



# City of Richmond

## Report to Committee

**To:** Parks, Recreation and Cultural Services Committee      **Date:** October 24, 2022

**From:** Todd Gross, Director, Parks Services      **File:** 06-2345-20-SARM1/Vol 01

**Re:** **South Arm Community Park Playground Contribution**

### Staff Recommendation

That the capital budget for Playground Replacement and Safety Upgrade Program (2018) be increased by \$200,000 as described in the staff report titled "South Arm Community Park Playground Contribution," dated October 24, 2022, from the Director, Parks Services, and the Consolidated 5-Year Financial Plan (2023-2027) be amended accordingly.

Todd Gross  
 Director, Parks Services  
 (604-247-4942)

Att. 2

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Finance	<input checked="" type="checkbox"/>	
<b>SENIOR STAFF REPORT REVIEW</b>	<b>INITIALS:</b>	<b>APPROVED BY CAO</b>

## Staff Report

### Origin

Renewal of the playground and surrounding park areas at South Arm Community Park was approved by Council in 2018 and 2021 as part of the capital planning process. On August 10, 2022, a contribution agreement between the City of Richmond and the South Arm Community Association (the Association) was finalized for a value of \$200,000 (see Attachment 1). The current total allocated capital budget for renewal of the playground and surrounding park areas at South Arm Community Park is \$838,000, excluding the Association's contribution.

The Association's contribution would extend the capital budget beyond the threshold that the Chief Administrative Officer and Financial Officer can approve, which is "the lesser of: (a) \$500,000, or; (b) 5 per cent of the original construction management capital project that was approved in the City's Capital Budget." As per Budget Amendments Policy 3001, Council approval is required to increase the capital budget to reflect the Association's contribution.

The purpose of this report is to recommend that the capital budget for Playground Replacement and Safety Upgrade Program (2018) be increased by \$200,000 to reflect the Association's contribution, and the Consolidated 5-Year Financial Plan (2023-2027) be amended accordingly.

This report supports Council's Strategic Plan 2018-2022 Strategy #1 A Safe and Resilient City:

*Enhance and protect the safety and well-being of Richmond.*

*1.2 Future-proof and maintain city infrastructure to keep the community safe.*

This report supports Council's Strategic Plan 2018-2022 Strategy #4 An Active and Thriving Richmond:

*An active and thriving community characterized by diverse social and wellness programs, services and spaces that foster health and well-being for all.*

*4.1 Robust, affordable, and accessible sport, recreation, wellness and social programs for people of all ages and abilities.*

*4.2 Ensure infrastructure meets changing community needs, current trends and best practices.*

*4.3 Encourage wellness and connection to nature through a network of open space.*

This report supports Council's Strategic Plan 2018-2022 Strategy #5 Sound Financial Management:

*Accountable, transparent, and responsible financial management that supports the needs of the community into the future.*

*5.2 Clear accountability through transparent budgeting practices and effective public communication.*

## **Analysis**

### Background

Budget Amendment Policy 3001 was established in 1989, amended in 2015, and requires that Council approval be received to increase a capital budget by “the lesser of: (a) \$500,000, or; (b) 5 per cent of the original construction management capital project that was approved in the City’s Capital Budget.” The current total allocated capital budget for renewal of the South Arm Community Park playground and immediately surrounding park areas is \$838,000. The \$200,000 contribution from the Association would increase the original capital budget by more than 5 per cent and requires Council approval.

### Playground Renewal

Renewal of the playground and immediately surrounding park areas at South Arm Community Park was approved by Council in 2018 and 2021 as part of the capital planning process. The community engagement and design process took place from fall 2019 to summer 2021. During the community engagement process, the Association expressed interest in contributing funding towards playground equipment to expand the range of play opportunities being offered and to enhance the popularity of South Arm Community Park playground as a City-wide destination.

On August 10, 2022, a contribution agreement between the City and South Arm Community Association was finalized for a value of \$200,000. Should the capital budget be increased to reflect the Association’s contribution, it will be applied to a 66’-0” (20 meter) length zip line (ZipKrooze) and a 12’-0” (3.6 meter) height climbing tower (Super Netplex) featuring a tube slide, double open slides, climbing nets and an accessible rubber belt spiral.

Working within the current allocated capital budget of \$838,000, implementation of the renewed playground started in October 2022 with demolition, excavation and drainage works. Upon completion, the new playground will feature monkey bars, swings, spinners, nature play elements as well as a variety of slides and climbing elements. Inclusive play will be offered through incorporation of rubberized pathways throughout, an accessible sand table and digger, saucer swings, and interactive panels (see Attachment 2 – South Arm Community Park Playground Renewal Concept Plan and Renderings).

### **Financial Impact**

Subject to Council approval, the capital budget for Playground Replacement and Safety Upgrade Program (2018) will be increased by \$200,000 and the Consolidated 5-Year Financial Plan (2023-2027) will be amended accordingly. The total budget for the South Arm Community Park playground and park areas immediately surrounding it, will be increased to \$1,038,000. This would bring the budget up to match other similar destination playgrounds located at Terra Nova Rural and Garden City Community Parks, which cost around \$1,000,000.

### **Conclusion**

Playgrounds are catalysts of community building. They serve as the living rooms of parks where people of all ages gather, socialize and recreate. The South Arm Community Park playground is a City-wide destination. The renewed playground will offer a broader range of social, physical and cognitive play opportunities, while also introducing more inclusive equipment and surfacing.

October 24, 2022

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Increasing the capital budget to reflect the Association's contribution would allow for exciting new play elements for enjoyment by the community for decades to come.



Miriam Plishka  
Park Planner  
(604-204-8917)

- Att. 1: South Arm Community Association Contribution Agreement
- 2: South Arm Community Park Playground Renewal Concept Plan and Renderings

# South Arm Community Association Contribution Agreement

## CITY OF RICHMOND CONTRIBUTION AGREEMENT

THIS AGREEMENT dated the 10 day of August, 2022 at the City of Richmond, BC.

**BETWEEN:**

**SOUTH ARM COMMUNITY ASSOCIATION**, located at 8880 Williams Road, Richmond, BC V7A 1G6

(the "Association")

**AND:**

**CITY OF RICHMOND**, a City under the *Local Government Act* and having its offices at 6911 No. 3 Road, Richmond, BC V6Y 2C1

(the "City")

**WHEREAS:**

- A. The City is the owner of the South Arm Community Park Playground located at 8880 Williams Road (the "Property");
- B. The Association wishes to contribute to the purchase of new playground equipment at the Property as part of the playground renewal in accordance with the terms of this Agreement (the "Playground Renewal"); and
- C. The City has dedicated capital funds to the Playground Renewal which will be used to prepare the site for installation of the equipment, pay for the remaining portion of the new playground equipment and the installation of all playground equipment.

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

**1.0 PROJECT**

- 1.1 A Request for Proposal was issued in 2021 for design, build, supply and installation of playground equipment and surfacing at the Property (the "RFP").
- 1.2 The contractor selected by the City (the "Contractor") will supply and install the playground equipment and surfacing in accordance with the Proposal and otherwise at the direction of the City.

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- 1.3 The Association was consulted throughout the design process and agrees to pay for a portion of the playground equipment as shown on Schedule A - Playground Equipment Plan, and detailed in Schedule B – Play Equipment Order Confirmation.
- 1.4 The Association's contribution for playground equipment is \$200,000 which is payable within 30 days of the date of this Agreement. The City agrees to pay for the remaining portion of the new playground equipment and the installation of all playground equipment.
- 1.5 The City will prepare the site for installation of the equipment.
- 1.6 The City agrees to monitor the installation of the playground equipment to ensure it complies with all applicable laws and safety standards for children's playspaces and equipment.
- 1.7 The City will design, fabricate and install a plaque, at the City's expense, to recognize the contribution of the Association to the Playground Renewal. The City shall have final approval of plaque size, style and wording. The City will install the plaque at a location to be mutually agreed upon by the parties. The plaque will remain until playground equipment purchased through this project is removed or replaced.

**2.0 OWNERSHIP**

- 2.1 The City will at all times remain the owner of all of the components of the Property and the playground equipment.

**3.0 REMOVAL**

- 3.1 At anytime after substantial completion of the Playground Renewal, the City may, at its sole discretion, remove all or any part of the playground if the Property, or part of it, is needed for municipal purposes. Any such removal will be at the City's expense. For certainty, the City will not owe the Association any money or otherwise be liable to the Association in any way for the removal of the playground equipment. If the City intends to remove all or any part of the playground it will provide advanced notice to the Association of its intention to do so.

**4.0 NO CLAIM FOR INTERFERENCE.**

- 4.1 It is understood that the Playground Renewal may disrupt or interfere with the operations of the Association at the South Arm Community Centre and the Property, including dust, dirt, noise, and disruption of the parking area. The City will provide advanced notice to the Association when possible of any potential

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disruption or interference caused by the installation of the playground equipment. The City will also use reasonable efforts to mitigate any disruption that the installation of the playground equipment may cause. The Association 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 playground.

**5.0 INSPECTION & MAINTENANCE**

5.1 The City shall be responsible for routine inspection and all maintenance of the playground including playground borders, playground equipment and playground safety surface at its own expense.

**6.0 WARRANTIES**

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

**7.0 INSURANCE**

7.1 The City will maintain insurance coverage for the Property under its property insurance and its comprehensive general liability insurance.

**8.0 DISPUTE RESOLUTION**

8.1 In the event of a dispute arising regarding the performance of this Agreement, City staff and the Association will use their best efforts to resolve the issue(s). If the dispute cannot be resolved within 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, Community Services and the President of the Association 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.

**9.0 TERM**

9.1 This Agreement will commence on the date of this Agreement and continue until such time as the one year anniversary of the playground equipment being permanently removed from the Property

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**10.0 TERMINATION**

- 10.1 This Agreement may be terminated by either party upon giving 60 days' written notice to the other party. For certainty, the City will not owe the Association any money or otherwise be liable to the Association in any way for the reliance on this provision.
- 10.2 In the event of termination, the City will remain the owner of the Property and all related components.

**11.0 SUCCESSORS AND ASSIGNS**

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

**12.0 FURTHER ASSURANCE**

- 12.1 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.

**13.0 NOTICES**

- 13.1 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.

**14.0 GENERAL**

- 14.1 This Agreement may be amended from time to time upon mutual agreement of the parties in writing.
- 14.2 This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of British Columbia.
- 14.3 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.

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**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first above written.

**CITY OF RICHMOND**, by its authorized signatories:

Per: *Serena Lusk*  
Serena Lusk  
Chief Administrative Officer

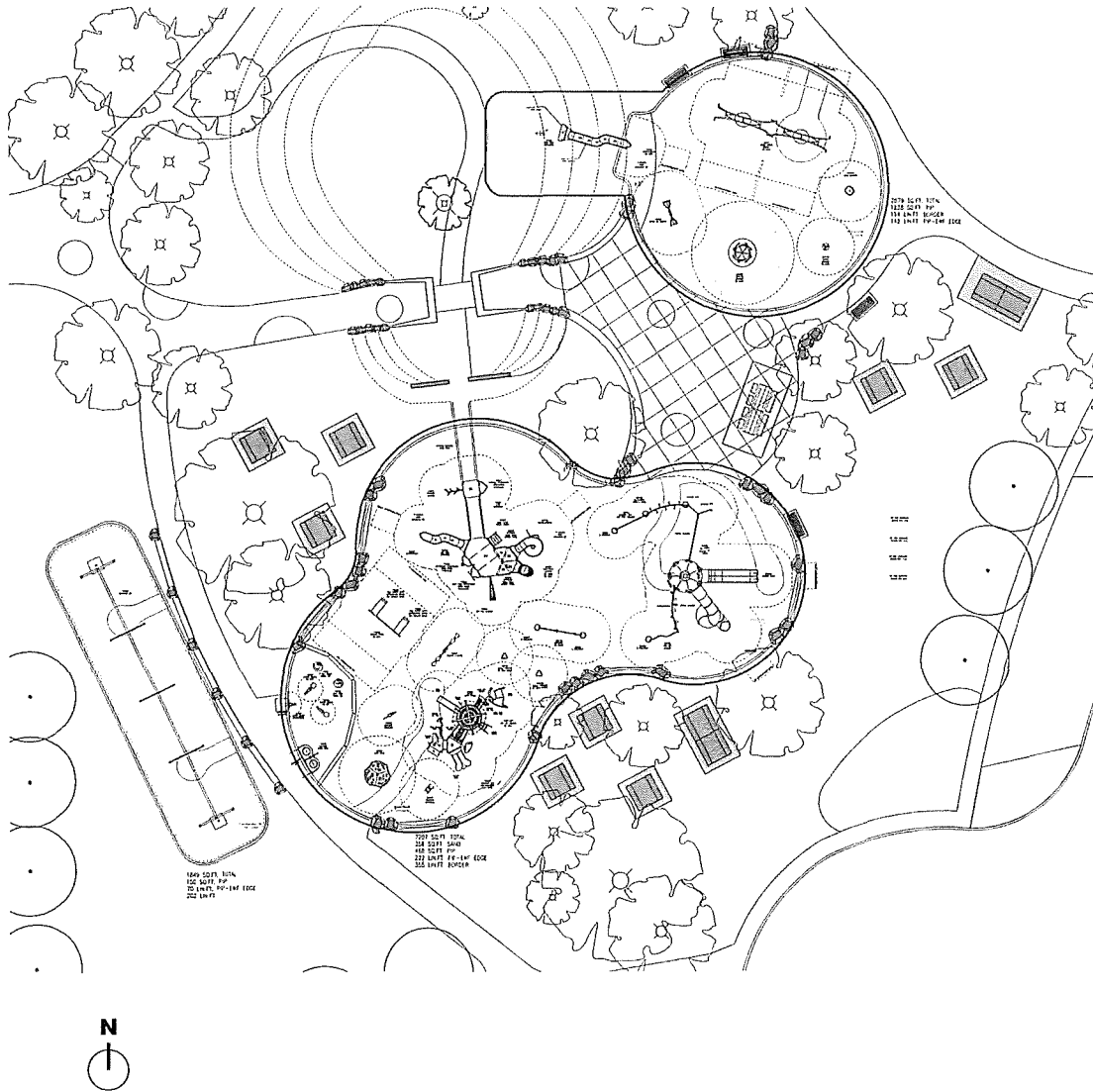
City of Richmond
APPROVED for content by originating dept.
JC
Legal Advice
<i>LB</i>
DATE OF COUNCIL APPROVED (if applicable)

**SOUTH ARM COMMUNITY ASSOCIATION**  
by its authorized signatory:

Per: *Hugo David Masiera*  
Name *HUGO DAVID MASIERA*  
Title *PRESIDENT*

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### Schedule A - Playground Equipment Plan



## Schedule B - Playground Equipment Order Confirmation

### Order Confirmation

April 13, 2022

City of Richmond  
5599 Lynas Lane  
Richmond, BC V7C 5B2

Attn: Yihong Liao, Park Planner ([yhiao@richmond.ca](mailto:yhiao@richmond.ca))

Re: Order

<b>Project Name:</b>	<b>South Arm Community Park</b>	
<b>Purchase Order:</b>	PO# CITY-0000103366; as per signed CCDC contract	
<b>Manufacturer:</b>	Landscape Structures Inc., Habitat Systems Inc.	
<b>Product/Design #:</b>	<b>2081-1-4</b>	
<b>Installation By:</b>	Habitat Systems Inc.	
<b>Installation Date:</b>	TBC	
<b>Installation Address:</b>	South Arm Community Park, 8680 Williams Road, Richmond BC	
<b>Project Contact:</b>	Yihong Liao (604-233-3310 / <a href="mailto:yhiao@richmond.ca">yhiao@richmond.ca</a> )	
<b>Quantity &amp; Price:</b>		
Supply playground equipment and EWF surfacing		\$452,128.00
Install playground equipment, EWF surfacing and PIP surfacing		\$157,050.50
	<b>Subtotal</b>	<b>\$609,178.50</b>
	GST @ 5%	\$30,458.93
	<b>Total</b>	<b>\$639,637.43</b>

**Colours:** As per SED file  
**Invoicing Name:** City of Richmond  
**Invoicing Address:** [payables@richmond.ca](mailto:payables@richmond.ca), reference PO# CITY-0000103366  
**Terms:** Listed tax (GST) is applicable and needs to be paid by the purchaser.  
*Past due amounts will be charged 2% interest compounded monthly [26.82% per annum], starting on the first day past the invoice due date.  
 Terms are net 30 days on approved credit.*

**Brian Kerr** - Project Manager / [bkerr@habitat-systems.com](mailto:bkerr@habitat-systems.com)  
**Dave Warner** - Business Development Manager / [dave@habitat-systems.com](mailto:dave@habitat-systems.com)

## Equipment List

### Landscape Structures Inc.

#### PlayBooster®

#### Bridges & Ramps

1 171539A Ramp Deck Extension DB 12"Dk

#### Posts

2 111404J 76"Alum Post DB

#### Slides

1 205013A Hood Extension Kit PB

1 124863G SlideWinder2 96"Dk DB Only 3 Straight 1 Right 1 Left

#### Motion & More Fun

1 247189A Chill Spinner DB

1 247179A Curva Spinner DB Only

1 148638A Stand-Up Seesaw DB

1 277369A WhirlyQ Spinner SM Only

#### Swings

1 210117A Oodle Swing Double DB Only

#### PlayBooster®

#### Structures

1 254626A Super Netplex 12' Tower

#### Bridges & Ramps

1 156233A Ramp w/Barriers

1 193173C TightRope Bridge w/o Deck Connections

#### Climbers Nature-Inspired

1 172666B Corkscrew Climber w/Recycled Wood-Grain Handholds 64"Dk DB

1 172665B Loop Pole w/Recycled Wood-Grain Handholds 64"Dk DB

1 169318E Wood Plank Wiggle Ladder 64"Deck w/Recycled Wood-Grain Handholds DB

Climbers Other

- 1 235756A Fish Net DB
- 1 146812A Sky Rail Climber 64"Dk DB

Climbers W/Permalene Handholds

- 1 158678A Climbing Wall Alum DB
- 1 176077A Croquet Climber 56"Dk DB
- 1 229831A Shockwave Climber 96" Deck DB

Decks

- 1 154752A Hex Deck w/One Extension
- 4 121948B Kick Plate 16"Rise
- 1 111228A Square Tenderdeck
- 3 111231A Triangular Tenderdeck
- 1 119646A Tri-Deck Extension

Enclosures

- 2 169319A Recycled Wood-Grain Lumber Panel

Motion & More Fun

- 4 166809A E-Pod Seat

Overhead Events

- 1 193170A LolliLadder w/2 E-Pods

Posts

- 1 111404E 116"Alum Post DB
- 1 111404D 124"Alum Post DB
- 6 111404C 132"Alum Post DB
- 5 111404B 140"Alum Post DB
- 2 111404K 156"Alum Post DB
- 4 111404Z 182"Steel Post DB 44" Bury

Slides

- 1 169317B Firepole w/Recycled Wood-Grain Handholds 56"Dk DB
- 2 205013A Hood Extension Kit PB
- 1 124863E SlideWinder2 64"Dk DB 1 Straight 1 Right 1 Left
- 1 222708B WhooshWinder Slide 96"Dk DB

Signs

- 1 182503C Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury

Smart Play®

Ages 2-5 Yrs

1 CP021021A DTR SP Breeze DB Only

Motion & More Fun

1 233057B DigiRider Butterfly DB  
1 233058B DigiRider Dinosaur DB  
1 152179A Saddle Spinner DB 12"Height  
1 152179A Saddle Spinner DB 16"Height  
1 148637A Seesaw 4-Seats DB  
2 123831A SuperScoop DB Only  
1 123832B SuperScoop Wheelchair Acc DB

Sensory Play

1 168099A Cozy Dome DB  
1 170793A Dino Egg Fossil Dig  
1 136233A Elevated Sand Table Alum Posts DB  
1 170791A T-Rex Bones Fossil Dig

Swings

2 176038G Full Bucket Seat ProGuard Chains for Toddler Swing  
1 177336A Toddler Swing Frame DB Only

Signs

1 182503A Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury

Freestanding Play

Motion & More Fun

1 194663C ZipKrooz 66' w/Aluminum Posts DB

Habitat Systems Inc. Natural Play

1 Cortes Log Climber, 2 High  
1 Seymour Log Stepper

### South Arm Community Park Playground Renewal Concept Plan and Rendering

