



OFFICE OF THE CITY CLERK COUNCIL SERVICES

Phone: (519)255-6211

CITY HALL
WINDSOR, ONTARIO
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E-mail: clerks@citywindsor.ca

WEBSITE: www.citywindsor.ca

CAO APPROVAL

The Chief Administrative Officer approved the following recommendation:

Report Number: CAO 80/2024
Approved: Wednesday, April 17, 2024

I. THAT **APPROVAL BE GIVEN** to enter into a License Agreement with Windsor Athletic Association, for exclusive use of space within Mic Mac Park in accordance with the following terms:

BASIC TERMS:

- | | |
|------------------------------------|--|
| a) Licensee | Windsor Athletic Association |
| b) Commencement Date | March 1, 2024 |
| c) License Term | One (1) year |
| d) License Termination Date | February 28, 2025 |
| e) Permitted Use | Use of the Batting Cage for batting practice, and of the Clubhouse as a meeting space/storage space, by the Licensee |
| f) Clubhouse | The approximately 676 square foot clubhouse, as shown in the aerial diagram attached as Appendix B |
| g) Batting Cage | The approximately 2,250 square foot batting cage, as shown in the aerial diagram attached as Appendix B |



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- h) Licensed Land** Collectively, the Batting Cage and Clubhouse
- i) Operating Season** Licensee acknowledges that Parks Operating Season runs May 1st to October 31st each year. Licensee further acknowledges that between Parks Non-Operating Season of November 1st through April 30th, Parks' staff may not conduct regular Parks maintenance, including snow removal and the Licensed Land may be inaccessible
- j) Annual License Fee** \$1.00, plus HST
- k) Security Deposit** \$1,500 (see Special Provisions)
- l) Land Taxes** N/A
- m) Utilities** In the event the Licensee requires hydro or other utility services, the locations of which are to be pre-approved by the Executive Director of Parks and Facilities or designate, the costs for all such installations by a licensed electrician and associated permit costs, as well as monthly charges therefor, are to be borne solely by the Licensee
- n) Insurance** General Liability Insurance
Minimum Limit \$2,000,000.00 per occurrence
The Corporation of the City of Windsor to be listed as additional insured and 30 days' notice of cancellation. The policy shall contain a cross-liability/separation clause
- o) Renewal** One (1) year option to renew on the following conditions:
- (i) Licensee provides written notice of its intent to exercise the renewal option no later than



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three (3) months' prior to the expiration of the original Term;

- (ii) Any renewal will be on the same terms and conditions herein, save and except the security deposit, which will be negotiated and mutually agreed upon by the parties within the thirty (30) day period following provision of notice of the Licensee's intent to exercise its option, failing such mutual agreement, the option is void

p) Guarantor

None

q) Special Provisions:

Licensee can access the Licensed Land during the regular operational hours of Mic Mac Park, being between 5:00 am and 11:00 pm, in accordance with City By-law No. 131-2019. Entrance to the Batting Cage is only permitted through the access gate adjacent to soccer field 3 (see Appendix B)

All maintenance and repair costs of the Licensed Land will be borne by the Licensee

Licensee agrees to indemnify and hold the City harmless against any and all claims, demands, liabilities, actions or causes of action, or fines which may arise from the existence or use of the Licensed Land, as may be advanced by any party, including third parties

Licensee consents to the use of the Licensed Land by third parties, in the event Licensee is not using the Licensed Land and the City has rented the adjacent baseball diamonds to a third party

Licensee acknowledges that it is required to inspect and maintain the Batting Cage to ensure same is reasonably safe for users



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Licensee agrees to deliver to the Manager of Parks Operations, or designate, two (2) sets of keys for the Batting Cage. Licensee acknowledges that City staff may enter the Licensed Land upon 24 hours' notice to Licensee for the purpose of conducting inspections

Licensee will pay a security deposit of \$1,500.00, to be held for the duration of the License Term and any renewals thereof in the Deposits account 001-1250. The security deposit will be used to rectify any deficiencies related to the Batting Cage noted by Parks' staff that the Licensee fails to remedy within the timeline prescribed by the Executive Director of Parks and Facilities, or designate. In the event that Licensee abandons the Batting Cage, the cost of removal of the Batting Cage and restoration of the Licensed Land will be paid from the security deposit

Licensee acknowledges that, upon termination of the license agreement, Licensee will deliver up and surrender possession of the Licensed Land, to be restored at the Licensee's own cost to the satisfaction of the Executive Director of Parks and Facilities, or designate, acting reasonably

Licensee is responsible for cleaning and maintaining the washroom space within the Clubhouse at its own cost

The Licensee acknowledges its obligations in accordance with City By-law No. 131-2019 and City By-law No. 113-2006, and specifically that it shall not possess, consume, serve or sell alcohol, or engage in smoking any lighted or heated equipment used to smoke or vaporize any tobacco



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or non-tobacco product, within the Licensed Land;
and,

II. THAT the Chief Administrative Officer and City Clerk **EXECUTE** a License Agreement, to be satisfactory in form to the City Solicitor, satisfactory in content to the Lease Administrator and the Executive Director of Parks and Facilities, and satisfactory in financial content to the City Treasurer.

Report Number: CAO 80/2024

Clerk's File: APM/14705

Anna Ciacelli

Deputy City Clerk / Supervisor of Council Services

April 18, 2024

Department Distribution

Lease Administrator
Manager, Real Estate Services
Acting City Solicitor
Acting Commissioner, Corporate Services
Executive Director, Recreation & Culture
Executive Director, Parks & Facilities
Commissioner, Community Services
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