

TO : CITY MANAGER  
DATE: 1997 AUGUST 07

FROM : ACTING DIRECTOR RECREATION AND CULTURAL SERVICES

SUBJECT : **CLIFF AVENUE UNITED FOOTBALL CLUB - LICENSE TO OCCUPY THE KENSINGTON FIELDHOUSE**

PURPOSE : To request Council's approval to execute a license with Cliff Avenue United Football Club to occupy the clubhouse portion of the Kensington Fieldhouse for a four year term, direction for the City Solicitor to prepare the license and authorization for the City Clerk to execute same.

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**RECOMMENDATIONS:**

1. THAT approval be given to execute a license with Cliff Avenue United Football Club to occupy the clubhouse portion of the Kensington Fieldhouse for a four year term, according to the terms and conditions outlined in the report.
2. THAT the Solicitor be directed to prepare a license for the Cliff Avenue United Football Club, and the City Clerk as authorized signatory be directed to execute same.

**REPORT**

At its meeting of 1997 August 06, the Parks and Recreation Commission received the attached staff report on the above subject and adopted the four recommendations contained therein.



KATE FRIARS  
ACTING DIRECTOR RECREATION  
AND CULTURAL SERVICES

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Attachment  
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cc: Director Finance  
City Solicitor

**SUBJECT: CLIFF AVENUE UNITED FOOTBALL CLUB -  
LICENSE TO OCCUPY THE KENSINGTON FIELDHOUSE**

**RECOMMENDATIONS:**

1. THAT approval be given to execute a license with Cliff Avenue United Football Club to occupy the clubhouse portion of the Kensington Fieldhouse for a four year term, according to the terms and conditions outlined in this report.
2. THAT the Solicitor be directed to prepare a license for the Cliff Avenue United Football Club, and the City Clerk as authorized signatory be directed to execute same.
3. THAT Council be requested to concur.
4. THAT a copy of this report be sent to Mr. Steve Hill, President of the Cliff Avenue United Football Club.

**REPORT**

The clubhouse portion of Kensington Fieldhouse has been allotted to the Cliff Avenue United Football Club since completion of the building in the fall of 1995.

The Club has very recently been granted not-for-profit society status, and is now prepared to enter into a license agreement with the City to occupy the clubhouse portion (upper floor) of the Kensington Fieldhouse.

A draft of the Terms and Conditions of the license are attached for the Commission's approval along with the Club's 1996 year-end financial statements. With respect to financial arrangements made between the City and the Club, the following should be noted:

- a) The \$70,000 payment required by the City by 1996 January 15, has been received.
- b) The \$5,000 annual payment to the City for 1996, has been received.
- c) To date for 1997: \$3,244 of the \$5,000 has been received. \$1,756 is outstanding and is due by 1997 December 31.
- d) The annual payment of \$5,000 or 60% of net profits (whichever is greater) will continue for the term of the lease.

It is therefore requested that approval be granted for the City to enter into a license agreement with Cliff Avenue United Football Club for occupancy of the clubhouse portion of Kensington Fieldhouse.

RH/DD:ps

Attachments (2)

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CLIFF AVENUE UNITED FOOTBALL CLUB  
BUILDING FUND BANK ACCOUNT

Statement of Receipts and Disbursements  
June 1/96 to May 31/97

BALANCE May 31, 1996 2,979.97

RECEIPTS June 1, 1996 to May 31, 1997 17,601.72

Donation - Optimist Club 1,000.00

CH rent (Assume includes refundable damage  
deposits not identified separately) 11,199.00

Bank refund 77.72

Loan from C.A.U.F.C. general operating funds 5,000.00

Return of rent refund issued in error 325.00

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DISBURSEMENTS June 1, 1996 to May 31, 1997 11,124.70

CH damage deposits returned 1,800.00

CH insurance 433.25

CH janitor 2,875.00

CH operating supplies 877.34

CH telephone 875.43

CH building repair 296.80

CH furniture/equipment purchases 2,907.75

CH furniture/equipment repairs/maintenance 309.36

CH operating - other 749.77

(signs, cheques, record keeping supplies,  
petty cash, engraving, mailing, key cutting,  
health permit, rent refund later redeposited)

BALANCE May 31, 1997 9,456.99

## CLIFF AVENUE UNITED FOOTBALL CLUB - KENSINGTON FIELDHOUSE

### LICENSE TERMS AND CONDITIONS

1. The Licensee shall be responsible for supplying all furnishings, equipment, utensils and sundry supplies to the Upper facility and shall keep the same in good repair.
2. The Licensee shall be responsible for the security of the Upper facility and for maintaining the Upper facility in a neat and clean condition at all times.
3. The Licensee shall be responsible for payment of all operating costs relating to the Upper facility including all heat, power and other utility costs and all the necessary janitorial and general maintenance costs. The City shall provide standard garbage pick-up services to the Clubhouse at no cost to the Licensee.
4. The City shall be entitled to access to the Upper facility for Parks and Recreation programs from 9:00 am to 3:00 pm and, if it is not being used by the Licensee, from 3:00 pm to 5:00 pm, Monday to Friday of each week. All uses including those by the City shall be booked at least two days in advance through the Licensee's booking agent.
5. The Licensee shall be entitled to sub-license the use of the Upper facility to other non-profit user groups, but only at rental rates approved by the City's Director of Recreation and Cultural Services. Under no circumstances shall the facility be sub-licensed to a business or commercial user.
6. The Licensee shall procure and maintain in force at all times during the term of this Agreement comprehensive general liability insurance coverage covering the Upper facility and the Licensee's use and occupation thereof with limits of not less than \$2,000,000 per occurrence, naming the City as an additional named insured and containing a cross liability clause. A copy of the insurance coverage must be filed with the City annually.
7. The Licensee shall obtain the authorization of the Burnaby Health Department as provided for in paragraph 5 of the Terms and Conditions prior to the commencement of any food service operation at the Upper facility.
8. The Licensee shall at all times maintain proper accounting records relating to its use and occupation of the Upper facility, including records for receipts and disbursements, and shall make such records available for inspection by the City.
9. All access to the Clubhouse shall be by way of the west parking lot off Kensington Arena and the pathway from the said parking lot; not by the arena service road. The said pathway shall be maintained in safe condition at all times by the City.
10. The Licensee shall immediately inform the City of any apparent need for structural repairs to the Clubhouse, and the City will promptly carry out such repairs at no cost to the Licensee.

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11. The City shall be entitled to enter and inspect the Clubhouse at any time.
12. The Licensee will pay the greater of \$5,000/year or 60% of Clubhouse net profits to the City of Burnaby. The payment must be received prior to December 31st each year, commencing 1997.
13. If the annual payment requires prorating for any period less than one year, it shall be prorated on a per diem basis.
14. The Licensee must be a registered non-profit society.
15. The Licensee must provide an annual report, reporting financial status to the City of Burnaby each year, a list of its current directors and a list of its membership complete with addresses.
16. The term of the license shall be for a four year period, with an option to renew for a further four years.

1997 August 01

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