



TO : CITY MANAGER DATE: 1993 JUNE 03

FROM : DIRECTOR RECREATION & CULTURAL SERVICES

RE : LICENCE AGREEMENT RENEWALS FOR NORTH BURNABY LAWN BOWLING CLUB,  
SOUTH BURNABY LAWN BOWLING CLUB, CENTRAL PARK HORSESHOE PITCHING  
CLUB, BURNABY TENNIS CLUB AIR SUPPORT STRUCTURE, AND LEASE  
AGREEMENT RENEWAL FOR BURNABY TENNIS CLUB (CLUBHOUSE)

PURPOSE : To request Council to authorize the City Solicitor to execute the  
agreements as identified in this report.

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**RECOMMENDATION:**

1. THAT the City Solicitor be authorized to execute the agreements as  
identified in the attached report.

**REPORT**

At its meeting of 1993 June 02, the Parks and Recreation Commission received  
the attached staff report on the above subject and adopted the recommendation  
contained therein.

DENNIS GAUNT  
DIRECTOR RECREATION &  
CULTURAL SERVICES

tc  
Attachment  
A/1849

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MANAGER'S REPORT NO.	37
COUNCIL MEETING	93/06/07

RE: LICENCE AGREEMENT RENEWALS FOR NORTH BURNABY LAWN BOWLING CLUB,  
SOUTH BURNABY LAWN BOWLING CLUB, CENTRAL PARK HORSESHOE PITCHING CLUB,  
BURNABY TENNIS CLUB AIR SUPPORT STRUCTURE, AND  
LEASE AGREEMENT RENEWAL FOR BURNABY TENNIS CLUB (CLUBHOUSE)

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RECOMMENDATION:

1. THAT Council be requested to authorize the City Solicitor to execute the agreements as identified in this report.

REPORT

The lawn bowling, horseshoe pitching and tennis club facility licence and lease agreements have expired. New five year agreements are recommended. The effective dates will be 1993 April 15 to 1998 April 14.

The four organizations have provided years of service to the community and met the obligations as set out in the current agreements.

The conditions of the agreements have been reviewed. The North and South Burnaby Lawn Bowling Club agreements will be modified to incorporate our expectation that they will offer on a regular seasonal basis instructional programs in lawn bowling, and that they will be promoted to the general public. Participants will not be obligated to join the club or be sponsored. The club directors have agreed to providing this service. They have offered lessons in the past.

The licence agreements guarantee the clubs' priority use of the specified facility and require that they manage the operation of the facility and the related service. The facility could be used if available and appropriate for other community groups.

The lease agreement with the tennis club provides the club with exclusive use and control over the specified facility, in this case the clubhouse. The club is fully responsible for all costs associated with maintaining and operating the facility.

A summary of the basic terms of the agreements is attached.

With the concurrence of the Commission, Council will be requested to direct the Solicitor to execute the new agreements.

ND/se  
Attach.  
A/2529

GROUP	TERM	RENT/TAXES	COMMON UTILITIES	ITEMS IN LEASES & LICENCES MAINTENANCE REPAIRS, IMPROVEMENTS	INSURANCE	OTHER MATTER CONCERNING
LICENCES FOR SINGLE PURPOSE ACTIVITIES:						
1) South Burnaby Lawn Bowling Club	5 years	Club pays \$1.00 for entire term	-	- Club to maintain and repair premises, furniture. - Club to use any profits from use of premises to maintain, improve premises.	- Club to assume all risks, indemnify Municipality. - Club to provide comprehensive General Liability Insurance. - Club to provide Mun. annually with a copy of policy.	- Club to provide Mun. annually with a copy of operating statement, balance sheet, membership list. - Club to obtain required permits, abide by all laws. - Club not to remove any trees. - Mun. (Director) to approve Club's membership fees annually.
2) North Burnaby Lawn Bowling Club	"	"	-	"	"	"

LICENCES FOR MULTI-PURPOSE ACTIVITIES INCLUDING FACILITY RENTALS:

3) Bby. Tennis Club Air Support	5 years	Club pays \$1.00 per year	Club pays all utilities	Club to pay all costs of air support structure, extra costs incurred for surface, nets, posts. Club to provide janitorial service while air support is up. Club to pay 50% of maintenance on electrical equipment. Club to remove structure and store elsewhere.	- Same as #1, except: - Club to provide Mun. with copy of policy prior to commencement of any work hereunder. - Club to post a bond annually to ensure removal of structure.	- Club to provide Mun. annually with copy of operating statement, balance sheet, membership list. - Club to obtain required permits, abide by all laws. - Club to ensure that non-members have sufficient access to courts. - Mun. (Director) to approve proposed court user fees annually. - 60% of Club members must be Bby. residents.
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LEASES (WHERE SOCIETY HAS EXCLUSIVE USE OF FACILITY):

4) Bby Tennis Club Lease Agreement	5 years	- Club pays \$1.00 per year - Club pays all taxes including those for local improvements.	- Club to pay for water, gas, electric lights, power and telephone and other public utilities or services.	- Club to repair and maintain walks, gates, improvements, etc. Club may enter and inspect. Club to repair according to notice from Mun. - Club to pay costs of operating, maintaining premises and improvements. - Club to construct at own expense, all improvements including water, sewer, drainage, electricity, gas, etc. - Improvements, buildings rest in Mun. with no compensation to Club after lease expires.	- Same as above: - Club to provide Mun. with copy of policy prior to execution of lease.	- Club may not operate any business without Mun. permission. - Club to obtain required permits from all laws. - Club not to discriminate against any person by reason of race, colour, religion or origin. - Before constructing any improvements and specs. must be approved by Administrator (Director) - Club to provide Mun. annually with a copy of operating statement, balance sheet, membership list.
5) Central Park Orchestra Pitching Club	5 years	- Club pays \$1.00 for entire term		- Club to maintain and repair premises, furniture. - Club to use any profits from use of premises to maintain, improve premises.	- Same as above: - Club to provide Mun. with copy of policy before April 15 annually	- Club to provide Mun. annually with a copy of operating statement, balance sheet, membership list. - Club not to remove any trees - Mun. (Director) to approve Club's membership fees

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