



# OFFICE OF THE CITY CLERK COUNCIL SERVICES

Phone: (519)255-6211

CITY HALL  
WINDSOR, ONTARIO  
N9A 6S1

Fax: (519)255-6868

E-mail: [clerks@citywindsor.ca](mailto:clerks@citywindsor.ca)

WEBSITE: [www.citywindsor.ca](http://www.citywindsor.ca)

## CAO APPROVAL

The Chief Administrative Officer approved the following recommendation:

**Report Number: CAO 153/2024**  
**Approved: Friday, July 12, 2024**

I. THAT the license agreement between The Corporation of the City of Windsor and Windsor South Canadian Little League for exclusive use of the batting cage at Veterans Memorial Park, approved under delegation of authority (CAO), **BE AMENDED** effective July 1, 2024 in accordance with the following:

***Delete subsections e) and f) from the Basic Terms in their entirety, and replace them with the following:***

- |                         |  |
|-------------------------|--|
| <b>e) Permitted Use</b> | Use of the Batting Cage for batting practice, and of the Clubhouse as a meeting space/storage space, by the Licensee   |
| <b>f) Licensed Land</b> | <b>Concession/Storage Space</b><br><b>(lower level):</b> 500 sq ft<br><b>Washroom Space(lower level):</b> 240 sq ft<br><b>Clubhouse (upper level):</b> 1,000 sq ft<br><b>Batting Cage:</b> 1,022.25 sq ft<br>As shown in the aerial diagram attached as Appendix B |

***Add the following to subsection q):***

- |                              |   |
|------------------------------|---|
| <b>q) Special Provisions</b> | All maintenance and repair costs of the Licensed Land will be borne by the Licensee<br><br>Licensor's Parks Operations staff shall be responsible for cleaning, opening and locking the adjacent washroom facilities, including |
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maintenance and repair of toilettes, faucets, fixtures, lighting, stalls, and doors within the existing washroom facilities during the Term of the License

Licensors shall be responsible for winterizing the water system in the Fall and turning the water back on in the Spring

Licensee shall be allowed to repair and renovate the Licensed Land, at its own expense, provided that no alterations or additions to the existing structure are undertaken without the pre-approval to any plans by the City's Executive Director of Parks and Facilities or designate and, that all renovations are completed according to applicable code and to the satisfaction of the City acting reasonably and that the Licensee shall be responsible for obtaining all necessary permits and inspections. Repair and / or replacement of any assets at the Licensed Land will require that the Licensee use only City-approved vendors to complete such repair and / or replacements. All such alterations and improvements shall immediately become the property of the City

Licensee shall pay promptly, when due, all costs incurred in connection with such repair, replacement or renovation, whether for work, services or materials, at the Licensee's own cost and expense, keep the interest of the City and the Licensed Land free of liens, charges and encumbrances of any nature and shall defend, indemnify and save harmless the City against all cost of the work and all liens arising therefrom and to forthwith discharge and/or vacate any construction liens and/or certificates of action which may affect any portion of the Licensed Land



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Licensee shall not use any existing mechanical / service room where City infrastructure is present (i.e. irrigation system, water main, backflow, electrical controls, club car, maintenance tools, etc.) for storage

Licensee acknowledges that the baseball diamonds within Veterans Memorial Park are not included in this License and that the Licensee is responsible to book and pay for diamond use as per the Sport Field Allocation Policy and Procedures

Licensor shall be responsible for maintenance of the baseball diamonds within Veterans Memorial Park. Licensee shall not make any improvements to the baseball diamonds, including infrastructure, without prior written approval of the City's Executive Director of Parks and Facilities or designate. If approved, any such improvements will be will be at the Licensee's sole 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 or non-tobacco product, within the Licensed Land

II. THAT **APPROVAL BE GIVEN** to renew the license agreement with Windsor South Canadian Little League, for exclusive use of part of Veterans Memorial Park for the batting cage and clubhouse in accordance with the following terms:

### **BASIC TERMS:**

- |                      |                                      |
|----------------------|--------------------------------------|
| a) Licensee          | Windsor South Canadian Little League |
| b) Commencement Date | July 1, 2024                         |



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- c) **License Term** One (1) year
- d) **License Termination Date** June 30, 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) **Licensed Land**
- |  |                |
|--|----------------|
| <b>Concession/Storage Space (lower level):</b> | 500 sq ft      |
| <b>Washroom Space(lower level):</b>            | 240 sq ft      |
| <b>Clubhouse (upper level):</b>                | 1,000 sq ft    |
| <b>Batting Cage:</b>                           | 1,022.25 sq ft |
- As shown in the aerial diagram attached as Appendix B
- g) **Operating Season** Licensee acknowledges that Parks Operating Season runs May 1<sup>st</sup> to October 31<sup>st</sup> each year.
- Licensee further acknowledges that between Parks Non-Operating Season of November 1<sup>st</sup> through April 30<sup>th</sup>, Parks' staff may not conduct regular Parks maintenance, including snow removal and the Licensed Land may be inaccessible
- h) **Annual License Fee** \$1.00, plus HST
- i) **Security Deposit** \$1,500 (see Special Provisions)
- j) **Land Taxes** N/A



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**k) 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

**l) 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

**m) 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 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 day period following provision of notice of the Licensee's intent to exercise its option, failing such mutual agreement, the option is void

The term recommended is the renewal period.

**p) Guarantor**

None



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### q) Special Provisions

Licensee can access the Licensed Land during the regular operational hours of Veterans Memorial Park, being between 5:00 am and 11:00 pm, in accordance with City By-law No. 131-2019

Licensee is granted a non-exclusive license through Veterans Memorial Park during the Term, strictly for the purpose of accessing the Licensed Land

All batting cage maintenance and repair costs, and costs for maintenance 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 batting cage, as may be advanced by any party, including third parties

Licensee acknowledges that it is required to inspect and maintain the batting cage to ensure same is reasonably safe for users of the batting cage and surrounding Licensed Land

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 on the Licensed Land noted by Parks' staff that the



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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 Licensed Land, 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

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

Licensors' Parks Operations staff shall be responsible for cleaning, opening and locking the adjacent washroom facilities, including maintenance and repair of toilettes, faucets, fixtures, lighting, stalls, and doors within the existing washroom facilities during the Term of the License

Licensors shall be responsible for winterizing the water system in the Fall and turning the water back on in the Spring

Licensee shall be allowed to repair and renovate the Licensed Land, at its own expense, provided that no alterations or additions to the existing structure are undertaken without the pre-approval to any plans by the City's Executive Director of Parks and Facilities or designate and, that all renovations are completed according to applicable code and to the satisfaction of the City acting reasonably and that the Licensee shall be responsible for obtaining all necessary permits



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and inspections. Repair and / or replacement of any assets at the Licensed Land will require that the Licensee use only City-approved vendors to complete such repair and / or replacements. All such alterations and improvements shall immediately become the property of the City

Licensee shall pay promptly, when due, all costs incurred in connection with such repair, replacement or renovation, whether for work, services or materials, at the Licensee's own cost and expense, keep the interest of the City and the Licensed Land free of liens, charges and encumbrances of any nature and shall defend, indemnify and save harmless the City against all cost of the work and all liens arising therefrom and to forthwith discharge and/or vacate any construction liens and/or certificates of action which may affect any portion of the Licensed Land

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designate. If approved, any such improvements will be will be at the Licensee's sole cost

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III. THAT the Chief Administrative Officer and City Clerk **EXECUTE** a License Amending and Renewal 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 153/2024  
Clerk's File: APM/14705

*Anna Ciacelli*

Deputy City Clerk / Supervisor of Council Services  
July 16, 2024

### Department Distribution

Lease Administrator
Manager of Real Estate Services
City Solicitor
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