




CITY OF HAMILTON
PUBLIC WORKS DEPARTMENT
Pan Am Initiatives

TO:	Mayor and Members General Issues Committee
COMMITTEE DATE:	February 19, 2014
SUBJECT/REPORT NO:	Hamilton Tiger-Cats Football Club 20 Year License Agreement (PW14021) - (Ward 3 with City Wide Implications)
WARD(S) AFFECTED:	Ward 3 with City Wide Implications
PREPARED BY:	Rom D'Angelo (905) 546-2424, Extension 4617 Coralee Secore (905) 546-2424, Extension 5557
SUBMITTED BY:	Gerry Davis, CMA General Manager Public Works Department
SIGNATURE:	

RECOMMENDATION

- (a) That the City of Hamilton enter into a 20 Year License Agreement with the Hamilton Tiger-Cats Football Club (2007) Corp. for the use of the new Hamilton Stadium for Football Games and Practices;
- (b) That the permanent name recognized by the Federal and Provincial Government, which satisfies the requirements within the 2015 Pan Parapan American Games Multi-Party Agreement that states all permanent facility signage must be bilingual, (English and French) and include a legacy tagline post Games at the Hamilton Stadium be approved as follows;

TERRAIN Tim Hortons FIELD
GAMES LEGACY/LEGS DES JEUX
PAN/PARAPAN AM

- (c) That the Hamilton Street Railway (HSR) continue to provide transit service for the Tiger-Cats home games through the "Ticket to Ride" program and the Tiger-Cats express shuttle routes (to/from King and Hughson, Eastgate Square, Limeridge Mall, and University Plaza) through an annual renewable in-kind letter agreement;

- (d) That Council suspend enforcement of Commercial Parking Lot uses under Zoning By-laws 05-200 and 6593 as follows:
- Within the Stadium Precinct boundaries (Sherman Avenue to the West, Glendale Avenue to the East, Cumberland Avenue to the South and Burlington Street to the North);
 - For Football Home Games, Soccer Home Games and Events that exceed the 180 Stadium parking spaces;
 - That the Director, Facilities Management and Capital Programs or designate, evaluate on a yearly basis.
- (e) That Council suspend enforcement of licencing Commercial Parking Lots (Public Garages D) under Schedule 16 - Public Garages, Business Licensing By-law 07-170 as follows:
- Within the Stadium Precinct boundaries (Sherman Avenue to the West, Glendale Avenue to the East, Cumberland Avenue to the South and Burlington Street to the North);
 - For Football Home Games, Soccer Home Games and Events that exceed the 180 Stadium parking spaces;
 - That the Director, Facilities Management and Capital Programs or designate, evaluate on a yearly basis.
- (f) That the Mayor and City Clerk, be authorized and directed to sign the 20 Year License Agreement and that the Mayor and City Clerk, and appropriate City staff, as the case may be, be authorized and directed to sign any other ancillary documents between the City and the Hamilton Tiger-Cats Football Club (2007) Corp., in a form acceptable to the City Solicitor, to implement recommendation (a) in Report PW14021 and any other ancillary documents.

EXECUTIVE SUMMARY

In January 2011, Council authorized the Mayor and Clerk to sign a Memorandum of Understanding (MOU) with the Hamilton Tiger-Cats Football Club. The MOU referenced the need to enter into a 20 Year License Agreement between the City of Hamilton and the Hamilton Tiger-Cats Football Club.

The MOU is the fundamental document that has guided the deliberations for the License Agreement. The purpose of this report is to recommend that the Mayor and Clerk be authorized to sign the 20 Year License Agreement and approval be granted for recommendations (c), (d) and (e) relative to transportation for HSR and Stadium Precinct Parking.

Overview

The new Stadium is intended to become a multi-use sports, community and event centre offering a wealth of recreational and community opportunities that have far reaching benefits to the City. The Tiger-Cats will become the primary (anchor) tenant of the Stadium and will operate professional football and soccer leagues. The Stadium will also fulfil its legacy obligations by scheduling adequate and appropriate time for high-

performance athlete training. In addition, the City will operate the facility so that it serves the programming and facility rental needs of the broader community. Operational and community use opportunities include amateur sport leagues, City organized instructional programs for individuals and groups as well as field rental time recreational soccer, rugby, field hockey and field lacrosse. Portions of the facility will cater to the needs of residents interested in gathering for social purposes or presenting culturally related activities. The Stadium will also have the potential to host events of many types ranging from community oriented fun days to large spectator shows. This significant municipal asset will provide the City with a number of community and economic benefits.

20 Year Licence Agreement

The following will highlight the high level details of the draft 20 Year License Agreement. Since April 2013, City staff has engaged with the Tiger-Cats representatives to come to terms on a 20 Year License Agreement. The 20 Year License Agreement has been developed in good faith and in a collaborative and co-operative manner to maximize the overall use of the Stadium.

Key Points within the License Agreement:

1) Oversight & Scheduling

The City will operate the Stadium and maintain the master schedule. The City will establish a Facility Management Team (FMT), comprised of representatives of the City and the Tiger-Cats to inform, facilitate, organize and coordinate operations including stadium scheduling and oversight.

The City and the Tiger-Cats can choose 4 priority event days each, prior to determining the season schedule. The Stadium will be allocated according to the scheduling priority system as follows:

- 1) Pan Am Games
- 2) Major International Events
- 3) Priority City Owner Events
- 4) Football Home Games & Football Practices
- 5) Professional Soccer Home Games
- 6) Other Tiger-Cats Events
- 7) Other City/Community Events
- 8) Co-Hosted Events
- 9) Tiger-Cats Incidental Events

For each CFL Football Season, including team practices, pre-season, regular season, and post-season home games scheduled by the CFL, the Tiger-Cats will have priority preferential scheduling of the Stadium except for Pan Am, Major International Events and City Priority Events (2 event days).

The Tiger-Cats also have the right to pre-book 4 priority events prior to the release of the CFL schedule. Following the release of the CFL schedule, the City has rights to book any other dates that are not booked for any Football Game, Practice Session or

Tiger-Cats Event. All incremental costs associated with Tiger-Cats events, will be borne by the Tiger-Cats.

2) Tiger-Cats Exclusivity

The Tiger-Cats have the exclusive right to exhibit professional football and soccer in the Stadium. The City has the rights to exhibit amateur football and soccer events in all City facilities including the stadium and individual "professional exhibition" events in other City facilities or in the stadium in cooperation with the Tiger-Cats. To protect the Tiger-Cats brand, no professional football or soccer leagues will be played in other City facilities.

3) Soccer Rights

The Tiger-Cats maintain the rights to pursue a professional soccer franchise that will play its inaugural season in the stadium in the 2016 season. The City and the Tiger-Cats agree to negotiate and to execute in good faith a license agreement that accommodates the operations of a professional soccer franchise at the stadium including all pre-season, regular season and post-season home games. Soccer practices will be outside of the stadium.

In order to ensure that progress is being made by the Tiger-Cats in acquiring a professional soccer franchise, quarterly updates are to be provided to the City Manager. Key checkpoints and certain milestones have also been identified, as follows:

- From the commencement date of the License Agreement until December 31, 2014 the Tiger-Cats will provide quarterly updates.
- By May 31, 2015 - the Tiger-Cats must receive sanctioning from the Canadian Soccer Association OR they can decide either not to proceed with securing a soccer franchise and foregoing the exclusive rights to do so OR extend the exclusive rights period to September 30, 2015 for a fee of one hundred and fifty thousand dollars (\$150,000).
- By September 30, 2015 - The Tiger-Cats must have a team secured and sanctioned or they lose their soccer rights.
- Soccer would be subject to a separate license agreement, with terms similar to the ones in this License Agreement.

4) Practice Facilities

Football practices will occur in the Stadium and are part of the ongoing scheduling coordination. From time to time, the City may request the relocation of a booked practice from the Stadium to an alternate site. The City is responsible for all costs (including transportation and venue rental costs) incurred in connection with relocating a football practice. The Facility Management Team will determine relocation decisions which may be escalated to the City Manager and the President of the Tiger-Cats if necessary.

Soccer practices will all be located outside the stadium at a new practice facility developed by the City as part of the Brian Timmis replacement or another local soccer

venue. The City is responsible for costs incurred in connection with soccer practice facility rentals.

5) Tiger-Cats Facilities in the Stadium

Similar to the old Ivor Wynne Stadium (approximately 13,100 ft²), the Tiger-Cats will have their football portion of their operations located in the Stadium. This includes change rooms, exercise room, office space, storage, outlet store and meeting space representing approximately 21,000 ft². The Tiger-Cats are responsible for all operating costs (utilities, cleaning, and minor maintenance) within this area and the space is included in the \$450,000 rental fee.

6) Permitted Transfer of Ownership

The City has the sole discretion to approve any transfer of ownership, except for certain specified permitted transfers:

- Approved by the CFL following the CFL's customary due diligence process with respect to such person, and such person meets financial, moral and major litigation tests;
- Sublicense and space licenses, e.g. concessions and advertising;
- Collateral assignment through a Licensee Lender, who must meet financial standards;
- Corporate reorganization where Robert Young remains in control;
- A transfer to the Estate of Robert Young;

The qualified person must provide performance security equivalent to Letter of Credit specified in the License Agreement.

7) Concessions

The Tiger-Cats have the exclusive right and responsibility to solicit and select one or more Concessionaires who shall operate and be responsible for all consumable concession operations within the Stadium for all Football Home Games and all Events during the license term. The Tiger-Cats will manage the contract and will receive all consumable net revenues from football and soccer games.

The City will receive 50% of the net revenue for consumable concessions (e.g. food and beverage) and a negotiated amount from non-consumable concessions (e.g. branded merchandise) from City events and 15% net revenue from all consumable concessions for all other events (including Tiger-Cats events and Incidental events but not including football and soccer games).

In five years, upon contract renewal, the Concessionaire will provide two percent (2%) of all gross concession receipts generated from the sale of consumable concessions to a reserve fund exclusively for the capital replacement of concession improvements.

The City will have the right to review, reproduce and audit such Concessionaire's records of concession revenues related to all City events, Licensee Events and the

calculation of 2% of all gross receipts but the City shall not have audit rights to individual Football Home Games and Licensee Non-Events.

8) Naming Rights

The Tiger-Cats have the exclusive right to sell, grant or license Naming Rights for the Stadium and any other portion thereof except for the Stadium Press Box. The City is to receive a non-indexed annual payment of \$750,000 that will be used to offset capital construction.

The current Corporate Naming Policy and the MOU states Council must approve all names selected for municipal property and buildings. As well, the City entered into a Toronto 2015 Pan Parapan American Games Multi-Party Agreement (MPA) with key parties, including the Federal and Provincial Governments with the understanding that the City will receive approval with both levels of Government on the naming of the new Hamilton stadium. The official name must be in both English and French and post Games the approved legacy tagline is to be added.

The Tiger-Cats officially requested to name the new Hamilton Stadium the "TERRAIN Tim Hortons FIELD" with a legacy tagline to be added post Games of "GAMES LEGACY/LEGS DES JEUX Pan/Parapan Am". The Tiger-Cats have agreed to fund the official name signs and the legacy taglines.

The Federal and Provincial Governments have approved the permanent name but such approval for the permanent name is subject to Council approval.

Ivor Wynne

The Tiger-Cats and staff met with Mr. Bob Wynne to discuss opportunities to continue to recognize Ivor Wynne in the new Stadium. The press box will be identified as the "Ivor Wynne Press Centre". The family is honoured and found it fitting as Ivor Wynne spent a number of years doing the colour commentary for CHCH announcing college and professional football.

9) Financial Terms

The Tiger-Cats agree to pay the City annual payments subject to the following terms:

- A guaranteed Naming Rights payment of \$750,000 (non-indexed) per year for the duration of the License Agreement to be used to offset capital construction costs.
- A guaranteed payment of \$450,000 (indexed annually beginning in 2016 and continuing for each license year) per year for Football, as payment for football rent for team practices, pre-season, regular season, post-season home games, 5 Incidental Events, year round change facilities and associated amenities and office space.
- A guaranteed payment of \$150,000 (indexed annually beginning in 2017 and continuing for each license year) per year for Soccer as a payment for the use of a defined portion of the stadium for soccer pre-season, regular season, post-season home games, office space in the Stadium and practice facilities outside of the Stadium.

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- A set payment equal to \$200,000 (indexed annually beginning in 2016 and continuing for each license year) per License year for the variable elements specified in the MOU which included club seats, private suites and the (10%) net income contribution. This payment is superior to what was anticipated in the MOU. The estimated value was between \$79,250 and \$158,500 (as per the staff report (CM09006(I), January 2011).
- Offsite Parking - should the off-site stadium parking plan be implemented, the Tiger-Cats will pay 50% of the net earnings from all off-site parking (football games and events). All costs for obtaining additional parking, including any legal fees and permitting fees shall be initially borne by the Tiger-Cats, but will be an expense in the calculation of additional net parking proceeds. Offsite Parking funds will be paid to the Ivor Wynne Community Fund for the purpose of developing community projects within the Stadium Precinct neighbourhood.
- The Tiger-Cats will provide \$100,000 (indexed) of in-kind advertising to the City. This is similar to provisions in past License Agreements for the purposes of advertising and marketing City events based on the Tiger-Cats standard rate card. The City is responsible for the costs of design, production and installation and removal of all City signage.
- Share of the food and beverage net revenue as highlighted above in 7) - Concessions (50% City events and 15% for all commercial events other than football and soccer games).
- The License Agreement is for a 20.5 year term with 2014 being the Stub Year falling at the commencement of the License Agreement which is scheduled for June 30, 2014. Therefore, the annual guaranteed and set payments from the Tiger-Cats for 2014 will be paid at half or 50% of the designated amounts. Beginning in 2015 all payments will be paid at 100%.

10) Letter of Credit

The Tiger-Cats agree to provide to the City at the commencement of the License Agreement, a letter of credit in the amount of \$1,350,000 for Football.

At the commencement of the License Agreement for soccer the Tiger-Cats agree to provide to the City, a letter of credit in the amount of \$450,000.

The Letter of Credits shall serve as a security for the Tiger-Cats obligations under both License Agreements. The City may draw on all or only a portion if there is default under the terms of each License Agreement.

11) Grey Cup

After the signing of the License Agreement, the Tiger-Cats and City will cooperate, in bidding for and potentially hosting future Grey Cup events at the Stadium. Both parties will make reasonable efforts to bid for the right to host two Grey Cups during the first ten years subject to mutual agreement of the Tiger-Cats and the City.

12) Transportation Considerations

Transit

Since 2007, the HSR has partnered with the Tiger-Cats to present a “Ticket to Ride” program and the “Express Shuttle” from four locations across the City including DARTS services, as a means to increase awareness of the HSR and to provide alternate transportation opportunities to the Tiger-Cats Games. The Tiger-Cats provide equal value in sponsorship and advertising opportunities during home games. The HSR is supporting the continuance of these two programs through an annual renewable in-kind letter agreement.

Parking

The Report recommends the suspension of enforcement with respect to Commercial Parking Lots (zoning and business licensing) to be evaluated on a yearly basis. The suspension will allow parking on private property including front lawns in the Stadium Precinct (Sherman Avenue to the West, Glendale Avenue to the East, Cumberland Avenue to the South and Burlington Street to the North) for Football Home Games, Soccer Home Games and Stadium Events at the Stadium.

Conclusion

The Stadium is intended to become a community asset providing facilities and amenities to accommodate multiple uses including Tiger-Cats Football and Soccer, community recreation opportunities, concerts and events. This License Agreement enables both the Tiger-Cats and the City to be successful for its intended purposes.

Alternatives for Consideration - See Page 14

FINANCIAL - STAFFING - LEGAL IMPLICATIONS

Financial: The following outlines the high level details of the financial terms of the 20 Year License Agreement as compared to the MOU between the City and the Tiger-Cats:

Item	Previous Licence Agreement (2012)	MOU	20 Year Licence Agreement
Naming Rights (Not Indexed)	-	\$750,000	\$750,000
Football Rent (*Indexed) Includes all pre-season, football and post-season games, practice sessions, five incidental events and office space	\$27,500	\$450,000	\$450,000

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Item	Previous Licence Agreement (2012)	MOU	20 Year Licence Agreement
Soccer Rent (*Indexed) Includes all pre-season, football and post-season games, practice sessions and office space	-	\$150,000	\$150,000
Additional Rent (*Indexed) * <i>Club Seats</i> - 50% of Club Seat Revenues * <i>Private Suites</i> - \$4,000 per rented Suite * <i>Community Fund</i> - 10% Tiger Cats net income for community fund	-	Variable payment between \$79,250 to \$158,500	Certainty annual set payment of \$200,000
Total Naming and Rent Value	\$27,500	\$1.429M - \$1.508M	\$1.550M
City Receives Net Revenue Share from Food & Beverage Sales at All Events (other than football and soccer games)	-	Concessionaire to contract directly with City only for City events	50% of net revenue for consumables - City events. 100% of net revenues for non-consumables - City events. 15% of net revenue - all other commercial events. 5 years after the commencement date of the Concession Agreement, 2% of all gross concession receipts generated from the sale of consumable concessions will be deposited into a City controlled capital reserve fund for concession improvements.

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Item	Previous Licence Agreement (2012)	MOU	20 Year Licence Agreement
Other Offsite Parking	-	50% of net earnings to Community Fund	50% of net earnings to Community Fund
In-kind Advertising (*Indexed)	\$100,000	\$100,000	\$100,000

* Index refers to the annual year over year adjustment of the Consumer Price Index (all items) for Ontario provided by Statistics Canada

Staffing: There are no staffing implications associated with Report PW14021.

Legal: Legal Services Division is involved in the development of the 20 Year License Agreement.

HISTORICAL BACKGROUND

The City entered into a Memorandum of Understanding (MOU) with the Hamilton Tiger-Cats Football Club in January 2011. The MOU is the fundamental document that has guided the deliberations.

The detailed negotiation with the Tiger-Cats began after the Facility Agreement between the City and Infrastructure Ontario/Toronto 2015 was completed in October 2012.

Certain agreement details could not be fully negotiated until after all of the facility lands had been acquired. In November 2012, the City acquired the last piece of land needed to build the Stadium from the Hamilton-Wentworth District School Board.

In September 2012, the Tiger-Cats prepared an initial draft License Agreement for the City's consideration. Between October 2012 and January 2013, the City's negotiating team and the Tiger-Cats met on several occasions.

In February 2013, the Tiger-Cats redrafted the License Agreement for the City's consideration and by March 2013 there were senior staff changes to the City's negotiating team.

In April 2013, John Frittenburg of The JFGroup and John Hack of Sierra Planning and Management were contracted to lead the staff team in the negotiations.

Since April the negotiating team have communicated or met several times per week - via conference calls, emails or face-to-face negotiation sessions.

The negotiating team received direction from Council on various agreement items over the course of the negotiation process.

In the MOU Key Terms and Conditions identified assisting the Tiger-Cats with locating additional parking opportunities within the Stadium Precinct and to develop a plan to maximize the ability of patrons to get to the Stadium Precinct using public transit.

The Pan Am Games Multi-Party Agreement Section 12 requires the approval of the naming of the facility by both the Federal and Provincial Governments.

POLICY IMPLICATIONS AND LEGISLATED REQUIREMENTS

Naming Rights Considerations:

Within the current corporate naming policy (City of Hamilton Municipal Property and Building Name Policy), Council must approve all names selected for municipal property and buildings.

In 2009, the City entered into a Toronto 2015 Pan Parapan American Games Multi-Party Agreement (the "MPA") with key parties, including the Federal and Provincial Governments. Understanding the conditions in the MPA, Section 12.3 states that prior to the Facility owner naming or re-naming the facility, the Facility owner will consult with the Federal and Provincial Governments and will not select a name that is unacceptable to both levels of Government. The official name must be in both English and French and post Games the approved legacy tagline is to be added.

In the Memorandum of Understanding (MOU) between the City and the Tiger-Cats, the City sold the "Naming Rights" to the Stadium to the Tiger-Cats subject to City Council's approval.

On July 2, 2013, the Tiger-Cats officially requested to name the new Hamilton Stadium - "Terrain Tim Hortons Field" with a legacy tagline to be added post Games of "Games Legacy/Legs des Jeux Pan/Parapan Am". The Tiger-Cats have agreed to fund the official name signs and the legacy taglines. Any identification of the approved permanent name proposed for the facility exterior must also be identified on the field of play.

The Federal and Provincial Governments have approved Tim Hortons Field as permanent name and now awaits City Council approval.

Transportation Considerations:

In general, the Stadium is adequately served and operates satisfactorily in terms of transportation and transit.

There are a number of fixed route transit lines, along with dedicated shuttle services, with significant capacity. Event attendees also walk or are dropped off at the event.

Due to the grid street pattern, private autos can access and leave the site from all directions, typically on arterial roads.

With the renewed Stadium, potential improvements for bus queuing for shuttle services, DARTS, chartered buses, traffic and pedestrian direction and control around the site for access and egress will be addressed by the Facilities Management Team (FMT). The FMT is made up of representatives of the Stadium staff and the Tiger-Cats who will work together with HSR and By-law staff to develop a plan to ensure an improved game day/event experience but require time to do this once the Stadium is operational.

HSR

Since 2007, the HSR has provided service for the Tiger-Cats home games through a ridership growth initiative called the "Ticket to Ride" program. Starting two hours prior to a home game time, fans can board any bus on all regular routes and the Tiger-Cats express shuttle routes (to/from King and Hughson, Eastgate Square, Limeridge Mall and University Plaza) by showing a valid game day Tiger-Cats ticket. DARTS also accepts valid game day tickets.

HSR uses eight to twelve additional buses on game day at a cost of approximately \$3,500 - \$5,000 per game, recouped from the Tiger-Cats through an in-kind annual letter agreement whereby they provide Transit advertising and other positive community, environmental and transit messaging. Approximately 750 - 1,000 fans use the express shuttle buses per game. An estimated 500 - 1,000 ride the nearby regular routes on Barton, Cannon, King, Main and Maplewood. Transit does not currently have capacity to provide an increased amount of service.

HSR is supporting the continuance of these two programs through an annual renewable in-kind letter agreement between the HSR and the Hamilton Tiger-Cats.

Parking

In the MOU, the City agreed to assist the Tiger-Cats to locate additional parking opportunities within the vicinity of the Stadium.

RELEVANT CONSULTATION

In preparation for Report PW14021 the Hamilton Tiger-Cats Football Club 20 Year License Agreement, consultation and assistance is being provided by:

John Frittenburg, The JFGroup (Lead Negotiator)
Jon Hack, Sierra Planning and Management (Associate Lead)
City Manager's Office, Legal Services
Corporate Services, Finance and Administration Section
Public Works Department, Facilities Management and Capital Programs Section
Hamilton Tiger-Cats Football Club
Canadian Soccer Association

Naming Rights

Federal Government of Canada
Province of Ontario
Toronto 2015

HSR and Parking

Public Works Department, Transportation Division
Planning and Economic Development, Parking and By-law Services Department
City Manager's Office, Legal Services

ANALYSIS AND RATIONAL FOR RECOMMENDATION

The 20 Year License Agreement recognizes the Tiger-Cats as the primary tenant in the new Stadium. The License Agreement provides a foundation for good operational decision making and sets out the rules for usage for both the Tiger-Cats and the City.

The License Agreement has been negotiated in whole and must be considered in this context when discussing any of the sections or clauses. The Memorandum of Understanding (January 2011) was the foundation for the License Agreement.

Staff was unable to acquire leases of other CFL teams but was able to talk to Stadium operators in British Columbia, the City of Regina and the City of Winnipeg on usage, practices, sponsorship and stadium operations. Staff also undertook benchmarking of operating costs amongst a number of Canadian Stadiums (McGill University, Winnipeg, Saskatchewan, Edmonton, Calgary and BMO Field).

Soccer

Understanding that Professional Soccer is important to Council, the License Agreement identifies a defined plan that represents and warrants what the Tiger-Cats will achieve over the next year in order to have a professional soccer team on the field in 2016. Given the delivery date of the Stadium (June 30, 2014) and the presence of the Pan American Games Soccer Event in the stadium (June 8 to August 6, 2015), 2016 represents the first year that a full season of professional soccer could reasonably be played in the stadium.

If by September 2015, the Tiger-Cats are not able to put a team on the field, the City will have the opportunity to seek another professional soccer organization to play in the Stadium.

Parking

In the MOU, the City agreed to assist the Tiger-Cats to locate additional parking opportunities within the vicinity of the Stadium. The Stadium has seating capacity of 22,500. There are 180 Stadium parking spaces and 58 additional municipal parking spaces in the Stadium Precinct. There are no licensed Commercial Parking Lots in the Stadium Precinct.

Currently parking during Stadium events takes place on a large number of sites within reasonable walking distance from the Stadium. These sites may not comply with the zoning by-laws and the business licensing by-law.

The Report recommends, in (d) and (e), suspension of enforcement for the Stadium Precinct (Sherman Avenue to the West, Glendale Avenue to the East, Cumberland Avenue to South and Burlington Street to North) for the Tiger-Cats home games and Stadium Events while a comprehensive off-site parking plan is developed. The suspension of enforcement will be evaluated on a yearly basis by staff to determine if it needs adjustment to accommodate any issues that have arisen or can be discontinued as a result of the comprehensive off-site parking plan. Enforcement under the On-Street Parking By-law will continue.

The Tiger-Cats will be making a contribution to the Ivor Wynne Community Fund, as set out under "Financial Implications" above, for the purpose of developing community projects with the Stadium Precinct.

ALTERNATIVES FOR CONSIDERATION

Alternative A: Council could exercise its discretion and not approve the Naming Rights to the Stadium. By doing so, the Tiger-Cats will be relieved from the requirement to pay the City \$750,000 per year and shall only be required to pay the City a reduced amount.

Alternative B: Council could opt to not continue with the HSR transit service for the Tiger-Cats Home Games through the "Ticket to Ride" program and the express shuttle routes. Staff is not recommending this as it will not maximize the ability of the Tiger-Cats fans to get to the Stadium using public transit.

Alternative C: Should Council not support the temporary suspension of the Parking By-law enforcement while an Off-Site Stadium Parking Plan is undertaken, it will eliminate a large number of adhoc public and private parking opportunities within the Stadium Precinct that have traditionally provided parking for the Tiger-Cats Home Games.

ALIGNMENT TO THE 2012 - 2015 STRATEGIC PLAN

Strategic Priority #1

A Prosperous & Healthy Community

WE enhance our image, economy and well-being by demonstrating that Hamilton is a great place to live, work, play and learn.

Strategic Objective

Enhance Overall Sustainability (financial, economic, social and environmental)

Strategic Priority #2

Valued & Sustainable Services

WE deliver high quality services that meet citizen needs and expectations, in a cost effective and responsible manner.

Strategic Objective

Enhance customer service satisfaction.

APPENDICES AND SCHEDULES ATTACHED

None