



## CITY OF RICHMOND

### REPORT TO COMMITTEE

**TO:** Community Services Committee  
**FROM:** Dave Semple  
Director, Parks  
**RE:** **Richmond Tennis Club Agreement**

**DATE:** January 28, 2000  
**FILE:** 7200-01

#### STAFF RECOMMENDATION

That staff be directed to amend the current agreement between the Richmond Tennis Club and the City of Richmond by a further two years (as outlined in the report dated January 28, 2000 from Director, Parks).

Dave Semple  
Director, Parks

Att. 1

| FOR ORIGINATING DIVISION USE ONLY |   |                                       |
|-----------------------------------|---|---------------------------------------|
| <b>ROUTED TO:</b>                 | <b>CONCURRENCE</b>                                    | <b>CONCURRENCE OF GENERAL MANAGER</b> |
| Civic Buildings .....             | Y <input type="checkbox"/> N <input type="checkbox"/> | <hr/>                                 |
| Law .....                         | Y <input type="checkbox"/> N <input type="checkbox"/> |                                       |

## STAFF REPORT

### ORIGIN

The current lease between the City of Richmond and the Richmond Tennis Club for the Club's use of City-owned land in Minoru Park (Gilbert Road and Granville Avenue) reached the end of its 2-year term April 30, 1999. The current agreement allows for the Richmond Tennis Club to remain, upon expiration of the lease, as an overholding tenant subject to the City having to give the group two years' written notice of termination. The group is currently using the facility in this capacity of overholding tenant.

### ANALYSIS

The Richmond Tennis Club is applying to the Province of BC for a 'Community Spirit Grant' which would allow them to carry out a major capital works program on this site. This program will see a portable structure built to cover two additional courts thereby expanding winter play. In light of this application, and given that the group is now in the overholding phase of the lease, staff felt that now was an appropriate time to extend the lease for a further two years. This will provide a comfort zone to the group while they fundraise and construct for this facility.

Staff believe that extending the lease will not impact land use in the area. In fact, this initiative will benefit the City as a whole as the portable structure the Club is planning to construct will increase winter playing times for both the Club and the public (the Club currently provides public hours in the existing portables and plans to expand this if they build the new portable structure).

### FINANCIAL IMPACT

There is no financial impact.

### CONCLUSION

Staff recommend that the current lease with the Richmond Tennis Club be extended by two years. There does not appear to be a change in land use in the area and the extension will provide the group assurance to continue fundraising to cover two more courts enhancing tennis play for both Club members and the general community itself.

Dave Semple  
Director, Parks

**THIS AMENDMENT AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_ 2000 , in the City of Richmond, in the Province of British Columbia

**BETWEEN:** **RICHMOND TENNIS CLUB**, a society duly registered under the laws of British Columbia on the 4<sup>th</sup> day of June, 1975, under number S11624 and having its registered office at 6820 Gilbert Road, in the City of Richmond, in the Province of British Columbia,

(hereinafter called "the RTC")

**OF THE FIRST PART**

**AND:** **CITY OF RICHMOND**, 7577 Elmbridge Way, in the City of Richmond, in the Province of British Columbia, \_\_\_\_\_

(hereinafter called "the City")

**OF THE SECOND PART**

**WHEREAS:**

1. Under an Agreement dated July 4, 1995, the City entered into an Agreement with the RTC which included:
  - 1.1 a termination date of April 30, 1999; and
  - 1.2 an allowance that the RTC could, upon termination, remain as an overholding tenant; subject to
  - 1.3 the City having to give the RTC two years' written notice of termination.
2. The RTC has requested that the City grant an extension of the Agreement for a further two years; ie. the RTC requests that the termination date be changed to April 30, 2001.

**NOW THEREFORE, THIS AMENDMENT AGREEMENT WITNESSETH** that in consideration of the premises and agreements set out herein, the parties agree with each other as follows:

- 2.1 The agreement be extended to April 30, 2001
- 2.2 The RTC agree that in the event of a major emergency the City may take over the lands and buildings for any use as may be required, and without notice.
- 2.3 All other terms and conditions remain the same

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first above written.

The Corporate Seal of  
**RICHMOND TENNIS CLUB**  
was hereunto affixed in the  
Presence of its duly authorized  
Signing officers

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[illegible]

The Corporate Seal of  
**THE CITY OF RICHMOND**  
was hereunto affixed in the presence of

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Greg Halsey-Brandt, Mayor

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J. Richard McKenna, City Clerk

[illegible]