
CITY OF KELOWNA

MEMORANDUM

Date: July 5, 2005
File No.: 6200-00

To: Ron Born, City Manager

From: Joe Creron, Parks Manager

Subject: Bellevue Creek Elementary School Adventure Playground

Recommendations:

THAT the City of Kelowna enter into a standard form lease of the Bellevue Creek Elementary School Adventure Playground from School District #23 under the base terms and conditions outlined in the July 5, 2005 report from the Parks Manager.

AND THAT the Mayor and City Clerk be authorized to execute the lease.

Background:

Bellevue Creek Elementary School is no longer being used as a public school and is leased to the Willow Park Church. The School District has stopped maintaining the playground and has fenced it prohibiting use by local children. The School District has asked if we would like to lease the playground otherwise it will remain closed to the general public and may be removed. The entire school site 2.1 ha but we are only recommending the lease of the adventure playground area. If we lease the playground the Parks Division would need to complete a few minor repairs plus install railings where 2 slides that were vandalized were removed and add additional pea gravel to make it safe for use. The adventure playground has 2 operational slides and is missing 2 slides. The missing slides would not be considered for replacement until 2006 subject to School District #23 approval and budgeted accordingly by the City.

The lease would allow an initial 6 month lease with automatic renewals every 6 months up to a 5 year term. The City would be required to maintain the playground and regularly inspect it to ensure that it is safe to use. The playground would be open to the general public from 7 am to dusk daily. The Parks Division has sufficient budget to cover costs for 2005. The Parks Division recommends that we lease the playground for an initial 6 months and negotiate an extension if City Council approves sufficient budget in 2006. Basic terms of the lease are summarized by Schedule A attached.

Joe Creron
Parks Manager

Cc Director of Parks and Leisure Services

Attach.

SCHEDULE A

BELLEVUE CREEK ELEMENTARY ADVENTURE PLAYGROUND LEASE

The purpose of this agreement between School District #23 and the agreement outlines the maintenance and administration responsibilities pertaining to this specific lease area.

Criteria:

- a) The leased area will be used for recreational purposes for the general public only;
- b) The City may not assign or sublet the leased area without prior approval from the School District;
- c) The City may not complete any new capital or major upgrade works within the leased area without written approval from the School District;
- d) Upon expiration of the lease, the City covenants to leave the leased area and adventure playground equipment in good repair;
- e) Any improvements provided by the City may be removed by the City at the end of the term provided that the City shall make good on any damages occurring to the leased area or existing playground equipment by reason of such removal;
- f) The City will ensure that the intended use of the leased playground area does not conflict with the existing lease on the balance of the school property between The Board and Willow Park Church or any subsequent tenant of the school building.
- g) The City of Kelowna agrees at its own expense to inspect, maintain and keep the facilities, and leased area, including the resilient base in good order and condition and promptly make all needed repairs and replacements and to keep the premises well painted, clean and in such a condition as a careful owner would do and as reasonably required by The Board

The City of Kelowna is responsible for any administration costs associated with the operation and use of the leased area.

Any loss or damage to Board owned equipment or facilities due to abuse or neglect of such equipment or facilities shall be replaced or repaired at the expense of The City of Kelowna.

- a) Any new capital or upgrade costs to the adventure playground are the sole responsibility of The City of Kelowna.
- a) The leased area may be made available for public use between the hours of 7am and dusk, in order to be in accordance with the security measures undertaken for the balance of the site.
- b) The City of Kelowna accepts all responsibility for supervision and inspection of the facilities and equipment on the leased area.
- a) The indemnity and insurance requirements outlined in the Master Joint Use and Joint Development Agreement (Clause 5(f)) are applicable to this Agreement;
- b) The City of Kelowna shall provide Comprehensive General Liability Insurance in an amount of not less than Five Million Dollars (\$5,000,000) inclusive per occurrence against bodily injury and property damage. The School District is to be added as an additional insured under this policy.
- a) The Board waives the five (5) year renewal term outlined in the Master joint Use and Joint Development Agreement for this specific site.
- b) Unless limited by statute or otherwise agreed by The Board or The City, this agreement shall be for a term of six (6) months and shall be automatically renewed every six (6) month period for a five year period unless either party gives notice in writing to the other, within 90 days of its intention not to renew the terms and conditions.