

SOUTH CARIBOO JOINT COMMITTEE

AGENDA

The Lodge, Valley Room
98C Cecil Place
100 Mile House

June 19, 2012
5:00 pm

A. Receipt and Adoption of Minutes

1. Minutes of meeting of May 14, 2012

B. Delegations

1. Phil Doddridge, Interior Roads
-- update on summer road maintenance program and an overview of this past winter maintenance program

C. Reports and Correspondence

1. Letters addressed to Chair A. Richmond and Mayor M. Campsall from Tom Bachynski, President, South Cariboo Chamber of Commerce
2. Memorandum dated June 12, 2012 from Darron Campbell, Manager of Community Services
-- District of 100 Mile House South Cariboo Ball Fields Lease Agreement

There will be various items suitable for discussion in-camera pursuant to Section 90(1)(k) of the *Community Charter*.

**SOUTH CARIBOO JOINT COMMITTEE MINUTES
MONDAY, MAY 14, 2012**

A meeting of the South Cariboo Joint Committee was held on Monday, May 14, 2012 at 5:00 pm, at the District of 100 Mile House Council Chambers in 100 Mile House.

PRESENT: Co-Chair A. Richmond, Director M. Wagner, Cariboo Regional District
Co-Chair Mayor M. Campsall, and Councillor, D. Mingo, B. Hadden, S. Henderson,
and R. Fossum, District of 100 Mile House

ABSENT: Director B. Rattray, Cariboo Regional District

STAFF: D. Campbell, Manager of Community Services, Cariboo Regional District
Roy Scott, Administrator, District of 100 Mile House

Res. A Minutes

By Consensus:

“That the April 23, 2012 minutes of South Cariboo Joint Committee, be received and endorsed.”

Delegations

Desi Cheverie, Ministry of Forests, Lands and Natural Resource Operations Recreation Sites and Trails BC provided an introduction to the Ministry of Forests, Lands and Natural Resource Operations Recreation Sites and Trails BC.

Patricia Spencer reported to the Committee information regarding the Woodstove exchange program.

Res. B South Cariboo Chamber of Commerce - Governance

By Consensus:

“That the memorandum dated May 8, 2012 from Chief Administrative Officers, Janis Bell and Roy Scott, be received. Further, that a new local governance model for the South Cariboo not be pursued at this time. Further, that the other efforts to include a business vote in local government elections be supported, such as lobbying for legislative changes by provincial organizations including Chambers of Commerce and the Union of BC Municipalities.”

Res. C South Cariboo Recreation Centre

By Consensus:

“That the verbal update from Darron Campbell, Manager of Community Services regarding the South Cariboo Recreation Centre capital plan, be received. Further, that the plan be amended to include the purchase of two storage containers which will be placed in the rear of the building to hold pipe, drape, tables and chairs.”

The meeting was closed to the public to deal with matters suitable for In-camera discussion, pursuant to Section 90(1(k) of the *Community Charter*.”

RECESSED: The meeting recessed at 6:40 pm to go in-camera.

RECONVENED: The meeting reconvened at 7:55 pm

PRESENT: Co-Chair A. Richmond, Director M. Wagner, Cariboo Regional District
Co-Chair Mayor M. Campsall, and Councillor, D. Mingo, B. Hadden, S. Henderson,
and R. Fossum, District of 100 Mile House

ABSENT: Director B. Rattray, Cariboo Regional District

STAFF: D. Campbell, Manager of Community Services, Cariboo Regional District
Roy Scott, Administrator, District of 100 Mile House

Discussion Items

The Committee decided to reschedule the June 11, 2012 meeting to June 19, 2012 and hold it at the Valley Room prior to the Recreation stakeholders meeting.

Res. D Adjournment

By Consensus:

“That the meeting of the South Cariboo Joint Committee adjourn at 7:55 pm, Monday, May 14, 2012.”

CERTIFIED CORRECT:

CERTIFIED CORRECT:

CO-CHAIR

CO-CHAIR



South Cariboo Chamber of Commerce

To Members of the Joint Committee

June 6, 2012

On behalf of myself and directors of the South Cariboo Chamber of Commerce, I would like to offer a letter of apology to all of you.

In a recent meeting it was brought to my attention that the governance committee of the SCCC embarrassed the joint committee members with content of the PowerPoint presentation requesting a governance review. The reference at the start of the presentation to 'think different' was suggested to be offensive to members and that was certainly not the intention. Unlike predecessors, we were trying to encourage a full spectrum review and see if there were ways to improve our governance system. Too many times in the past a narrow scope review was done with predictable results. We were hoping the Joint Committee would engage the Provincial Government and use the \$40,000 grant for a complete study of our governance model and explore any possible improvements. The premise of 'think different' was nothing more than a stimulus to be open minded and allows a full process to evolve. We are unsure how this was converted to a negative comment to the Joint Committee but regardless, we do apologize and hope a positive relationship can prevail.

I encourage any member of the Joint Committee to discuss this with me; I am always available at my business and enjoy conversation over a cup of coffee. This topic is one that should have continuing dialogue and with all parties moving in the same direction the move should be positive and beneficial for residents and the business community. I look forward to any and all conversations.

Sincerely

Tom Bachynski

President, South Cariboo Chamber of Commerce



South Cariboo Chamber of Commerce

District of 100 Mile House

June 6, 2012

Mayor and Council,

It has been brought to our attention that the Mayor and Council of the District of 100 Mile House may have a significant level of distrust with Directors of the South Cariboo Chamber of Commerce. While we are unsure of the source of this distrust, we would like to ensure Mayor and Council that we have the deepest respect for your commitment to the community and sincerely hope we can work with the District in the future and dispel such suggestions.

Reference was made that negative comments about Mayor and Council were being made at our meetings. While I can't speak to pre and post meeting conversations, nor should I have to, our meetings are conducted in a professional manner. It is inappropriate to consider such negative comments are part of our meetings and our Directors have been instructed with absolute clarity that such will not exist in the Chamber.

The Chambers goal is to have a bigger voice and impact for the businesses of the South Cariboo. While the role of the SCCC in past has been more of an event monitor, the SCCC today is focusing on broader based, significant issues that have impact on our business community and community as a whole. We have suggested a merge with the Visitor Centre and have struck a committee to come up with an acceptable plan to bring to Council in the future. We do hope we can regain a high level of trust, respect and continuity with the District in the near future.

I encourage any member of the Joint Committee to discuss this with me, I am always available at my business and enjoy conversation over a cup of coffee. This topic is one that should have continuing dialogue and with all parties moving in the same direction the move should be positive and beneficial for residents and the business community. I look forward to any and all conversations.

Sincerely,

Tom Bachynski

President, South Cariboo Chamber of Commerce

File:

MEMORANDUM

TO: SOUTH CARIBOO JOINT COMMITTEE

AND TO: JANIS BELL, CHIEF ADMINISTRATIVE OFFICER

FROM: DARRON CAMPBELL, MANAGER OF COMMUNITY SERVICES

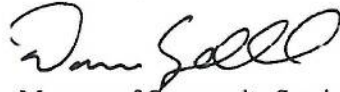
DATE: JUNE 12, 2012

SUBJECT: DISTRICT OF 100 MILE HOUSE
SOUTH CARIBOO BALL FIELDS LEASE AGREEMENT

Attached is a copy of the District of 100 Mile House South Cariboo ball fields lease agreement as well as the 2010 amendment to the agreement.

The lease expires at the end of 2012 and staff is looking for direction on renewal or extension of the agreement as per Section 1.

Respectfully submitted,



Manager of Community Services

/BC
Attachment



LEASE AGREEMENT

THIS LEASE AGREEMENT made the 25th day of March, 2008.

BETWEEN:

CARIBOO REGIONAL DISTRICT
Suite D, 180 North Third Avenue
Williams Lake, BC
V2G 2A4

(hereinafter called the "Region")

OF THE FIRST PART

AND:

DISTRICT OF 100 MILE HOUSE
PO Box 340
100 Mile House, BC
V0K 2E0

(hereinafter called the "District")

OF THE SECOND PART

WHEREAS:

Under division XI, Section 2 of its Letters Patent, the Region is authorized to construct, equip, operate and maintain recreation facilities within the District of 100 Mile house; and

The Region may, pursuant to Section 176 of the Local Government Act, make agreements with a public authority respecting the management of property or an interest in property held by the Region; and

The District hereby desires to lease the South Cariboo Recreation Centre ball fields (the "Fields") situated in 100 Mile House within a portion of Lot 1, District Lot 2139, Lillooet District, Plan 32659 as shown on Schedule "A" which is attached to and forms part of this Agreement, and provide effective maintenance and operation of the fields; and

The Region hereby agrees to lease the ball fields upon the following terms and conditions hereafter set forth and subject to the provisions of the South Cariboo Recreation Programming Servicing Establishment Bylaw No. 3952, 2004;

NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH that in consideration of the premises, the covenants hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree, each with the other, as follows:

Term:

1. The term of this Lease Agreement will be for FIVE (5) years from the commencement date which shall be the 1st day of January, 2008, and terminating on that day which is FIVE (5) years, less ONE (1) day, from the commencement date. Upon written agreement of both parties, the Lease may be extended on an interim basis to facilitate negotiations towards a new agreement.

Payment:

2. In consideration of the District performing the duties and obligations to be performed by the District under this Agreement, the District shall pay to the Region an annual sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged.

Use:

3. The Fields shall be used solely for recreational facility purposes, public gatherings, and other municipal purposes provided however that no business shall be carried on that should be deemed a nuisance as determined by the Region in its sole discretion. PROVIDED THAT this clause does not prohibit the District and/or its Licensee from operating concession stands, and food and beverage services. PROVIDED FURTHER that the District will, at its expense, comply promptly with all laws, bylaws, regulations and requirements, all governmental and other authorities and association of insurance underwriters and any public utility with regard to the use, occupancy and operation of the Fields. Users of the Fields shall have access to the washroom facility belonging to the Region.

Care of the Fields:

4. The District shall, at its expense, covenant with the Region as follows:
 - a) maintain and keep the Fields in a standard that ensures participants and spectators may safely use and enjoy the recreational activities for which the Fields were constructed;
 - b) not to permit any refuse, garbage or other loose or objectionable material as the Region shall determine in its sole discretion, to accumulate on or about the Fields, and will remove, not less than one (1) month after being requested so to do by the Region, all refuse, rubbish, scrap, by-products, waste or other unsightly or objectionable thing, as the Region shall determine in its sole discretion;
 - c) not to void or make voidable any insurance placed upon the Fields;
 - d) not to breach any bylaw, statute, order or regulation of any municipal, provincial, federal or other competent authority.

Quiet Enjoyment:

5. If the District pays the rent and other sums herein provided when due and punctually observes and performs all of the terms, covenants and conditions of the District's part to be observed and performed hereunder the District shall peaceably and quietly hold and enjoy the Fields for the Term hereby demised without hindrance or interruption by the Region or any other person lawfully claiming by, through or under the Region, subject nevertheless, to the terms, covenants and conditions of the Lease, and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

Payment of Expenses:

6. The District shall, during the term of this Agreement, pay all rates, levies or charges incurred for the provision of utilities to the Fields, including but not limited to: water, sewer, electricity, gas and garbage collection.

Revenues:

7. The District shall be responsible for the schedule of the Fields and be responsible for the bookings from the offering of the use of the Fields and collect all fees and retain all revenues.

Adjustments:

8. The District shall not be liable for the failure to provide the Fields for use by the public of the Fields if such failure is caused by the destruction of the Fields, in whole or in part, or acts of God, or as a result of strikes or resignations of employees.

Improvements to the Fields:

9. All capital improvements to the Fields will be owned by the Region free clear of all liens, costs or charges and subject to reimbursement under Section 11 Special Provisions.
10. All major improvements to the Fields require prior consent from the Region. The District will provide an annual report to the Region by November of each year, or as requested, summarizing completed improvements and detailing future planned capital expenditures as well as other significant issues related to the Fields.

Special Provisions:

11. At the end of the Term, the Region will have reimbursed actual costs to the District for all capital improvements made to the Fields directly by the District to a maximum of \$60,000. Reimbursement of actual costs will be made on an annual basis to a maximum of \$12,000 per year. Reimbursement is exclusive of (i) grant funding provided by third

parties; (ii) capital contributions made by the Region; and (iii) operating wages and benefits of District employees.

12. For the purposes of this agreement, work will be considered a capital improvement and eligible for reimbursement if it; i) is of more than \$5,000 installed value, ii) retains said value for more than one year, iii) is not considered a repair to an existing structure.
13. The Region shall pay the District an annual sum of \$2,500 on August 15th in each year to maintain and keep open the washroom facility which serves the fields owned by the Region.

Exclusion of Liability and Indemnity:

14. Under no circumstances shall the Region be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the District or to the other occupants of the Fields or to their respective invitees, licensees, agents, servants or any other person from time to time attending at the Fields while such person or property is in or about any areaways, parking areas or playing fields in connection therewith, including, without limiting the foregoing, any loss of or damage to any such property caused by theft or breakage, or by steam, water, rain or snow, or Act of God. unless the same results from the negligence of the Region.

Insurance:

15. The District has public liability insurance through its Municipal Insurance Association. In the event the District ceases to be covered by the Municipal Insurance Association, the District will obtain insurance on the Fields in the amount of no less than three million (\$3,000,000) dollars or such greater amount as the Region may require, which names the Region as a co-insured party, and shall provide proof of such insurance coverage to the Region should the Region so demand. AND FURTHER that the District shall indemnify and save harmless the Region from any demand, claim, debt, cause, action, suit, causes of action or liability howsoever in connection with the said business carried out by the District on the Fields.

Environmental Responsibilities:

16. The District covenants and agrees with the Region that it will comply in all material respects with all environmental laws, rules and regulations affecting or relating to the Fields and will assume and perform any and all environmental liabilities and obligations relating to the Fields including, without limitation, any liability for the clean-up of any hazardous substances or any other substance that the Region deems, in its sole discretion, to be improperly kept or stored on the Fields on, under or emanating from the Fields.
17. The District covenants and agrees to maintain the appearance of the Fields in a clean and tidy condition.

18. The District shall at all times allow the Region access to the Fields for the purposes of ascertaining site conditions.

Assignment or Subletting:

19. The District may not assign, sublet or grant a license over the Fields or any part thereof to any person or corporation without the prior written consent of the Region first had and obtained, which consent the Region may withhold. PROVIDED HOWEVER, that this clause shall not prohibit the District from granting a short term, temporary license to a group or individual for the purposes of public and/or municipal events, nor a license for the operation of concession stands, and food and beverage services, and shall deliver to the Region such information in writing as the Region may require respecting the proposed assignee, subtenant or licensee including the name, address, nature of business, and proof as to the financial responsibility of the assignee, sub-tenant or licensee, of which are deemed to be reasonable requirements. In no event shall any assignment or subletting or licensing, release or relieve the District from its obligations fully to perform all of the terms, covenant and conditions of this Lease on the its part to be performed.

Registration of Lease:

20. In the event the District wishes to register this Lease under the *Land Title Act* all costs including survey expenses, legal fees, etc. shall be for the account of the District and the District shall pay the Region the sum of Two Hundred Fifty (\$250.00) Dollars to compensate the Region for the administrative costs pertaining hereto.
21. Upon expiration of the Lease, the District shall take the appropriate steps to remove the registered interest in the Fields and shall deliver confirmation to the Region of this action.

Termination:

22. Should the District or Region fail to meet its commitments under the terms of this Agreement, either party may give notice to the other in writing of its failure to perform and should either party continue to fail to meet its commitment within ninety (90) days of such notice from the other, then in that event either party may terminate this Agreement.
23. Should the Agreement be terminated because the District failed to meet its commitments, capital reimbursement under Section 11 will be of an amount less the cost of completing any works necessary to bring the fields to an acceptable operational standard.

Notice:

24. All notices required or permitted to be given hereunder shall be in writing and shall be mailed to the Director of Corporate Administration of the District or the Corporate Secretary of the Region to the address identified on the cover page.

Entire Agreement:

25. This Lease Agreement constitutes the entire Lease Agreement between the parties hereto and there are no representations or warranties, covenants or terms express or implied, statutory or otherwise, and no Lease Agreement collateral hereto other than as expressly set forth or referred to herein. No amendment shall be made to this Lease Agreement unless it is in writing, executed by both parties.

Waiver:

26. Any waiver, express or implied, of any provision of this Lease Agreement except for an express written waiver or any failure to perform any provision of this Lease Agreement shall not prevent the party not in default from enforcing such provision thereafter.

Arbitration:

27. In the event any dispute between the parties hereto as to the other party's performance of any term or condition of this Lease Agreement or the meaning of any term or provision of this Agreement, it shall finally be determined by a single arbitrator appointed by the parties hereto or, upon their failure to agree as to the single arbitrator, one appointed by the Deputy Minister of Community Services.

Lease Agreement Binding:

28. This Lease Agreement shall ensure to the benefit of and be binding upon the respective parties and their respective administrators, legal representatives and successors and permitted assigns.

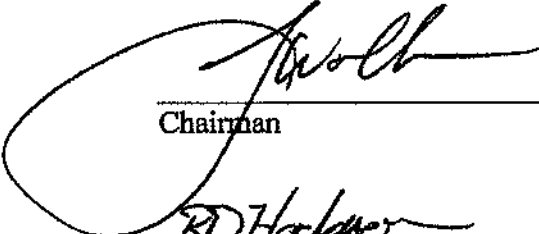
Captions:


29. The captions or headings appearing in this Lease Agreement are inserted for the convenience of reference only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement as of the day, month and year first above written.

The Corporate Seal of the)
CARIBOO REGIONAL DISTRICT)
was hereunto affixed in the)
presence of:)

C/S

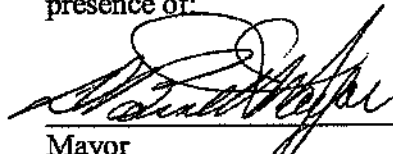



Chairman)


Corporate Secretary)

The Corporate Seal of the)
DISTRICT OF 100 MILE HOUSE)
was hereunto affixed in the)
presence of:)

C/S



Mayor)


Director of Corporate Administration)

END OF DOCUMENT

AMENDMENT AGREEMENT

THIS AGREEMENT, made the 28 day of October, 2010.

BETWEEN:

CARIBOO REGIONAL DISTRICT
180D N. 3rd Avenue
Williams Lake, BC V2G 2A4

(the "Region")

AND:

DISTRICT OF 100 MILE HOUSE
PO Box 340
100 Mile House, BC V0K 2E0

(the "District")

WITNESSES THAT WHEREAS:

- A. The Region and the District are parties to a lease agreement signed in March 2008, for the lease from the Region to the District of the South Cariboo Recreation Centre ball fields (the "Fields") situated in 100 Mile House (the "Agreement");
- B. The Region and the District have agreed to amend the Agreement as per Section 25 of the Agreement, which requires amendments to be in writing and executed by both parties;
- C. The District has requested additional funding to maintain the grounds and maintain and keep open the washroom facility in a standard that ensures participants and spectators may safely use the Fields and enjoy the recreational activities for which the Fields were constructed.

NOW THEREFORE, in consideration of the premises and covenants contained herein and for other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree and covenant, each with the other, that

1. AMENDMENT: Section 13 of the Agreement is hereby amended as follows: the amount the Region will pay to the District to maintain the grounds and maintain and keep open the washroom facility is increased from \$2,500 to \$17,500.


IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.



**RICK HODGSON – DEPUTY CAO
CARIBOO REGIONAL DISTRICT**



Signature



Print Name

DISTRICT OF 100 MILE HOUSE