

District of Barriere  
**REPORT TO COUNCIL**

<b>Date:</b> May 1, 2023	<b>File:</b> 530.20/Rpts
<b>To:</b> Council	<b>From:</b> C. Matthews, Public Works Manager
<b>Re: Termination of Ball Field Maintenance/Usage Agreement – Barriere Minor Ball</b>	

**Background:** An agreement between the District and Barriere Minor Ball was signed on March 2, 2022 (attached for reference) to maintain and operate the ball fields in lieu of ball diamond rental fees.

**Discussion:** With the recent complete turnover of Society membership, the new directors of the Barriere Minor Ball Society have requested to terminate the current agreement. They have also requested that while they establish themselves, that Council continue to waive the ball diamond rentals for this 2023 season. In return, they have agreed to maintain the ball diamond in-fields. Going forward, Barriere Minor Ball is committed to paying ball diamond rental fees after this year and staff are currently reviewing the District's facility rental fee schedule with possible recommendations for amendments later in the year.

**Recommendation:** **THAT Council agree to terminate the Barriere Ball Field Maintenance Agreement signed March 2, 2022 and;**  
**THAT Council agree to waive the Ball Diamond Rental Fees for Barriere Minor Ball during the 2023 ball season.**

Prepared by: Chris Matthews, Public Works Manager  
Reviewed by: Bob Payette, CAO



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**BARRIERE COMMUNITY PARK AGREEMENT**



THIS AGREEMENT made this 1<sup>st</sup> day of April, 2022.

BETWEEN:

**DISTRICT OF BARRIERE**, a municipal corporation under the laws of British Columbia and having offices at 4936 Barriere Town Road, Barriere, British Columbia, V0E 1E0 (hereinafter called the "**District**")

AND:

**BARRIERE MINOR FASTBALL ASSOCIATION (INC. NO. S-0058039)**, a society in good standing under the laws of British Columbia (hereinafter called "**Minor Ball**")

WHEREAS the District is the registered or beneficial owner of the lands municipally described as Airfield Rd.. and legally described as Lots 1-4 inclusive of Block 6, DL 1325, KDYD, Plan 1387 more commonly known as the Barriere Community Park (hereinafter called the "**Ball Fields**"),

AND WHEREAS the District desires that Minor Ball operate the Ball Fields on behalf of the District,

AND WHEREAS Minor Ball is desirous to operate the Ball Fields on behalf of the District and without monetary compensation,

AND WHEREAS, in the best interests of the community, on February 14, 2022, Council agreed to provide a basic Ball Field budget to cover the costs of utilities, insurance and telephone;

WITNESSETH that in consideration of rents, covenants and conditions herein reserved and contained, the parties hereto agree as follows:

1. The District hereby grants permission to Minor Ball to operate, manage, maintain and having the use of the Ball Fields for a term of four (4) years from the date of this agreement referenced above (the "**Term**") with an annual review, unless terminated earlier and subject to the provisions as detailed in this agreement.
2. The District shall:
  - a) adequately insure the Ball Fields and its improvements;
  - b) pay the costs of utilities, property insurance and telephone for the Ball Fields;
  - c) review detailed proposals for capital expenditures on a yearly basis as part of the District's annual budget process;
  - d) operate and maintain irrigation, septic and water systems; and
  - e) ensure any direct bookings by the District of Barriere of the ball fields/field house/concession not related to base/soft ball, be posted on the District website with at least one week's notice with the understanding that more notice is better.
3. Minor Ball shall:
  - a) operate, manage, maintain (i.e. mowing, raking, bases etc.) and have use of the Ball Fields in compliance with all enactments and as a prudent manager would do;

- b) maintain KP and Main Park bathrooms, Main Park Concession, upstairs Field House before and after baseball related activities;
- c) Ensure any applicable public health orders including IHA health requirements for food/concession uses such as permits, Serving It Right etc. are adhered to;
- d) be allowed partial use of the "Beer Garden" for inside storage of equipment;
- e) ensure adequate liability and contents insurance is in effect for its members and invitees, as well as for contents belonging to Minor Ball, its members and invitees at the Ball Fields and provide a copy of the insurance policy and any renewal thereof on or before the date of this agreement and each anniversary during the Term of this agreement;
- f) provide the District with an annual income statement detailing the revenues and expenses that are related to Minor Ball's operation, management, maintenance and use of the Ball Fields under this agreement including rentals and Minor Ball's own events which income statement shall be provided to the District by January 31 in each year of the Term of this agreement and in the year after the end of the Term;
- g) transfer all net revenue from rentals of the Ball Fields to the District by December 31<sup>st</sup> each year;
- h) work with the District to prepare a long term capital improvement plan for the Ball Fields;
- i) Indemnify and save harmless the District for any claim, debt or circumstance which the District may be called to answer for as a result of Minor Balls' acts, omissions or negligence under this agreement;
- j) Adhere to all applicable District of Barriere Bylaws; and
- k) Provide the District of Barriere of at least one week's notice of any booking of the fields with by way of submitting the event to the District's website with the understanding that the more notice provided is better;

4. Both parties shall agree that:

- a) this agreement does not restrict the free use of the Ball Fields by the District nor does it restrict casual, open public use when the field(s) are not booked;
- b) this agreement may be terminated:
  - (i) with written agreement by both parties at any time; or
  - (ii) by either party upon providing the other party with thirty (30) days written notice;
- c) any dispute between the parties relating to this agreement that cannot be settled by the parties will be settled by an arbitrator mutually agreed upon by both parties and failing such agreement, appointed under the provisions of the *Arbitration Act* of BC and the decision of the arbitrator shall be binding upon the parties to this agreement.


5. This agreement shall not be assigned or transferred by Minor Ball without first obtaining District Council approval in writing.

Signed, this 2 day of March, 2022 by:

**BARRIERE MINOR FASTBALL ASSOCIATION**

**DISTRICT OF BARRIERE**

  
 \_\_\_\_\_  
 Phil Ransome, President  
 Barriere Minor Fastball Association

  
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 Rob Kerslake, Acting Mayor  
 District of Barriere

  
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 Denise Wright, Treasurer  
 Barriere Minor Fastball Association

  
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 Bob Gayette, CAO  
 District of Barriere