



City of Humboldt
May 8, 2023 - Special Council Meeting - 05:00 PM

- 1 Call To Order**
- 2 Adopt Agenda**
 - 2.1 Conflict of Interest
- 3 New Business**
 - 3.1 Recommendation - Proclamation - Naturopathic Medicine Week May 14-20, 2023
 - 📎 Proclamation - Naturopathic Medicine Week May 14-20, 2023
 - 3.2 Recommendation - Leisure Service Director - Humboldt Bronco Hockey Club Lease Agreement
 - 📎 Report - Humboldt Bronco Hockey Club Lease Agreement
 - 3.3 Recommendation - Director of Public Works - Concrete Tender
 - 📎 Report - 2023 Concrete Program Tender Award
- 4 Adjourn**



CITY OF HUMBOLDT

PROCLAMATION

NATUROPATHIC MEDICINE WEEK May 14-20, 2023

WHEREAS, May 14-20, 2023, is marked as Naturopathic Medicine Week across Saskatchewan and Canada; and

WHEREAS, Naturopathic medicine is a form of primary care medicine that blends centuries-old natural, non-toxic therapies with current advances in the study of health and human systems, covering all aspects of family health from prenatal to geriatric care; and

WHEREAS, Naturopathic medicine concentrates on whole-patient wellness; the medicine is tailored to the patient and emphasizes prevention and self-care and factors in physical, social, environmental, emotional and spiritual factors; and

WHEREAS, more residents of Saskatchewan are seeking science-based, valid complementary healthcare; and

WHEREAS, the mission of the Saskatchewan Association of Naturopathic Doctors is to provide people with the health benefits of regulated, highly qualified, leading edge naturopathic medicine in Saskatchewan;

NOW, THEREFORE, the City of Humboldt does hereby proclaim the week of May 14-20, 2023, as **NATUROPATHIC MEDICINE WEEK** in the City of Humboldt, and I urge all citizens of our community to cooperate with and participate in activities sponsored by this group.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Humboldt to be affixed this 8th day of May, 2023.

Michael Behiel
Mayor of Humboldt



CITY OF HUMBOLDT REPORT

TITLE: Humboldt Bronco Hockey Club Lease Agreement

PREPARED BY: Michael Ulriksen, Director of Community and Leisure Services

REVIEWED BY: Joe Day, City Manager

PREPARED FOR: City Council

DATE: May 8, 2023

RECOMMENDATION

That the proposed three-year lease agreement with the Humboldt Bronco Hockey Club, effective May 1, 2023, to April 30, 2026, be approved.

BACKGROUND

The Humboldt Bronco Hockey Club has been a long-term lease holder of the Uniplex. The lease provides the club with access to ice time, dressing room, trainer room, office space, storage space and other facility usage. The Club's most recent lease ran from May 1st, 2020, to April 30th, 2023.

CURRENT SITUATION

Administration met with the members of the Humboldt Bronco board early in the New Year and have exchanged several emails in developing a tentative agreement to present to both the Bronco's Board of Directors and City Council. The agreement primarily focused on updates to the monetary components within the agreement, with the bulk of the previous lease remaining largely unchanged.

In 2017, the City and the Broncos agreed to transition away from a per game rental fee structure to a commission-based option. The commission-based approach meant that the City would receive a set percentage of the gross revenue generated through all ticket sales, including season tickets, exhibition, regular season, and playoff ticket. The original commission fee of 12% was established as it aligned their average ticket sale revenue at the time with the fees that they had been paying through their previous fee structure.

Since 2017, the City has been monitoring the compensation received from the lease agreement through the commission-based system as it related to the increase in costs for operating the facility. Due to significant cost increases of the facility in the last few years, primarily related to utilities, insurance and staffing, the 12% commission fee has not kept up proportionally. At the same time, our other hourly user rate has seen consistently and

intentionally increased in order to better align those rates with these rising costs. This has helped to improve the overall cost recovery of the facility.

With this in mind, the primary focus of the lease agreement negotiations was focused on the need to increase the net revenue from the Club, recognizing that both parties still preferred the commission-based model over the per game charge. As such, changes have been made to the commission-based payment as detailed below.

The other notable change is that we have included a provision by which the Club is able to book additional facility rental space at a 50% discount off the posted rates. In conversation with the Broncos, they are interested in developing more off-ice activities and fundraisers. In order to encourage that to occur and for those rentals to remain within our facility, we have agreed to a rate reduction that will be mutually beneficial to both parties.

OPTIONS

1. Approve the recommendation.
2. Provide Administration with alternative directions for further discussions with the Club on a new lease agreement.

ATTACHMENTS

1. Humboldt Bronco Hockey Club Lease Agreement – May 1, 2023, to April 30, 2026

COMMUNICATION AND ENGAGEMENT

The City and the Club have a good working relationship and actively communicate.

FINANCIAL IMPLICATION

The Club has accepted the City's proposed rate commission fee increase as follows:

- 2023/24 13% (8.3% increase)
- 2024/25 14% (7.7% increase)
- 2025/26 15% (7.1% increase)

By the end of the three-year lease agreement, the move from a 12% commission fee to 15% fee will result in a 25% increase in the annual lease revenue from the Club. The City and Club will closely monitor the impact of the change over the three-year lease term.

CONCLUSION

Administration continues to closely monitor the rising costs of operating our recreational facilities and seeks to maintain an appropriate balance of user-pay and tax-subsidized funding. We will also continue to explore all other revenue sources available to us.

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, A.D., **2023**.

BETWEEN: THE CITY OF HUMBOLDT, a municipal body under the laws of the Province of Saskatchewan.

(Hereinafter called the "City")

AND: THE HUMBOLDT BRONCO HOCKEY CLUB, of the City of Humboldt, in the Province of Saskatchewan.

(Hereinafter called the "Club")

WHEREAS the City owns and operates the Humboldt Uniplex and agrees to lease the areas of the Uniplex as outlined in this contract to the Junior A Humboldt Bronco Hockey Club of the Saskatchewan Junior Hockey League for purposes of Training Camps, Hockey Practices, Exhibition Games, League Games, Playoff Games, and Office Administration on a three year term, effective **May 1, 2023** and commencing on **April 30th, 2026** with annual reviews to be conducted at the conclusion of each season.

AND WHEREAS the City has agreed to permit the Club herein to use the said Elgar Petersen Arena and Uniplex Community Centre for the aforesaid purposed subject, however, to the terms, conditions, and stipulations hereinafter set out.

NOW THEREFORE THE PARTIES HERETO MUTUALLY COVENANT AND AGREE TOGETHER AS FOLLOWS:

1. For the consideration to be paid by the Club, the City agrees to allow the Club to use the said Elgar Petersen Arena, land, and public parking lots for the purposes and uses as hereinafter set out:
 - a) Exclusive use of the northeast dressing room, presently known as the Bronco Dressing Room and auxiliary storage room during the ice hockey season. During the off-ice season, the City shall be permitted to use the said dressing room when deemed necessary upon giving the Club ten (10) days notice in writing to that effect.
 - b) Exclusive use of the office and washroom area presently known as the Bronco Coaches Office.
 - c) Exclusive use of the storage room area, presently known as storage room number one (1).
 - d) The use of the following areas and equipment during Club scheduled rental periods:
 - i) Public address system and time clock
 - ii) Visitors dressing facilities presently known as dressing room number seven (7)
 - iii) Ice surface and spectator area
 - iv) Main foyer
 - v) Storage Room to host the 50/50 system
 - vi) **Storage Room space for merchandise and other game day supplies**
2. In consideration of the City's covenants and agreements contained in paragraph one hereof, the Club agrees to pay the City the following rates for use of facilities as outlined in the contract:
 - a) **A commission on all gross revenue generated by sale of season tickets, exhibition, regular season and playoff tickets and other ticket revenue generated by any other means, as follows:**

2023-2024 Season	13.0%
2024-2025 Season	14.0%
2025-2026 Season	15.0%

- (1) The Club agrees to remit payment of ticket sales commissions to the City on a monthly basis, by the 15th day of the following month and by December 31st for December commissions.
 - (2) The Club agrees to provide the City with an annual breakdown of the ticket sales by category (i.e. season tickets, game day tickets, playoff tickets) for each season.
 - (3) Practices, Games and Camps – The City agrees to include the ice usage for all practices, games, spring camp and fall camp within the revenue generated from the ticket sales commission.
 - b) Fall Hockey School – Charged an hourly rate based on the current price set each year as outlined in Policy #10000 Uniplex Rental and Rates Policy (Arena Youth/Minor Sports Rental Rate)
 - c) Kid's Rec Hockey – The City and the Club agree to work on a payment structure for ice usage that is used by the program, dependent upon participation numbers, amount of ice time utilized and available grant and sponsorship funding.
 - d) Additional Facility Usage – For all usage of City facilities not specified within this agreement, the Club agrees to pay the City fifty percent (50%) of the general rental rates, unless otherwise agreed upon by both parties.
3. The City agrees with the Club that in consideration of the Club paying to the City the sums set out in section two (2) hereof that:
 - a) The Club shall have the right to use the said facilities set out in paragraph one (1) hereof, for playing all exhibition games, regular season games, playoff games, training camps, and practices; however, the City cannot guarantee to the Club the availability of ice.
 - b) The Club shall have the right to use the said Elgar Petersen Arena for weekday practice sessions, such practice sessions as indicated in the mutually negotiated Master Schedule at the Annual Ice User Meeting.
 - c) The Club shall have the right to use the Elgar Petersen Arena for exhibition, regular league, and playoff games with such game times being restricted to three (3) hours per game, except in the event of overtime or other unforeseen circumstances.
 4. The City agrees to provide the northeast office located within the Elgar Petersen Arena lobby to the Club for the purpose of an administration office for the Club support staff and that the cost is included in the per game ice rental rate.
 5. THE CLUB AGREES:
 - a) To provide ushers, ticket takers, sellers, and security at all Humboldt Bronco Hockey Games, whether such games be exhibition games, regular season games, or playoff games.
 - b) To provide all tickets whether the same be rush tickets, playoff tickets, or reserve tickets.
 - c) Not to sublet any portion of the Elgar Petersen Arena to any individual or organization during the term of this agreement.
 - d) To maintain the Bronco Dressing Room, auxiliary storage room, storage room number one (1), and office to such a standard that is acceptable to the City.
 - e) That no repairs, renovations, or improvements can take place to the said areas within the Elgar Petersen Arena without written permission given by the City.
 - f) To provide the City with a financial statement from a certified account on or before August 31 of each year of this agreement.
 - g) To obtain policies of insurance protecting the Club from liability which may arise or suit which may be made by any person as a result of activities the Club carries on within the said Elgar Petersen Arena and Community Centre. The applicant agrees that it will indemnify and save

harmless the Humboldt Uniplex and the City, and it's officers, employees, servants, agents, successors and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs including legal or other fees incurred in respect of any such claim or any cause or proceeding brought thereon arising directly or indirectly from or in connection with the granting of this license and the use and occupation of the said premises, save that this applicant will be under no obligation to indemnify and save harmless the Humboldt Uniplex and the City against or in respect of any damages or judgment rendered against the Humboldt Uniplex and the City resulting from or arising out of any negligence or fault on the part of the Humboldt Uniplex and the City in the connection with the maintenance or condition of the premises to the extent that the damage, loss or injury was caused or occasioned by the negligence of the Humboldt Uniplex or the City of Humboldt.

- h) To obtain a minimum of three million (\$3,000,000.00) general liability insurance, naming the City of Humboldt as an additional insured. The insurance is to cover all functions as well as the serving of alcoholic beverages. Proof of insurance must be provided to the City prior to the commencement of the season.
- i) That in carrying on their activities in the Elgar Petersen Arena and in any other area of the Uniplex, they will obey all Federal and Provincial Laws, and all City Bylaws.
- j) That the Club will only provide the skate sharpening service for Club purposes only.
- k) Unless the Saskatchewan Junior Hockey Association approves the cancellation of a league game, the Club is responsible for all costs associated with all cancelled rentals as outlined in Policy #10100 Arena Users Policies and Rates.
- l) That during all rental times, the Club shall be in full control and occupancy of the premises and shall have control over admission to the premises by the general public. Furthermore, the Club acknowledges that the occupancy capacity shall not exceed the amounts listed below, and shall ensure that all provisions of the Fire Prevention Act as well as any similar acts are enforced during these times:
 - i) Elgar Petersen Arena Seating Area – 1772 persons
 - ii) Elgar Petersen Arena Ice Surface Area – 2125 persons
 - iii) Elgar Petersen Arena Seating and Ice Surface Area – 3897 persons
 - iv) Jubilee Hall – 550 persons

These occupancy capacities are subject to change as a result of alterations to the facility, changes in regulations or event set-up changes. It is the responsibility of both parties to inform the other upon changes that may alter the occupancy capacities.

- m) That the aisles leading down towards the arena ice level within the bleacher area will be maintained clear of spectators and debris.
- n) That prior approval from the City will be requested prior to bringing any motorized vehicle into the facility for use or display purposes.
- o) That the parking passes provided for the use of the Club President, Coach, Assistant Coach, and Office Manager are non-transferable and must be displayed clearly in the windshield of the vehicle.
- p) Due to the Saskatchewan Health Regulations, the Broncos will provide security services to inform patrons of no smoking in the building and in front of entrance to the Uniplex during Bronco Games.
- q) Not to install vending machines in the Uniplex without prior written consent from the City.
- r) Limit the use of air horns and noise makers to meet decibel standards to prevent hearing damage to patrons and staff.
- s) The City agrees to apply and hold the Liquor Licence for the Arena seating area and enter into a service contract the Humboldt Broncos to serve liquor during the Bronco games. The Club would

retain all revenues and be responsible for associated expenses and maintain the following conditions:

- i) All Provincial liquor regulations must be followed
- ii) Alcohol tickets will be sold to adults from a designated room
- iii) Alcohol will only be served to adults from this designated room
- iv) The Club will refuse the sale of alcohol to anyone deemed to be intoxicated or disruptive in the facility.
- v) Alcohol will only be sold at the following times: before the game, during game, between the periods, and stop selling at 10 min mark of the 3rd period.
- vi) After the game, all alcohol must be cleared from the stands and consumed in the designated hospitality room only.
- vii) A maximum of **three (3) drinks** are allowed per adult.
- viii) The Club will supply security responsible for the control of servicing the stands with alcohol.
- ix) The City of Humboldt Leisure Services Department reserves the right to stop the consumption of alcohol in the stands at any time if it is deemed disruptive to the operation of the facility.
- x) During the playoffs when the Curling Club season ends and no longer operates the Curling Club Lounge, the Humboldt Bronco Hockey Club has the option to operate the lounge and retain the revenues for Bronco Playoff Games.

6. THE CITY AGREES:

- a) To pay electrical charges, heating charges and water charges incurred during the term of this agreement at the said Elgar Petersen Arena.
- b) To maintain and repair all heating, plumbing, electrical and building mechanical problems and absorb all related costs.
- c) To provide cleaning supplies for the maintenance of the Bronco Dressing Room.
- d) To provide snow removal within all parking lots, roadways, and sidewalks around the Uniplex.
- e) To provide a laundry service within the Elgar Petersen Arena at no additional cost to the Club.
- f) To allow a permanent Club logo over the Club player's bench; the logo and its design must be provided by the Club.
- g) To provide the Club with three (3) keys to access the Elgar Petersen Arena at all times throughout the year for the purposes of entering the Club offices, the Bronco Dressing room, and other areas of the Elgar Petersen Arena utilized by the Club for the purpose of carrying out their normal Club duties. These keys can be distributed as the Club sees fit and may not be duplicated.
- h) To allow the Club to erect Club related activity banners at predetermined locations of the Elgar Petersen Arena designated by the City. The purchase cost of these banners shall be the Club's responsibility, and the City employees shall respect said banners.
- i) To allow the club to erect league logos at the east end of the Elgar Petersen Arena. These said logos must be displayed on a wooden board construction and must be removable from the arena walls. Furthermore, all expenses to construct and install will be the responsibility of the Club and that the Club must update these logos as required.
- j) To provide the Club with use of the trainer room for storage. The Club agrees that they make the room available as a dressing room for Arena User Groups when necessary.
- k) Provide access to the fitness and aquatic center during scheduled hours for the players and staff, as long as the usage does not disrupt or displace regular City programming.

7. THE PARTIES FURTHER AGREE AS FOLLOWS:

- a) That the schedules of ice time shall be mutually agreed upon between the parties and shall be completed in such a manner as shall best serve the purpose of all parties concerned, provided however, that in the event of any dispute between the parties the decision of the City's Director of Community and Leisure Services shall be final.
- b) The City shall have the right at any time to enter and inspect the areas described in paragraph 4(d) for maintenance and emergency services; however, the office and equipment area will only be entered while accompanied by the Coach, General Manager, or President of the Club except in the case of any emergency as determined by the City.
- c) The Club shall have priority of the ice time for regular league game play once the league schedule has been drawn up and is in the hands of the Director of Community and Leisure Services. However, any bookings made by other users prior to the league schedule being drawn up will have first priority.
- d) The Club must book ten (10) days in advance when scheduling exhibition games; however, prior bookings take priority unless suitable arrangements can be agreed upon.
- e) The Club shall have priority of ice time for Spring Training Camp from 9 am until 9 pm daily.
- f) The Club shall have priority of ice time for playoff games once the actual schedule has been drafted and is in the hands of the Director of Community and Leisure Services. The City will ensure that the maximum period of time that the ice is unavailable to the Broncos is in 4 day increments. The City agrees to discuss opportunity for games immediately prior to and following a major event that displaces the Club.
- g) The City will provide an area for the Club to display and sell merchandise.
- h) The Club shall be allowed to display any Club promotional items during the course of any Club games, relating to Club activities.
- i) The President of the Club and the Director of Leisure Services of the City shall be responsible liaisons between the City and the Club.
- j) That both parties act in good faith in all regards and that any issues or concerns are dealt with in a timely manner.
- k) The Club further agrees to abide to all City related policies not described within this agreement.
- l) The Club hereby understands and agrees that all rates mentioned within the said lease agreement shall be subject to all applicable taxes.
- m) This agreement will be reviewed on an annual basis between the City and the Club.

8. FACILITY DISPLAY ADVERTISING

- a) The Club shall administrate and co-ordinate the Display Advertising program within the Elgar Petersen Arena.
- b) The Club will have full rights to all display advertising within the Elgar Petersen Arena. The club will be limited to a maximum of 26 Ice Logos. The Club will work with the City on any new marketing plans for the facility to ensure they don't negatively impact safety or usability of the facility by other groups.
- c) The Club will keep 100% of this advertising revenue, under the condition that the Club provides user groups of the facility opportunities to be involved in their activities.
- d) The Club will incur all material and supply expenses for advertising within the Elgar Petersen Arena. With proper notice, the City will install the advertising within Elgar Petersen Arena.
- e) All ice logos and designs must be provided two (2) weeks prior to starting the ice season. Logos that are to be installed during the ice season will have an additional cost of \$500.00 per logo.

- f) The City will not replace or take responsibility for damages that occur to logos or advertising display signs. If this damage occurs from neglect or carelessness from the City or City staff, the City will take full responsibility.
- g) The Club will also receive exclusive rights to 100% of the revenues generated from advertising displayed on the Ice Resurfacer. All expenditures associated with the advertisement displayed on the Ice Resurfacer will be the responsibility of the Club.

IN WITNESS WHEREOF the City of Humboldt has hereunto caused its corporate seal to be affixed as attested by the hands of its proper officers in that behalf this _____ day of _____, **2023**, A.D.

CITY OF HUMBOLDT,

Per: Mayor – **Michael Behiel**

Per: City Clerk – **Lori Yaworski**

IN WITNESS WHEREOF the Humboldt Bronco Junior Hockey Club has hereunto set their hand and seal this _____ day of _____, **2023**, A.D.

HUMBOLDT BRONCOS,

Per: President

Per: Vice President

Witness

CITY OF HUMBOLDT REPORT

TITLE: 2023 Concrete Program Tender Award

PREPARED BY: Peter Bergquist A.Sc.T; Public Works and Utilities Director

REVIEWED BY: Joe Day, City Manager

PREPARED FOR: Special City Council

DATE: May 8, 2023

RECOMMENDATION

That Westcrete Curb and Landscaping be awarded the 2023 Concrete Program in the amount of \$192,879.00 (plus applicable taxes).

BACKGROUND

The concrete program for 2023 includes:

- 14th Street – 6th Avenue to 8th Avenue
- Various Patching Locations

CURRENT SITUATION

The tender was issued on SaskTenders on April 14th, 2023, and closed on May 2nd at 2pm. No requests were made to extend the closing date. The lowest bidder was Westcrete Curb and Landscaping. Bids are summarized as follows:

Contractor Name	Net Bid Price (Not Included Taxes)
Westcrete Curb & Landscaping – Humboldt, SK	\$192,879.00
Northstar Concrete Inc. – Moose Jaw, SK	\$267,375.00

OPTIONS

- Approve the tender award.
- Not approve the tender award.

ATTACHMENTS

None

COMMUNICATION AND ENGAGEMENT

The bidding contractors as well as affected homeowners/businesses will be notified of the decision and plans for the replacement project.

FINANCIAL IMPLICATION

The 2023 budget anticipated the cost of the 14th Street capital project at \$152,400 (Including PST) and the anticipated cost of various concrete replacements around the city \$66,000. The capital project component came in approximately \$10,000 higher than budgeted which might impact the forecasted draw from reserves for the 14th Street capital project.

Applicable Budget:	\$218,400.00
Lowest Bid:	- \$192,879.00 (Net Bid Price)
6% PST	- \$11,572.74
5% Contingency	- <u>\$10,222.59</u>
Preliminary Total Under Budget:	\$ 3,725.67

CONCLUSION

The 2023 concrete tender appears to be favorable. Westcrete has completed the City's concrete projects for many years. Staff are confident in their abilities to accomplish the work to the satisfaction of the city.