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**TO:** GENERAL COMMITTEE


**SUBJECT:** CENTENNIAL PARK – LIONS CLUB OF BARRIE PAVILION PARTNERSHIP

**WARD:** 2

**PREPARED BY AND KEY CONTACT:** K. BRADLEY, B.A., MLA, DIRECTOR OF FACILITIES & TRANSIT, EXT. 4710 

**SUBMITTED BY:** K. BRADLEY, B.A., MLA, DIRECTOR OF FACILITIES & TRANSIT

**GENERAL MANAGER APPROVAL:** R. FORWARD, MBA, M.Sc., P.ENG, GENERAL MANAGER OF INFRASTRUCTURE AND GROWTH MANAGEMENT 

**CHIEF ADMINISTRATIVE OFFICER APPROVAL:** C. LADD  
CHIEF ADMINISTRATIVE OFFICER 

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**RECOMMENDED MOTIONS**

1. That The Lions Club of Barrie be approved as the title sponsor for the reconstruction of the Lions Club of Barrie Pavilion in Centennial Park with the sponsorship to include a \$50,000 funding contribution to be paid in equal installments over (5) years commencing in 2015.
2. That the Mayor and City Clerk be authorized to execute a joint funding agreement between the City and the Lions Club of Barrie in a form acceptable to the Director of Legal Services and the Director of Facilities and Transit as attached in Appendix "A" of Staff Report FCT001-15.
4. That the construction of the Lions Club of Barrie Pavilion project at a gross cost of \$100,000 be included in the 2015 – 2019 Capital Plan for spending in 2016 and be funded from Tax Capital account 13-04-0440.

**PURPOSE & BACKGROUND**

3. The purpose of this report is to seek Council approval to enter into a joint funding partnership with The Lions Club of Barrie for the reconstruction of the Lions Club of Barrie Pavilion in Centennial Park and for the facility to continue to be named as the Lions Club of Barrie Pavilion.
4. A 2012 structural assessment of the original Lions Club of Barrie Pavilion in Centennial Park deemed the pavilion to be at risk of collapse due to excessive rot in the timber structure and recommended the immediate demolition of the pavilion prior to the winter of 2012/13.
5. The Lions Club of Barrie were advised of the physical condition and the need to demolish the pavilion for which they were the original sponsor and Facilities & Transit staff proceeded with the immediate demolition in the fall of 2012.
6. Staff left the existing concrete pad, footings and services in place with the intention of recommending the reconstruction of the pavilion in a future capital budget.

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## ANALYSIS

### Funding

7. The Lions Club of Barrie approached the City in the summer of 2014 to propose a partnership to reconstruct the Lions Club of Barrie Pavilion in Centennial Park.
8. The total gross cost of the reconstruction of the pavilion is estimated at \$100,000. The Lions Club of Barrie is committed to fundraising \$50,000 or 50% of the total capital cost over a five year period to be paid to the City in five equal instalments commencing in 2015. The proposed agreement is attached to this report as Appendix "A".
9. The Lions Club of Barrie has a proven track record for achieving their fundraising targets in the community and most recently in July 2014 met their five year fundraising commitment of \$250,000.00 for the Georgian College Health and Wellness Centre. The Lions Club of Barrie has committed their bingo license proceeds to the fundraising for the reconstruction project starting immediately upon Council approval of the partnership and project.
10. The capital project has been recommended for approval in the 2015-2019 Capital Plan by the Asset Management Working Group and is currently included in 2016 for construction.

### Pavilion

11. The proposed use of the existing location of the pavilion has been reviewed with Parks Planning staff to ensure its location is consistent with the draft Waterfront Master Plan and the conceptual design for Centennial Park. An illustration of the location is attached as Appendix "B".
12. Staff are recommending the relatively minor facility be constructed in its original location; there are no impacts on any future plans for Centennial Park or the development of the waterfront.
13. Staff from the Culture and the Roads, Parks and Fleet Departments were also consulted and have confirmed that reconstructing on the existing site will work well for event organizers and the general public given the central location and the adjacency to the Centennial Park washrooms, playground, pathways and on-street parking.
14. The Department of Culture advises that the pavilion is a valued venue by event organizers as a hub for their events and has been highly used by local non-profit organizations for fundraising events such as the Terry Fox Run. The pavilion has also been used for several major events for activities, programming and entertainment including the annual Celebrate Barrie event.
15. In the summer of 2012 the pavilion was host to over 20 events including four organized by City departments for the general public.
16. Event organizers have, since the demolition of the pavilion, moved their events to other locations near the waterfront (e.g. St. Vincent Street Park) where alternative pavilions are located or have rented tents that do not serve all of their and attendees' needs.
17. The proposed location and two site alternatives have been reviewed with the Lions Club of Barrie and their preferred location is to reconstruct on the original site.
18. Constructing on the existing site and thereby reusing the existing concrete pad, services and footings will minimize the capital cost to reconstruct the pavilion.
19. The intent is to reconstruct an open air park pavilion using natural and durable materials similar to the Centennial Park washrooms that will fit visually into the natural waterfront context.

20. Facilities & Transit staff will be completing the conceptual design in-house in 2015 to further minimize capital costs and will use the services of an architect to complete the construction drawings for the building permit at a minimal cost.

### **ENVIRONMENTAL MATTERS**

21. There are no environmental matters related to the recommendations.

### **ALTERNATIVES**

22. The following Alternatives are available for consideration by General Committee:

**Alternative #1** General Committee could choose to not approve the proposed joint funding partnership with the Lions Club of Barrie.

This alternative is not recommended as the proposed agreement represents a significant funding contribution and a positive partnership between the private and public sectors that will benefit the community and save tax dollars.

**Alternative #2** General Committee could choose to defer the reconstruction of the Lions Club of Barrie Pavilion until 2020 following receipt of the full \$50,000 contribution from the Club.

This alternative is not recommended as this would extend the timelines for the replacement of a highly used and valued asset on the City's waterfront.

**Alternative #3** General Committee could choose to not commit the construction funds for the reconstruction of the Lions Club of Barrie Pavilion at this time and instead allow the project funding to be considered through the annual Business Plan process.

This alternative is not recommended as the Lions Club of Barrie would like to commence their fundraising efforts immediately and not delay until the Business Plan is approved in the spring of 2015.

### **FINANCIAL**

23. The payment terms for the sponsorship contribution of (5) years as set out in the attached joint funding agreement will not negatively impact the City's ability to prioritize and fund other tax-based projects through the five-year capital and annual Business Plan process.
24. The project has been prioritized through the City's Portfolio Governance process and staff are recommending the City proceed with the reconstruction of the pavilion in 2016 after receipt of the first instalment from the Lions Club of Barrie in 2015.
25. The construction cost estimate for the reconstruction of the pavilion is \$100,000 which is to be shared evenly by the Lions Club of Barrie and the City.
26. There are no additional operating costs anticipated for the reconstruction of the Lions Club of Barrie Pavilion and any operating costs would be provided for in the Facilities & Transit Department's base budget. The pavilion will be added to the City's Asset Management Plan for replacement in approximately 25 years.
27. The City does not currently charge rental fees for park pavilions as a revenue source and nor does it provide any services (e.g. general reservation, setup, and tables) other than the facility itself to the public.

28. A previous internal analysis of the benefits and challenges of charging rental fees to the general public outside of special event permits for the use of park pavilions was completed in 2011. It concluded that the forecast limited revenues were outweighed by the challenges and resources required to book, secure the pavilion for a reservation, and enforce that all use be booked through the City as the City does not have assigned staff in any of the areas of the pavilions that are dispersed throughout the entire waterfront.

**LINKAGE TO 2010 – 2014 COUNCIL STRATEGIC PLAN**

29. The recommendations included in this Staff Report support the following goals identified in the 2010-2014 City Council Strategic Plan:
- Improve and Expand Community Involvement and City Interactions
30. By partnering with the Lions Club of Barrie there is expanded and improved community involvement in the delivery of City facilities and services.

APPENDIX "A"

Proposed Agreement between the City and the Lions Club of Barrie

**JOINT DEVELOPMENT AND FUNDING AGREEMENT**

This Agreement made as of the \_\_\_ day of \_\_\_, 2015.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF BARRIE**  
("Barrie")

- and -

**THE LIONS CLUB OF BARRIE**  
(the "Lions Club")

**WHEREAS:**

- A. Barrie owns the lands and premises known as Centennial Park located on the waterfront of Kempenfelt Bay;
- B. Barrie and the Lions Club wish to reconstruct a pavilion located in Centennial Park (as outlined in red in Schedule A) for the use and benefit of members of the public (the "Lions Pavilion");
- C. The Lions Club has offered to contribute to the cost of reconstructing the Lions Pavilion; and
- D. Barrie is authorized to enter into a Joint Development and Funding Agreement with the Lions Club by motion \_\_TBD\_\_\_\_\_.

**NOW THEREFORE** in consideration of the sum of Two Dollars (\$2.00) paid by each party to the other and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The Lions Club shall pay to Barrie, the sum of fifty thousand dollars (\$50,000.00), to be paid in equal installments of ten thousand dollars (\$10,000) on the 1st day of December over five years starting on December 1, 2015 to be used towards the cost of designing and reconstructing the Lions Pavilion.
- 2. In consideration of the commitment to pay the above noted funds, Barrie commits to :
  - a. Pay the remainder of the funds required to restore the Lions Pavilion up to a maximum of \$50,000.00;
  - b. Prepare a design for the restored Lions Pavilion in 2015;
  - c. Develop and construct the Lions Pavilion in 2016;
  - d. Name the pavilion, "The Lions Club of Barrie Pavilion".
- 3. The parties agree that the Lions Pavilion and any and all alterations, additions, renovations or upgrading to the Lions Pavilion shall be and remain the property of Barrie.
- 4. The Lions Club shall not at any time or in any manner materially interfere with the operation, maintenance or use by Barrie or others of the Lions Pavilion.

5. Notice to the either party shall be deemed to have been sufficiently given when mailed to such party as follows:

The Corporation of the City of Barrie  
70 Collier Street, P.O. Box 400  
Barrie, Ontario, L4M 4T5  
Attention: Director of Facilities & Transit  
Fax: (705) 739-4238

The Lions Club of Barrie  
386 Blake St.  
Barrie, ON  
L4M 1L3

6. If any part of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, it shall be deemed to have been severed from this Agreement and the remainder of the terms and provisions will continue to operate in full force and effect and be binding upon the parties to the extent necessary to implement the intentions of this Agreement.
7. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
9. The parties acknowledge and agree that this Agreement and any schedules may be executed in counterparts, which, taken together, shall constitute one and the same instrument. Fax copies of counterparts of this Agreement shall be deemed to be originals and shall be binding upon the parties executing same in the same manner as if each party had executed the original.

**IN WITNESS WHEREOF** the parties have executed this Agreement by their proper signing officers duly authorized in that regard.

**THE CORPORATION OF THE CITY OF BARRIE**

Per: \_\_\_\_\_  
J.R. Lehman, Mayor

Per: \_\_\_\_\_  
Dawn McAlpine, City Clerk  
We have the authority to bind the corporation

**THE LIONS CLUB OF BARRIE**

Per: \_\_\_\_\_  
Name:  
Title:  
I have the authority to bind the corporation

APPENDIX "B"

Location of Original and Proposed Lions Club of Barrie Pavilion

Centennial Beach Park:



Proposed reconstruction site of the  
Lion's Club of Barrie Pavilion.