

CIVIC PROPERTIES COMMISSION MEETING AGENDA
--

DATE: January 21, 2020

LOCATION: Pine Room

TIME: 4pm

1. Call the meeting to order

3. Director's notice of new business

4. Adoption of Agenda

5. Minutes from the previous meeting – December 17, 2019

6. Delegations/Presentations - NIL

7. Correspondence

C-1 Northern Health

8. Old Business - NIL

9. Reports

R-1

R-2

R-3

R-4

10. New Business:

NB-1 Arena Concession Draft RFP

11. Adjournment:

Next scheduled meeting:

MINUTES OF CIVIC PROPERTIES COMMISSION MEETING

DATE December 17, 2019
TIME: 4:00 pm
PLACE: Rec Centre – Pine Room

PRESENT:

Dan Rose, Area E Director PRRD, Chair
Carol Newsom, Chief Administrative Officer
Comm. Allen Courtoreille
Comm. Janet Wark
Comm. Larry Houley, Alternate Chair
Comm. Rochelle Galbraith
Comm. Walter MacFarlane
Steve McLain, Director of Recreation
Elaine Webb, Recreation Programs Manager
Kristina Phillips, Manager of Leisure Services
Bryna Casey, Parks and Rural Recreation Coordinator, PRRD (via polycom)

ABSENT:

1. CALL THE MEETING TO ORDER:

Comm. Rose called the meeting to order at 4:03pm.

2. DIRECTOR'S NOTICE OF BUSINESS:

Comm. Courtoreille spoke regarding Hockey Canada and how happy they were with our facility, and announced that Chewynd may host the junior girl's hockey in 2020.

3. ADOPTION OF THE AGENDA:

MOVED by Comm. Galbraith, SECONDED by Comm. Wark

THAT the Agenda for December 17, 2019 be accepted

CARRIED

4. MINUTES FROM THE PREVIOUS MEETING:

MOVED by Comm. Galbraith, SECONDED by Comm. Wark

THAT the minutes from November 26, 2019 be accepted.

CARRIED

5. DELEGATIONS/PRESENTATIONS: NIL

6. CORRESPONDANCE: NIL

7. OLD BUSINESS:

OB-1

MOVED by Comm. Galbraith, SECONDED by Comm. Houley

Civic Properties Commission lift the Balisky discount request from the table for discussion.

CARRIED

MOVED by Comm. MacFarlane, SECONDED by Comm. Houley

THAT THE Civic Properties Commission deny Charla Balisky request to receive 50% discount for the Chetwynd Primary Care Nurses for three (3), six (6), or twelve (12) month gym and pool pass AND

THAT the Civic Properties Commission remove Chetwynd Auxiliary RCMP, Victim Services and locums from the discount policy.

CARRIED

Staff to inform them that 2020 will be the last year discount will be available.

Comm. Courtoreille asked to go on record stating he is in favor of the motion as presented.

8. REPORTS

R-1 – R-4

MOVED by Comm. Galbraith, SECONDED by Comm. Houley

THAT reports R-1 through R-4 are received for approval

CARRIED

9. NEW BUSINESS:

NB-1

Request for Decision

MOVED by Comm. Galbraith, SECONDED by Comm. Courtoreille

THAT the Civic Properties Commission recommends to the Peace River Regional District Board that pre-budget approval be given to transfer the \$140,000.00 ice resurfacer purchase price from the 2019 Capital budget to the 2020 Capital budget.

CARRIED

10. ADJOURNMENT: Comm. Rose adjourned the meeting at 5:00pm

Next Meeting January 21, 2020

January 16, 2020

Civic Properties Commission
Peace River Regional District
PO Box 810
Dawson Creek, BC V1G 4H8
Email: SMcLain@gochetwynd.com

Subject: Facility Use for Community Health Fair 2020

Dear Civic Properties Commission,

On an annual basis since 2010 the Chetwynd Success By Six/Children's First table facilitated the Chetwynd Health Blitz at the Chetwynd & District Rec Centre. As the table folded following the lost of funding in 2019, a group of community professionals from Northern Health, Surerus Place, Chetwynd Public Library, Chetwynd Chamber of Commerce and others have endeavoured to create a new Community Health Fair for children, youth, adults and seniors.

Our intention is to provide a free educational and interactive event focused on health promotion and prevention on topics affecting northern residents. Health promotion enhances the quality of life for all people. By focusing on prevention, health promotion reduces the financial and loss of life costs that individuals, families, employers, communities and the health care system would spend on medical treatment. We hope to empower residents to be active participants in their mental and physical health as well as provide information about the care available to them from community organizations.

The event will bring together community organizations in a booth fair setting as well as presentations and workshops on individual topics in a separate room. We are asking for your partnership through the contribution of the use of the curling rink and the Tamarack room on Friday, April 24, 2020.

Partnerships are vital to making our inaugural event a success. We recognize that it takes a team to make events like this happen and we appreciate your commitment to making Chetwynd a great place to live. At this time, the presenters, workshop facilitators and booth participants are being asked to contribute their time towards the event. Any booth vendors will be asked to contribute towards the event through a booth rental fee. Remaining event costs will be covered through community donations and fundraising efforts.

Thank you for taking the time to review this request. If you have any questions or require any further information, please do not hesitate to contact me at (250) 788-7305 or by email at Sara.Hoehn@northernhealth.ca.

Sincerely,
Sara Hoehn
Primary Care Case Manager, Mental Health & Addictions

CIVIC PROPERTIES COMMISSION

To: Civic Properties Commission
From: Steve McLain, Director of Recreation
Date: January 21, 2020

Request for Decision

Explanation:

Northern Health has requested that the Civic Properties Commission waive rental fees and donate the free use of the Curling Rink and Tamarack Hall on April 24, 2020 for the Community Health Fair. This represents \$817.45 in revenue.

Recommended motion:

THAT the Civic Properties Commission approves the request from Northern Health for the free use of the Curling Rink and Tamarack Hall on April 24, 2020 for the Community Health Fair

Submitted By: Steve McLain
Director of Recreation.

CIVIC PROPERTIES COMMISSION

To: Civic Properties Commission
 From: Steve McLain, Director of Recreation
 Date: January 21, 2019

- The holiday season passed without issue.
- The concession operator has given written notice effective March 31, 2020.
- Continued capital and operating budget and project preparation.

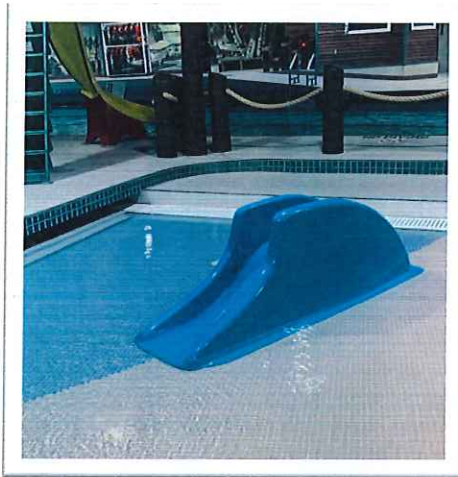
Room & Hall usage for November		
ROOM	2019	2018
Spruce	2	4
Pine	7	9
Aspen	17	16
Birch	0	0
Tamarack	1	81
Cottonwood	7	2
Kitchen	0	1
Curling Rink	0	0
Curling Lobby	0	4
Rec Lobby	0	0
TOTAL ROOM RENTALS	34	117

Room & Hall usage for December		
ROOM	2019	2018
Spruce	3	7
Pine	4	7
Aspen	19	12
Birch	0	35
Tamarack	3	22
Cottonwood	5	8
Kitchen	3	4
Arena	1	2
Walking Track	0	0
Lobby	1	12
TOTAL ROOM RENTALS	39	97

CIVIC PROPERTIES COMMISSION

To: Civic Properties Commission
 From: Kristina Phillips, Manager of Leisure Services
 Date: January 21, 2020

- Holiday Events & Activities
 - December 22nd – Skate & Movie Swim
 - December 24th – Family Fun Day
 - December 31st – Family Fun Day & Super Soaker from 12 - 2 pm
- New tots slide, aquatic wheelchair, & volleyball net have arrived
- Four internal staff signed up for WSI running in Tumbler Ridge; expected to complete mid-February



NOVEMBER	Swim	Waterslide	Swim Lessons	Swim Club	Gym	After Hours Gym Access
November 2017	3147	1199	372	491	3628	628
November 2018	2183	499	162	274	2588	395
November 2019	1916	841	179	256	2932	525

DECEMBER	Swim	Waterslide	Swim Lessons	Swim Club	Gym	After Hours Gym Access
December 2017	2558	1232	0	314	2963	489
December 2018	1786	1208	0	143	2187	381
December 2019	2358	767	32	197	2458	417

CIVIC PROPERTIES REPORT

To: Civic Properties Commission
From: Elaine Webb, Recreation Programs Manager
Re: Civic Properties Report for **December 2019**

December 2019

Program	2019	2018
Court Rentals	49	9
Court Punches	8	0
Fitness Drop-in	20	19
Fitness Registrations	9	15
Fitness Sessions (bought)	0	0
Fitness Sessions (Elaine)	3	3
Wall Rental	0	4
Public Climb	33	26
Toonie Climb	7	13
Wall Belay Test	0	0
Walking Track	555	320
Adult Sports	23	24
Student Sports	8	10
Pickle ball	0	0
Arena Rentals	206	284
Skate Rentals	213	115
Helmet Rentals	76	57
Drop-in Hockey	17	55
Toonie Skate	116	75
Public Skate	261	223
Skating Punch Card	51	56
Free Skate	156	44
Parent & Tot Skate	21	74
Adult Programs	0	0
Youth Programs	22	10
Pre-teen Dance	71	137
Mini Athletes	26	23
Children's Programs	0	27
Special Events	0	3
	1951	1623

November 2019

Program	2019	2018
Court Rentals	34	10
Court Punches	7	0
Fitness Drop-in	19	67
Fitness Registrations	10	43
Fitness Sessions (bought)	1	0
Fitness Sessions (used)	3	4
Wall Rental	19	0
Public Climb	42	40
Toonie Climb	15	6
Wall Belay Test	0	0
Walking Track	505	490
Adult Sports	42	12
Student Sports	22	2
Pickle ball	0	0
Arena Rentals	233	34
Skate Rentals	149	73
Helmet Rentals	41	34
Drop-in Hockey	52	59
Toonie Skate	157	117
Public Skate	84	153
Skating Punch Card	0	0
Free Skate	55	80
Parent & Tot Skate	44	46
Adult Programs	0	0
Youth Programs	22	21
Pre-teen Dance	0	30
Mini Athletes	55	43
Children's Programs	0	33
Special Events	10	0
	1620	1397

October 2019

Program	2019	2018
Court Rentals	29	27
Court Punches	5	8
Fitness Drop-in	14	87
Fitness Registrations	9	28
Fitness Sessions (bought)	0	0
Fitness Sessions (used)	4	2
Wall Rental	18	0
Public Climb	45	32
Toonie Climb	15	20
Wall Belay Test	0	0
Walking Track	416	383
Adult Sports	26	8
Student Sports	9	0
Pickle ball	0	0
Arena Rentals	222	175
Skate Rentals	198	105
Helmet Rentals	49	31
Drop-in Hockey	57	43
Toonie Skate	145	131
Public Skate	103	104
Skating Punch Card	0	1
Free Skate	53	42
Parent & Tot Skate	28	21
Adult Programs	0	6
Youth Programs	28	12
Pre-teen Dance	84	73
Mini Athletes	50	40
Children's Programs	28	68
Special Events	5	0
	1640	1447

**PARADE OF LIGHTS
CHRISTMAS TREE LIGHT UP
MOONLIGHT MADNESS**

Friday – December 6, 2019

6:00pm parade starts at the District Office

Participants show up at 5:30pm.

Parade will be stopping at the TREE downtown for light up and carols with Peace Christian School.

Parade ends at Spirit Park with outdoor activities and sleigh rides with Ed Bodo and Family.

Bring your skates for Skate with Santa on the outdoor rink.





District of Chetwynd
ANNUAL Teens & Children's
CHRISTMAS PARTY

Wednesday, December 11, 2019
6:00pm - 9:00pm

Activities and Santa approximately 6:30pm
Movie: The Grinch Who Stole Christmas – 7pm
Hotdogs, beverage, popcorn or treat for the movie will be supplied

As usual, we are requesting your assistance in selecting gifts for your children age 12 and under. Peoples Drug Mart or Home Hardware will invoice the District for your gift purchase up to a **maximum gift value of \$20.00, before taxes**. To keep it fair, please do not contribute dollars over and above the District's allotted purchase price. Once you have selected your child's gift, drop it off at the **Rec Desk** before **Monday, December 9, 2019** to have it wrapped for presentation to your child by Santa at the party.

*Invitations are limited to children of employees, council and commission only. **Also your child may bring one (1) friend to join them.** (no grandchildren, nieces, nephews, etc.). Please note that if your child is expected to attend and doesn't show up, the gift will be donated to the Children's Christmas Hamper.*

If your child will be attending the party, please indicate their names and ages below and return the form **by noon on Friday December 6th, 2019** to the Rec Centre.

Name of Employee/Council/Commission member:

Child's Name:

Age



R-3
THURSDAY • DECEMBER 12 • 6PM @ REC CTR

SANTA SHUFFLE

JINGLE BELL

RUN FOR ARTHRITIS

Partnership between the District of Chetwynd Rec Centre & Northern Health

.....

WEAR YOUR SANTA HAT & REFLECTIVE GEAR
FOR A TOUR OF CHRISTMAS LIGHTS



**RAISE FUNDS OR
DONATE**

**BELL SALES
FOR \$2**

**LEASHED PETS
WELCOME**

DONATIONS WILL GO DIRECTLY TO THE BC ARTHRITIS SOCIETY
DONATE IN-PERSON OR ONLINE AT WWW.ARTHRITIS.CA

SANTA'S WORKSHOP



WHEN: December 16-20

WHERE: Chetwynd Rec Centre

TIME: 3:15-5:15pm / **AGES:** 5-12yrs / **COST:** \$50

Each day of the week will feature a different holiday activity! To register contact

Chetwynd & District

Rec Centre 250-788-2214

LET IT SNOW

PRE-TEEN DANCE

Dec. 20, 2019

\$2.00 PER PERSON

Ages 8-12

Payment at Dance Doors

7:00pm – 9:00pm

Chetwynd & District Rec Centre

re-3

SUNDAY DECEMBER 22 2019

CHRISTMAS SKATE & SWIM

Join us for a free Christmas skate
from 1-2 pm followed by Arthurs
Christmas movie swim at the pool!

- A GREAT FAMILY EVENT! •
- HOT CHOCOLATE & GOODIES •
- FREE ADMISION •

CALL THE CHETWYND REC CENTRE
FOR MORE INFORMATION AT
250.788.2214

R-4

DISTRICT OF CHETWYND
GL Department Report



GL5330

Page : 1

Date : Jan 13, 2020

Time : 7:37 am

Year : 2019
Period : 12

Budget : Budget Values
Group by: Default

Description	Open Bal	Current	Year to Date	Budget	Variance	% Used
LEISURE POOL						
Leisure Pool						
REVENUES						
Leisure Pool						
470 Swim Revenue	-78,254.29	-7,262.56	-85,516.85	-99,500.00	-13,983.15	85.95
471 Fitness Revenue	-3,519.84	-151.91	-3,671.75	-5,500.00	-1,828.25	66.76
472 Passes	-449.54	0.00	-449.54	0.00	449.54	0.00
473 Rental Revenue	-21,700.40	-1,615.99	-23,316.39	-21,500.00	1,816.39	108.45
474 Weight Room Revenue	-212,178.46	-53,758.45	-265,936.91	-165,000.00	100,936.91	161.17
475 Other Revenue from own Sources	-7,074.38	-466.31	-7,540.69	-6,600.00	940.69	114.25
478 Sale of Pool Accessories	-3,767.83	-280.04	-4,047.87	-5,000.00	-952.13	80.96
479 Miscellaneous Revenue	-12,717.70	-73.24	-12,790.94	-10,000.00	2,790.94	127.91
811 Pool Revenue	-519,031.07	0.00	-519,031.07	-1,360,114.00	-841,082.93	38.16
LEISURE POOL	-858,693.51	-63,608.50	-922,302.01	-1,673,214.00	-750,911.99	55.12
REVENUES	-858,693.51	-63,608.50	-922,302.01	-1,673,214.00	-750,911.99	55.12
EXPENSES						
Leisure Pool						
730 Pool Administration	129,159.42	9,953.02	139,112.44	143,467.00	4,354.56	96.96
731 Pool Office	213,490.09	29,248.90	242,738.99	233,160.00	-9,578.99	104.11
732 Pool Operations	406,328.78	49,025.99	455,354.77	805,511.00	350,156.23	56.53
733 Pool Maintenance	215,575.21	24,166.68	239,741.89	316,076.00	76,334.11	75.85
734 Exterior Grounds	180.34	0.00	180.34	5,000.00	4,819.66	3.61
822 Buildings	8,900.00	8,755.81	17,655.81	0.00	-17,655.81	0.00
823 Building Improvements	28,573.10	5,232.04	33,805.14	60,000.00	26,194.86	56.34
825 Machinery & Equipment	0.00	0.00	0.00	110,000.00	110,000.00	0.00

R-4

DISTRICT OF CHETWYND
GL Department Report



GL5330

Page : 2

Date : Jan 13, 2020

Time : 7:37 am

Year : 2019
Period : 12

Budget : Budget Values

Description	Open Bal	Current	Year To Date	Budget	Variance	% Used
LEISURE POOL						
LEISURE POOL	1,002,206.94	126,382.44	1,128,589.38	1,673,214.00	544,624.62	67.45
EXPENSES	1,002,206.94	126,382.44	1,128,589.38	1,673,214.00	544,624.62	67.45
Leisure Pool	143,513.43	62,773.94	206,287.37	0.00	-206,287.37	
LEISURE POOL Total	143,513.43	62,773.94	206,287.37	0.00	-206,287.37	

R-4

DISTRICT OF CHETWYND
GL Department Report



GL5330

Page : 1

Date : Jan 13, 2020

Time : 7:36 am

Year : 2019
 Period : 12

Budget : Budget Values
 Group by: Default

Description	Open Bal	Current	Year to Date	Budget	Variance	% Used
RECREATION CENTRE						
Recreation Centre						
REVENUES						
Recreation Centre						
470 Ice Time	-74,043.95	-20,559.71	-94,603.66	-103,820.00	-9,216.34	91.12
471 Other Operations	-104,776.99	-8,262.23	-113,039.22	-95,787.00	17,252.22	118.01
472 Recreation Programmes	-33,658.06	-1,022.56	-34,680.62	-60,000.00	-25,319.38	57.80
599 Miscellaneous Revenue	-8,075.65	-807.74	-8,883.39	0.00	8,883.39	0.00
811 Grants - Regional	-803,832.25	0.00	-803,832.25	-1,620,018.00	-816,185.75	49.62
RECREATION CENTRE	-1,024,386.90	-30,652.24	-1,055,039.14	-1,879,625.00	-824,585.86	56.13
REVENUES	-1,024,386.90	-30,652.24	-1,055,039.14	-1,879,625.00	-824,585.86	56.13
EXPENSES						
Recreation Centre						
750 Facilities Administration	262,207.28	22,820.08	285,027.36	423,106.00	138,078.64	67.37
751 Facilities Operations	713,939.24	99,319.04	813,258.28	943,770.00	130,511.72	86.17
753 Ice Plant Operations	9,890.54	78.26	9,968.80	22,000.00	12,031.20	45.31
754 Exterior Grounds	7,251.51	580.00	7,831.51	33,600.00	25,768.49	23.31
755 Concession & Lounge	9,799.79	1,078.59	10,878.38	19,500.00	8,621.62	55.79
756 Programmes - Administration	87,244.26	7,198.69	94,442.95	99,502.00	5,059.05	94.92
757 Programmes	71,199.38	6,522.18	77,721.56	88,147.00	10,425.44	88.17
821 Land Improvements	0.00	0.00	0.00	50,000.00	50,000.00	0.00
822 Buildings	11,094.19	0.00	11,094.19	0.00	-11,094.19	0.00
823 Building Improvements	23,417.45	66,395.61	89,813.06	45,000.00	-44,813.06	199.58
824 Vehicles	0.00	0.00	0.00	140,000.00	140,000.00	0.00
825 Machinery and Equipment	11,742.27	0.00	11,742.27	15,000.00	3,257.73	78.28

R-4

DISTRICT OF CHETWYND
GL Department Report



GL5330

Page : 2

Date : Jan 13, 2020

Time : 7:36 am

Year : 2019
 Period : 12

Budget : Budget Values

Description	Open Bal	Current	Year To Date	Budget	Variance	% Used
RECREATION CENTRE						
RECREATION CENTRE	1,207,785.91	203,992.45	1,411,778.36	1,879,625.00	467,846.64	75.11
EXPENSES	1,207,785.91	203,992.45	1,411,778.36	1,879,625.00	467,846.64	75.11
Recreation Centre	183,399.01	173,340.21	356,739.22	0.00	-356,739.22	
RECREATION CENTRE Total	183,399.01	173,340.21	356,739.22	0.00	-356,739.22	

Draft RFP Advertisement

Chetwynd and District Rec Centre

Arena Concession Request for Proposals

The Chetwynd and District Rec Centre is inviting proposals from individuals, groups, organizations, and/or businesses for the operation of the facility concession and the provision of catering services for the period of **April 1, 2020 to March 31, 2023**

All applications must provide a business management plan that includes:

- Budget
- Safe Food Plan to be approved by the Health Authority
- Sample menu selection with prices
- Proposed hours of operation
- Catering activity plan
- Bid amount (minimum upset bid amount is \$20,000 for the first 12 months)
- Record of past performance
- References
- Any other information that may be pertinent to a successful operation

Viewing of the facilities is required prior to submitting any proposal and further contract specifications and requirements are available to bidders at time of viewing.

Contact Steve McLain by phone at 250-788-2214 or by email at smclain@gochetwynd.com for an appointment to view the facilities and to view and pick up contract documents. Proposals should be submitted to:

"Chetwynd and District Rec Centre Concession Proposal", ATTN: Steve McLain, Director of Recreation for the District of Chetwynd, 4552 North Access Road, Chetwynd, BC, V0C 1J0. Deadline for receipt of proposals is 2:00 pm, local time, March 1, 2020.

The Peace River Regional District and the District of Chetwynd reserves the right to reject any and all proposals for any reason, or to accept any proposal received which the Peace River Regional District and the District of Chetwynd, in their unrestricted discretion deems most advantageous to their selves. The greatest or any proposal may not necessarily be accepted.

Draft RFP Package

Chetwynd and District Rec Centre

Request for Proposals

There is an exciting opportunity to operate the food services concession in the thriving Chetwynd and District Rec Centre. This turnkey concession operation comes fully equipped with well-maintained equipment, storage space, walk-in cooler, and seating for up to fifty (50) customers. All municipal taxes and utilities such as electricity and natural gas are included in the lease. The successful proponent will be responsible for their business license, purchasing stock, maintaining insurance, cleaning of concession equipment and seating area, removing the concession garbage and all recyclable material from the concession and adjacent seating area daily, placing all refuse in supplied bins, disposing of all fats, oil and grease in accordance with legislation and established best practices, and all other associated operating costs. Submit your proposal and move in as early as **April 1, 2020**.

The Chetwynd and District Rec Centre

The Chetwynd and District Rec Centre, located in Chetwynd, British Columbia, is a dynamic full-service recreation centre. This facility is owned by the Peace River Regional District and operated by the District of Chetwynd. It is ideally located on busy Highway 97 at 4552 North Access Road and is adjacent to the Chetwynd Secondary School and the Chetwynd Public Library.

The Chetwynd and District Rec Centre is a community hub of activity all year long.

The standard ice season operational hours for the concession are Monday - Sunday, 8:00 am to 9:00 pm. The standard summer season operational hours for the concession are Monday - Friday, 7:00 am to 3:00 pm, Saturday and Sunday 10:00 am to 6:00 pm. The Facility is home to a Lap pool, Wave pool, Whirlpool, Sauna, Walking Track, Climbing Wall, Indoor Ice Arena, Curling Rink, Squash/Racquetball Court, Community Gym, rental rooms, and meeting spaces. Numerous special events are run at, or near, the facility that attract a wide audience. The facility is also available for private rentals after public hours.

Opportunity for the Concession Operator

The Chetwynd and District Rec Centre has one concession that will be in operation throughout the year. Operating hours may vary dependant on facility use, special events, and seasons. There are also numerous annual catering opportunities for special events and facility rentals throughout the year.

Proposal Requirements

As part of each proposal, there is a requirement for the proponents to provide a detailed business plan outlining the following:

- Relevant Experience – include commercial kitchen and catering experience
- Three (3) professional references
- A sample menu plan with detailed pricing that includes healthy food and beverage options
- Proof of certification of Level I FOODSAFE training
- Ability to provide or obtain a District of Chetwynd business license
- Recommended hours of operation for the concession. The successful proponent must commit to providing services at the Chetwynd and District Rec Centre concession on a 7 day

per week basis although operational hours may vary dependant on facility use and seasons. Operational hours may be negotiated.

- The successful proponent must be registered with WorkSafe BC (WCB) and ensure compliance with the *Workers' Compensation Act*. Upon request the successful proponent shall submit a WorkSafe BC (WCB Clearance Letter indicating that all WCB assessments have been paid.

All proponents must participate in a mandatory a site visit, by appointment, prior to submission of the proposal. Please make an appointment by phoning Steve McLain at 250-788-2214, or by email at smclain@gochetwynd.com.

Lease Agreement

The contract for the Chetwynd and District Rec Centre concession will be a **three (3)** year lease term with the option to request a renewal for up to **two (2)** additional years.

All successful proponents will be required to adhere to all provisions of the Health Act. Successful proponents will also be required secure, maintain, provide proof of, and pay for a general liability insurance policy, with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage, and must name the Peace River Regional District and the District of Chetwynd as additional named insured. The Tenant is required to carry their own contents insurance.

The following criteria, but not restricted thereto, will be weighed and used to evaluate proposals: Evaluation of proposals will be by an evaluation committee formed by the Peace River Regional District and the District of Chetwynd. The Peace River Regional District and the District of Chetwynd will keep all proposals confidential prior to opening. The material contained in the proposal from the successful proponent will be incorporated in the licence and information which is considered sensitive and/or proprietary shall be identified as such by the proponent. Technical or commercial information included in the proposal shall not be released if the District of Chetwynd Deputy Director of Corporate Administration/Human Resources Manager deems such releases inappropriate, subject to the *Protection of Privacy and Freedom of Information Act*. The Peace River Regional District and the District of Chetwynd reserves the right to seek proposal clarification with proponents to assist in making evaluations.

CRITERIA CONSIDERATIONS WEIGHT:

Business Plan:

- ☐ Demonstrate ability to deliver on Financial Terms
- ☐ Sufficient start-up financing
- ☐ Realistic expectations
- ☐ Operating hours

Weight: 30

Menu and Pricing:

- ☐ Variety
- ☐ Healthy choices provided
- ☐ Competitive prices

Weight: 25

Financial Terms:

- ☐ Proposed lease structure provides City with best value
- ☐ May include "value-added" concepts

Weight: 25

Business References:

- ☐ Three (3) references from

locations where similar
services were provided

Weight: 20

Submissions

Deadline for RFP submission is **2:00pm local time on March 1, 2020**. Electronic proposals will be accepted and must be confirmed received at smclain@gochetwynd.com prior to the deadline. Hard copies of the proposal shall be in a clearly marked envelope marked as "Chetwynd and District Rec Centre Concession Proposal", ATTN: Steve McLain, Manager of Leisure and Facility Services for the District of Chetwynd, 4552 North Access Road, Chetwynd, BC, V0C 1J0. **Submissions received after 2:00 PM local time on March 1, 2020 will be marked "Late" and returned, unopened, to sender.** Interested parties are required to check the District of Chetwynd website before the closing date and time for any updated information and addenda. Proposals received by the District of Chetwynd will be held in confidence and will become the property of the Peace River Regional District and the District of Chetwynd. The District of Chetwynd is however, bound by the provisions of the Freedom of Information and Protection of Privacy Act, and all parties are advised that submissions will be treated as public documents and their contents may be disclosed if required to do so, pursuant to the Act.

The District of Chetwynd will review all received proposals and we thank all candidates for their interest.

OPERATING AGREEMENT FOR THE CHETWYND & DISTRICT RECREATION COMPLEX ICE ARENA CONCESSION
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THIS AGREEMENT is dated April 1, 2020

BETWEEN:

THE CORPORATION OF THE DISTRICT OF CHETWYND,
a municipal corporation of the Province of British Columbia, having an address at P.O.
Box 357, Chetwynd, B.C. V0C 1J0

(Herein referred to as "Chetwynd")

AND: Mama G's Country Kitchen

(Herein referred to as "the Licensee")

AND:

THE CHETWYND AND AREA CIVIC PROPERTIES COMMISSION,
a commission established by the Peace River Regional District, having an address at Post
Office Box 757, Chetwynd, B.C. V0C 1J0

(Herein referred to as "the Commission")

AND:

THE PEACE RIVER REGIONAL DISTRICT,
a Regional District incorporated under the Municipal Act, R.S.B.C. 1996, c. 320, having an
address at P.O. Box 810, Dawson Creek, B.C.

WHEREAS:

A: The Peace River Regional District (herein referred to as "the Regional District") owns the certain property, being a Recreational Centre (herein referred to as the Rec Centre") containing a concession stand at its ice arena, and related facilities necessary for the normal operation of that concession stand (which concession and related facilities are herein referred to as "the Concession")

B. By its By-Law Number 335, 1983, the Regional District created the Commission, and delegated to the Commission certain powers and duties relating to the operation of the Rec Centre;

C. The Regional District has, through the Commission and by an agreement dated May 17, 1983, delegated to Chetwynd, its authority to control the management and day-to-day operation of the Rec Centre; and

D. The Licensee and Chetwynd wish to enter into an agreement, to permit the Licensee to carry on certain business relating to the Concession, and to ensure appropriate compensation to Chetwynd for permitting The Licensee to have such use of the Concession.

NOW THEREFORE THIS AGREEMENT WITNESSES, in consideration of the premises and of the covenants, representations and agreements herein contained, that the parties hereto covenant, represent and agree as follows:

1. USE OF FACILITIES

- 1.1. Chetwynd hereby grants to the Licensee, for a period of three (3) years commencing on the April 1 2020, the exclusive right and license to use the Concession on the terms and conditions specified herein; as well as those chattels and equipment presently situate on those premises and listed in the list attached hereto and marked as "Schedule B" (which chattels and equipment are herein referred to as "the Equipment").
- 1.2. The Licensee covenants with Chetwynd to open, maintain, and operate the Concession for the benefit of those members of the public using the Rec Centre, at the following events that take place at the Rec Centre during the aforementioned period, and any extension thereof:
 - a. During the ice season; open at ____ am and close at ____ pm Sunday to Monday. Closed on Saturdays, with the exception of out of town games and tournaments. If there is an out of town game or tournament on a Saturday the concession will open 1 hour before the scheduled start time and will close 1 hour after the scheduled end time.
 - b. During the off ice season; open at ____ am and close at ____ pm Monday to Friday.
 - c. Closed during the ghoulish affair.
 - d. The Little Giant Figure Skating Club is to communicate to the concession if they would like them to be open or closed during their annual skating carnival.
 - e. The Chetwynd Curling Club is to communicate to the concession if they would like them to be open or closed during their curling activities/events.
 - f. Any other times mutually agreed upon in order to provide food service to the public within the Chetwynd & District Rec Centre.
 - g. That any exceptions to this agreement must be approved by the Director of Parks and Recreation.
- 1.3. Chetwynd and the Licensee covenant and agree that the Licensee's use of the Concession during the said period shall be limited to the times of normal operation of the centre, but subject to any specific provision herein.
- 1.4. Chetwynd and the Licensee may enter into a written agreement for the use of the Concession, as an extension or renewal of the rights and obligations granted herein to the Licensee, on terms and conditions similar to the terms and conditions of this Agreement, except that the amount to be paid shall be subject to negotiation between the parties hereto, and except that there shall be no further right to renew or extend this Agreement. If the Licensee remains in possession of the Concession after the expiration of the said period or any extension thereof that might be agreed on in writing by the parties hereto, and if the parties hereto have not entered into any new agreement relating to such use or possession, then the Licensee shall be a monthly tenant with respect to his or her rights as a tenant hereunder, and any other rights granted to him or her herein shall likewise continue only on a month-to-month basis.
- 1.5. Either Chetwynd or the Licensee may terminate this Agreement by giving notice in writing to the other, at least sixty days prior to the effective date of such termination.
- 1.6. Chetwynd may from time to time allow other profit and non-profit organizations to operate food services during special events that are scheduled in the Recreation Centre. When the Jordan Circus, or similar special events are in the building, they are given exclusive remote concession rights and the Licensee will not operate during that time.
- 1.7. Chetwynd reserves the right to operate vending machines in the Recreation Centre. Vending prices will be comparable to items sold by the Licensee in the concession.

2. PAYMENT FOR USE OF FACILITIES

- 2.1. The Licensee covenants and agrees that he or she shall pay to Chetwynd, the minimum sum of \$20,000.00 dollars (plus applicable taxes) in the first twelve months of this agreement. Of this amount \$15,200.00 dollars (plus applicable taxes) is the base amount for the concession operation. In addition to the base amount there shall be a \$400.00 per month fee relating to catering, as determined by and outlined in section 3.2.
- 2.2. The base concession annual sum of (plus applicable taxes) shall be paid in monthly installments as follows:

Fee Schedule

<u>Date</u>	<u>Base</u>	<u>Catering</u>	<u>Base before taxes</u>
2018 - 2021			
October	\$1,266.66	\$ 400.00	\$1,666.66
November	\$1,266.66	\$ 400.00	\$1,666.66
December	\$1,266.66	\$ 400.00	\$1,666.66
January	\$1,266.66	\$ 400.00	\$1,666.66
February	\$1,266.66	\$ 400.00	\$1,666.66
March	\$1,266.66	\$ 400.00	\$1,666.66
April	\$1,266.66	\$ 400.00	\$1,666.66
May	\$1,266.66	\$ 400.00	\$1,666.66
June	\$1,266.66	\$ 400.00	\$1,666.66
July	\$1,266.66	\$ 400.00	\$1,666.66
August	\$1,266.66	\$ 400.00	\$1,666.66
September	\$1,266.66	\$ 400.00	\$1,666.66

** Plus applicable taxes

In the subsequent year of this agreement the amount will be reviewed each August and is subject to increase based on increases in costs of operation at the Recreation Complex (utilities and wages)

3. TERMS OF USE: THE LICENSEE'S COVENANTS AND AGREEMENTS

- 3.1. The Licensee covenants and agrees that he or she shall, throughout the times of his or her use of the Concession during the period specified above, clean the Concession and all other areas of the Rec Centre used in conjunction with the Concession, including all tables in the arena lobby, so that they shall be in a fit and proper condition for normal use. All garbage from and around the Concession shall be removed by the Licensee, to garbage bins provided for that purpose.
- 3.2. The Licensee and Chetwynd covenant and agree that the Licensee's use of the Concession and Equipment shall be limited to normal use for the retail sale of food and beverages in connection with this Agreement, and for no other purposes. If Chetwynd permits the licensee to operate a catering business from and within the Rec Centre or to the District of Chetwynd, the Licensee shall pay \$400.00 per month, to Chetwynd, which shall be added to the base rate.
- 3.3. The Licensee covenants and agrees to act in accordance with any and all of the reasonable rules, regulations and directions of Chetwynd in connection with the use of the Concession.

The Licensee shall be responsible for the promotion, organization and management of his or her operation of the Concession. All the acts and deeds of the Licensee, his or her servants, agents, and employees carried out in connection with this Agreement shall be carried out in strict compliance with all applicable laws, statutes, regulations, ordinances, and by-laws, and in strict accordance with all standard industry practices relating to the proper, safe and sanitary management of facilities such as the Concession, and in compliance with all orders and directions of the Health officer or any similar officer or authority. The Licensee covenants and agrees that he or she shall at all times fully comply with all applicable health and food handling statutes and regulations, and sell only food and beverages fit for human consumption.

- 3.4. The Licensee covenants and agrees that Chetwynd may enter and view the state of repair of the Concession and the Equipment.
- 3.5. The Licensee shall ensure that all prices for food, beverages and other items sold from the Concession are competitive with prices charged from other local businesses in the Chetwynd area.
- 3.6. The Licensee shall repair according to any notice in writing received from Chetwynd, any damage caused as a result of his or her negligent or willful acts, or those of his or her agents or employees.
- 3.7. The Licensee shall maintain and leave the Concession and the Equipment in good repair at all times, and shall take good care of the Concession and the Equipment so that at the expiration or other termination of this Agreement he or she shall surrender the Concession and Equipment in as good condition as reasonable use will permit.
- 3.8. The Licensee shall permit any representative of Chetwynd to enter the Concession at all reasonable times to examine the Concession and the Equipment, and to make such repairs, alterations and amendments that Chetwynd considers to be necessary or advisable.
- 3.9. The Licensee shall permit any representative of Chetwynd to enter the Concession at all reasonable times during the one month prior to the expiration of this Agreement, to exhibit the Concession and the Equipment to any prospective tenant or licensee, and to put up and display the usual notices advertising the availability of the Concession and Equipment for operating agreement.
- 3.10. The Licensee shall not make or cause to be made any alterations, additions, or improvements to the Concession or the Equipment without first obtaining the written consent of Chetwynd to do so. Any alterations, additions and improvements made to the Concession or Equipment by either Chetwynd or the Licensee shall become the property of Chetwynd, and shall remain upon and be surrendered with the Concession and the Equipment as a part of them at the expiration or earlier termination of the Agreement. Provided, however, that the Licensee may remove any fixtures or other equipment supplied by him or her and placed on the Concession, thereby gaining possession and ownership of such fixtures and equipment, as long as he or she does so no later than one month after any demand made by Chetwynd that he or she do so.
- 3.11. The Licensee shall not assign any of the rights granted to him or her herein, nor shall he or she lease, sublease, mortgage or otherwise charge his or her interest in the Concession or Equipment without first obtaining the written consent of Chetwynd to do so.
- 3.12. The Licensee shall do nothing, nor permit anything to be done, that would constitute a nuisance in connection with his or her exercise of any rights granted to him or her herein, and he or she further covenants and agrees that he or she shall not neglect to do anything that might result in such a nuisance.
- 3.13. The Licensee shall not sell or distribute in any way, nor shall he or she permit any of his or her employees or agents to sell or distribute in any way, any bottled goods in any format or

packaging that Chetwynd considers to have a tendency to be or to become dangerous or unsightly.

- 3.14. The Licensee covenants and agrees that he or she shall not in any way indicate that the Concession is operated by the Regional District, by Chetwynd or by the Commission, and further covenants and agrees that he or she shall at all times display in a conspicuous place about the Concession a sign indicating that the Concession is operated by him or her as proprietor or proprietress. Any such signs shall be displayed in accordance with policy of Chetwynd.

4. **TERMS OF USE: CHETWYND'S COVENANTS AND AGREEMENTS**

- 4.1. Chetwynd covenants with the Licensee for quiet enjoyment.
- 4.2. Chetwynd shall pay any and all utility rates and municipal taxes assessed against the building or Chetwynd or the Licensee on account thereof, for normal use or possession of the Rec Centre.
- 4.3. Chetwynd shall, though its reasonable efforts and abilities and subject to any events or problems beyond its reasonable control, provide heat, electric power, water and other necessary utilities to The Licensee for his or her normal use of the Concession and the Equipment in connection with the rights granted to him or her herein. Chetwynd shall have no liability to the Licensee for food spoilage or for lost sales attributed to utility failure, provided Chetwynd makes reasonable efforts to restore such utilities.
- 4.4. Chetwynd shall repair the Equipment as and when necessary, to maintain the Equipment as well as reasonably possible in connection with the normal use and operation thereof, but not in connection with any other damage thereto. Chetwynd shall have no liability to the Licensee for food spoilage or for lost sales attributable to lack of repair to or maintenance of the Equipment, provided that Chetwynd makes reasonable efforts to effect such repairs or maintenance when notified by the Licensee of the requirement for the same.
- 4.5. Chetwynd covenants and agrees that it shall provide The Licensee with reasonable access to the Rec Centre in connection with his or her use of the Concession pursuant to the terms of this Agreement.

5. **PROVISIONS RELATING TO DEFAULT**

- 5.1. The Licensee acknowledges that if he or she fails to make proper and timely payments of any moneys due under this Agreement (whether lawfully demanded or not), or if he or she is in breach of any other term or covenant hereof (whether positive or negative), then Chetwynd may at its option exercise any one or more of the following remedies, in addition to any other remedies that might be available to it at law:
 - a) terminate this Agreement immediately and without notice;
 - b) suspend its own obligations under this Agreement until such breach is remedied;
 - c) re-enter the Concession;
 - d) claim damages against the Licensee for any loss caused to Chetwynd by such breach; and
 - e) claim inventory and chattels located in the Concession.
- 5.2. If the Licensee makes an assignment for the benefit of creditors or, becoming bankrupt or insolvent, takes the benefit of any act that may from time to time be in force for the benefit of bankrupt or insolvent debtors, or if a receiving order in bankruptcy is made against him or her or if the term hereby granted is at any time seized or taken in execution or in

attachment, then if Chetwynd so decides this Agreement shall cease and the term hereby created shall be at an end, and the full amount of the rent for the current month and the balance of the term hereof shall immediately become due and payable, and Chetwynd in such event may re-enter and take possession of the premises.

- 5.3. If the Licensee deserts or vacates the Concession, or if the Licensee otherwise fails to provide continued and proper operation of the Concession, Chetwynd may at its option enter the Concession as the Licensee's agent, by force or otherwise, without being liable to the Licensee therefore, and to relet the Concession (including the equipment) as agent of the Licensee, and to receive the rent for the Concession and to apply the same to the payments due herein, holding the Licensee liable for any deficiency.

6. PROVISIONS RELATING TO LIABILITY AND INSURANCE

- 6.1. Chetwynd shall not be responsible for any loss or damage caused by the Licensee, his or her agents, representatives or employees, or to any equipment or personal property of any kind owned or used by the Licensee or any person or persons involved or participating in any of the activities of the Licensee carried on at the Rec Centre in connection with this Agreement, or by any person or persons who might otherwise be invited or permitted by the Licensee at or near the Concession.
- 6.2. The Licensee undertakes and agrees to indemnify Chetwynd for any loss or damage caused to Chetwynd as a direct or indirect result of the activities of the Licensee contemplated by this Agreement, or as a result of any person or persons using or otherwise becoming involved with the Concession.
- 6.3. The Licensee shall at his or her own expense, provide and maintain his or her own insurance to cover his or her own equipment and property which may at any time be located at or near the Concession. The Licensee shall also, at his or her own expense, provide and maintain in force, with an insurance company licensed in the Province of British Columbia, a comprehensive liability insurance policy satisfactory to Chetwynd, covering bodily injury, death and property damage with inclusive limits of at least five million dollars (\$5,000,000) per occurrence, the policy to contain a cross-liability clause. Suitable evidence of the said policies is to be delivered to Chetwynd no later than one week following the Licensee's execution of this Agreement, showing insurance as aforesaid covering the Licensee's operations and activities in connection with this Agreement, and showing Chetwynd and the Regional District as additional named insured in such policies. The Licensee shall provide to Chetwynd, no later than the anniversary date of this Agreement, proof satisfactory to Chetwynd that the Licensee has fully complied with the provisions of this paragraph.

7. MISCELLANEOUS COVENANTS AND CONDITIONS

- 7.1. The Commission, by its execution of this agreement, acknowledges and agrees to the terms and conditions hereof to the extent that such terms and conditions are within its knowledge and capacity, and confirms that it authorizes Chetwynd to enter into this Agreement.
- 7.2. This Agreement shall be binding not only on the parties hereto, but also on their respective administrators, successors and assigns. Provided, however, that the rights of the Licensee shall not be assigned without the prior written consent of Chetwynd.
- 7.3. Wherever the singular or plural is used in this Agreement, the same shall include the other, as the context or the parties may require. Wherever the masculine, feminine or neuter is

used in this Agreement, the same shall include the other, as the context and the parties may require.

- 7.4. Time shall be the essence in all respects of this Agreement.
- 7.5. This Agreement contains the whole agreement between the parties hereto in respect of the subject matter hereof; there are no warranties, representations, terms, conditions or collateral agreements, express, implied or statutory, other than those expressly set forth herein.
- 7.6. Any notice to be given pursuant to this agreement shall be duly and properly given if delivered, or if mailed by prepaid registered post form British Columbia addressed to the other party or parties at the address or addresses shown at the beginning of this agreement, or at such other address as the parties may from time to time designate by notice in writing given to the other. Any such notice shall be deemed to be received, if delivered, on the date of such delivery, and if mailed, on the third business day after day after the date of such mailing. In the event of a strike by postal workers or any other work stoppage or other similar disruption of postal service, notice must be delivered to be effective.
- 7.7. Nothing in this Agreement shall be construed so as to entitle the Licensee to consider that he or she is in any way entitled to a renewal or extension of this Agreement at the end of the term thereof, or, in the event of a renewal, an Agreement upon the same terms and conditions. Subject to mutual agreement for a further two year period subject to an agreed new payment schedule (section 2.2) and payment for catering activity (section 3.2) and review and agreement on hours of operation (section 1.2).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date first note above.

The corporate seal of the District of Chetwynd was affixed in presence of:

Signature of the Mayor

Signature of the Administrator

Signed, sealed and delivered by the Licensee:

Licensee Signature

Signed, sealed and delivered by the Chetwynd and Area Civic Properties Commission, by its authorized office:

Officer's Signature

The Corporate seal of the Peace River Regional District was affixed in the presence of:

President/Chair

Secretary