,000 in direct event expenses over a two week period. These costs are not included in Ivor Wynne’s operating budget and are required to reopen and operate the facility during the month of January. The stadium is a seasonal operation and is normally closed for use from December to March each year. Staff are requesting that the net cost of the event of $55,000 be funded by the 2011 Recreation Division surplus.

**Staffing:** Staffing requirements are based on the number of event programming days, operating requirements (ie snow removal) and major event day logistic requirements. Staffing costs associated with the events are to be incurred by the Hamilton Bulldogs Hockey Club.

**Legal:** There are no legal implications associated with Report CS11101

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### HISTORICAL BACKGROUND

The City of Hamilton was approached in August 2011 to provide Ivor Wynne Stadium as the venue for the 2012 Molson AHL Hamilton Outdoor Classic event hosted by Hamilton Bulldogs Hockey Club.

Meetings for the event planning started in early November by the Hamilton Bulldogs Club, event promoters and city staff. Planning for the event is ongoing and final logistics are well underway.

The American Hockey League (AHL) Hamilton Bulldogs Hockey Club plan to host the 2012 Molson AHL Outdoor Classic hockey events from January 16 to 28, 2012 at Ivor Wynne Stadium.

The major event highlights include:

- the 2012 PepsiCo AHL Outdoor Classic Alumni/Celebrity Game and post-game activities on Friday, January 20th, at 7:30 p.m.; and,
- the 2012 Boston Pizza “Steeltown Showdown” between the Hamilton Bulldogs (AHL affiliate of the Montreal Canadiens) and the Toronto Marlies (AHL affiliate of the Toronto Maple Leafs) on Saturday, January 21st, 2012 at 1:00 p.m.
The 2012 Boston Pizza “Steeltown Showdown” is expected to draw between 20,000 – 25,000 spectators.

The NHL size outdoor rink will be available to rent for public community programming during the day and evenings. (ie. hockey games, public skating, local events) The City of Hamilton has requested that an estimated 30 hours of free community ice time be available for local schools, public and family skating. The schedule and availability of use is being finalized.

The event is expected to receive national media coverage in both English and in French on the NHL network and through Rogers Sportsnet.

Similar AHL events have been held in Syracuse, New York (2010) and Hartford, Connecticut (2011) but this is the first time an event of this nature will be held in Ontario. Attendance for previous events has averaged 20,000-21,000 with similar participation numbers expected for the Hamilton Winter Outdoor Classic.

The City of Hamilton requires a licence agreement with the Hamilton Bulldogs Hockey Club that outlines the terms and conditions for the approved uses, operational costs and expenses, revenue sharing of concessions, parking, snow removal for seating, playing field/rink and site, liability insurance, police/security plan, transportation plan and any other related requirements of Ivor Wynne Stadium facilities. (See attached Appendix A – draft terms and conditions) In total the event organizers expect to use Ivor Wynne Stadium from December 28, 2011 to February 3, 2012. (38 days).

Given that Ivor Wynne Stadium is normally closed for the winter season, the facility is being reopened to accommodate the event. All costs associated with the opening of the facility are to be incurred by the Hamilton Bulldogs Hockey Club. Staff have been meeting with the Hamilton Bulldogs Hockey Club management to finalize event logistics.

Various city departments have been involved to provide input into the logistics of the event. Staff will continue to meet with the Hamilton Bulldogs Hockey Club to support them in their event planning and game day activities.

**POLICY IMPLICATIONS**

N/A
RELEVANT CONSULTATION

A steering committee was struck by the Hamilton Bulldogs Hockey Club to plan the event. City participants at the meetings have included the Community Services Recreation Division and Culture Division representatives.

In preparation for Report CS11101 and Appendix A – Hamilton Bulldogs Hockey Club – Key Terms and Conditions consultation and assistance is being provided by the Legal Department and Risk Management.

ANALYSIS / RATIONALE FOR RECOMMENDATION

The 2012 Molson AHL Outdoor Classic and related events will attract an estimated 20,000 - 25,000 participants and spectators. The January 21, 2012 game day event is expected to receive national media coverage in both English and in French on the NHL network and through Rogers Sportsnet.

ALTERNATIVES FOR CONSIDERATION

None

CORPORATE STRATEGIC PLAN


Financial Sustainability

• Delivery of municipal services and management capital assets/liabilities in a sustainable, innovative and cost effective manner

Healthy Community

• Plan and manage the built environment
• An engaged Citizenry
• Deliver sport and recreation activities and events that will enhance the quality of life for the residents of Hamilton.

Vision: To be the best place in Canada to raise a child, promote innovation, engage citizens and provide diverse economic opportunities.

Values: Honesty, Accountability, Innovation, Leadership, Respect, Excellence, Teamwork
APPENDICES / SCHEDULES

Appendix A to Report CS11101: Draft Key Terms and Conditions between the City of Hamilton and the Hamilton Bulldogs Hockey Club for the use of Ivor Wynne Stadium for the 2012 Molson AHL Outdoor Classic
DRAFT
KEY TERMS & CONDITIONS TO AN AGREEMENT

BETWEEN

THE CITY OF HAMILTON

AND

HAMILTON BULLDOGS HOCKEY CLUB

FOR THE USE OF IVOR WYNNE STADIUM FOR
THE 2012 MOLSON AHL OUTDOOR CLASSIC AND EVENTS

The Agreement will define the relationship between the City and the Hamilton Bulldogs Hockey Club for the use of Ivor Wynne Stadium to host the 2012 Molson AHL Outdoor Classic and related Events and Festivities, the draft key terms and conditions are as follows:

Hamilton Bulldogs Hockey Club shall:

Approved Uses and Purposes

- Enter, occupy and use Ivor Wynne for a term commencing December 28, 2011 and terminating February 3, 2012 (38 days).
- Enter, occupy and use Ivor Wynne for public ice availability (ie. High School Hockey/OUA Hockey, Private Rentals) January 16, 2012 through January 28, 2012 to be approved by the Recreation Director.
- Provide 30 hours of community ice time at no cost for public programming by the City of Hamilton. (public skating, daytime use for local schools and community in the area)
- Use during the term the visitor dressing room area identified for the participants of the games and agree to maintain in good and safe condition during the Term of the Agreement.
- Use of the Tiger Cats Football Club dressing room on January 20-21, 2012 for the participants of the games and agree to maintain in good and safe condition during the Term of the Agreement.
- Use of the media box during the games and agree to maintain in good and safe condition during the Term of the Agreement.
• Use of the Corporate Boxes and Hall of Fame Lounge during the games and agree to maintain in good and safe condition during the Term of the Agreement contingent upon the approval of the Hamilton Tiger Cats Football Club.
• Use of all seasonal washrooms to be fully operational on January 20 and 21, 2012. Use of designated washrooms available during other programming times.
• Enter, occupy and use onsite parking for emergency use only.
• Enter, occupy and use field of play.
• Use of stadium seating (25,000 seats) for events on January 20 and 21, 2012.

**Licence Fees and Other Considerations**

- Pay for the use of Ivor Wynne for the purposes set out above.
- Pay for event and programming expenses incurred by the City to make available the stadium between December 28, 2011 to February 3, 2012 inclusive (total 38 days).
- The Licencee shall be charged a rental fee for 2 event days for the Ivor Wynne Stadium at $2,500 per day plus applicable Goods and Services Tax.
- Pay for event and programming expenses incurred by the City to make available the stadium between December 28, 2011 to February 3, 2012 inclusive (total 38 days).
- The Licencee shall be charged a rental fee for 2 event days for the Ivor Wynne Stadium at $2,500 per day plus applicable Goods and Services Tax.
- Provide community programming ice time.
- Payment schedule to be in two installments:
  - 50% prior to the commencement of occupancy as of December 28, 2011
  - 50% and final invoicing from the City of Hamilton as of January 31, 2012
- The Bulldogs/Compass shall maintain all concessions in good and safe condition during the Term of this Agreement. Compass shall have exclusive right to operate and receive revenues from all concessions at the Premises during the Term including but not limited to the sale of food and beverages, including beer.
- The Hamilton Bulldogs shall pay for all telephone costs incurred, including press box, dressing rooms, field communications and computer telephone over the Term of the Agreement.
- The Hamilton Bulldogs shall, at their own expense, be solely responsible for obtaining all municipal and any other licences, permits or approvals necessary in connection with the use of Ivor Wynne and carrying out of the operations.
- Scott Park Property and Brian Timmins Stadium will not be part of this Agreement.
- The Bulldogs shall be responsible for all costs for snow removal commencing December 13, 2011 through January 28, 2012. It is important that snow be removed after every snowfall between the dates stated above. Operational costs and expenses for snow removal shall include: labour, shovels, salt, chutes and removal of snow as necessary (field and seating).
- All Public programming on the outdoor ice rink will be required to follow City of Hamilton Policies and Procedures for Public Skating which will require City employed ice skate monitors.
- The Bulldogs shall employ and pay the sound system operator, announcer, ticket sellers, emergency/ambulance services and arrange referees, game officials and such other officials the Bulldogs deems necessary to control the operations of the Games and Rentals. All such personnel shall be in attendance no later than the time of the opening of the Stadium gates to the public.
• The Bulldog’s shall supply, at their own expense, a video board operator contingent upon approval of the Hamilton Tiger Cats Football Club.
• The Licencee will protect the synthetic turf on the Field of Play with an owner approved system.
• The Licencee is responsible for all costs incurred associated to restore and repair the synthetic turf as a result of any damage and/or excessive use that occurs during the term of this agreement. A full inspection shall take place in the spring (March), prior to the start of the 2012 permitting season.
• Any video board advertising or marketing shall be deemed appropriate and approved by the Director of Recreation.

The City of Hamilton shall:

• Maintain and operate Ivor Wynne stadium for the purposes of hosting the Hamilton Bulldogs Classic events and various activities.
• Provide services for the events (ie. police and security) as required.
• In cooperation with the Hamilton Bulldogs undertake game day preparations (ie. road restrictions, signage).

Insurance

The Hamilton Bulldogs shall provide and maintain during the term of this Agreement the following Policies of Insurance in form, amounts and with insurers acceptable to the City:

• An event specific Commercial general liability insurance coverage in a minimum TEN MILLION ($10,000,000) per occurrence covering all operations and uses by the Bulldogs of Ivor Wynne, including but not limited to tenant’s legal liability, non-owned automobile liability. The policy shall name the city as an additional insured and shall contain a provision for cross liability between the City and the Bulldogs;
• If applicable Public Liability and Property Damage Insurance with a minimum limit of FIVE MILLION DOLLARS ($5,000,000) and endorsed to include Host Liquor Liability in respect of the Liquor Licence Act Liability endorsement;
• With respect to the third part operation of food and/or souvenir concessions or third party events, a minimum limit of FIVE MILLION DOLLARS ($5,000,000) per occurrence, endorsed to include the City as additional insured;
• With respect to the third part operation of alcohol concessions, a minimum limit of TEN MILLION DOLLARS ($10,000,000) per occurrence, endorsed to include Host Liquor Liability, and endorsed to include the City as additional insured; and,
• Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than FIVE MILLION DOLLARS ($5,000,000) per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Bulldogs for the provision of services.