

District of Barriere

REQUEST FOR DECISION

Date: April 14, 2025	File: 530.20/Rpts
To: Council	From: T. Buchanan, Corporate Officer
Re: School District #73 Playground on District-owned lands & DoB Trails on SD73 owned lands	

Recommendations:

1. That Council direct the Mayor and Corporate Officer to sign the lease renewal agreement with School District #73 lease the lands referred to as Lot "A" for one dollar for a five year term to the end of 2028.
2. That Council direct the Mayor and Corporate Officer to sign the lease renewal agreement with School District #73 for part of the lands known as *Lot 45, Plan 1746, DL1483, Except southerly 210 feet, KDYD*, shown as Schedule 'A' attached to the lease agreement, for one dollar for a five year term to the end of 2028.

Purpose: To provide Council with draft renewal agreements for reciprocal property uses between the School District and District of Barriere.

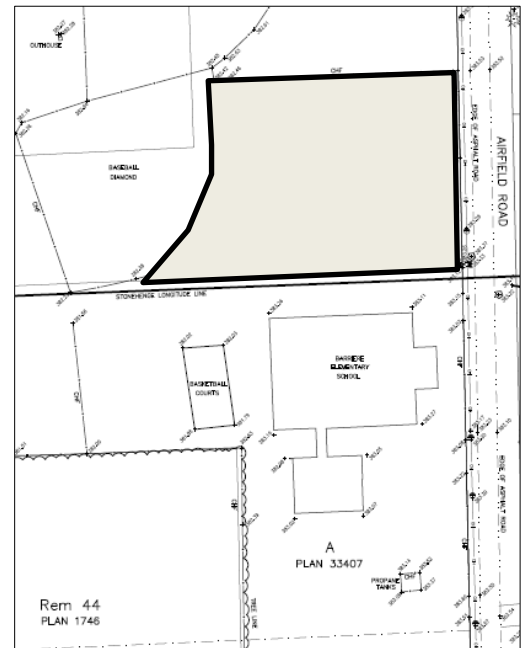
Barriere Elementary School Playground Lease re: Lot 'A'

Background: Since 2013, the District of Barriere has had an agreement in place with School District #73 that resolved the encroachment of playground equipment on to District-owned parkland. Before this arrangement was made, a land swap was originally proposed, however, Council felt the restrictions and associated costs placed by the Board on that solution were prohibitive. This agreement ensures that no monies or legal fees are incurred by either party. There have been no issues or incidents with the arrangement to date.

Discussion: The four year term lease for the portion of the property (Barriere Elementary original playground area), shown outlined in bold on the Sketch attached to this report, similar to the lease the District of Barriere has with AG Foods for the Bike Park, the Board takes over the liability and responsibility for the long term inspection and maintenance of the equipment and the lands upon which they sit. Either party is given the opportunity to terminate the agreement with one month's written notice.

- The original agreement was signed and in place for a five year term – January 1, 2014, to December 31, 2018
- The renewed agreement was signed and in place for another five year term – January 1, 2019, to December 31, 2023.

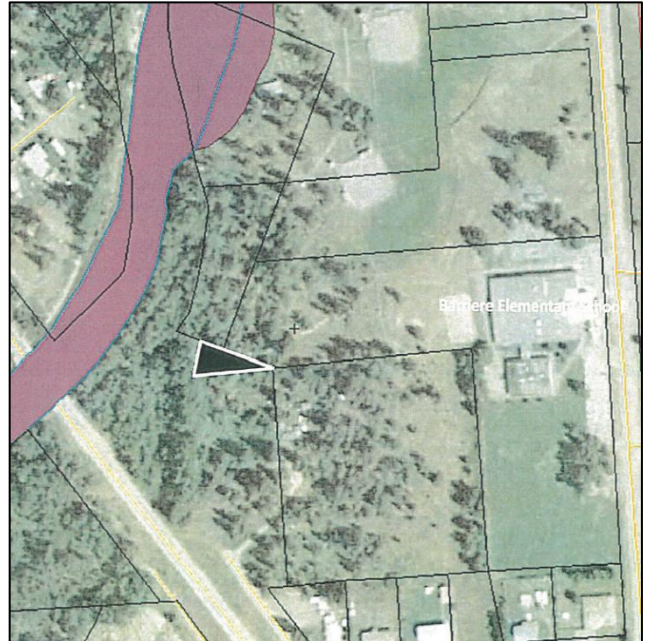
Obviously, the latest agreement has lapsed, which is an oversight of both parties. A draft renewal agreement back dated to January 1, 2024 to December 31, 2028, is being presented to Council for consideration.



Trail Linkage Lease with School District #73

Background: When Council approved a Cycling Infrastructure Partnerships Program (CIPP) application for 50/50 trail linkages funding in February of 2014, it was subject to approval from the School District to cross their property near the river. A lease agreement similar to the one in place for the playground and the bike park was then signed and approved by the School District and District of Barriere as there has been a requirement from CIPP staff to have something (such as a lease) in place with this property to legally establish the right to use it for trail purposes.

Discussion: Like the Playground Lot 'A' lease agreement, this agreement was originally approved in 2014 and again in 2019. Both were for five year terms. As with the Lot 'A' agreement, the term has expired and must be renewed. The property is shown attached to the Draft Agreement attached (*subject to SD73 approval*) and shown here:



Benefits or Impact:

General

Confirms the continuation of the current use agreements between the School District and District of Barriere for both property areas used by both the public and students.

Finances

Both agreements do not require any additional funding to exchange hands by either party and ensure that both parties are covered by their respective insurers for their use.

Strategic Impact

Priority #4: General Governance and Community Engagement

Goal 3. – Enhanced Engagement with the Community and our Partners

- c. Consider options to enable Community Partners, to provide a larger benefit to the community, for example, the Chamber -> Downtown building renovations.

Risk Assessment

Compliance: Agreements over 1 year in length generally are approved by Council

Risk Impact: Low

Internal Control Process:

The agreement specifies that any major changes to the use of either property or any additions/deconstruction of any improvements must be first approved by the respective party. The Corporate Officer is normally the key contact for these agreements.

Next Steps / Communication

- Staff will forward the agreement to SD73 for signing.

Attachments:

- Previous signed agreements
- Draft renewal agreements

Recommendations:

1. That Council direct the Mayor and Corporate Officer to sign the lease renewal agreement with School District #73 lease the lands referred to as Lot "A" for one dollar for a five year term to the end of 2028.
2. That Council direct the Mayor and Corporate Officer to sign the lease renewal agreement with School District #73 for part of the lands known as *Lot 45, Plan 1746, DL1483, Except southerly 210 feet, KDYD*, shown as Schedule 'A' attached to the lease agreement, for one dollar for a five year term to the end of 2028.

Alternate Options:

- Council could choose not to renew the agreement. This is not recommended as it may impact the bike trail and prohibit the use of the current playground equipment and field area by Barriere Elementary users.

Prepared by: T. Buchanan, Corporate Officer

Reviewed by: D. Drexler, CAO

THIS LEASE made effective the 1st day of January, 2019.

BETWEEN

DISTRICT OF BARRIERE,
PO Box 219,
Barriere, British Columbia V0E 1E0
(the "Landlord")

OF THE FIRST PART

AND:

SCHOOL DISTRICT #73,
Barriere, British Columbia, V0E 1E0
(the "Tenant")

OF THE SECOND PART

WHEREAS:

A. The Landlord owns certain lands more particularly known and described as:

LOT 45, PLAN 1746, DISTRICT LOT 1483 EXCEPT Southerly 210 FEET, KAMLOOPS DIVISION YALE DISTRICT (the "Lands"); and

B. The Tenant desires to use that part of the Lands as more particularly described and outlined in bold and cross-hatched in the sketch plan shown in Schedule "A" hereto, for the purposes described herein.

NOW THEREFORE, in consideration of the rents, covenants and conditions herein to be paid, observed and performed the Parties agree as follows:

1. **LEASE**

1.1 The Landlord hereby leases the premises to the Tenant on a month-to-month basis commencing on January 1, 2019, provided that the term of the lease shall extend no further than December 31st, 2023 unless otherwise agreed upon in writing by both parties.

2. **BASE RENT**

2.1 The Tenant shall pay rent to the Landlord in the sum of one dollar (\$1) for the term, which is hereby acknowledged.

3. **TENANTS COVENANTS**

The Tenant hereby covenants with the Landlord as follows:

3.1 The Tenant shall neither use nor suffer, nor permit, nor allow the premises, or any portion thereof, to be used for any other purpose than for a school playground with associated playground equipment owned and maintained by the Tenant.

- 3.2 The Tenant shall not directly or indirectly assign, mortgage, sublet or encumber its leasehold interest, or its interest in the premises or any improvements thereon, or permit a licensee or any person or persons to use or occupy any part of the premises without first having obtained the prior written consent of the Landlord.
- 3.3 The Tenant shall, during the term of this lease, at its own expense, promptly observe, perform, execute and comply with all laws, ordinances and regulations of every federal, provincial or municipal authority or agency which have lawful application to the demised land and improvements constructed thereon.
- 3.4 No materials shall be stored on the premises except those which are required by the Tenant in the operation of the school playground. The Tenant shall not bring on the premises any hazardous waste nor will it conduct any activities which would constitute an environmental risk.
- 3.5 During the term of the lease the Tenant shall at the Tenant's cost and expense, insure and keep insured all of the Tenant's fixtures and chattels on the premises.
- 3.6 During the term of this lease the Tenant shall at its sole cost and expense maintain public liability insurance on the premises to protect the Landlord against claims for personal injury, death or property damage occurring upon the premises by the Tenant, such insurance to afford protection to the limit of two million dollars (\$2,000,000). Policies for such insurance shall be for the mutual benefit of the Landlord and the Tenant and the Landlord shall be a named insured.
- 3.7 The Tenant covenants and agrees to indemnify and save harmless the Landlord against any and all claims, suits or causes of action or other proceedings by or on behalf of any person or persons, corporation or corporations, or any Civic, Municipal or governmental authority arising from:
- (a) the conduct and management of all forms of any work or things whatsoever done by the Tenant, its agents, employees or representatives or invitees, on or about the premises during the term of this lease; or
 - (b) any accident, damage, or injury whatsoever, however caused to any person or parties in, on or about the premises during the term of this lease,
- provided, however, that this indemnification shall in no event extend to the direct, primary and proximate results of the negligent or wilful conduct of the Landlord, its agents, employees or representatives.
- 3.8 The Landlord, or any person or persons designated by the Landlord, shall have the right at all reasonable times to enter upon the premises or any part thereof for the purpose of

inspecting the premises or any buildings or other improvements made therein or thereon and for such other purposes as the Landlord may deem necessary.


4. **PROVISOS**

Provided always and is hereby expressly agreed and declared by and between the parties as follows:

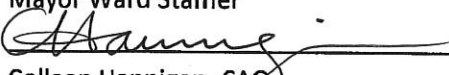
- 4.1 Either party may, in writing presented to the other party, with or without cause, terminate this lease agreement prior to the end of the term with one month's written notice.
- 4.2 At the expiration or sooner termination of this lease, all improvements to the premises shall become the property of the Landlord to be dealt with at their discretion.
- 4.3 Nothing herein contained shall at any time create or be construed as creating a joint venture, partnership or relationship or any relationship between the Parties hereto and their assigns other than that of Landlord and Tenant.
- 4.4 Time is of the essence of this lease and all provisions hereof.
- 4.5 These presents and everything herein contained shall be binding upon the Tenant, its heirs, executors, administrators, successors and assigns and shall enure to the benefit of the Landlord or its successors.
- 4.6 This lease shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada, as applicable, and each of the parties submits to the jurisdiction of the Courts of British Columbia with respect to this lease.

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

District of Barriere by its authorized signatory(ies):



Mayor Ward Stamer



Colleen Hannigan, CAO

Date signed: Feb 11/2019

Date signed: Feb 8, 2019

School District #73 by its authorized signatory(ies):



Kelvin Stretch, CFO/Secretary-Treasurer

Date signed: February 5, 2019

Date signed: _____

Authorized Signatory

~~cc~~
4 January 1, 2019

Rem 44
PLAN 1746

AIRFIELD ROAD

SANDHILL

STONEWALL

SANDHILL

AIRSIDE ELEVATOR SHAFT

TIEED AREA

THIS LEASE made effective the 1st day of January, 2019.

BETWEEN

SCHOOL DISTRICT #73,
1383 – 9th Avenue
Kamloops, BC V2C 3X7
(the "Landlord")

OF THE FIRST PART

AND:

DISTRICT OF BARRIERE,
PO Box 219,
Barriere, British Columbia V0E 1E0
(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. The Landlord owns certain lands more particularly known and described as:
- Barriere Elementary School, Lot "A", District Lot 1483 & 1634, Plan KAP33407, KDYD, PID 003198138.
- B. The Tenant desires to use that part of the Lands as more particularly described and outlined in white with black fill in the sketch plan shown in Schedule "A" hereto, for the purposes described herein ("the premises").

NOW THEREFORE, in consideration of the rents, covenants and conditions herein to be paid, observed and performed the Parties agree as follows:

1. **LEASE**

- 1.1 The Landlord hereby leases the premises to the Tenant on a month-to-month basis commencing on **January 1st, 2019**, provided that the term of the lease shall extend no further than **December 31st, 2023** unless otherwise agreed upon in writing by both parties.

2. **BASE RENT**

- 2.1 The Tenant shall pay rent to the Landlord in the sum of one dollar (\$1.00) for the term, which is hereby acknowledged.

3. **TENANTS COVENANTS**

The Tenant hereby covenants with the Landlord as follows:

- 3.1 The Tenant shall, at the sole expense of the tenant, use the premises to construct, operate, maintain, replace, reconstruct, repair, alter, protect, improve or remove a Public Pathway as may be reasonable and proper.

- 3.2 The Tenant shall, once it has constructed the Public Pathway, keep the Public Pathway in a proper state of repair.
- 3.2 The Tenant shall neither use nor suffer, nor permit, nor allow the premises, or any portion thereof, to be used for any other purpose than for a public pathway.
- 3.3 The Tenant shall not directly or indirectly assign, mortgage, sublet or encumber its leasehold interest, or its interest in the premises or any improvements thereon, or permit a licensee or any person or persons to use or occupy any part of the premises without first having obtained the prior written consent of the Landlord.
- 3.4 The Tenant shall, during the term of this lease, at its own expense, promptly observe, perform, execute and comply with all laws, ordinances and regulations of every federal, provincial or municipal authority or agency which have lawful application to the premises and improvements constructed thereon.
- 3.5 No materials shall be stored on the premises except those which are required by the Tenant in the operation of the pathway. The Tenant shall not bring on the premises any hazardous waste nor will it conduct any activities which would constitute an environmental risk.
- 3.6 During the term of this lease the Tenant shall at its sole cost and expense maintain public liability insurance on the premises to protect the Landlord against claims for personal injury, death or property damage occurring upon the premises by the Tenant, such insurance to afford protection to the limit of two million dollars (\$2,000,000). Policies for such insurance shall be for the mutual benefit of the Landlord and the Tenant and the Landlord shall be a named insured.
- 3.7 The Tenant covenants and agrees to indemnify and save harmless the Landlord against any and all claims, suits or causes of action or other proceedings by or on behalf of any person or persons, corporation or corporations, or any Civic, Municipal or governmental authority arising from:
- (a) the conduct and management of all forms of any work or things whatsoever done by the Tenant, its agents, employees or representatives or invitees, on or about the premises during the term of this lease; or
 - (b) any accident, damage, or injury whatsoever, however caused to any person or parties in, on or about the premises during the term of this lease,

provided, however, that this indemnification shall in no event extend to the direct, primary and proximate results of the negligent or wilful conduct of the Landlord, its agents, employees or representatives.

- 3.8 The Landlord, or any person or persons designated by the Landlord, shall have the right at all reasonable times to enter upon the premises or any part thereof for the purpose of inspecting the premises or other improvements made therein or thereon and for such other purposes as the Landlord may deem necessary.

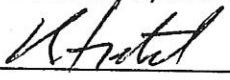
4. **PROVISOS**

Provided always and is hereby expressly agreed and declared by and between the parties as follows:

- 4.1 Either party may, in writing presented to the other party, with or without cause, terminate this lease agreement prior to the end of the term with one month's written notice.
- 4.2 At the expiration or sooner termination of this lease, all improvements to the premises shall become the property of the Landlord to be dealt with at their discretion.
- 4.3 Nothing herein contained shall at any time create or be construed as creating a joint venture, partnership or relationship or any relationship between the Parties hereto and their assigns other than that of Landlord and Tenant.
- 4.4 Time is of the essence of this lease and all provisions hereof.
- 4.5 These presents and everything herein contained shall be binding upon the Tenant, its heirs, executors, administrators, successors and assigns and shall enure to the benefit of the Landlord or its successors.
- 4.6 This lease shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada, as applicable, and each of the parties submits to the jurisdiction of the Courts of British Columbia with respect to this lease.

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

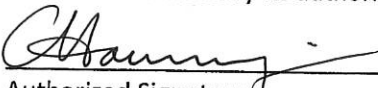
School District #73 by its authorized signatory(ies):



Authorized Signatory

Date signed: February 5, 2019

District of Barriere by its authorized signatory(ies):

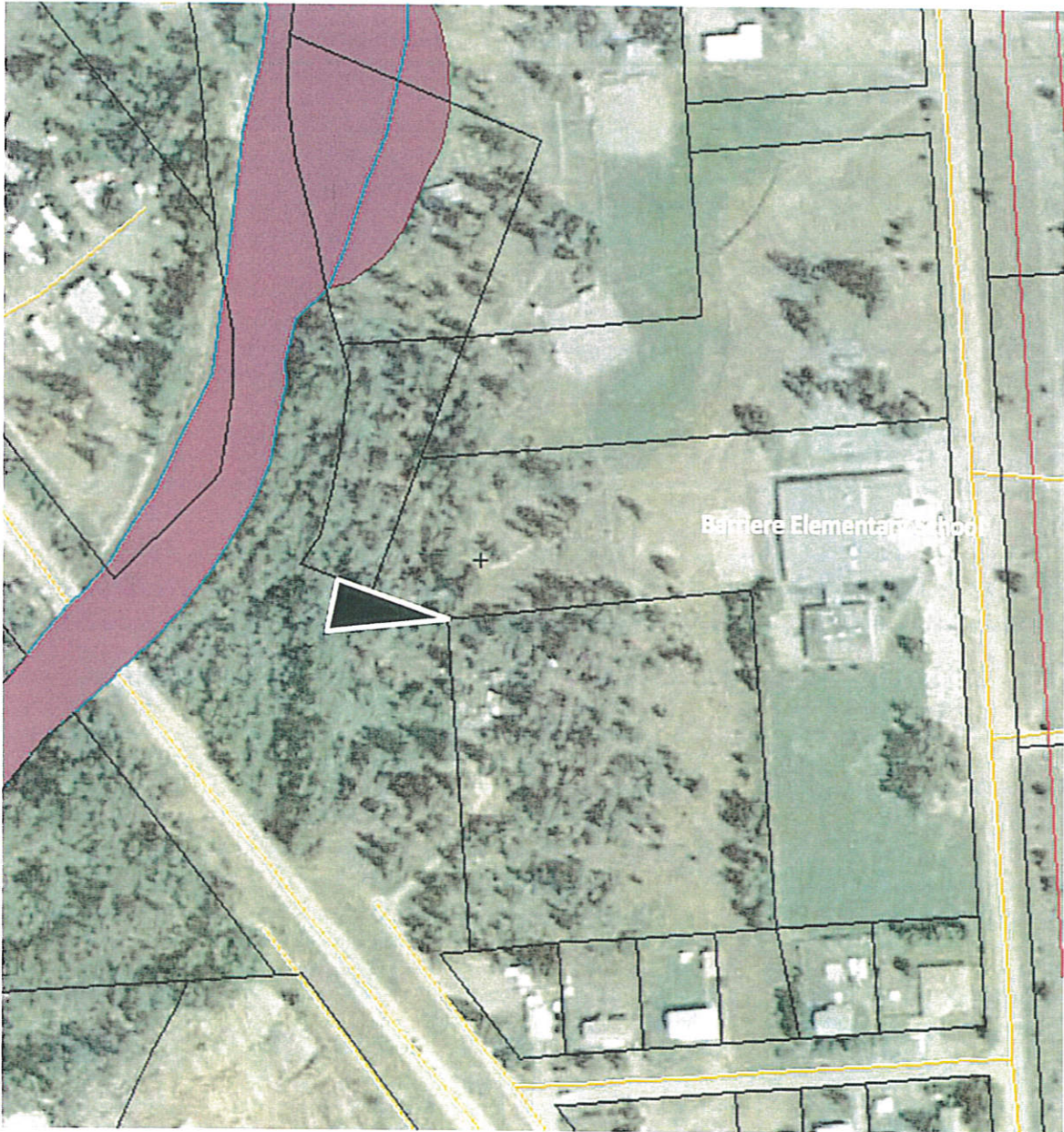


Authorized Signatory

Date signed: February 8, 2019

SCHEDULE "A"

See attached sketch plan depicting the "premises" of the Lease dated January 1, 2019, entered into between School District #73, as Landlord, and, the District of Barriere, as Tenant.



THIS LEASE made effective the 1st day of January, 2024.

BETWEEN

DISTRICT OF BARRIERE,
PO Box 219,
Barriere, British Columbia V0E 1E0
(the “**Landlord**”)

OF THE FIRST PART

AND:

SCHOOL DISTRICT #73,
Barriere, British Columbia, V0E 1E0
(the “**Tenant**”)

OF THE SECOND PART

WHEREAS:

A. The Landlord owns certain lands more particularly known and described as:

LOT 45, PLAN 1746, DISTRICT LOT 1483 EXCEPT Southerly 210 FEET, KAMLOOPS DIVISION YALE DISTRICT (the “**Lands**”); and

B. The Tenant desires to use that part of the Lands as more particularly described and outlined in bold and cross-hatched in the sketch plan shown in Schedule “A” hereto, for the purposes described herein.

NOW THEREFORE, in consideration of the rents, covenants and conditions herein to be paid, observed and performed the Parties agree as follows:

1. **LEASE**

1.1 The Landlord hereby leases the premises to the Tenant on a month-to-month basis commencing on January 1, 2024, provided that the term of the lease shall extend no further than December 31st, 2028 unless otherwise agreed upon in writing by both parties.

2. **BASE RENT**

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- 3.4 No materials shall be stored on the premises except those which are required by the Tenant in the operation of the school playground. The Tenant shall not bring on the premises any hazardous waste nor will it conduct any activities which would constitute an environmental risk.
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- 3.6 During the term of this lease the Tenant shall at its sole cost and expense maintain public liability insurance on the premises to protect the Landlord against claims for personal injury, death or property damage occurring upon the premises by the Tenant, such insurance to afford protection to the limit of two million dollars (\$2,000,000). Policies for such insurance shall be for the mutual benefit of the Landlord and the Tenant and the Landlord shall be a named insured.
- 3.7 The Tenant covenants and agrees to indemnify and save harmless the Landlord against any and all claims, suits or causes of action or other proceedings by or on behalf of any person or persons, corporation or corporations, or any Civic, Municipal or governmental authority arising from:
- (a) the conduct and management of all forms of any work or things whatsoever done by the Tenant, its agents, employees or representatives or invitees, on or about the premises during the term of this lease; or
 - (b) any accident, damage, or injury whatsoever, however caused to any person or parties in, on or about the premises during the term of this lease,

provided, however, that this indemnification shall in no event extend to the direct, primary and proximate results of the negligent or wilful conduct of the Landlord, its agents, employees or representatives.

- 3.8 The Landlord, or any person or persons designated by the Landlord, shall have the right at all reasonable times to enter upon the premises or any part thereof for the purpose of

inspecting the premises or any buildings or other improvements made therein or thereon and for such other purposes as the Landlord may deem necessary.

4. **PROVISOS**

Provided always and is hereby expressly agreed and declared by and between the parties as follows:

- 4.1 Either party may, in writing presented to the other party, with or without cause, terminate this lease agreement prior to the end of the term with one month's written notice.
- 4.2 At the expiration or sooner termination of this lease, all improvements to the premises shall become the property of the Landlord to be dealt with at their discretion.
- 4.3 Nothing herein contained shall at any time create or be construed as creating a joint venture, partnership or relationship or any relationship between the Parties hereto and their assigns other than that of Landlord and Tenant.
- 4.4 Time is of the essence of this lease and all provisions hereof.
- 4.5 These presents and everything herein contained shall be binding upon the Tenant, its heirs, executors, administrators, successors and assigns and shall enure to the benefit of the Landlord or its successors.
- 4.6 This lease shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada, as applicable, and each of the parties submits to the jurisdiction of the Courts of British Columbia with respect to this lease.

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

District of Barriere by its authorized signatory(ies):

Mayor Rob Kerslake

Date signed: _____

Tasha Buchanan, Corporate Officer

Date signed: _____

School District #73 by its authorized signatory(ies):

Robbie Tallon, Acting CFO/Secretary-Treasurer

Date signed: _____

Authorized Signatory

Date signed: _____

SCHEDULE "A"

See attached sketch plan depicting the "premises" of the Lease dated January 1, 2024, entered into between the District of Barriere, as Landlord, and School District #73, as Tenant.

