



**VISION:** We will be a vibrant, dependable and clean city where services are delivered innovatively and effectively.

**MISSION:** To provide effective operations of the city through collaboration of members, management and staff.

City Hall, Hamilton  
**Property & Safety Committee**  
22 February 2016  
2:00 pm

**Present:** Councillor Henry Ming (Chair)  
Rt. Wor. Charles R. Gosling, JP  
Councillor George Scott, JP

**In Attendance:** The Secretary - Ed Benevides, JP  
The City Engineer - Patrick Cooper  
The Event Project Manager - Danilee Trott

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1. **Confirmation of Notice:** The Secretary confirmed that the appropriate notice and agenda were posted as per the meeting guide requirements.
  2. **Role of the Chairman:** Councillor Henry Ming was acknowledged as Chairman.
  3. **Open Meeting:** Councillor Ming opened the meeting at 2:05pm.
  4. **Apologies:** The Secretary confirmed that no apologies were received.
  5. **Public Participation:** The Secretary confirmed that there was no request for public participation.
  6. **Correspondence:**
    - (i) **Letter from Greenaap Consultants Limited re: Queen Elizabeth Park Pergola** - this is a thank you letter from the group that rebuilt the pergola in QEP and was the first planning application that required doing something in the public realm. The group managed to do the project in a timely fashion with very little disruption and it looks great. The lumber cost was \$1,762.80 but the cost of the project was more than \$15K - \$20K.

**7. Minutes of Previous Property & Safety Meeting dated 19 January 2016**

**Proposed:** The Mayor, Charles Gosling

**Seconded:** Councillor G. Scott

The Minutes were accepted as read.

**8. Matters arising out of the Meeting dated 19 January 2016:**

(i) **Previous Lease for Pier 6 to Mr. David Kessaram** - this matter has been taken over by the Events Department. The Whitfield Group (TWG) has removed the tent and there is a meeting scheduled this week for a handover. The deck repairs have been done and the internal works are now being checked to ensure that all of the fixtures and fittings have been removed. A meeting has been tentatively set up for Wednesday but no response has been received from the tenant. Councillor Ming commented on the electricals on the lower level. The City Engineer said that all has been sealed up and is in good order. The Event Project Manager queried the timeframe when the building will be ready because the first booking is 21 March 2016. The City Engineer said that if all of the repairs, etc. are not done within a week, he will change the locks and the CoH will do the work. The Event Project Manager requested that once the building is ready to advise so that photographs can be taken for promotional purposes.

(ii) **Timeframe for Upcoming Events Booked for Pier 6** - discussed in previous item. There are a few back-to-back events, i.e. the Food Festival in April and events all through the summer.

(iii) **Consultation with Mr. David Kessaram of Legal Steps that can be taken re: Pier 6** - action item completed.

(iv) **Curtains in the Mayor's Parlour** - this is in reference to the curtains and the mini blinds. The Senior Engineer has a plan.

**ACTION:** The City Engineer to follow-up with the Senior Engineer of any progress made regarding the curtains and mini blinds in the Mayor's Parlour.

(v) **Follow-up with the General Superintendent re: Timeline for the Music in the City Hall Foyer** - the equipment has been ordered and the purchase order has been issued. Once the equipment arrives it will be installed. The music will be welcoming yet uncomfortable over a long period of time.

**9. Status Update:**

There are no updates to report.

**10. Recommendations for Review:**

(i) **Draft Lease - Skate Park, Bull's Head Car Park**

(ii) **Draft Lease - Futsal Court, 6 Elliott Street West**

These leases have been drafted by Appleby who have advised that they both should be of a similar ilk. The CoH is leasing the property to them and they are going to look after the installations. The CoH is taking no liability or operational responsibility for them. The maximum term of the lease is for 20 years. The thought behind the 20-year lease is that both of these installations are going to be quite expensive and if someone is going to make this type of an investment, they would need some sort of a guarantee. This information has not gone back to the tenants; this is for the committee to discuss further.

The Mayor queried whether there is an "out clause" if the ventures did not work. Councillor Ming commented on the note under **Item 5.2.2 - "Forfeiture"**: (i) being an individual: (a) is the subject of a bankruptcy order; or (b) is unable to pay his debts, etc. He also asked if the businesses were allowed to sub-lease. Councillor Ming said that if it is not stipulated in the lease that they are not allowed to sub-lease could it be interpreted that they could be allowed to do so. The City Engineer said that generally if there is silence on a matter the tenant would have to seek permissions and should not assume that it does not exist.

**Termination:** the CoH can terminate the lease with three (3) months' notice after ten (10) years. There was a query whether there was a cost/liability associated with an early termination. The City Engineer advised that after the ten (10) years there would be no cost. He then commented on the "Landlord's Covenants" and that the lawyer will have to make some changes, i.e. the CoH will not be responsible for the general maintenance - sweeping, maintaining the bathroom facilities, etc. If the entities wanted the CoH to deliver those services they would be charged accordingly. There would be no charge for rent (a peppercorn payable on demand); it will be a partnership between the CoH and the entity.

**ACTION:** The committee to review both leases and make any suggested changes. Then the recommendation can be made in the next committee meeting (March) and then brought forward to the Council in April for approval.

Both groups are quite interested in moving forward. They are both community groups and the leases are almost identical, there are few clauses that deal with (i) the futsal court and the things that will happen on the court versus (ii) the issues on the skateboard park.

The Mayor queried if there was a level of comfort in taking the two (2) properties in question out of the land bank for 20 years. The City Engineer said he does not see anything in the near future that would require the CoH to use those two (2) properties or a buyout and get access to them. He does not foresee any need for that property and the futsal court would be easier to re-locate because it is mostly equipment that could be transferred elsewhere. Dialogue continued.

There was discussion on putting a buy-out clause in the lease in the event that something should arise in the next 5-10 years and the CoH has made this commitment with the properties. If something should come up and it is more profitable, then the CoH can have the option to buy-out.

## **11. Any Other Business**

(i) **Bermuda Fashion Festival** - this event has grown a bit beyond the CoH's venues. Last year there was an issue because of the rain and there is no indoor venue within the City that can hold the number of people.

The Event Project Manager did a site visit two (2) weeks ago at the National Stadium under the big tent (82'x100') which it is permanently erected and is under a contract for three years. Her initial thought was to rent the tent and move it to Front Street. She queried if there would be any major pushback from the Council in changing the venue for two (2) designer shows to be held at the National Stadium. The issue is that she will keep planning the event for the park but there is no backup whatsoever in the event of inclement weather. To have the National Stadium just as a backup would be at full price charges, i.e. \$10K a day (\$18K for the week). If rented as the set venue it would be eight (8) days for cost only, i.e. \$1500 for those days and they will be a sponsor. Evolution and the Hair Show will still be held in the City as well as the social events. Councillor Ming said this matter should be put forward to the Board.

The Mayor commented on the change of name for the event from the Hamilton Fashion Festival to the Bermuda Fashion Festival. There was continued dialogue.

The Event Project Manager commented that five (5) years ago she presented the idea to put a permanent tent over #1 Car Park but the Pier 6 tent took priority. To purchase a tent it would cost approximately \$300K - \$400K plus erection costs. At the designer shows there about 800- 1K people seated under a covered space with a runway. Evolution would need to have the space for \$3K but there is nowhere that could hold that number. She would be happy to accommodate 1K being able to seat the 750 VIP's. The venue used last year, Ruth Seaton James theatre which holds 650 was not enough seating space and there were some sponsors that had to stand. There was further discussion on the liability of cancelling the event, rain insurance, etc.

The Mayor suggested booking the tent at the National Stadium and having the insurance in case the weather was good so that the tents would not have to be used. It would be a way of being able to pay off a large portion of the rental charges for the tent for non-usage. He said that the CoH wants to hold the Bermuda Fashion Festival in Hamilton but worse-case scenario which would be rain is that the event would be held up at the National Stadium.

The other issue is the logistics because a rain call would have to be made almost two (2) days in advance as there is not enough staging on the Island to have both set up at the same time as it takes a day to set up. The City Engineer asked about the tent that belonged to Star Time. The Event Project Manager said that the tent is in pieces, it was lost section by section when it was down at the Base Gate when the bad weather hit. The City Engineer suggested checking to see how much it would cost to rent a clear span tent and clear span the area where the runway would go and if the weather is good can put the sides up, etc. The Event Project Manager said the other clear span tent could not fit in Barr's Bay Park and would have been happy to move to it #1 Car Park.

**ACTION:** The Event Project Manager to approach Star Time to see if they are willing to put it back together by July 2016. A written guarantee would have to be received from them indicating that the tent would be on Island and operable by June 2016.

Grandview Tent Rentals have a clear span tent but it is only 50'x80' and could only seat about 600 people. The City Engineer suggested renting a tent from overseas. National Stadium is tentatively holding the request for use of the tent for a week.

**ACTION:** The Event Project Manager to look into the rental costs to rent a tent from overseas.

**ACTION:** The Event Project Manager to check with the insurance companies with reference to insurance coverages relating to the usage/non-usage of the tent at the National Stadium.

There was further discussion.

**ACTION:** The Event Project Manager will forward an email update to committee members regarding the options for the rental of a tent for the Bermuda Fashion Festival.

(ii) **Bermuda Employers Council Hall of Fame in the Foyer**- the Secretary spoke to Mr. Jensen last week and reminded him that he owes the CoH some information and their intentions or the CoH would make a decision without them. He has not received a response from him to date.

(ii) **BSoA and BNG** - the Mayor suggested that the two (2) tenants should be approached to provide them with the opportunity to properly and better market their art (mainly wall space) in the foyer. The Event Project Manager said that her department does a great deal of foyer bookings and cannot have a lot of statues and loose art positioned in the foyer. Sometimes the foyer is rented out for month long periods, e.g. breast cancer month, etc. The galleries would have to work very closely with the Events Department in that regard so there are no conflicts.

**ACTION:** Agenda item - space in the City Hall foyer re: Bermuda Employers Council (BEC) and BSoA and BNG to be placed on the agenda of the next Property & Safety Committee meeting.

(iii) **Update on 7 Queen Street (former Lemon Tree)** - the City Engineer is working with the lawyer in getting the new lease sorted out. The new tenant wanted a number of small changes to the CoH's standard lease, some of which makes sense while others are pushing the envelope.

(iv) **RBYC** - they are looking for an extension.

**ACTION:** The City Engineer to bring the request from RBYC to the next Property & Safety Committee meeting.

(v) **Residential Properties** - there has been no resolution in what is going to be done with some of the residential properties which are in bad condition. The Secretary recalled that during the previous administration a complete valuation of all of the residential properties was done. The report is done indicating changes for structural repairs, etc.

**ACTION:** The Property & Safety Committee to review the report on the residential properties with a view to making some recommendations in the next Property & Safety Committee meeting.

(vi) **New Works Depot** - the roof was damaged in the hurricanes last year; the whole membrane lifted and separated. The CoH has received the insurance money for it and have had to top it up with funds. The insurance is paying \$140K and the CoH is putting in \$30K.

(vii) **City Hall Tower** - the tower is down, getting it measured up and will be selecting a fabricator soon to build a new one.

(viii) **Update to the Exchange of Properties on Canal Street** - the Board had resolved to give the Secretary and the City Engineer permission to negotiate a land swap between Butterfield & Vallis and the CoH on Canal Street, i.e. where the properties on top of the cliff where Brooklyn Lane comes around and Butterfield & Vallis is on the other side. Butterfield & Vallis has bought the three (3) properties. They want to excavate and reduce it down to road level. Some of it was on CoH's property and the CoH wanted to get a sidewalk. The CoH proposed a land swap to get the sidewalk and Butterfield & Vallis could get the property and they have rationalised the boundary. It worked out that it is a completely equal land swap and both entities are splitting the legal costs.

(ix) **Ewing Street East going over to Union Street** - surveyors are doing a land boundary survey there and they have uncovered numerous encroachments on to the CoH property.

**ACTION:** The City Engineer will provide the surveyors' report for the committee members at the next Property & Safety Committee meeting.

Further discussion ensued regarding other encroachments.

(x) **Land Swap - Canal Road** - this piece is in front of Fenchurch and it is the last 50 meters to join up the two (2) sidewalk sections. The property is encroached on Canal Road when the pillars were built and the CoH can offset where their encroachment is with a piece that can be taken off the other side.

There was no further business to be discussed.

The meeting closed at 2:50pm.