



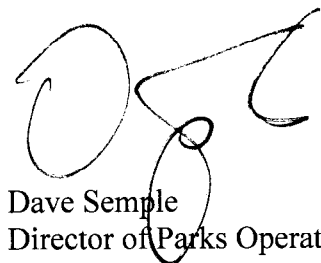
## City of Richmond

## Report to Committee

**To:** Parks, Recreation and Cultural Services Committee  
**From:** Dave Semple  
Director of Parks Operations  
**Date:** January 6, 2006  
**File:**  
**Re:** Contribution Agreement for the Steveston Water Park

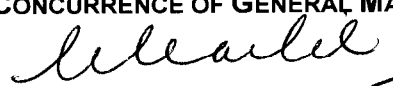
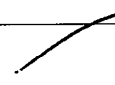
### Staff Recommendation

1. That the contribution agreement between the Steveston Community Society and the City be approved and executed; and
2. That construction of the water park commence upon execution of the agreement.



Dave Semple  
Director of Parks Operations  
(3350)

Att. 2

FOR ORIGINATING DIVISION USE ONLY			
<b>ROUTED TO:</b>		<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Law .....	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
Budgets .....	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
<b>REVIEWED BY TAG</b>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<b>REVIEWED BY CAO</b>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

## **Staff Report**

### **Origin**

The construction of a water park in Steveston Park is Phase 3 of the implementation of the Steveston Park Vision Plan approved by Council in May of 2000. Phase 1 and 2 saw trail and landscape improvements and the renewal and expansion of the children's playground. As part of the planning and design of the children's playground, a concept for the water park was developed in consultation with Steveston area residents and Society board members (attachment #1).

The water park development totals \$1.1 million dollars. It is being funded jointly by the City and by the Steveston Community Society. The City's budget, of \$500,000 from the 2005 Capital Plan, is dedicated to preparation of the site and construction of park amenities surrounding the water park. The Steveston Community Society has agreed to fund the construction of the water park itself and has set a fundraising target of \$500,000 including \$75,000 in developer contribution. To date, the Society reports that they have raised \$350,000 and are confident they will complete their fundraising by June, 2006.

As per the Vision Plan, the water park is to be located west of the Community Centre and adjacent to the children's playground where the existing tennis courts and practice areas are now. In the Spring of 2005, preparation began with the construction of new tennis courts just east of the lacrosse box.

Construction of the water park will begin February 1, 2006 with the demolition of the old tennis courts, the practice walls, the wading pool and the relocation of the Tram Society's ancilliary building. Construction will be ongoing through the spring and the water park is expected to be opened on June 3, 2006. The purpose of this report is to seek approval for a contribution agreement between the City and the Steveston Community Association.

### **Analysis**

The Steveston Water Park Contribution Agreement defines the roles and responsibilities for funding, design and construction, ownership, maintenance, and liability for the water park project. The Steveston Community Society executive members have reviewed the agreement and have indicated they are satisfied with the terms (attachment #2).

The key points contained in the agreement are:

- The Society will raise funds for construction of the water park infrastructure which includes the mechanical, electrical and plumbing equipment as well as the water play fixtures and the water play area surface.
- The City will complete the site preparation which includes demolition of existing structures, provision of water, sewer, and electrical services, and construction of surrounding walkways, seating areas, and landscape amenities.
- The Society will pay an instalment of \$250,000 as of March 1, 2006 with the balance paid by December 31, 2006 at the latest.
- The City will be the owner of the water park and will be responsible for inspection and maintenance upon its completion.

The proposed contribution agreement affirms the Community Society's intent to finance the construction of the water park. As of January 1, 2005, 75% of the fundraising has been completed to date.

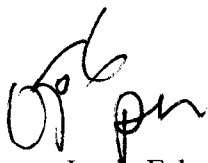
The City's budget of \$500,000 is provided for in 2005 Parks Capital Program. This will include demolition and site preparation as well as construction of new walkways, picnic areas, open lawn, and shrub and tree planting. The approved 2006 Parks Capital Program for Steveston Park includes an additional \$600,000 to finance the water park project and the construction of a practice wall adjacent to the new tennis courts. Of that amount, \$500,000 will be repaid by the Steveston Community Society as per the contribution agreement (including the developer contribution), detailed in this report. In the event that the remaining funding is not paid by the Society by December 31, 2006, it will become the responsibility of the City to initiate collection proceedings for the outstanding receivable.

#### **Financial Impact Summary – Water Park Funding Schedule**

Date	Description	City Contribution	Society Contribution
2005	Site Preparation - 2005 approved Capital Program	\$500,000	
October, 2005	Developer Contribution presented to the Society		(\$75,000)
January 1, 2006	Tennis Wall - 2006 Approved Capital Program	\$100,000	
January 1, 2006	Park Development - 2006 Approved Capital Program	\$500,000	
March 1, 2006	Water Park Loan Payment		(\$250,000)
December 31, 2006	Final Water Park Loan Payment		(\$175,000)
	<b>Total</b> <b>Net City Contribution</b>	<b>\$1,100,000</b> <b>\$600,000</b>	<b>(\$500,000)</b>

#### **Conclusion**

In entering into this agreement with the Steveston Community Society, a significant step toward implementing the Vision Plan is made possible. The fundraising campaign by the Society has been extraordinarily successful and the Society is confident they will meet their target. This project is a good example of the ongoing relationship between the City and its community partners. A contribution agreement outlines the details of the contribution to the city.



Jamie Esko  
Park Planner  
(3341)

JE:je



THIS CONTRIBUTION AGREEMENT is made the 9<sup>th</sup> day of January, 2006

BETWEEN:

**STEVESTON COMMUNITY SOCIETY**

4111 Moncton Street  
Richmond, BC V7E 3A8

(the "Society")

AND:

**CITY OF RICHMOND**

6911 No. 3 Road  
Richmond, BC V6Y 2C1

(the "City")

WHEREAS:

- A. The City is the owner of a parcel of land known as Steveston Park, located at 4111 Moncton Street, Richmond, BC (the "Property");
- B. The Society wishes to contribute to the construction of a water park at the Property and the City has agreed to the construction of a water park at the Property in accordance with the terms of this Agreement (the "Water Park");
- C. The parties have agreed that the City will complete the necessary site preparation work and the Society will fund the construction of the water park infrastructure, in accordance with the terms of this Agreement;
- D. The City has dedicated capital funds in 2006 to Phase 3 of the Steveston Park Vision Plan which will be used to prepare the site for construction of the Water Park;
- E. The Society has commenced fund-raising efforts to raise funds to pay the costs of construction of the Water Park infrastructure;

**NOW THEREFORE** in consideration of the following mutual covenants, the parties agree as follows:

CITYHALL-#1740824-v1-Draft\_Agreement\_-\_Steveston\_Water\_Park.DOC

## 1. Project

- 1.1 The Water Park will be constructed on the Property on the site outlined on the plan attached to this Agreement as Schedule A (the "Site").
- 1.2 The City will prepare and issue a Request for Proposal in January 2006 for construction of the Water Park, setting out a detailed description of the scope of work (the "RFP").
- 1.3 The City will review the proposals submitted in response to the RFP with the Society and will select the winning proposal in consultation with the Society. The Society may provide comments with respect to the bids submitted, but the City will make the final decision on awarding the project to the successful bidder.

## 2. Water Park Design

- 2.1 The contractor selected by the City to complete the Water Park project (the "Contractor") will design, plan and construct the Water Park in accordance with the Proposal and in consultation with the City and the Society.
- 2.2 The City will give the Society the opportunity to comment on the design of the Water Park, particularly with respect to the specific elements to be included. However, the final design of the Water Park must be approved by the City.

## 3. Funding

- 3.1 The Society is responsible for paying for all aspects of the construction of the Water Park, save and except the costs of the site preparation which the City will complete. The total cost of the construction of the Water Park is estimated to be \$500,000 of which the Society is responsible for \$425,000 (Four Hundred Twenty-five Thousand Dollars).
- 3.2 The Society will use its best efforts to raise the funds necessary to pay the total cost of the construction of the Water Park by December 31, 2006. In the event that the Society fails to raise the total amount of the cost of construction of the Water Park by December 31, 2006, the Society agrees to pay the shortfall out of other funds held by the Society (so far as is permitted under the *Charitable Purposes Preservation Act* (SBC 2004) c. 59, as amended), failing which the City may commence collection action against the Society.
- 3.3 On or before March 1, 2006, the Society will pay to the City the total amount of funds raised to that date, such amount not to be less than \$250,000 (Two Hundred and Fifty Thousand Dollars).
- 3.4 The City will establish an accounts receivable account into which funds raised by the Society will be deposited and from which invoices submitted by the Contractor will be paid. The City will administer payment of the invoices submitted by the Contractor from this accounts receivable account.
- 3.5 The Society's financial obligations to the City pursuant to this Agreement survive the expiry or earlier termination of the Agreement.

**4. Water Park Opening & Acknowledgement**

- 4.1 The City and the Society will jointly organize, conduct, and host an opening of the Water Park on a date to be mutually agreed upon by the parties (the "Opening Date").
- 4.2 The City will design a plaque recognizing the contributions of both the Society (and its contributors) and the City to the Water Park. The Society and the City will agree on the text to be included on the plaque. The cost of the fabrication and installation of the plaque will be shared equally between the parties.
- 4.3 The City will install the plaque on or before the Opening Date at a location to be mutually agreed upon by the parties.

**5. Ownership**

- 5.1 Upon installation, the City will become and at all times remain the owner of all of the components of the Water Park.

**6. Removal**

- 6.1 After five years following substantial completion of the Water Park, the City may, at its sole discretion, remove all or any part of the Water Park if the Site, or part of it, is needed for municipal purposes. Any such removal will be at the City's expense.

**7. No claim for interference**

- 7.1 It is understood that the Water Park Construction may disrupt or interfere with the operations of the Society at the Steveston Community Centre and the Site, including dust, dirt, noise, and disruption of the parking area. The Society expressly waives any claim it may have against the City with respect to any interference with its operations arising, directly or indirectly, out of any of the construction or other activities related to this Agreement as well as out of the on-going operation of the Water Park.

**8. Inspection & Maintenance**

- 8.1 The City is responsible for conducting inspections and regular maintenance and repair of the Water Park at its own expense.

**9. Warranties**

- 9.1 Any and all warranties on the equipment, parts, and installation of the Water Park provided by the manufacturer, Contractor, or others will be for the benefit of the City and the City will administer any claims against such warranties.

**10. Insurance**

- 10.1 The City will maintain insurance coverage for the Water Park under its property insurance and its comprehensive general liability insurance.

**11. Dispute Resolution**

- 11.1 In the event of a dispute arising regarding the performance of this Agreement, City staff and the Committee will use their best efforts to resolve the issue(s). If the dispute cannot be resolved within the thirty (30) days from the date one party gives written notice of the dispute to the other party, the dispute will be referred to the City's General Manager, Parks, Recreation & Cultural Services and the President of the Society for resolution. If the dispute remains unresolved fourteen (14) days after it was referred to the General Manager and the President, the parties agree to refer the dispute to Richmond City Council for final resolution at the next regularly scheduled Council meeting or such other meeting as may be agreed upon by the parties.

**12. Term**

- 12.1 This Agreement will be for a term of three (3) years, commencing on January 9, 2006 and expiring on January 8, 2009.

**13. Termination**

- 13.1 This Agreement may be terminated by either party upon giving 60 days' written notice to the other party, subject always to the Society's enduring financial obligations pursuant to section 5 of this Agreement.
- 13.2 In the event of termination, the City will remain the owner of the Water Park and all related components and the Society will have no rights with respect thereto.

**14. Successors and Assigns**

- 14.1 This Agreement may not be assigned, in whole or in part, by either party except with the express written consent of the other party.
- 14.2 This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties.

**15. Further Assurance**

- 15.1 Each of the parties will execute and deliver all further assurances, acts and documents necessary to give full force and effect to the covenants, terms, conditions and provisions of this Agreement.

**16. Notices**

- 16.1 Any notice to be given pursuant to this Agreement will be given by personal delivery, facsimile, or ordinary mail to the addresses set out at the beginning of this Agreement or such other addresses as the parties may advise. Notice delivered by personal delivery or facsimile is deemed to have been given and received on the date of such delivery. Notice delivered by ordinary mail is deemed to have been given and received seven business days after it is posted.



**17. General**

- 17.1 This Agreement may be amended from time to time upon mutual agreement of the parties in writing.
- 17.2 This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of British Columbia.
- 17.3 This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

THE PARTIES have executed this Agreement as of the day and year first above written.

**CITY OF RICHMOND**

by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**STEVESTON COMMUNITY SOCIETY**

by its authorized signatories:

\_\_\_\_\_  
President

\_\_\_\_\_  
Treasurer

CITY OF RICHMOND
APPROVED for content by originating dept.
for legality by Solicitor
DATE OF COUNCIL APPROVAL (if applicable)