



OFFICE OF THE CITY CLERK COUNCIL SERVICES

Phone: (519)255-6211

CITY HALL
WINDSOR, ONTARIO
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WEBSITE: www.citywindsor.ca

CAO APPROVAL

The Chief Administrative Officer approved the following recommendation:

Report Number: CAO 214/2024

Approved: Thursday, October 3, 2024

I. THAT **APPROVAL BE GIVEN** for a lease renewal agreement between The Corporation of the City of Windsor and Parkside Tennis for 6 Memorial Drive, in accordance with the following terms:

BASIC TERMS:

- | | |
|-------------------------------|--|
| a) Tenant | Parkside Tennis Club |
| b) Tenant's Address | 6 Memorial Drive
Windsor, Ontario N8X 5C8 |
| c) Commencement Date | September 1, 2024 |
| d) Termination Date | August 31, 2029 |
| e) Leased Premises | 6 Memorial Drive
Windsor, Ontario N8X 5C8 |
| f) Site Area | Approximately 68,000 square feet
(Including indoor and outdoor tennis courts) |
| g) Annual Basic Rental | September 1, 2024 to August 31, 2025
\$80,630.43, per annum, plus HST |

In each subsequent year of the Term, commencing September 1, 2025, Annual Basic Rental shall increase by the prior year's average annual increase



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in the Consumer Price Index (“CPI”) as published by Statistics Canada or the actual increases to the Landlord’s operating costs at the Leased Premises for the previous year

h) Monthly Basic Rental

September 1, 2024 to August 31, 2025
\$6,719.20 per month, plus HST

In each subsequent year of the Term, commencing September 1, 2025, Annual Basic Rental shall increase by the prior year’s average annual increase in the Consumer Price Index (“CPI”) as published by Statistics Canada or the actual increases to the Landlord’s operating costs at the Leased Premises for the previous year

i) Land Taxes

N/A

j) Utilities

Payable by Tenant (hydro, water, gas)

k) Permitted Use

Tennis Court rental and Clubhouse

l) Insurance

General Liability Insurance
Minimum Limit \$5,000,000.00
Tenant’s Legal Liability Insurance
Minimum Limit \$300,000.00
The Corporation of the City of Windsor to be listed as an additional insured and 30 days’ notice of cancellation

m) Renewal

Upon mutual consent of the Landlord and Tenant, a five (5) year option to renew, on the same terms and conditions contained herein, save and except rent. The term recommended represents the renewal period

n) Guarantor

None



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o) Special Provisions:

Tenant may terminate the Lease Agreement prior to the Termination Date upon six (6) months' written notice to the Landlord

For the purposes of the following Special Provisions, "**Day**" means the period between 8:00 am and 10:00 pm; and "**Half Day**" means a period of 7 hours within a 24-hour period.

Tenant agrees to:

a. Organize and facilitate:

- i. One tennis tournament for the students of all grade schools under the jurisdiction of all District School Boards within Windsor and Essex County such tournament to be a minimum of three (3) Days in duration, unless otherwise specified by the Owner; and
- ii. One tennis tournament for all the students of all senior schools under the jurisdiction of all District School Boards within Windsor and Essex County, such tournament to be a minimum of three (3) Days in duration unless otherwise specified by the Owner.

b. Provide use of the Leased Premises, at no charge, to the Windsor Indoor Games, on an annual basis each year of the Term.

c. Host and actively promote, to the satisfaction of the Owner, and pay all costs incidental to such hosting and promotion, two provincial qualifying tournaments in each year of the Term, such tournaments to be a minimum of two (2) Days plus one (1) Half Day in duration unless



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otherwise specified by the organizers of such tournaments.

- d. Operate three (3) tennis clinics, each to be a minimum of four hours in duration, in parks within the City of Windsor, in each year of the Term, such clinics to be scheduled and coordinated with the approval of the Owner's Department of Recreation & Culture.
- e. Provide access to, at no charge, the outside facilities of the Leased Premises, and to the lounges and cafeteria of the indoor facilities, to the members of the Windsor Lawn Bowling Association during its annual tournament and at such other times as are mutually arranged by the Tenant and the Windsor Lawn Bowling Association.
- f. At the request of the Executive Director of Recreation & Culture, to annually review the terms of these Special Provisions and the programs which have been planned in accordance with it, and to make any modifications to same as mutually agreed upon.

The City agrees to make a one-time contribution of up to \$165,000.00, inclusive of HST, towards the repair, resurfacing and painting of the outdoor courts, pending approval of the project specifications from the Executive Director of Parks and Facilities, or designate, and their parties agree that:

- a. Preventative maintenance of the courts, shall be the responsibility of the Tenant who shall provide maintenance records to the City on a regular basis, as requested.



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- b. Any additional costs, including capital costs, maintenance and repair, related to the courts and surrounding lands over the remainder of the Term and any extensions thereof will be the responsibility of the Tenant, including anything related to this project. For greater certainty this shall not include maintenance and repair of the exterior of the Building which shall be dealt with under Section 35 of the Special Provisions; and,

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

Report Number: CAO 214/2024
Clerk's File: SR/12256

Anna Ciacelli

Deputy City Clerk / Supervisor of Council Services
October 4, 2024

Department Distribution

Lease Administrator
Manager of Real Estate Services
City Solicitor
Acting Senior Executive Director, Corporate Services
Executive Director, Recreation & Culture
Executive Director, Parks & Facilities
Commissioner, Community & Corporate Services
Commissioner, Finance / City Treasurer
Chief Administrative Officer