

REPORT TO COUNCIL



Date: June 5, 2012
File: 1140-45
To: City Manager
From: Property Manager
Subject: Bellevue Creek Elementary School Playground Lease

Recommendation:

THAT Council authorizes the City to enter into a Lease with the Board of Education of School District #23 (Central Okanagan) for that portion of Bellevue Creek Elementary School Lot 4, DL 357, Plan 27149, ODYD in the form attached to the Report of the Property Manager dated June 5, 2012;

AND THAT the Mayor and City Clerk be authorized to execute the Lease;

Purpose:

To renew the agreement between the City and School District #23 for the joint use and maintenance of the adventure playground at Bellevue Creek Elementary School.

Background:

In 2005, Bellevue Creek Elementary School was no longer being used as a public school and was leased to the Willow Park Church. The School District stopped maintaining the playground and fenced it, prohibiting use by local children. The School District and the City agreed to a lease for the playground area, whereby the City would maintain the existing playground area. In the future, this lease arrangement will not be needed as the City plans to build a children's playground for the neighbourhood at the future Dehart Park.

The previous lease with the School District has expired. This new lease replaces the old lease.

The new 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 Services Department has sufficient budget to cover costs associated with maintaining the playground.

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Internal Circulation:
Manager, Parks Services
Manager, Parks and Public Places

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

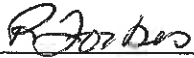
External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

In light of the above, the Real Estate & Building Services department request Council's support of this lease.

Submitted by:



R. Forbes Property Manager

Approved for inclusion:



D. Edstrom Acting Director, Real Estate and Building Services



"Together We Learn"

SCHOOL DISTRICT No. 23
(CENTRAL OKANAGAN)

1940 Underhill Street, Kelowna, B.C. V1X 5X7
Tel. 250-860-8888 Fax 250-860-9799
Website: www.sd23.bc.ca

June 12, 2012

Real Estate and Building Services
City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4

City of Kelowna

JUN 14 2012

Real Estate & Building
Services

Attention: Ron Forbes, Property Manager

Dear Mr. Forbes

**RE: MASTER JOINT DEVELOPMENT AND JOINT USE AGREEMENT
BETWEEN: THE BOARD OF EDUCATION OF SCHOOL DISTRICT
NO. 23 (CENTRAL OKANAGAN) AND THE CITY OF KELOWNA**

BELLEVUE CREEK ELEMENTARY ADVENTURE PLAYGROUND LEASE

Please find enclosed one (1) signed copy of School District No.23 (Central Okanagan) BELLEVUE CREEK ELEMENTARY ADVENTURE PLAYGROUND LEASE.

Please sign and return to us at your earliest convenience.

Sincerely,

Eileen Sadlowski, CA
Director of Finance

ES/sr

Encl.

MASTER JOINT DEVELOPMENT AND JOINT USE AGREEMENT

Between: The Board of Education of School District No. 23 (Central Okanagan) and The City of Kelowna

**SCHEDULE B
BELLEVUE CREEK ELEMENTARY ADVENTURE PLAYGROUND LEASE**

This agreement made as of the 19th day of July, 2010

1. Purpose:

- a) The purpose of this agreement is to provide a framework within which The Board, The City of Kelowna, members of the local community and the public generally can cooperate to maximize the use of the adventure playground facilities located on the Bellevue Creek Elementary school site, as outlined on Schedule B1.
- b) Further to the Master Joint Use and Joint Development Agreement between The Board and The City, this agreement outlines the maintenance and administration responsibilities pertaining to this specific lease area.

2. Operating Criteria:

- a) The Board and The City of Kelowna agree that the terms and conditions of the Master Joint Use and Joint Development Agreement apply to this agreement;
- b) The leased area will be used for recreational purposes for the general public only;
- c) The City may not assign or sublet the leased area without prior approval from the School District;
- d) The City may not complete any new capital or major upgrade works within the leased area without written approval from the School District;
- e) Upon expiration of the lease, the City covenants to leave the leased area and adventure playground equipment in good repair;
- f) 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;
- g) 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.

3. Maintenance and Condition of the Leased Area:

- a) 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.
- b) The City agrees to keep the children's playground equipment in good condition in accordance with the *Children's' Playspaces and Equipment Standards Manual (CAN/CSA-Z614-98)* prepared by the Canadian Standards Association.
- c) The City of Kelowna will be allowed maintenance access across the adjacent School District Property. The City of Kelowna agrees to be responsible for the cost, or repair of damages incurred during the process of maintenance access.

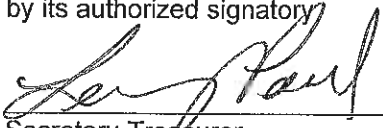
4. Allocation of Costs and Maintenance

- a) The City of Kelowna is responsible for any administration costs associated with the operation and use of the leased area.
- b) The responsibility and costs of the various work elements anticipated in the maintenance of the site, facilities and equipment of the leased area have been confirmed and agreed to as outlined on Schedule B2.

- c) 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.
 - d) Any new capital or upgrade costs to the adventure playground are the sole responsibility of The City of Kelowna.
 - e) The allocation of costs may be subject to adjustments from time to time as The Board and The City of Kelowna may mutually agree.
5. Time Availability and Supervision:
- 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.
6. Indemnity and Liability:
- 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.
7. Renewal Terms:
- 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 for a consecutive six (6) month period unless either party gives notice in writing to the other, within 90 days of its intention not to renew the terms and conditions.

This agreement shall enure to and be binding upon the parties hereto and their respective successors and assigns.

The Board of School Trustees of
 School District No. 23 (Central Okanagan)
 by its authorized signatory



 Secretary-Treasurer

The City of Kelowna
 by its authorized signatories

 Mayor

 City Clerk

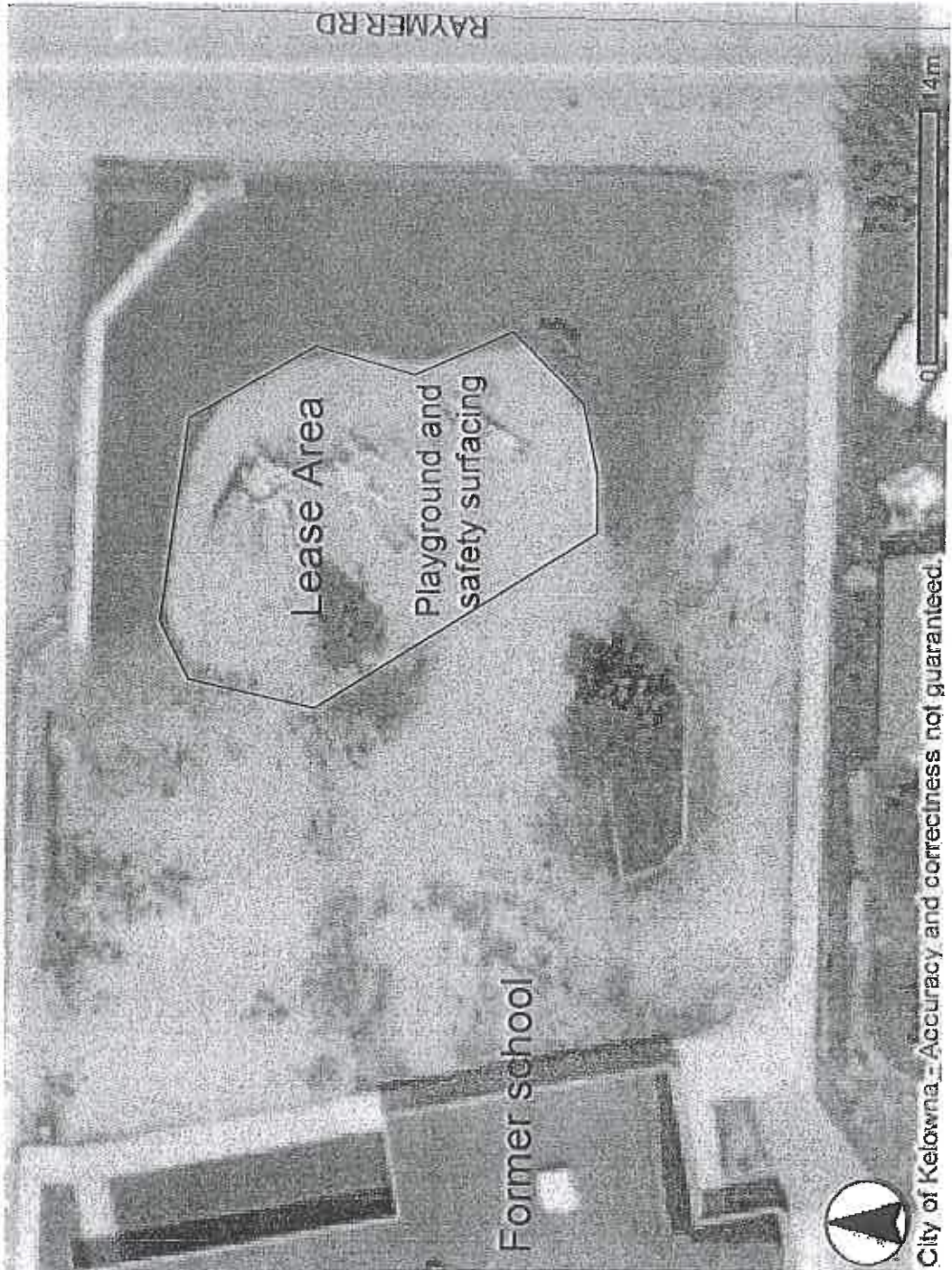
MASTER JOINT DEVELOPMENT AND JOINT USE AGREEMENT

Between: The Board of School Trustees of School District No. 23 (Central Okanagan) and The City of Kelowna

**SCHEDULE B1
BELLEVUE CREEK ELEMENTARY ADVENTURE PLAYGROUND LEASE**

INSERT
SITE PLAN
(Indicating Lease Area)

Use pdf aerial photo with area of lease delineated.



Bellevue Creek School Adventure Playground Lease Area

SCHEDULE 'A'
LEASE AGREEMENT - MAINTENANCE RESPONSIBILITY

BELLEVUE CREEK ELEMENTARY - ADVENTURE PLAYGROUND AREA

TENANT INFORMATION

Partner Agency: City of Kelowna
 Agreement Date: July 19, 2010
 Expiry Date: July 18, 2015
 Lease Description: Lot 4, DL 357, Plan 27149, ODYD-4574 Raymer Ave., Kelowna, BC
 For Adventure Playground area of the Bellevue Creek Elementary site only as outline on the Lease Site Plan
 NOTE: WPC Indicates responsibilities by other building site tenant; Willow Park
 See Separate Willow Park Church Lease Agreement for Further details.

MAINTENANCE ITEM	MAINTENANCE RESPONSIBILITY		FINANCIAL RESPONSIBILITY	
	SD 23	TENANT	SD23	TENANT
Grounds Repair and Maintenance				
Grass & turf mowing	SD			100%
Seeding/turfing (Only if req'd)	SD			100%
Hydro Seeding (Only if req'd)	SD			100%
Over seeding (Only if req'd)	SD			100%
Aeration (Only if req'd)	SD			100%
Field Lining		WPC		100%
Fertilization	SD			100%
Weed/Pest Control	SD			100%
Landscaped areas including border plantings and planters	SD			100%
Tree Pruning/Spraying etc.	SD			100%
Irrigation System Maintenance (Broken sprinkler heads etc)	SD			100%
Irrigation System Winterization	SD		100%	
Irrigation System Annual Inspection (Incl Cross Connection & Backflow)	SD		100%	
Fencing & Gates Repair & Maintenance		WPC		100%
Goal Posts		WPC		100%
Playground Areas and Playground Equipment		CITY	100%	
Line & Curb Painting		WPC		100%
Sidewalks & Step Repair		WPC		100%
Garbage Collection & Disposal		WPC		100%
All access roadways and parking areas repair & maintenance		WPC		100%
Sanding/Plowing/Snowclearing of all sidewalks, steps, roadways & parking including rear firelane		WPC		100%
Sweeping/Sealing & Linepainting roadways & parking lots		WPC		100%
Septic Field Maintenance	N/A	N/A	N/A	N/A
Playing Fields/Ball Diamonds		WPC		
Building Repair and Maintenance				
Roof Repair	SD		100%	
Roof Drainage Systems		WPC		100%
Foundations	SD		100%	
Supporting Structures	SD		100%	
Fire Alarm & Fire Sprinkler System repair & maintenance	SD		100%	
Annual Fire Alarm, Sprinkler System & Emergency Lighting Inspections and Testing	SD		100%	
Monthly Fire Alarm System testing of tenants leased area		WPC		100%
Fire Extinguisher testing	SD		100%	
Intrusion Alarm repair & maintenance	SD		100%	
Intrusion Monitoring Fees (Separate call-out lists)	SD		100%	
Heating, Ventilation & A/C Systems	SD		20%	80%
Water Supply & Drainage		WPC		100%
Plumbing Fixtures		WPC		100%
Electrical Services & Equipment - Main building system & supply only	SD		100%	
Electrical Services repair & maintenance, retrofits, leashold improvements etc (Must have valid electrical permits for any work)		WPC		100%
Parking Lot Lighting		WPC		100%
Locks & Keys (Tenants leased area)		WPC		100%
Exterior & Interior Finishes & Woodwork repairs and painting (Please consult SD23 painter for appropriate products)		WPC		100%
Vandalism, glass replacement or graffiti repairs	SD		100%	
All Leasehold Improvements to building or building services (Approval from SD23 required. Tenant must obtain valid permits ie. Building, electrical plumbing permits, structural engineer's certificate etc.)		WPC		100%
Specialty Facilities Repair & Maintenance				
MultiPurpose & Sports Court		WPC		100%
Tennis Courts	N/A	N/A	N/A	N/A
Basketball Courts	N/A	N/A	N/A	N/A
Volleyball Courts	N/A	N/A	N/A	N/A
Well &/or Pumphouse	N/A	N/A	N/A	N/A
Public Washrooms	N/A	N/A	N/A	N/A
Custodial				
All custodial cleaning & maintenance		WPC		100%
Utilities				
Electrical		WPC	10%	90%
Gas		WPC	10%	90%
Water		WPC		100%
Sewer				100%
Alarm Systems Telephone (2) & DDC System Telephone (1)	SD		100%	
Other Telephones		WPC		100%
Garbage Collection		WPC		100%
Cable Television		WPC		100%