

REGIONAL DISTRICT OF NANAIMO
ELECTORAL AREA 'A' PARKS, RECREATION AND CULTURE COMMISSION
AGENDA

Wednesday, June 20, 2018

6:30 P.M.

Cedar Heritage Centre

This meeting will be recorded

Pages

1. CALL TO ORDER
2. APPROVAL OF THE AGENDA
3. ADOPTION OF MINUTES
 - 3.1 Electoral Area 'A' Parks, Recreation and Culture Commission Meeting - April 25, 2018 3

That the minutes of the Electoral Area 'A' Parks, Recreation and Culture Commission meeting held April 25, 2018 be adopted.
4. DELEGATIONS
5. CORRESPONDENCE
 - 5.1 M. Hutton, Cedar School and Community Enhancement Society re: Thank you 5
6. UNFINISHED BUSINESS
7. REPORTS
 - 7.1 Lease and Site License Agreement with Cedar School and Community Enhancement Society for the Management of Cedar Heritage Centre (2019-2020) 6

That the Lease and Site License Agreement with Cedar School and Community Enhancement Society (CSCES) commencing the 1st of January 2019 ending the 31st of March, 2020 be approved.
 - 7.2 Parks Update Report – Winter 2018 22

That the Parks Update Report - Winter 2018 be received for information.

- 8. BUSINESS ARISING FROM DELEGATIONS
- 9. NEW BUSINESS
 - 9.1 5-year Project Plan – Electoral Area 'A' 39
- 10. COMMISSIONER ROUNDTABLE
- 11. ADJOURNMENT

REGIONAL DISTRICT OF NANAIMO

MINUTES OF ELECTORAL AREA 'A' PARKS, RECREATION AND CULTURE COMMISSION MEETING

Wednesday, April 25, 2018

6:30 P.M.

Cedar Heritage Centre

In Attendance:	Director A. McPherson	Chair
	Commissioner L. Bury	Member at Large
	Commissioner M. Cawthorne	Member at Large
	Commissioner J. Fiddick	Member at Large
	Commissioner G. Gidden	Member at Large
	Commissioner L. Mann	Member at Large
	Commissioner A. Thornton	Member at Large
	Commissioner B. White	Member at Large
	Commissioner K. Wilson	Member at Large
Also in Attendance:	H. King	Superintendent, Recreation Services
	K. Cramer	Parks Planner
	A. Harvey	Recording Secretary

CALL TO ORDER

The Chairperson called the meeting to order and respectfully acknowledged the Coast Salish Nations on whose traditional territory the meeting took place.

APPROVAL OF THE AGENDA

It was moved and seconded that the agenda be approved as presented.

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES**Electoral Area 'A' Parks, Recreation and Culture Commission Meeting - February 21, 2018**

It was moved and seconded that the minutes of the Electoral Area 'A' Parks, Recreation and Culture Commission meeting held February 21, 2018, be adopted as amended to add the Coast Salish First Nations territory acknowledgement to Call to Order.

CARRIED UNANIMOUSLY

COMMITTEE MINUTES AND RECOMMENDATIONS**EA 'A' Grant Sub-Committee Recommendation**

The Electoral Area 'A' Grant Sub-Committee met prior to the start of this Electoral Area 'A' Parks, Recreation and Culture Commission meeting. There was one application from the Cedar Community Association for the purchase of a computer projector and screen. The Committee brought forward the following recommendation:

That the grant application from Cedar Community Association for \$3,160.51 be approved.

It was moved and seconded that the grant application from Cedar Community Association for \$3,160.51 be approved.

CARRIED UNANIMOUSLY

REPORTS

Signage Strategy - Pilot Park

It was moved and seconded that Thelma Griffiths Community Park be considered as a pilot park for entrance and interpretive signage.

CARRIED UNANIMOUSLY

NEW BUSINESS

Driftwood Beach Access

K. Cramer updated the Commission with the Board's resolution that staff proceed with the final design, permitting and construction of the Driftwood Road beach access trail improvements in 2018 and not plan for additional parking at this time.

Tipple Community Board Quote

The Commissioners discussed their views about the Tipple Community Board, the use and message it should deliver and how it could be maintained, concluding that the interest is for a RDN communications outlet in the community, as opposed to a public notice board.

It was moved and seconded that the RDN Board consider the installation of a RDN communication board at the Cedar Plaza Tipple.

CARRIED UNANIMOUSLY

COMMISSIONER ROUNDTABLE

Commissioners provided community updates to the Committee.

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 8:15 PM

CHAIR



Cedar Heritage Centre

Dear Hannah

The CESUS committee met May 8/18. Members wish to thank the RDN for the support given for the construction completed in March by Gordon Hutton, Mark Ikelan. Their co-operation and workmanship were excellent.

Please forward our appreciation to Neer Daxman and RDN members.

Sincerely
Marie Hutton

TO: Electoral Area 'A' Parks, Recreation and Culture Commission **MEETING:** June 20, 2018

FROM: Hannah King
Superintendent, Recreation Program Services

SUBJECT: Lease and Site License Agreement with Cedar School and Community Enhancement Society for the Management of Cedar Heritage Centre (2019-2020)

RECOMMENDATION

That the Lease and Site License Agreement with Cedar School and Community Enhancement Society (CSCES) commencing the 1st of January 2019 ending the 31st of March, 2020 be approved.

SUMMARY

The Cedar School and Community Enhancement Society (CSCES) has provided a valued service managing the daily operations of the Cedar Heritage Centre (CHC) for the past sixteen years. The RDN's five year financial plan includes the annual payments to CSCES associated with the recommended Lease and Site License Agreement (Attachment 1). The term of this renewed contract with CSCES will allow time for negotiations between the Regional District and School District 68 - Nanaimo-Ladysmith regarding the current lease of the land the building (Cedar Heritage Centre) is situated on. The land lease between the Regional District and School District 68 expires June 30, 2020.

BACKGROUND

In 2000 School District 68 - Nanaimo-Ladysmith and the Regional District of Nanaimo entered into a twenty year agreement in which the Regional District of Nanaimo would lease the lands for the building known as the Cedar Heritage Centre located at 1644 MacMillan Road, Nanaimo. This Agreement is set to expire June 30, 2020.

In October of 2000 the Regional District of Nanaimo and CSCES entered into a five year Lease and Site License Agreement for the management of the Cedar Heritage Centre. CSCES is a nonprofit society which has been involved in Cedar and area recreation and community initiatives since 1997. The intent of the original Agreement was that the Society was to manage the Cedar Heritage Centre as a community centre. This intention continues today and is reflected in the attached agreement as well as past CHC agreements between CSCES and the RDN. Over the years changes have been made to renewal agreements and include; no cost office space for RDN staff, free meeting space for RDN meetings and the inclusion of an annual management fee to CSCES.

At the end of 2015 a one year extension to the Agreement was granted which ended December 31, 2016. The one year term was in response to the Commission's goal of exploring facility options that had

come available within the Electoral Area following school closures in 2014. A further two year extension Agreement was secured in 2016, the term of which is set to expire December 31, 2018.

ALTERNATIVES

- 1) That a Lease and Site License Agreement with Cedar School and Community Enhancement Society (CSCES) for a term of the 1st day of January 2019 and ending the 31st day of March, 2020 be approved.
- 2) That a new Lease and Site License Agreement with CSCES not be completed and staff look at alternatives for the daily maintenance and operation of the Cedar Heritage Centre.
- 3) That a new Lease and Site License Agreement with CSCES not be completed and an alternative direction be provided.

FINANCIAL IMPLICATIONS

For the 2019/2020 term of the Agreement CSCES has requested an increase of \$2000 in the annual management fee to cover the cost of an annual heat pump maintenance package and spring landscaping cleanup. There has not been an increase in the current \$6,000 management fee since 2013. The Electoral Area 'A' Recreation and Culture service function provides the funding for both capital and operational costs of the Cedar Heritage Centre. The annual management fee is contained within this RDN service function and the \$2000 increase if approved would be budgeted for starting in 2019. It should be noted that the EA 'A' Parks Service is a separate function within RDN Financial Plan.

If the Commission moves to recommend the second alternative the management fee currently budgeted for would be maintained at the current level of \$6000 to provide funding for a new facility operation provider. There would also be some incidental costs associated with reviewing alternative service options for CHC which can be absorbed within the exiting five year financial plan.

If the Commission moves to support the third alternative the funds budgeted for the management fee would be used to cover the cost of any management fees incurred in the use of a property management firm and/or those of a facility booking contractor hired during the interim until the new direction is implemented.

STRATEGIC PLAN IMPLICATIONS

Agreements such as the one referred to within speak to the Board's strategic goal to continue to develop and encourage meaningful relationships with community partners.

The effective and efficient operations of the building as a community gathering space supports the Board's strategic goal of recognizing recreational amenities as core services.



Hannah King
hking@rdn.bc.ca
June 1, 2018

Reviewed by:

- D. Banman, Acting General Manager, Recreation and Parks Services
- P. Carlyle, Chief Administrative Officer

Attachment

1. Cedar Community School and Enhancement Society Lease and Site License Agreement Cedar Heritage Centre 2019 - 2020

LEASE AND SITE LICENCE

THIS AGREEMENT DATED FOR REFERENCE THIS _____ DAY of December 2018.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, B.C.
VOR 2H0

(the "**Regional District**")

OF THE FIRST PART

AND:

CEDAR SCHOOL AND COMMUNITY ENHANCEMENT SOCIETY

(Inc. No. S-37396)

1644 MacMillan Rd.
Nanaimo, B.C.
V9X 1L9

(the "**Tenant**")

OF THE SECOND PART

WHEREAS:

- A. By Agreement dated the 3rd day of October 2000, made between The Board of School Trustees of School District 68 (Nanaimo-Ladysmith), referred to as the Board and the Regional District of Nanaimo referred to as the Regional District, the Board owns the Lands and Premises described as that part of Lot A, Section 16, Range 8, Cranberry District and of Section 16, Range 1, Cedar District, Plan 48768, shown as "Lease Area" on Plan VIP 71705 (the "**Land**"), and the Regional District owns the Building and Improvements on the Land, formerly known as the North Cedar Elementary School (the "**Building**"), the Land and the Building both being situated at 1644 MacMillan Road, Nanaimo, British Columbia;
- B. The Regional District is the owner of a building on the Land known as the Cedar Heritage Centre (the "**Building**") that was transferred to the Regional District from the Board and that is maintained at the cost of the taxpayers within a service area of the Regional District established for such purpose under Electoral Area 'A' Bylaw No 1467, 2005;
- C. The Tenant wishes to be granted and the Regional District has agreed to grant a Lease and Site License to use the Building and the Land, (the "**Premises**");

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the rents and agreements to be paid and performed by the Tenant, the parties hereto covenant and agree with each other as follows:

1.0 PREMISES

- 1.1. The Regional District leases to the Tenant the Building on the terms and conditions as set out in this Lease; and
- 1.2. The Regional District grants to the Tenant the right and Licence to Occupy the Land, including the parking spaces and playground on the Land during the term of this Lease;

2.0 TERM

- 2.1. The Term of this Lease and the Term of the Licence to Occupy granted under section 1 shall commence on the 1st day of January 2019, and ending on the 31st day of March, 2020.

3.0 USE

- 3.1. The Tenant shall use the Premises solely for a community centre, which for the purposes of the Lease and Licence includes community uses such as but not limited to, special events, programs/activities, meetings, rentals, community gatherings for all ages, community internet and preschool/daycare uses.

4.0 RENT

- 4.1. The Tenant shall pay to the Regional District an annual rental of ten (\$10.00) Dollars due and payable in advance at the commencement of the Term for the Lease and Licence to Occupy granted under this Agreement.

5.0 COVENANTS OF THE TENANT

The Tenant covenants with the Regional District:

5.1. Rent

- (a) to pay rent;

5.2. Rates and Utilities

- (a) to pay as they become due all water, sewer, garbage and other rates in respect of the Premises and charges for all gas, oil, telephone and electric power used on the Premises;

5.3. Taxes

- (a) to pay all taxes, rates, duties and assessments whatsoever, whether municipal, provincial, federal, or otherwise, charged upon the Tenant or the Regional District as a result of the Tenant's occupation of or use of the Premises unless exempted by municipal bylaw;

5.4. **Construction**

- (a) that it will not construct nor alter any buildings or structures on the Premises unless, prior to any construction, it has obtained:
 - (i) the Regional District's approval in writing to the site plan, working drawings, plans, specifications, and elevations, and
 - (ii) a building permit if required from the Regional District authorizing the construction of the buildings and structures set out in the permit and the plans and specifications attached to it, and
 - (iii) all required inspections,and all work shall be carried out at the cost of the Tenant;
- (b) that it will not make any alterations in the structure, plan or partitioning of the Premises nor install any plumbing, piping, wiring or heating apparatus without the prior written consent of the Regional District;

5.5. **Builders' Liens**

- (a) that it will indemnify the Regional District from and against all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Tenant may make or cause to be made on, in or to the Premises; and will allow the Regional District to post and will keep posted on the premises any notice that the Regional District may desire to post under the provisions of the Builders' Lien Act;

5.6. **Repair**

- (a) that it will repair, reasonable wear and tear excepted, at the cost and expense of the Tenant, all portions of the Premises which may at any time be damaged by the Tenant;
- (b) that it will keep and leave whole and in good repair all water, gas, and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus, in, on, or attached to the Premises;
- (c) that the Tenant shall leave the Premises in good repair, reasonable wear and tear excepted;
- (d) that the Regional District may enter and view the state of repair and the Tenant shall repair according to any notice given by the Regional District and if the Tenant fails to so repair, the Regional District may, at its option, repair such damage or injury in which case the Tenant shall reimburse the Regional District for all costs and expenses of repair and an additional amount for administration and overhead forthwith upon receipt by the Tenant of invoices therefore;

5.7 Maintenance

- (a) to maintain the Premises, at all times to an excellent standard of maintenance;

5.8 Regional District's Right of Entry

- (a) that the Regional District, its employees, servants, or agents shall at all times and for all purposes have full and free access to any and every part of the Premises and of any building erected thereon in the presence of the Tenant;
- (b) that the Regional District, its employees, agents, other licensees, contractors, sub-contractors and any other bodies or organizations the Regional District may allow for purposes associated with:
 - (i) Electoral Area 'A' Parks, Recreation and Culture Commission (Area A PRC) regular or special meetings, and Area A PRC community meetings or workshops for the purposes of carrying out the work of the Commission, at no charge.
 - (ii) Electoral Area 'A' meetings or workshops for RDN purposes of three per year at no charge. Any additional Electoral Area 'A' meetings for the Regional District will be charged a rental rate of \$10 per hour up to \$50 per day.
 - (iii) The RDN shall pay the Tenant regular rental charges for any meeting or workshop not contemplated in 5.8.(b)(i) or (ii).
 - (iv) All RDN and Commission bookings will be booked according to CHC procedures and based on availability.

5.9 Assign or Sublet

- (a) that it will not assign nor sublet without leave of the Regional District and School Board;
- (b) that the Regional District's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Agreement requires the Tenant to perform, and the Tenant shall pay the Regional District's reasonable costs incurred in connection with the Tenant's request for consent;

5.10 Regulations

- (a) that it will comply promptly at its own expense with the legal requirements of all authorities and all notices issued under them that are served upon the Regional District or the Tenant, and

5.11 Insurance

- (a) That the Tenant will take out and maintain during the term of policy of general public liability insurance in the amount of not less than Three Million (\$3,000,000) per single occurrence covering the Tenant's indemnity in clause (5.12(a)) and naming the Regional District as an insured party to it and in a form satisfactory to the Regional District, and the Tenant shall provide the Regional District with a certified copy of the policy;
- (b) If alcohol is to be consumed at the facility, the Tenant is responsible to ensure the appropriate licences are acquired, and that the Regional District is named as an additional insured.
- (c) that all policies of insurance taken out by the Tenant shall contain a waiver of subrogation clause in favour of the Regional District and shall also contain a clause requiring the insurer not to cancel or change the insurance without giving the Regional District thirty (30) days prior written notice;
- (d) that if the Tenant does not provide, maintain or enforce the insurance required by this Agreement, the Regional District may take out the necessary insurance and pay the premium for periods of one year at a time and the Tenant shall pay to the Regional District as additional rent, the amount of the premium immediately on demand;
- (e) The Tenant shall take out and keep in full force and effect insurance upon property of every description and kind owned by the Tenant or for which the Tenant is legally liable and which is located on the Premises in an amount of not less than ninety percent (90%) of the full replacement value thereof and with coverage against at least the perils of fire, flood, lightning, earthquake and standard extended coverage.
- (f) If both the Regional District and the Tenant have claims to be indemnified under any insurance required by this Agreement, the indemnity must be applied first to the settlement of the claim of the Regional District and the balance, if any, to the settlement of the claim of the Tenant.
- (g) The deductible on the policy of insurance must be not more than five thousand dollars (\$5,000).

5.12 Indemnification

- (a) that it will indemnify the Regional District from and against all law suits, damages, losses, costs or expenses which the Regional District may incur by reason of the use of the Premises by the Tenant or the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises and in respect of any loss, damage or injury sustained by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, and this indemnity shall survive the expiry or sooner determination of this Lease and License.

5.13 Possession

- (a) that at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Premises without notice from the Regional District, any right to notice to quit or vacate being hereby expressly waived by the Tenant despite any law or custom to the contrary;

6.0 REGIONAL DISTRICT'S COVENANTS

- (a) The Regional District covenants with the Tenant for quiet enjoyment provided however that nothing in this clause will limit the rights of access reserved by the Regional District under sections 5.6. (d) and 5.8.(a) of this Agreement, the right of inspection and repair under section 5.7.(a) of this agreement.
- (b) The Regional District will take out and maintain during the term of this Lease and Licence to Occupy a policy of insurance insuring the Building against the risk of loss or damage caused by or resulting from fire or any additional peril against which the Regional District normally insures regional property;
- (c) If the Building is destroyed by fire or any other means, the Regional District has the sole discretion to decide whether to rebuild it, and before making that decision, will consult with the Tenant, and will take into consideration whether
 - (i) the Board, as owner of the Land and the Regional District's Landlord under the Agreement referred to in recital A of this Lease and Site Licence, will permit the Building to be rebuilt of the Lands;
 - (ii) there are sufficient proceeds from the insurance policy referred to in paragraph (b) of this section 6, together with any funds held or raised by the Tenant, to pay all costs of rebuilding;
 - (iii) there is sufficient time remaining in the Terms of both the Agreement referred to in clause (ii) and this Lease and Site Licence to justify rebuilding on the Lands; and
 - (iv) there is another site available to the Regional District of the Tenant where a replacement for the Building may be constructed; and
- (d) if the considerations in (c)(i) or (iii) and (iv) are not favourable or if they are favourable but there are insufficient funds acquired or raised under (c)(ii) within 180 days of the destruction of the Building, then the Regional District may elect not to rebuild and in that case, this Lease and Site Licence will terminate.

6.1 Management Fee

- (a) The Regional District shall pay a management fee to the Tenant to assist the Tenant with maintaining and repairing the premises, and therefore to assist the Tenant in providing community centre services to members of the public. The management fee will be paid in two installments of \$4,000 on or before January 31 and July 31 of each calendar year, for a total of \$8,000 annually.

6.2 Improvements and Capital Projects

- (a) Notwithstanding the Tenant's covenants to repair the Premises stated in sections 5.6. (a), (b), and (c) of this Agreement, the Regional District agrees to provide capital facility improvements associated with the Premises when the cost is above \$2,000 per capital project. When possible, the Regional District will schedule capital work to minimize its effect on scheduled facility use.
- (b) Decisions regarding whether an improvement is a capital facility improvement shall be made by the Regional District in its sole discretion and will be made in accordance with the Regional District Policy A2.5 *Capital/Operating Expenditures Policy*.
- (c) The Regional District agrees to work with the Tenant and meet annually prior to the annual budget preparation to consider discuss capital improvements requested.
- (d) The Tenant will not make any alterations or improvements, nor construct any structures on the Premises, unless it has obtained Regional District approval in writing to make such alterations, improvements or construction.

7.0 MANAGEMENT COVENANTS

7.1. The Tenant covenants and agrees with the Regional District:

- (a) That the Tenant will not carry on or do or allow to be carried on or done on the Premises anything that:
 - (i) May be or become a nuisance to the Landlord or the public,
 - (ii) Increases the hazard of fire or liability of any kind,
 - (iii) Increases the premium rate of insurance against loss by fire or liability upon the Premises or
 - (iv) Invalidates any policy of insurance for the Premises; or
 - (v) Directly or indirectly causes damage to the Premises.
- (b) to spend any grant money that may be received from the Regional District on the Building and Land only and not on other Tenant's projects or purposes;
- (c) to use revenue from the Tenant's rental of all or part of the Building to pay for the maintenance and operation of the Building;
- (d) to provide an annual report to the Regional District of the Tenant's fund raising activities for the building and the operation by the Tenant of the Premises;

8.0 MISCELLANEOUS COVENANTS

It is hereby mutually agreed:

8.1. Re-entry

- (a) that the Regional District may re-enter the Premises on non-payment of rent or additional rent, or non-performance of covenants;

8.2. Effect of Waiver

- (a) that the Regional District by waiving or neglecting to enforce the right to forfeiture of this Lease or the right of re-entry upon breach of any covenants, condition or agreement in it does not waive its rights upon any subsequent breach of same or any other covenant or condition of this Agreement;

8.3. Distress

- (a) that if the Regional District is entitled to levy distress against the goods and chattels of the Tenant, the Regional District may use enough force necessary for the purpose and for gaining admittance to the Premises and the Tenant releases the Regional District from liability for any loss or damage sustained by the Tenant as a result;

8.4. Termination

- (a) the Regional District may at any time terminate this Lease by giving to the Tenant forty five (45) days' notice in writing and the Tenant thereupon and also in the event of the termination of the Lease in any other manner if required by the Regional District shall forthwith remove from the Premises all structures, machinery, supplies, articles, materials, effects and things at any time brought or placed thereon or therein by the Tenant and shall also, to the satisfaction of the Regional District, repair any damage and injury occasioned to the Premises by reason of such removal and the Tenant shall not be entitled for any compensation for such removal. It is further agreed that unless required by the Regional District, the Tenant shall not remove any goods, chattels, materials, effects or things from the Premises until all rent or additional rent due or to become due under the Lease is fully paid; and
- (b) the Tenant may at any time terminate this Lease by giving to the Regional District ninety (90) days' notice in writing to the Regional District;

8.5. Insolvency

- (a) that if
 - (i) the Term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant, or
 - (ii) if a writ of execution issues against the goods or chattels of the Tenant, or

- (iii) if the Tenant makes any assignment for the benefit of creditors, or
- (iv) if the Tenant becomes insolvent or bankrupt, or
- (v) if the premises or any part of them becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Lease without the written consent of the Regional District (Ryan used 'Landlord'), or
- (vi) being an incorporated company or society if proceedings are begun to wind up the company or society, the Term shall, at the option of the Regional District, immediately become forfeited and the then current month's rent for the three months next following shall immediately become due and payable as liquidated damages to the Regional District, and the Regional District may re-enter and repossess the Premises despite any other provision of this Lease.

8.6. Amendments

- (a) The parties hereto may consent from time to time to amend the terms of the Agreement. Notice of a proposed change shall be made in writing to the other party (thirty) 30 days before the date upon which such amendment is to take effect, unless the notice period is waived by consent of both parties. The parties agree that no amendment shall take effect until approved in writing by the Board.

8.7. Removal of Goods

- (a) if the Tenant removes its goods and chattels from the Premises, the Regional District may follow them for thirty (30) days;

8.8. Notices

- (a) that any notice required to be given under this Lease shall be deemed to be sufficiently given:
 - (i) if delivered, at the time of delivery, and
 - (ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail and addressed as follows:

if to the Regional District:

6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

if to the Tenant:

1644 MacMillan Road
Nanaimo, BC
V9X 1L9

or at the address a party may from time to time designate, then the notice shall be deemed to have been received 48 hours after the time and date of mailing. If, at the time of mailing of the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it;

8.9. Fitness of Premises

- (a) that the Regional District has made no representations or warranties as to the condition, fitness or nature of the Premises and by executing this Agreement, the Tenant releases the Regional District from any and all claims which the Tenant now has or may in future have in that respect;
- (b) that the Tenant admits that it has inspected the Premises in their present state and that they are suitable for the Tenant's purposes;

8.10. Fixtures

- (a) that, unless the Tenant, upon notice from the Regional District, removes them, all buildings, structures or improvements constructed on the Premises by the Tenant, save and except for moveable business fixtures of the Tenant, shall, at the determination of the Lease, become the sole property of the Regional District at no cost to the Regional District.

8.11. Payments by the Regional District

- (a) that if the Regional District incurs any damage, loss or expense or makes any payment for which the Tenant is liable under this Agreement, then the Regional District may add the cost or amount of the damage, loss, expense or payment to the rent and may recover it as if it were rent or additional rent in arrears;

8.12. Holding Over

- (a) that if the Tenant holds over following the term and the Regional District accepts rent, this Agreement becomes a tenancy-at-will subject to those conditions in this Agreement applicable to a tenancy-at-will, and in the event the termination of the tenancy-at-will, any rent prepaid shall be adjusted for the period of actual occupation, it being expressly agreed that the acceptance of rent, or any implied condition or any implication of law shall in no way renew this lease or create any tenancy other than a tenancy-at-will;

8.13. Lease

- (a) the parties hereto acknowledge that the Licence to Occupy granted by this Agreement requires, as a condition precedent, that the consent of the head Landlord under the Regional District's lease of the Land, must be obtained and upon such consent the Tenant covenants and agrees with the Regional District to perform all covenants, conditions and provisos to be performed by the Regional District under the lease between the Regional District and its Landlord as amended to the intent and for the purpose that no default shall arise from the tenancy created by this Agreement.

8.14. Net Lease

- (a) that this Lease shall be a complete carefree net lease to the Regional District as applicable to the Premises and the Regional District shall not be responsible during the Term for any cost, charges, expenses or outlays of any nature whatsoever in respect of the Premises or its contents except those mentioned in this Lease.

8.15. Annual Meeting

- (a) that either the Regional District or the Tenant may request a meeting, once each year of the Term of the Agreement, to be attended by the Manager of Recreation Services, of the Regional District and the Tenant's Chairperson for the purpose of discussing any matter or issues relating to the Buildings or Land;

8.16. Interpretation

- (a) that when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- (b) that the headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it;

8.17. Binding Effect

- (a) this Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and permitted assignees;

8.18. Law Applicable

- (a) that this Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

9.0 TREE CUTTINGS, EXCAVATIONS AND HAZARDOUS SUBSTANCE

- 9.1. (a) The Licensee must not carry on or do or allow to be carried on or done on the land any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the surface of the Land and must not bring on or deposit any soil or fill on the Land except with the written consent of the Regional District.
- (b) The Licensee must not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on or to the Land or any trees, bush or vegetation on the Land any chemical fertilizer, herbicide, pesticide, chemical product, petroleum product or any other substance which is capable of contaminating the Land or any water on the Land.

10.0 ENVIRONMENTAL MATTERS

- 10.1. For the purposes of paragraph 10.2 below:

- (a) **“Contaminants”** means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and
- (b) **“Environmental Laws”** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any governmental authority having jurisdiction over the Premises now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

10.2. The Licensee covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Premises for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Regional District, which consent may be unreasonably withheld;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises;
- (c) to promptly provide to the Regional District a copy of any environmental site assessment, audit, report, or test results relating to the Premises conducted by or for the Licensee at any time;
- (d) to maintain all environmental site assessments, audits, reports, and test results relating to the Premises in strict confidence and not to disclose their terms or existence to any third party (including without limitation any governmental authority) except as required by law, to the Licensee’s professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Regional District, which consent may be unreasonably withheld;
- (e) to promptly notify the Regional District in writing of any release of a Contaminant or any other occurrence or condition at the Premises or any adjacent property which could contaminate the License Area or subject the Regional District or the Licensee to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (f) on the expiry or earlier termination of this License, or at any time if requested by the Regional District or required by any governmental authority under Environmental Laws, to remove from the Premises all Contaminants, and to remediate by removal any contamination of the Premises or any adjacent property resulting from Contaminants, in either case brought onto, used at, or released from the Premises by the Licensee or any person for whom it is in law responsible. The Licensee shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the Licensee, notwithstanding any rule of law or other provision of this License to the contrary and notwithstanding the degree of their affixation to the Premises; and
- (g) to indemnify the Regional District and its directors, appointed officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims,

remediation cost recovery claims, losses, costs, orders, fines, penalties, and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Premises and any adjacent property) arising from or in connection with:

- (i) any breach of or non-compliance with the provisions of this paragraph 10.2 by the Licensee; or
- (ii) any release or alleged release of any Contaminants at or from the Premises related to or as a result of the use and occupation of the Premises or any act or omission of the Licensee or any person for whom it is in law responsible.

10.3. The obligations of the Licensee under paragraph 10.2 above shall survive the expiry or earlier termination of this License.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

For the REGIONAL DISTRICT OF NANAIMO

For the CEDAR SCHOOL AND COMMUNITY ENHANCEMENT SOCIETY

Authorized Signatory

Authorized Signatory

TO: Parks Commissions and Committees **MEETING:** May 15, 2018

FROM: Wendy Marshall
Manager of Parks Services

SUBJECT: Parks Update Report – Winter 2018

RECOMMENDATION

That the Parks Update Report - Winter 2018 be received for information.

SUMMARY

The progress of the projects in the 2018 Parks Work Plan and the RDN Operational Plan is reviewed.

Planning and Capital Projects – Key Highlights

Mount Benson Parking Facilities R+P-40-2016

The contract for the removal of the house located on the property has been awarded and has commenced. Design for the parking lot is underway. The Ministry of Transportation and Infrastructure will review the design again prior to the RDN submitting a permit for the use of the undeveloped road allowance adjacent to the property. A new trail is being explored to offer a more direct alignment from the new parking area to Mount Benson Regional Park.

Benson Creek Falls Regional Park Facilities R+P-33-2017

Over 160 people responded to the online questionnaire that was seeking input on the conceptual options for a pedestrian bridge across Benson Creek and improved access to the base of Ammonite Falls. A summary of input received has been posted on the RDN Get Involved website and a report will be prepared for Board consideration of the preferred options in the fall of 2018.

Huxley Park Projects (EA 'B') R+P-34-2016

The Huxley Park Phase 1 improvements are complete. A Park Opening was held on April 21st to celebrate the new playground and the improvements to the sports court and tennis court.

Sports Court - It has been requested that pickle ball lines be added to the sports court. A staff report went to the Electoral Area 'B' POSAC on April 9th and will be going to the May 8th meeting of the Electoral Area Services Committee with a recommendation that Community Works funding be used for sports court line painting for pickleball and ball hockey.

Skatepark – The Preferred Conceptual Plan for the Skatepark is now complete and the next step is to develop Phase 2 Construction drawings and project costing that will further assist with budget planning

and future grant application purposes. A staff report went to the April 8th Electoral Area 'B' POSAC and will be going to the May 8th meeting of the Electoral Area Services Committee with a recommendation that the Skatepark concept plan be approved and that Community Works funding be used to proceed with Phase 2 Construction drawings.

Regional Trail from Horne Lake and Heritage Designation R+P-31-2016

A project brief was provided to the Horne Lake Strata for presentation at their April AGM. Survey work on the 1911 Gazetted road allowance has been delayed because inconsistencies in existing plans cannot be reconciled such that an updated plan could be created. A request has been made to the Ministry of Transportation and Infrastructure to assist the RDN in working with Island Timberlands and the Ministry on the creation of a replacement Section 107 plan that will satisfy requirements.

Errington Community Park (EA 'F')

Water and Wastewater Services have determined they do not need to assume responsibility for management of the park well at present. The well is operated by the hall board and serves both the hall across the street and the farmer's market concession and washroom. The RDN is awaiting direction from the Province on how to proceed with the licensing of the well. Neither the Province nor the RDN was aware of the well when the property was leased to the RDN in 2006. Development of a park operator agreement with the community hall board, which could include assignment of well responsibility to the hall board, awaits clarification of the Province's position.

Park Master Plan - The stakeholder meeting component of the public engagement process for the Errington Community Park Master Plan project is complete. After review of the plan with the Electoral Area 'F' POSAC, the Concept Plan will be presented at an Open House to be held at the park on May 05, 2018. Following the Open House, the public engagement will continue with an Online Survey. The results of the consultation will inform the design direction of the final concept for the park.

Little Qualicum Hall (EA 'G')

The public engagement component of the project is underway. A Dashwood community group has been consulted on the direction preferred for the building. An Online Survey is being launched at the end of April 2018 to gauge to preferred direction for Little Qualicum Hall by the greater Electoral Area 'G' community. The Dashwood community will receive a letter of invitation to participate in the Online Survey.

Dunsmuir Community Park Development (EA 'H')

The Dunsmuir Community Park Preferred Conceptual Plan is now complete and construction drawings are underway. The next step is to complete Phase 1 construction drawings and proceed to tender this spring. It is anticipated that project construction will begin this fall. Phase 1 will include the removal of the existing tennis court and smaller sports court, the construction of a new larger sports court and a new 20-car parking lot.

Meadowood Way Community Park – Community Centre Development (EA 'F')

A cost analysis for the building and site was completed after receiving the Quantity Surveyor's (Advicas Group) report. Options to complete the project within the allocated budget are being reviewed by staff.

E & N Finishing and Restoration R+P-100A-2014

Further to the one-year inspection, all trail development deficiencies have been addressed with the exception of pavement line painting which will be undertaken when the weather warms. Initial

restoration of the January flood damaged trail section is complete, and the project engineer is designing changes to the trail to counter future flood risk at this and a nearby low-lying trail section. The works should be completed during the summer.

Registry and Mapping

Registry of Electoral Area 'A' regional and community parks, trails and water accesses has been completed with the assistance of the RDN's GIS Mapping Services, and a revised park planning map created for the Area. Park parcels have been consolidated as required, encumbrances and sizes confirmed, and park names updated further to consultation with the Parks, Recreation and Culture Commission. A set of park maps and registry information tables along with planning map were included in 2018 Commission binders. Registry and mapping of Area B parks nears completion and work has begun on Area C. Parks Operations staff and GIS have concluded assignment of civic addresses to the bulk of the parks portfolio. Work has begun on electoral area maps including all available outdoor recreational resources, e.g., known Crown land trails and nearby parks and trails in municipalities and other regional districts.

Operations – Key Highlights

General Service Calls - Operations staff was busy during this time with frequent clean-up from storms and repairs from weather related damage. Staff responded to routine complaints including; hazard trees, flooding, vandalism, uncontrolled dogs, dumping, and other prohibited activities.

Descanso Bay Regional Park – The Coastal Wildfire Service Crew carried out hazard tree removal in the park. The trees were identified by an arborist as being hazardous to park uses and removed at no cost to the RDN except travel. Coastal Wildfire used the well supervised opportunity as staff training.

Benson Creek Falls Regional Park – Staff coordinated the removal and clean-up of an abandoned RV trailer and dumping in the parking area adjacent the trail head. Removal involved assistance from Bylaws, Solid Waste, and MoTI.

Glynneath Road Community Park (EA 'A') – Operations staff became aware of declining tree health over much of this forested property. A consulting professional forester was hired to investigate, and identified a large infestation of root rot throughout the park. The condition creates a safety hazard for persons in the park and has potential to impact neighboring properties if not addressed. Harvesting options for infected trees and prescriptive silviculture remediation for the site has been determined. Options and cost estimates to carry out the work are underway.

Kipp Road Community Park (EA 'A') – Illegal firewood harvesting has taken place from the Kipp Rd Park more than once this winter. Bylaw Services has been actively involved along with the RCMP and Provincial agencies. Concrete roadside barriers were breached to gain access. Two such breaches have occurred and EMCOM has acted quickly to close them. Monitoring of the site is ongoing.

Grounds Maintenance Contract (EA 'B') - Lawn and grounds maintenance for Rollo McClay and the Whalebone Parks was tendered for a three year term. Strain Landscapes is the successful contractor, delivering the service at a lower cost than the previous contract.

Lee Road Community Park (EA 'G') - Staff responded to trees down in French Creek posing significant risk of flooding and damage to the adjacent homes. Staff worked with a consulting biologist and the

Ministry of Environment to fast track required the permits and complete the work within a tight timeline.

Parks Programming

The Spring and Summer Active Living Guide was developed in late 2017 and January 2018, with guide release and program registration starting March 5, 2018. Returning programs include the children's camps "GO Wild" at Moorecroft Regional Park in both Spring Break and Summer; hiking programs throughout the area during the Spring; and new programs such as the interpretive "Night Walk", "She's in Nature" and "Amazing Race in the Parks". Registration in the Spring Break GO Wild March 19-23 was high (16) considering the weather (cold and rainy, with snow the week prior). Registration for the hikes and adult interpretive programs has been low so far, with two programs cancelled due to low registration. "She's in Nature" has high registration (14) so far and will be starting April 29.

Park Use Permits

EA 'A' – VIU Horticulture and International Education program was given a permit to propagate wild ginger at Nanaimo River Regional Park April 9. They will be replanting on April 27.

EA 'B' – Gabriola 4-H Club was given a permit to run the concession at Rollo McClay Community Park during the Spring / Summer 2018 softball season. Gabriola Scouts/Guides was given a permit to have a campout at Descanso Bay Regional Park February 22, but the event was cancelled due to snow.

EA 'C' – The Fletcher's Challenge occurred on Good Friday and made use of the TCT near Harewood Mines Road.

EA 'E' – Permits were approved for weddings at Beachcomber Regional Park (September 15, 2018) and Moorecroft Regional Park (June 3, 2018). School District 69 has used Moorecroft Regional Park for interpretive field trips for Nanoose Bay Elementary and for Oceanside Elementary School.

EA 'F' – A permit was granted to Mount Arrowsmith Biosphere Region Research Institute (MABRRI) to conduct a BioBlitz at Englishman River Regional Park April 21. They will be sharing their research findings with us.

EA 'G' – BC Conservation Foundation was granted a permit for Little Qualicum River Estuary Regional Conservation Area to give a tour during the Brandt Festival, April 5.

FINANCIAL IMPLICATIONS

The projects outlined in this report have funds identified in the 2018 Budget. Electoral Area projects are funded through the associated 2018 Community Parks Budget and in some cases are supplemented by Community Works Funds or grant funding. Regional Parks projects are funded through the 2018 Regional Parks Operational Budget or the Regional Parks Capital Budget.

STRATEGIC PLAN IMPLICATIONS

Projects in this report support the RDN's strategic priorities for Service and Organizational Excellence and Focus on the Environment:

- Delivering efficient, effective and economically viable services that meet the needs of the Region;
- We will fund infrastructure in support of our core services employing an asset management focus;
- As we invest in regional services we look at both costs and benefits — the RDN will be effective and efficient;
- We recognize community mobility and recreational amenities as core services; and
- We will have a strong focus on protecting and enhancing our environment in all decisions.



Wendy Marshall
wmarshall@rdn.bc.ca
April 26, 2018

Reviewed by:

- T. Osborne, General Manager of Recreation and Parks
- P. Carlyle, Chief Administrative Officer

Attachments

1. Parks Work Plan – Winter 2018

**Parks Work Plan
Winter 2018**

PARK PROJECTS AND REQUESTS - 2018								
Service Area	Origin	Project #	Park	Description	Start Date	Completion	Progress	Comment
A	16-785	2017-002	Beach Accesses	Driftwood Beach Access consultation and design	2017	2018 Q3	Underway	Board report completed and design to move forward during summer.
A		2018-001	Beach Accesses	Driftwood Beach Access stairs construction	2018	2018 Q2	Not started	Planned for fall.
A	17-153	2018-025	Cedar Plaza	Review Possible Alternatives to allow water	2017	2018 Q2	Underway	Application into NCID waiting for approval
A		2018-026	Ivor Road	Trees - removal/replant	2018	2018 Q3	Underway	Harvesting Assessment complete, obtaining estimates for work.
A		2018-024	Kipp Road	Geotechnical options for site remediation	2018	2018 Q2	Underway	Remediation technical pan complete and cost estimate complete. Applying to the Province for assistance.
A	17-516	2018-023	Skatepark	Review options for a viewing platform	2018		Not started	Planned for fall.
B	16-348, 18-008	2017-006	707	New Signs as per plan	2018	2017 Q4	On hold	Delayed until parkland addition brought into the RDN system.
B		2018-027	707	Gate, drainage and road repairs	2018	2018 Q3	Not Started	Will start once property added to the RDN system.
B		2018-028	707	New Property - add amenities	2018	2018 Q3	Not Started	Will start once property added to the RDN system.
B			707	Management Plan Update	2020		Not Started	Planned for 2020.
B			707	New Property development	2023		Not Started	Planned for 2023.
B		2018-031	Cox	New Property - add safety amenities	2018	2018 Q3	Not started	Will start once property added to the RDN system.
B			Cox	Master plan	2021		Not started	Planned for 2021.
B			Cox	Property Development	2022		Not started	Planned for 2022.

**Parks Work Plan
Winter 2018**

Service Area	Origin	Project #	Park	Description	Start Date	Completion	Progress	Comment
B		2018-029	Huxley	Electrical Upgrades Assessment	2018	2018 Q3	Not Started	To be completed simultaneously with construction drawings.
B			Huxley	Grant applications for Skate Park	2019		Not Started	Planned for 2019 once drawings completed.
B			Huxley	Skatepark Construction	2020		Not Started	Planned for 2020.
B		2018-061	Huxley	Park Opening Event	2018		Underway	Planned for April 21.
B	16-346	2016-007	McCullum Road Cash in Lieu	Work with Developer for processing the Cash in Lieu	2016	TBD	On Hold	Waiting on developer.
B		2018-033	Pilot Bay & Huxley Benches	Benches	2018	2018 Q3	Underway	Benches Ordered.
B		2018-032	Whalebone	Upgrades to trails	2018	2018 Q2	Completed	2018 upgrades complete as of April 18th 2018.
B-CWrks		2018-030	Huxley	Skateboard and park entrance Construction drawings/costing/geotec/survey	2018	2018 Q2	Not Started	Report going to May 22 Board for project funding approval (CW Funds).
B-CWrks	Staff	2017-009	Joyce Lockwood Stairs	Rebuild Beach Access stairs	2018	2018 Q3	Underway	Geotech assessment of Site underway.
B-CWrks	Board	2015-001	Village Pathway	Design/MOTI approval	2015		On hold	Meeting to be held with MOTI in May to hopefully move ahead with design approval.
B-CWrks		2017-011	Village Way Path	Construction	2019	2020	Suspended	Suspended until MOTI approval of design is obtained.
C EW/PV	Posac	2018-003	Anders Dorrit	Information sign design and install	2018	2018	Not started	Planned to start in June 2018.
C EW/PV	Posac	2018-004	Anders Dorrit	Design & Open House	2018	2018 Q3	Underway	Open house planned for end of April.

**Parks Work Plan
Winter 2018**

Service Area	Origin	Project #	Park	Description	Start Date	Completion	Progress	Comment
C EW/PV			Anders Dorrit	Detailed Design	2019	2019 Q2	Not started	Planned for 2019.
C EW/PV			Anders Dorrit	Tender & Construction	2020	2021	Not started	Planned for 2020.
C Ext		2018-035	Extension Miners	Coal artifact display, trail to river design	2018	2018 Q4	Not started	Planned to start in May 2018.
C Ext			Extension Miners	Install Trail to river	2019		Not started	Planned to start in Summer 2018.
C Ext		2018-034	Trails Initiative	Horse Access on Crown	2018	2018	Not started	Planned to start in June 2018.
E	18-084	2018-055	Bonnington Drive/Coventry Place	High level report on cost and process for stairs and trail construction	2018	2018 Q3	Not started	Planned for late spring/summer.
E	18-085	2018-037	Brickyard	Parking, Toilet, Garbage - Concept Layout & Neighbour Consultation	2018	2018 Q2	Suspended	Suspended as per board direction.
E	18-085	2018-038	Brickyard	Toilet, Garbage Install	2018	2018 Q3	Suspended	Suspended as per board direction.
E	16-197	2016-009	Claudet	Utilities lot transfer	2016	TBD	Underway	Staff reviewing approach to dispose of parkland.
E		2018-039	Es-hw Sme~nts	Interpretive signs -design and install	2018	2018	Completed	Completed.
E	18-087		Jack Bagley	Court placement and design	2019		Not started	Survey to take place in 2018 and planning in 2019.
E	17-155, 17-409	2018-036	Nanoose Road Community Park	Early Lease Renewal/Amendment Design new use once received	2018	2020	Not started	Waiting on the province.
E	17-517, 18-086	2018-024	Stone Lake Drive	Natural Playground Site survey, Public Input & Preliminary Design	2018	2018 Q3	Underway	Survey completed and public consultation underway.
E			Water Accesses	Priority from Study (survey, design, install)	2019		Not started	Planned for 2019.

**Parks Work Plan
Winter 2018**

Service Area	Origin	Project #	Park	Description	Start Date	Completion	Progress	Comment
F	17-310	2018-009	ACT Trails	Surface David Lundine trail	2018	2018 Q2	Underway	In coordination with Errington CP Master Plan.
F		2018-040	ACT Trails	Palmer Road East Trail Construction	2018	2018 Q4	Not started	Planned to start in May/June 2018.
F			ACT Trails	Bellevue Trail 1 - Grafton/Bellevue	2019		Not started	Planned for 2019.
F			ACT Trails	Bellevue Trail 2 - Koperick link	2019		Not started	Planned for 2019.
F	17-312	2018-006	Errington	Park Master Plan to include a bike skills park and a playground	2017	2019 Q3	Underway	Public engagement process is underway. Open House will be on May 05, 2018 at the park.
F			Errington	Phase I detail design	2019		Not started	Planned for 2019.
F			Errington	Phase II Detail Design	2021		Not started	Planned for 2021.
F			Errington	Phase II Construction	2022		Not started	Planned for 2022.
F	Staff	2018-007	Errington	Operator Agreement	2018	2018 Q4	Underway	MFLNRO (lands) advised of well on property and they are now reconsidering RDN lease. Awaiting direction. Good candidate for Crown Grant.
F		2018-041	Meadowood	Community Hall Construction	2018		Underway	New costing matrix being developed.
F-CWrks	Posac	2019-001	Errington	Phase I construction	2020		Not started	Planned for 2020.
G		2018-056	Blue Water	Clearing and restoration.	2017	2020 Q3	Underway	Due to weather, goats will be on site mid-May 2018. BC Hydro grant of \$2,700.00 received to plant trees in park.
G		2017-015	Boulton	Replace playground borders	2017	2018	Underway	Estimates underway.
G			Dashwood	Playground Updates	2019		Not started	Planned for 2019.

**Parks Work Plan
Winter 2018**

Service Area	Origin	Project #	Park	Description	Start Date	Completion	Progress	Comment
G		2018-057	Lee Rd	Tree removal French Creek	2018	2018 Q1	Completed	Trees removed from the creek.
G	Posac	2018-010	River's Edge	Playground concept design	2019		Not started	Planned for 2019.
G			River's Edge	Playground detail construction drawings	2020		Not started	Planned for 2020.
G			River's Edge	Playground Install	2021		Not started	Planned for 2021.
G-CWrks	Posac	2019-002	French Creek Paths/Trails	TBD	2020		Not started	Planned for 2020.
G-CWrks	17-158, 17-405, 17-600	2018-011	Little Qualicum Hall	Engineering study and community consultation to determine direction	2018	2018 Q3	Underway	Engineering study complete and consultation underway with community.
H		2018-042	Beach Accesses	Signage and Improvements	2018	2018 Q3	Not started	Beach Access priorities to be determined at June 11 POSAC.
H	17-020	2017-016	Dunsmuir	Detailed design	2018	2018 Q2	Underway	Phase 1 tender drawings to be completed end of May.
H			Dunsmuir	Phase II Planning	2019		Not started	Planned for 2019.
H			Dunsmuir	Phase II Construction	2020		Not started	Planned for 2020.
H		2016-013	Lions Park	Operators Agreement	2016	2018 Q3	Underway	Meeting held with the Lions Club and requested revisions to agreement under legal review.
H	Posac	2019-003	Oakdowne	Licence on other crown parcels surrounding the park	2019		Not started	Planned for 2019.
H			Sunny Beach	Improvements	2019		Not started	Planned for 2019.
H	Posac	2018-013	Wildwood	Kiosk development and install - split with Regional	2018	2018	Not started	Will coordinate with Elaine in August 2018.
H-CWrks	Other	2020-001	Area H Roadside Trails	Work with MOTI on any development of trails along the road.	2020		Not started	Planned for 2020.

**Parks Work Plan
Winter 2018**

Service Area	Origin	Project #	Park	Description	Start Date	Completion	Progress	Comment
H-CWrks		2018-012	Dunsmuir	Phase I construction	2018	2018 Q3	Not started	Report going to April 24 Board for project funding approval (CW Funds). Phase 1 tender planned for June.
Other - Comm	Other	2018-014	Bike Network Plan	Develop plans	2019		Not started	Planned for 2019.
Other - Comm	Operational		Development	Subdivision/parkland - review, comments and POSAC input			On Going	Ongoing as required through planning.
Other - Comm	16-616, 18-061	2016-018	Park Signage	Resign Park regulation and info signs	2016	2018 Q3	Underway	Board has reviewed and sign review by committees underway.
REG	Staff	2017-019	Ammonite Falls Trail	Bridge Replace	2017	2018 Q2	Underway	Environmental Assessment complete. Design estimates underway.
REG	Staff	2018-020	Arboretum	Kiosk upgrade -design new sign with volunteers and install	2018	2018 Q4	Underway	Design of signage has started.
REG	Mngmnt Plan	2018-045	Beachcomber	Main Path Upgrades (stairs/handrails)	2018	2018 Q4	Not started	Work planned for fall.
REG	18-072	2016-028	Beachcomer	Management Plan	2016	2017	Completed	Board approved plan.
REG	16-669	2017-048	Benson Creek Falls	Parking feasibility study and design - Weigles entrance (incl. env. study)	2017	2018 Q1	Underway	Concept planning underway.
REG	16-668	2017-049	Benson Creek Falls	Parking - monitor and communicate with residents	2017		Ongoing	Ongoing.
REG			Benson Creek Falls	Weigles entrance parking Lot Construction	2019		Not started	Will occur with stair and bridge construction.
REG	Mngmnt Plan	2018-019	Benson Creek Falls	Kiosk	2020	2020	Not started	Planned for 2020.
REG			Benson Regional Trail	Signage	2019	2020	Not started	Planned for 2019.

**Parks Work Plan
Winter 2018**

Service Area	Origin	Project #	Park	Description	Start Date	Completion	Progress	Comment
REG		2018-043	BigQ/ACRD Regional Trail	Detailed planning	2018		Not started	Will proceed once preliminary work is completed.
REG			BigQ/ACRD Regional Trail	Construction	2020		Not started	Planned for 2020.
REG		2020-003	BigQ-ACRD Regional Trail	Construction	2019	2020	Not started	Would take place after detailed design.
REG		2018-048	Coats Marsh	Building and Bat housing	2018		Underway	Bat houses underway.
REG	Staff	2018-018	Descanso	Tree removal	2018	2018 Q2	Underway	Coastal Wildfire carried out Phase 1, Phase 2 underway by contracted arborist
REG			Descanso	Gate house replacement	2020		Not started	Planned for 2020.
REG		2018-046	Englishman River	Geo technical study for the bank above the road	2018	2018 Q3	Not started	Work planned for summer.
REG	Other		Fairwinds	Development - PDA		TBD	Underway	Staff have met with Planning Staff to review development proposal and PDA amendments.
REG	16-767	2017-024	First Nations Passage via Horne Lake	Heritage designation	2017	2020	On Hold	Address once regional trail development has advanced.
REG			Horne Lake	Picnic shelter design/tender	2021		Not started	Planned for 2021.
REG		2018-044	Horne Lake and Descanso	Registration Software	2018	2018 Q2	Underway	Registration software purchased. Implementation underway.
REG		2017-021	La Selva Trail	Construction	2017		Delayed	Delayed due to land issue at site.
REG			Lighthouse	Nile Creek Bridge	2021		Not started	Planned for 2021.
REG			Lighthouse	Fletcher Creek	2023		Not started	Planned for 2023.

**Parks Work Plan
Winter 2018**

Service Area	Origin	Project #	Park	Description	Start Date	Completion	Progress	Comment
REG	16-480	2016-026	Moorecroft	Site Planning with First Nations (as per workshop priorities)	2016	2017 Q4	Underway	Consultation underway when required.
REG	Mngmnt Plan	2018-021	Moorecroft	Picnic shelter design/tender	2020		Not started	Planned for 2020.
REG		2016-026	Moorecroft	FN Liaison	2016		Ongoing	Continue discussions with FN regarding building in the park.
REG			Moorecroft	Parking Lot Design & Improvements	2021		Not started	Planned for 2021.
REG			Moorecroft	Meadow Road Upgrade	2019	2019 Q2	Not started	Planned for 2019.
REG			Moorecroft	Reroute Water Line	2019	2019 Q2	Not started	Planned for 2019.
REG			Moorecroft	Entry Area Improvements	2020		Not started	Planned for 2020.
REG		2018-049	Moorecroft	Miss Moore's Cabin Removal	2018	2018 Q3	Underway	Cabin removed. Planning for the site underway.
REG			Moorecroft	Interpretive Signage (design & install)	2021		Not started	Planned for 2021.
REG			Moorecroft	Kiosk	2020		Not started	Planned for 2020.
REG	Mngmnt Plan	2017-041	Moorecroft	Two vault Toilets & storage (design, locate, install)	2017	2018 Q3	Underway	Archeologist review of site complete, test-holes for vaults complete.
REG	16-666, 17-510	2018-054	Mount Benson	Parking design and construction	2018	2019	Underway	Plans are at 50%. Meetings are to be held with MOTI in May. House removal is underway.
REG			Mount Benson	Trail Improvements - Condition and Evaluation of High Use Routes	2019	2018 Q3	Not started	Planned of 2019.
REG			Olympic Torch Trail and	Planning	2020		Not started	Some reviews done for seniors housing project.
REG			PQ Links	Barclay Bridge - asphalt extension	2019		Not started	Planned for 2019.

**Parks Work Plan
Winter 2018**

Service Area	Origin	Project #	Park	Description	Start Date	Completion	Progress	Comment
REG	Staff	2017-020	TCT	Timberlands Road trail head development	2016	2018 Q4	Underway	Approval received from Island Timberlands to proceed. Site visits with Hydro and Fortis planned for April. New (free) TCT signage ordered from TCT HQ.
REG			TCT signage review	GPSing of signage in prep for updating given new TCT signs.	2018	2018 Q3	Underway	Staff GPSing signs.
REG			TCT signage update	Apply for free signage if available; otherwise purchase. Update all.	2019		Not started	
REG	Other	2019-004	Top Bridge	Reroute trail and parking lot in City of Parksville	2021		Not started	Timing ultimately depends on the City of Parksville.
REG			Top Bridge	Connection to Rail Trail - Design	2019		Not started	Planned for 2019.
REG			Top Bridge	Connection Construction	2020		Not started	Planned for 2020.
REG	Posac	2018-017	Wildwood/LH RT	Kiosk development and installation - split with H	2018	2018	Not started	Will coordinate with Elaine in August 2018.
REG		2017-070	Witchcraft Lake Regional Trail	Volunteer Trail Building Agreement	2017	2018 Q1	Underway	Agreement and report underway for May RPTSC.
REG		2018-047	Witchcraft Lake Regional Trail	Volunteer Trail Building	2018	2018 Q3	Not started	Agreement and report underway for May RPTSC.
REG CAP		2018-050	Benson Creek Falls	Detailed design and costing stairs and bridge	2018	2018 Q4	Not started	Planned for late 2018.
REG CAP			Benson Creek Falls	Bridge Construction	2019	2019/2020	Not started	Planned for 2019.
REG CAP			Benson Creek Falls	Stairs at falls Construction	2019	2019/2020	Not started	Planned for 2019.
REG CAP	16-670	2017-031	Benson Creek Falls	Concept Plans and consultation Bridge and Stairs	2017	2018 Q4	Underway	Concept plans and public consultation completed. Report will be prepared for October.

**Parks Work Plan
Winter 2018**

Service Area	Origin	Project #	Park	Description	Start Date	Completion	Progress	Comment
REG CAP		2017-043	BigQ/ACRD Regional Trail	Preliminary planning including agreement with strata	2017	2019	Underway	Working with Horne Lake Strata on an agreement. Request made to MoTI to help resolve survey issues.
REG CAP	17-227	2017-073	E&N -- Coombs to Parksville Rail Trail	Horse Parking - Wood lot	2017		On Hold	Awaiting Springhill Rd development.
REG CAP			E&N -- Coombs to Parksville Rail Trail	Trail Repair - Clean up, Design and rebuild	2018	2018 Q3	Underway	Initial clean up completed. Full restoration proposal being prepared with worked planned for the summer.
REG CAP		2017-022	E&N -- Coombs to Parksville Rail Trail	Finish Construction Details	2018	2018 Q3	Underway	Deficiencies being addressed by contractor. Some items to be completed when weather is warmer.
REG CAP	17-386	2017-068	Little Qualicum	Bridge Design	2018	2019	Underway	RFP to hire a Engineering firm to produce design and drawing has started.
REG CAP			Little Qualicum	Bridge Construction	2020	2020 Q4	Not started	Planned for 2020.
REG CAP	Board	2014-001	Morden Colliery	Lease upgrade	2014		Underway	Waiting on Province to respond to lease upgrade request.
REG CAP	16-124, 14-755, 14-754	2017-047	Morden Colliery	Bridge and trail design and tender	2017		Delayed	Project delayed because of ALC development application process.
REG CAP			Morden Colliery	Construction	2019	2020	Not started	Will commence after detailed designs are completed.
REG - Other	Staff	2018-053	Brochure	Design New Brochure/Print	2017	2018 Q3	Underway	Design is under draft review. Photo sessions were held late March 2018 to provide addition people in parks photos.

**Parks Work Plan
Winter 2018**

Service Area	Origin	Project #	Park	Description	Start Date	Completion	Progress	Comment
REG - Other	Operational		Operator agreements	Monitor			Ongoing	Ongoing
REG - Other	Other	2018-016	Park Zoning	With Planning Department	2019		Not started	Planned for 2019.
REG - Other	Operational		Partnerships	Meetings and on-going communication with partners			Ongoing	Ongoing
REG - Other	Operational	2017-042	RPT Plan	Develop RFP. Work with consultant on plan development	2018	2019 Q4	Not started	RFP to be prepared during fall for Board report in the spring of 2019.
REG - Other	16-654,16-678,17-019, 18-	2016-020	Salish Sea Marine Trail	Agreement with BC Marine Trail Association & signage	2016	2018 Q3	Underway	Agreement executed by BCMTNA; signage approved and in production.
REG - Other		2017-072	Tourism VI Trails Strategy	Phase 3 Exceptional Hiking Experiences Network	2017		Underway	TVI investigating pursuit of one trail per region to develop as per Master Plan. Meeting planned for April.
Other	Operational	2018-051	2019 Budget and Work plan	Create and forward for approvals	2018	2019 Q1	Not started	Work to start in June 2018.
Other			Acquisitions	Assessment and report			Underway	Several properties under consideration.
Other	Staff	2019-006	Bylaw 1399	Update existing bylaw	2019		Not started	Planned for 2019.
Other	Staff	2019-005	Donation Program	Create program	2019		Not started	Planned for 2019.
Other	Operational		GIS and Mapping	Ongoing mapping			On going	Ongoing
Other			Park wells	well licensing and decommissioning; reconciliation of provincial data	2018	2019	Underway	Park staff will be visiting well sites to confirm location/existence and an updated list will be provided to the province.

**Parks Work Plan
Winter 2018**

Service Area	Origin	Project #	Park	Description	Start Date	Completion	Progress	Comment
Other		2018-060	Parks Programming	Programming for all seasons	2018		Underway	Spring & Summer Programming Winter 2018, Fall Programming completed June/July 2018.
Other		2018-052	Policies	Update	2018	2018 Q4	Not started	Planned for fall 2018.
Other	Operational		Portfolio Records & Mapping	Acquisition registry, park records, mapping, statistics			On Going	Continuing.
Other	Operational		Project Management	Software	2019		Not started	Planned for 2019.
Other	Operational	2018-022	Standing contracts	With Purchasing Manager bring on frequently used contractors under a standing contract	2018	2018 Q2	Not started	Planned for fall.
Other	Operational	2017-044	Risk Management	Update Inspection Program	2017	2018 Q4	Underway	Work will continue throughout 2018.
Other		2018-059	School Programming	Working with schools to encourage more interpretive programs	2018	2018 Q4	Underway	Program planning Spring 2018, implementation Fall 2018.
Other	Operational	2016-032	SharePoint system	Create and upload old files	2016		Underway	Staff continue to move files from the old files to the new system.
Other		2018-058	Volunteers in Parks	re-initiate program	2018	2018 Q4	Not started	Planned for fall 2018.
Other	Operational	2017-043	Worksafe BC	Update program	2017	2018 Q4	Underway	Work will continue throughout 2018.

TO: Electoral Area ‘A’ Parks, Recreation and Culture Commission **MEETING:** June 20, 2018

FROM: Kelsey Cramer
Parks Planner

SUBJECT: 5-year Project Plan – Electoral Area ‘A’

REQUEST

That the Parks, Recreation and Culture Commission provide staff direction on the 5-year Project Plan: 2019-2023 for Electoral Area ‘A’ as provided in the June 20, 2018 Agenda.

BACKGROUND

The 5-year Project Plan outlines the Community Parks projects identified for the Electoral Area. Projects are ranked by priority, high to low. Suggestions have come from the Parks, Recreation and Culture Commission, the Electoral Area Director, and applicable Plans. The project list is reviewed every year to ensure that new priorities can be captured.

NEXT STEPS

With the Commission’s input, the 5-year Project Plan: 2019-2023 will be refined. The plan will be updated to capture the Commission’s suggestions and timing of projects will be based on the Parks Division work load and funding availability. Staff will provide the finalized 5-year Project Plan: 2019-2023 to the Commission in the fall of 2018.

FINANCIAL IMPLICATIONS

Funding for projects planned for next year will be considered as part of the 2019 budget process. The budget guidelines are provided on the 5-year Project Plan: 2019-2023 EA ‘A’ document attached along with the funding sources, if known and/or currently available.

The available funding sources for Community Parks are the Electoral Area ‘A’ Community Parks Budget and the Electoral Area ‘A’ Reserve Fund. The Cash-in-Lieu Reserve Fund can only be used to purchase park land. Community Works Funds can also be used when available. Current budget availability for Electoral Area ‘A’ is:

EA ‘A’ Reserve Fund	\$345,505
EA ‘A’ The Cash-in-Lieu Reserve Fund	\$368,581
Area ‘A’ Community Parks Budget general development (typical annual amount)	\$20,000

The Community Parks Budget is reviewed annually by the Regional Board and funding priorities are set with consideration of input and recommendations from the Electoral Area 'A' Parks, Recreation and Culture Commission.



Kelsey Cramer
kcramer@rdn.bc.ca
May 29, 2018

Reviewed by:

- W. Marshall, Manager, Park Services
- D. Banman, Acting General Manager, Recreation and Parks
- P. Carlyle, Chief Administrative Officer

Attachments

1. 5-year Project Plan 2019-2023 EA A

RDN Electoral Area 'A' Community Parks

5-Year Project Planning: 2019-2023

PLANNING WORKSHEET - DRAFT

for review at the June 20, 2018 PRCC meeting

This worksheet is provided for planning purposes only and is subject to change to accommodate other Board directives, funding constraints and staff resources.

Estimated Costs illustrated in italics refer to Order of Magnitude Costs and are not based on an official estimate.

Reserve Fund: \$345,505

Cash-in-Lieu Reserve Fund: \$368,581

Typical Parks Annual Development Budget: \$20,000

(As of May, 2018)

	Estimated Cost	Budget Notes	Origin	
Current Year Projects (2018)				
2018	Driftwood Rd Beach Access: stair preliminary design & consultation	\$5,000	consultant fees, staff time; CP Operational Budget 2018	Jun'15/Dec'16 motion
2018	Driftwood Rd Beach Access: final design, permitting, tender and construction	\$35,000	consultant/contractor fees; staff time; CP Operational Budget 2018	Board April 2018
2018	Glynneath Rd Tree Management & Replanting	\$10,000	consultant/contractor fees; CP Operational Budget 2018 (\$4734 on survey, assessment & plan)	PRCC/Board Apr 2018

High Priority Projects (2019-2020)				
2019	Cedar Plaza Irrigation	\$7,000	connection fees, contractor fees; staff time	Board Jul'16, Mar'17
2019	Cedar Skatepark viewing platform - preliminary options (costing & concepts)	\$2,000	contractor fees; staff time; CP Operational Budget 2019	PRCC/Board Oct 2017
2020	Cedar Skatepark viewing platform - construction (if decision to proceed is made)	\$15,000	order of magnitude cost estimate; not based on official estimate	
2020	Park signs pilot project -Thelma Griffiths (design & install entry & historical interpretive signage)	\$2,000	staff time; CP Operational Budget 2019; staff to follow up with SWACA	EASC, PRCC April 2018
2020	Water Access planning & consultation - project to be determined	\$5,000	survey and consultant fees, staff time; CP Operational Budget 2020	PRCC BA Inventory

Medium Priority Projects (2021-2022)				
2021	Water Access permitting & development - project to be determined	\$35,000	order of magnitude cost estimate; not based on official estimate	
2021	Quennell Lake Car Top Boat Launch: dock	\$20,000	order of magnitude cost estimate; not based on official estimate	
2022	Nairne Rd. to Morden Colliery Regional Trail Connection	\$5,000	trail already constructed, requires legal R.O.W.	

Low Priority Projects (2023-)				
2023	Macmillan Rd to Woodridge Rd: boardwalk connection		big project - involves elevated walkway	
	Kipp Rd: development of public access points and a trail network		planning to wait until there is a development application on adjacent lands (City of Nanaimo)	
	Whiting Way CP: park master plan (trail connections)		potential connection to Yellowpoint Ecopark (CVRD)	
	Thelma Griffiths: design & installation of historical signage (moved up to High/Med Priority)		staff to follow up with SWACA; if not interested in the project remove from project list	

Additional Project Suggestions				
	Community Trail development in South Wellington		commission members to investigate	

	Parkland acquisition or lease for Cassidy			
	Roadside trail development as per 2009 Active Transportation Plan		Investigate grant opportunities - Holden Corso may be a priority	
	Trail Planning (MOTI undeveloped roads)		assessment - by Commission	
	Trail acquisition-western edge of York Lake		Re. Cedar Main Street Village Plan	Village Plan
	Nanaimo River access		Re. Cedar Main Street Village Plan & Electoral Area 'A' OCP	Village Plan, OCP

Completed Projects		Cost		
2016	Cedar Skate Park: install picnic table	\$2,300	funds provided by Cedar Skate Association - donation of \$2,386	
2016	Cedar Plaza: Kiosk construction c/w interpretive signage; replanting; benches	\$25,000	\$22,331 funded by developer as condition of rezoning; \$2,669 from CP Operational Budget	
2016	Cedar Plaza: benches	\$5,000	\$2,500 from cash in lieu for benches from developer; \$2,500 from CP Operational Budget	
2016	Nelson Rd boat launch: toilet surround	\$3,500		
2016	Nelson Rd boat launch: signage	\$1,000		
2016	Thelma Griffiths CP: path improvements	\$4,000		
2014	Beach Access Inventory	staff time	assessment by Commission	
2014	Cedar Skateboard Bike Park: grand opening	staff time		
2014	Cedar Skatepark: construction	\$590,000	based on grant amount	
2013	Cedar Skatepark: construction drawings (to 100%) & tender	\$31,228		
2012	Quennell Lake car top boat launch	\$30,483	(\$5,671 CP Budget; MFLNRO \$21,812; Mid-Island Castaways Fly Fishing Club \$1,000; community member \$2,000)	
2012	Cedar Skateboard Bike Park: grant application	staff time		
2012	Cedar Skateboard Bike Park: construction drawings (to 85%)	\$21,228	funds came from the \$139,000 reserve fund previously set aside for skateboard bike park	
2012	Cedar Skateboard Bike Park: detailed geotechnical report	\$5,000		
2012	Cedar Plaza: Kiosk (tipple) concept & construction drawings	\$1,080		
2012	Pebble Beach BA: MOT lease; porta potty, g.can & dog sign	\$7,205		