



CULTUS LAKE PARK BOARD REGULAR MEETING AGENDA

WEDNESDAY, JANUARY 16, 2019

7:00 PM

PARK OFFICE BOARDROOM

4165 Columbia Valley Highway, Cultus Lake, BC

(1) CALL TO ORDER

(2) RESOLUTION TO PROCEED TO CLOSED MEETING (5:30 PM)

THAT the meeting be closed to the public to consider matters pursuant to the following sections of the **Community Charter**:

Section 90 (1), (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality; and

Section 90(1), (d) security of the property of the municipality; and

Section 90 (1) (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

(3) RECONVENE

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(4) APPROVAL OF AGENDA

- (a) **THAT** the Cultus Lake Park Board approve the Agenda for the Regular Meeting of January 16, 2019; and

THAT all delegations, reports, correspondence and other information set to the agenda be received.

(5) ADOPTION OF MINUTES

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- (a) **THAT** the Cultus Lake Park Board adopt the minutes of the Regular Meeting held December 12, 2018; and

THAT the Cultus Lake Park Board adopt the minutes of the Special Regular Meeting held December 19, 2018.

(6) DELEGATION

(a) Lakeside Trail

- Presentation from David Urban, Manager of Outdoor Recreation Planning, Fraser Valley Regional District

***THAT** the Cultus Lake Park Board receive the presentation from David Urban regarding the Lakeside Trail for information.*

(7) STAFF REPORTS

(a) Public Parking Rates

- Report dated January 16, 2019 from Erica Lee, Chief Financial Officer

***THAT** the Cultus Lake Park Board approve Option 3*

Update Public Parking Rates to:

Summer Rates:

(May long weekend to September long weekend)

- \$5 per hour (max. 2 hours) or \$15 per day Friday through Sunday plus Holidays and,
- \$3 per hour (max. 2 hours) or \$10 per day and Monday through Thursday.

Winter Rates:

(Following the September long weekend through to the May long weekend)

- \$3 per hour (max. 2 hours) or \$10 per day Weekends, Holidays, and Weekdays.

(b) 2018 Parking Task Force Committee Chair Recommendations – Residential Parking

- Report dated January 16, 2019 from Dave Driediger, Manager of Park Operations

***THAT** the Cultus Lake Park Board direct staff to continue issuing residential parking permits as in 2018 but with counterfeit deterrence measures and a validation period of two years rather than one.*

(c) 2018 Parking Task Force Committee Chair Recommendations - Visitor Parking

- Report dated January 16, 2019 from Dave Driediger, Manager of Park Operations

***THAT** the Cultus Lake Park Board direct staff to pursue Option #3 below: hire two Parking Lot Attendants to staff parking lots on weekends and statutory holidays from Victoria Day through Labour Day; and*

***THAT** the Cultus Lake Park Board direct staff to pursue Option #7 below: procure sketches of improved layouts for Parking Lots A, B, C and D.*

(d) **Annual and Paddling Parking Passes**

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- Report dated January 16, 2019 from Dave Driediger, Manager of Park Operations
- Attachment 1 – Background regarding Seasonal parking Passes

THAT the Cultus Lake Park Board approve Option 1:

Option 1

\$100 Annual Parking Pass, available to residents of the City of Chilliwack and Electoral H area (proof of residency required). Valid for Lots A & B, one license plate per pass. Sold from the Park Office. Valid for 1 year from date of purchase. Parking is on a first come first serve bases, passes do not guarantee availability.

THAT the Cultus Lake Park Board approve Option 2:

Option 2

\$200 Annual Parking Pass, available for purchase at the parking meters. Valid for 1 year from date of purchase. Valid for Lots A & B. Parking is on a first come first serve bases, passes do not guarantee availability; and

THAT the Cultus Lake Park Board approve Option 4:

Option 4

\$25 Paddling Parking Pass, available to members of paddling groups. Valid from April 1 – Sept 30, for Lots A, B & C, one license per pass. Sold at the Park Office. Not valid for Saturdays or Sundays. Parking is on a first come first serve bases, passes do not guarantee availability.

(e) **Multiple Leaseholder Report**

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- Report dated January 16, 2019 from Rachel Litchfield, Executive Assistant
- Attachment 1 – 2002- 2023 Cultus Lake Park Building Site Lease
- Attachment 2 – Cultus Lake Park Building Site Lease (Newest Version)

THAT the Cultus Lake Park Board approve the allowance of Multiple Leaseholder Ownership if a leaseholder enters into the New Building Site Lease.

(f) **Special Event: Vedder Mountain Bike Festival**

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- Report dated January 16, 2019 from Paul Holman, Special Events Coordinator
- Letter dated October 26, 2018 from Meghan Jackson, Event Coordinator

THAT the Cultus Lake Park Board approve the Special Event Application for the Vedder Mountain Bike Festival held from May 11 and 12, 2019 provided the Special Occasion License to operate a beverage garden be granted by the BC Liquor Control and Licensing Branch.

(8) REPORTS BY COMMISSIONERS

Volunteer Recognition

- (a) • Verbal Presentation by Chair Lamb
- (b) **Milfoil Update - Further Benthic Matting**
 - Verbal Report from Commissioner Bauer

(9) PUBLIC QUESTION PERIOD

(10) ADJOURNMENT

***THAT** the Regular Meeting of the Cultus Lake Park Board held on January 16, 2019 be adjourned.*



CULTUS LAKE PARK BOARD REGULAR MEETING MINUTES

Wednesday, December 12, 2018
CULTUS LAKE PARK OFFICE BOARDROOM
4165 Columbia Valley Highway, Cultus Lake, BC

- Present** Commissioner J. Lamb – Chair
Commissioner D. Bauer – Vice-Chair
Commissioner L. Payeur
Commissioner D. Renwick
Commissioner C Smit
- Staff** Chief Administrative Officer – B. Bryant
Manager of Park Operations – D. Driediger
Manager of Finance – E. Lee
Acting Manager of Visitor Services, Accommodations and Bylaw Enforcement – J. Spencer
Deputy Corporate Officer – K. Ridley
- Regrets** Executive Assistant – R. Litchfield

(1) **CALL TO ORDER**

The Chair called the meeting to order at 6:07 pm.

(2) **RESOLUTION TO PROCEED TO CLOSED MEETING**

4249-18 Moved by: Commissioner Smit Seconded by: Commissioner Payeur

THAT the meeting be closed to the public to consider matters pursuant to the following sections of the **Community Charter**:

Section 90 (1)(d) the security of the property of the municipality;

Section 90 (1) (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public

(3) **RECONVENE**

The meeting reconvened at 6:59 pm.

(4) **APPROVAL OF AGENDA**

4250-18 Moved by: Commissioner Bauer Seconded by: Commissioner Smit

***THAT** the Cultus Lake Park Board approve amending the Agenda for the Regular Meeting of the Cultus Lake Park Board for December 12, 2018 by adding additional comments from Sunnyside Seasonal Campers under Section 8(a) – Staff Reports:*

***THAT** the Cultus Lake Park Board approve the amended Agenda; and*

***THAT** all delegations, reports, correspondence and other information set to the agenda be received.*

CARRIED

(5) **ADOPTION OF BOARD MINUTES**

(a) **Inaugural Meeting November 6, 2018 and Regular Meeting November 21, 2018 Minutes**

4251-18 Moved by: Commissioner Bauer Seconded by: Commissioner Smit

***THAT** the minutes for the Inaugural Meeting held on November 6, 2018 by the Cultus Lake Park Board be adopted; and*

***THAT** the minutes for the Regular Meeting held on November 21, 2018 by the Cultus Lake Park Board be adopted .*

CARRIED

(6) **CORRESPONDENCE**

(a) **Trans Canada Trail**

- Letter dated September 26, 2018 from Mathieu Roy, Vice President, Trail Development and Management

4252-18 Moved by: Commissioner Bauer Seconded by: Commissioner Payeur

***THAT** the Cultus Lake Park Board receive the letter dated September 26, 2018 from Mathieu Roy, Vice President, Trail Development and Management, the Great Trail for information. (The Great Trail Magazine is available at the office to be viewed)*

CARRIED

(b) **Office of the Premier**

- Letter dated November 16, 2018 from John Horgan, Premier

4253-18 Moved by: Commissioner Bauer Seconded by: Commissioner Payeur

***THAT** the Cultus Lake Park Board receive the letter dated November 16, 2018 from John Horgan, Premier for information.*

CARRIED

(c) **2018 RCMP Seasonal Summary Report**

- 2018 Seasonal Report (Sunnyside and Main Beaches) from Cst. Rendall

4254-18 Moved by: Commissioner Smit Seconded by: Commissioner Bauer

THAT the Cultus Lake Park Board receive the 2018 Seasonal Summary Report from Cst. Rendall for information.

CARRIED

(7) **BYLAWS**

(a) **2019 - 2023 Cultus Lake Park DRAFT Financial Plan**

- Report dated January 17, 2018 from Erica Lee, Manager of Finance
- Report dated December 12, 2018 from Erica Lee, Chief Financial Officer
- 2019 - 2023 Financial Plan Bylaw No. 1131, 2018
- Schedule A, 2019 Financial Plan
- Schedule B, Financial Plan
- Schedule C, Summary of Changes

Chair Lamb advised that after hearing comments from the public there seems to be a common thread on some of the concerns raised. The main issues are the cost for the septic treatment plant installation and its costs to residents and the seasonal camping sites at Sunnyside and the increases to pay parking at the lake. He noted that Cultus Lake Park does not receive any funding from other levels of government to offset costs to maintain the Park. He noted that the installation of the sewer treatment plant is being done by the Fraser Valley Regional District and it is important that this project go forward to ensure the health of our Lake.

Commissioner Renwick addressed the different parking rates proposed for 2019. He noted that the Board had discussed increasing the rates on the weekends and long weekends. Off season rates could be ten dollars per day or three dollars per hour. In the summer months, rates for weekdays (Monday to Thursday) could be ten dollars per day or three dollars per hour and on weekends and long weekends fifteen dollars per day or five dollars per hour. He noted that the Board would be discussing this issue in the new year.

Commissioner Payeur brought forward a concern raised by the Commercial leaseholders regarding the parking rates and how it affects business from their Chilliwack customers.

The Board requested that the Chief Administrative Officer bring back a report in January regarding seasonal parking passes for Chilliwack residents.

4255-18 Moved by: Commissioner Bauer Seconded by: Commissioner Renwick

THAT the Cultus Lake Park Board rescind Second reading of the Cultus Lake Park 2019-2023 Financial Plan Bylaw No. 1131, 2018, and make the following amendments to the bylaw:

Schedule A:

- *Increase 2019 Sunnyside Campground Ground Maintenance Operating Budget by \$6,000 from \$38,000 to \$44,000*
- *Decrease 2019 Sunnyside Net Contribution by \$6,000, from \$644,261 to \$638,261*
- *Increase 2019 Sunnyside Campground Capital Project Budget by \$115,000, from \$599,330 to \$714,330*
- *Increase 2019 Capital Funding from Sunnyside Campground Reserve by \$115,000, from \$599,330 to \$714,330*

Schedule B:

- Increase 2019 Ground Maintenance Operating Budget by \$6,000 from \$85,450 to \$91,450
- Decrease 2019 Unappropriated Surplus by \$6,000, from \$30,753 to \$24,753
- Increase 2019 Capital Project Budget by \$115,000, from \$1,406,685 to \$1,521,685

Increase 2019 Capital Funding from Reserves by \$115,000, from \$1,341,705 to \$1,456,705

CARRIED

4256-18 Moved by: Commissioner Smit Seconded by: Commissioner Payeur

THAT the Cultus Lake Park Board give Second reading to Cultus Lake Park 2019-2023 Financial Plan Bylaw No. 1131, 2018 as amended.

CARRIED

4257-18 Moved by: Commissioner Renwick Seconded by: Commissioner Bauer

THAT the Cultus Lake Park Board give Third reading to Cultus Lake Park 2019-2023 Financial Plan Bylaw No. 1131, 2018

CARRIED

(b) **Cultus Lake Park 2019 Levying of Rates Bylaw No. 1132, 2018**

- Report dated December 12, 2018 from Erica Lee, Chief Financial Officer
- Cultus Lake Park Levying of Rates Bylaw No. 1132, 2018

4258-18 Moved by: Commissioner Bauer Seconded by: Commissioner Renwick

THAT the Cultus Lake Park Board give First, Second and Third readings to Cultus Lake Park 2019 Levying of Rates Bylaw No. 1132, 2018.

CARRIED

(c) **Cultus Lake Park Public Works Capital Reserve Fund Bylaw No. 1133, 2018**

- Report dated December 12, 2018 from Erica Lee, Chief Financial Officer
- Cultus Lake Park Public Works Capital Reserve Fund Bylaw No. 1133, 2018

4259-18 Moved by: Commissioner Bauer Seconded by: Commissioner Smit

THAT the Cultus Lake Park Board give First, Second and Third readings to the Cultus Lake Park Public Works Capital Reserve Fund Bylaw No. 1133, 2018.

CARRIED

(d) **Cultus Lake Park Fire Department Capital Reserve Fund Bylaw 1134, 2018**

- Report dated December 12, 2018 from Erica Lee, Chief Financial Officer
- Cultus Lake Park Fire Department Capital Reserve Fund Bylaw 1134, 2018

4260-18 Moved by: Commissioner Smit Seconded by: Commissioner Bauer

***THAT** the Cultus Lake Park Board give First, Second and Third readings to Cultus Lake Park Fire Department Capital Reserve Fund Bylaw No. 1134, 2018.*

CARRIED

(e) **Cultus Lake Park Fire Department Operating Surplus Reserve Fund Bylaw No. 1135, 2018**

- Report dated December 12, 2018 from Erica Lee, Chief Financial Officer
- Cultus Lake Park Fire Department Operating Surplus Reserve Fund Bylaw No. 1135, 2018

4261-18 Moved by: Commissioner Smit Seconded by: Commissioner Payeur

***THAT** the Cultus Lake Park Board give First, Second and Third readings to Cultus Lake Park Fire Department Operating Reserve Fund Bylaw No. 1135, 2018.*

CARRIED

(f) **Cultus Lake Park Community Events and Activities Operating Reserve Fund Bylaw No. 1136, 2018**

- Report dated December 12, 2018 from Erica Lee, Chief Financial Officer
- Cultus Lake Park Community Events and Activities Operating Reserve Fund Bylaw No. 1136, 2018.

4262-18 Moved by: Commissioner Bauer Seconded by: Commissioner Renwick

***THAT** the Cultus Lake Park Board give First, Second and Third readings to Community Events and Activities Operating Reserve Fund Bylaw No. 1136, 2018.*

CARRIED

(8) **STAFF REPORTS**

(a) **Sunnyside Campground Synopsis**

- Report dated December 12, 2018 from Jacquie Spencer, Acting Manager of Visitor Services, Accommodations, and Bylaw Enforcement

4263-18 Moved by: Commissioner Bauer Seconded by: Commissioner Renwick

***THAT** the Cultus Lake Park Board receive this report as information, and, that following approval of the Budget the Chief Administrative Officer be directed to provide the seasonal campers with answers to the concerns received as noted in the attached Synopsis; and*

***THAT** the Cultus Lake Park Board receive the summary dated December 12, 2018 from the Deputy Corporate Officer regarding additional comments received from Sunnyside Seasonal Campers and that these additional comments be addressed as part of the Chief Administrative Officer's response.*

CARRIED

(9) **REPORTS BY COMMISSIONERS**

(a) **Parking Task Force Summary**

- Report dated December 12, 2018 from Commissioner Payeur

4264-18 Moved by: Commissioner Payeur Seconded by: Commissioner Bauer

***THAT** the Cultus Lake Park Board refer this report to the Chief Administrative Officer to review and report back to the Board at the January 16, 2019 Regular Board Meeting.*

CARRIED

(b) **Appointment of Chair and Vice Chair to Standing and Select Committee**

- Report dated December 12, 2018 from Chair Lamb

4265-18 Moved by: Commissioner Renwick Seconded by: Commissioner Bauer

1. ***THAT** the Cultus Lake Park Board approve the Standing Committee and the Chair and Vice Chair appointments:*

Commercial Leaseholder Committee

Chair – Commissioner Smit

Vice Chair - Commissioner Payeur

2 appointed members of the commercial leaseholders

CARRIED

4266-18 Moved by: Commissioner Renwick Seconded by: Commissioner Payeur

2. ***THAT** the Cultus Lake Park Board approve the following Select Committee appointments:*

Community Events and Engagement Committee

Chair - Commissioner Lamb

Vice Chair - Community member (to be appointed)

Operations and Financial Core Review Committee

Chair - Commissioner Renwick

Vice Chair – Commissioner Smit

Environmental and Public Area's Planning Committee

Chair – Commissioner Bauer

Vice Chair – Commissioner Payeur

CARRIED

4267-18 Moved by: Commissioner Renwick Seconded by: Commissioner Bauer

3. *THAT the Cultus Lake Park Board approve the following external committee appointments:*

Cultus Lake Aquatic Stewardship Strategy (CLASS)

Commissioner Bauer

Tourism Chilliwack

Commissioner Bauer

Fraser Valley Aboriginal Relations Committee

Commissioner Renwick

Alternate - Commissioner Lamb

Cultus Lake Community School

Commissioner Payeur

Internal Planning and Execution

Commercial Leaseholder Review and Negotiations

Commissioner Smit

Sunnyside Seasonal Communication and Relationship Management

Commissioner Lamb

4268-18 Moved by: Commissioner Renwick Seconded by: Commissioner Bauer

4. *THAT the Cultus Lake Park Board direct the Chief Administrative Officer to review and develop Terms of References for the Committees for the December 19, 2018 Board meeting.*

4269-18 Moved by: Commissioner Bauer Seconded by: Commissioner Smit

5. *THAT the Cultus Lake Park Board direct the Chief Administrative Officer to post notice after receiving the approval by the Cultus Lake Park Board for the Terms of Reference at the December 19, 2018 Special Regular meeting, that the Park is accepting applications for volunteer members to apply for membership to Standing or Select committees before the second week in January to be presented to the Board at the Regular Meeting on January 16, 2019.*

CARRIED

REPORTS FROM COMMISSIONERS

Commissioner Renwick thanked all the volunteers and staff who helped make the Cultus Lake Christmas event so successful. He noted that the numbers of people attending were around 4,000 more than previous years.

(10) **PUBLIC QUESTION PERIOD**

Q: Bruce Duff, Sunnyside Seasonal Camper – he noted that at the last meeting of the Board he asked that another email be sent out to the Sunnyside Seasonal Campers as he does not believe that the last notice was received by all. He estimates that only a small percentage know about it. He also said that Sunnyside Seasonals should only have to pay a smaller percentage as they only use the site 5/12th of the year.

A: Staff noted that the Seasonal Campers provide their emails at registration and the email list is updated every year.

Chair Lamb noted that any savings we receive on the sewage treatment plant would be returned back. He asked that those people in the audience who did not receive the email to give it to the Acting Manager of Visitor Services, Accommodations and Bylaw Enforcement. He asked that the people attending direct other seasonal camper to our website and that we will put the information on our front page.

Q: Brent Shirley noted that leases are based on the size of the lots. He is paying 32% more on his lease. He would like the lease rates be based on assessed value.

A: Chair Lamb encouraged him to contact staff to discuss this.

Q: Ross Stewart – Sunnyside Seasonal camper. He received notification from his partner on the increase. He noted that they are there only for 6 months of year and then they have to remove everything. He believes that consideration should be made for the costs to be pro-rated. It will be difficult to pay for this increase as he is a senior and on a fixed income.

A: Chair Lamb noted that we have no choice but to protect the Lake and it will funded by the users of the Park. Everyone will need to pay a proportional share

Q: Doug Parks, Seasonal camper noted that many people are not aware this increase is happening. Communications have not been good. He believes this increase is linked to the new Condo development going to hook up to Sunnyside Septic fields. He further asked if the homeowners on lakefront will be paying more the sewer.

A: Chair Lamb stated that the Condo development was never going to hook up to the Sunnyside system. They were to connect with the main septic field behind the Plaza. He further noted that the residential lakefront will be paying a proportional amount.

Q: Jim Nord, Seasonal camper asked if everyone will have to hook up to the sewer.

A: Chair Lamb stated that the Strategic Plan states that everyone in the Park will be hooked up to the new Sewage Treatment Plant.

Q: Bruce Duff asked if there is a plan in place when the campground is 30% empty due to these fee increases.

A: Commissioner Renwick noted that if we cannot rent them out as seasonal sites then we will have to rent them out as nightly sites. There is a demand for camping.

(11) **ADJOURNMENT**

4270-18 Moved by: Commissioner Bauer Seconded by: Commissioner Renwick

***THAT** the Regular Meeting of the Cultus Lake Park Board held on December 12, 2018 be adjourned at 8:15 pm.*

CARRIED

I hereby certify the preceding to be a true and correct account of the meeting of the Cultus Lake Park Board held December 12, 2018.

Joe Lamb
Chair

Bonny Bryant
Chief Administrative Officer
Corporate Officer

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CULTUS LAKE PARK BOARD SPECIAL REGULAR MEETING MINUTES

Wednesday, December 19, 2018
CULTUS LAKE PARK OFFICE BOARDROOM
4165 Columbia Valley Highway, Cultus Lake, BC

Present Commissioner J. Lamb – Chair
Commissioner D. Bauer – Vice-Chair
Commissioner L. Payeur
Commissioner D. Renwick
Commissioner C Smit

Staff Chief Administrative Officer – B. Bryant
Manager of Park Operations – D. Driediger
Manager of Finance – E. Lee
Acting Manager of Visitor Services, Accommodations and Bylaw Enforcement – J. Spencer
Deputy Corporate Officer – K. Ridley
Executive Assistant – R. Litchfield

Regrets

(1) **CALL TO ORDER**

The Chair called the meeting to order at 10:06 am.

(2) **APPROVAL OF AGENDA**

4271-18 Moved by: Commissioner Smit Seconded by: Commissioner Payeur

THAT the Cultus Lake Park Board approve the Agenda for the Special Regular Meeting of the Cultus Lake Park Board for December 19, 2018; and

THAT all delegations, reports, correspondence and other information set to the agenda be received.

CARRIED

(3) **BYLAWS**

(a) **2019 - 2023 Cultus Lake Park DRAFT Financial Plan**

- 2019 - 2023 Financial Plan Bylaw No. 1131, 2018
- Schedule A, 2019 Financial Plan
- Schedule B, Financial Plan

4272-18 Moved by: Commissioner Bauer Seconded by: Commissioner Renwick

THAT the Cultus Lake Park Board give Final reading to Cultus Lake Park 2019-2023 Financial Plan Bylaw No. 1131, 2018.

CARRIED

The Board asked that staff use the Facebook page to get the message to residents and Sunnyside campers.

The Board also asked the Chief Administrative Officer address parking rates at the January meeting.

- (b) **Cultus Lake Park 2019 Levying of Rates Bylaw No. 1132, 2018**
- Cultus Lake Park Levying of Rates Bylaw No. 1132, 2018

4273-18 Moved by: Commissioner Payeur Seconded by: Commissioner Renwick

THAT the Cultus Lake Park Board give Final reading to Cultus Lake Park 2019 Levying of Rates Bylaw No. 1132, 2018.

CARRIED

- (c) **Cultus Lake Park Public Works Capital Reserve Fund Bylaw No. 1133, 2018**
- Cultus Lake Park Public Works Capital Reserve Fund Bylaw No. 1133, 2018

4274-18 Moved by: Commissioner Payeur Seconded by: Commissioner Smit

THAT the Cultus Lake Park Board give Final reading to the Cultus Lake Park Public Works Capital Reserve Fund Bylaw No. 1133, 2018.

CARRIED

- (d) **Cultus Lake Park Fire Department Capital Reserve Fund Bylaw 1134, 2018**
- Cultus Lake Park Fire Department Capital Reserve Fund Bylaw 1134, 2018

4275-18 Moved by: Commissioner Smit Seconded by: Commissioner Bauer

THAT the Cultus Lake Park Board give Final reading to Cultus Lake Park Fire Department Capital Reserve Fund Bylaw No. 1134, 2018.

CARRIED

- (e) **Cultus Lake Park Fire Department Operating Surplus Reserve Fund Bylaw No. 1135, 2018**
- Cultus Lake Park Fire Department Operating Surplus Reserve Fund Bylaw No. 1135, 2018

4276-18 Moved by: Commissioner Smit Seconded by: Commissioner Payeur

THAT the Cultus Lake Park Board give Final reading to Cultus Lake Park Fire Department Operating Reserve Fund Bylaw No. 1135, 2018.

CARRIED

(f) **Cultus Lake Park Community Events and Activities Operating Reserve Fund Bylaw No. 1136, 2018**

- Cultus Lake Park Community Events and Activities Operating Reserve Fund Bylaw No. 1136, 2018.

4277-18 Moved by: Commissioner Bauer Seconded by: Commissioner Smit

***THAT** the Cultus Lake Park Board give Final reading to Community Events and Activities Operating Reserve Fund Bylaw No. 1136, 2018.*

CARRIED

(4) **STAFF REPORTS**

(a) **2019 Standing and Select Committee Terms of Reference**

- Report dated December 19, 2018 from Bonny Bryant, Chief Administrative Officer
- Commercial Leaseholders Committee
- Community Events and Engagement Committee
- Operations and Financial Core Review Committee
- Environmental and Public Area's Planning Committee

4278-18 Moved by: Commissioner Payeur Seconded by: Commissioner Bauer

***THAT** the Cultus Lake Park Board approve the 2019 Standing Committee Terms of Reference for the Commercial Leaseholders Committee.*

CARRIED

4279-18 Moved by: Commissioner Smit Seconded by: Commissioner Payeur

***THAT** the Cultus Lake Park Board approve the 2019 Select Committee Terms of Reference for the Community Events and Engagement Committee.*

CARRIED

4280-18 Moved by: Commissioner Renwick Seconded by: Commissioner Smit

***THAT** the Cultus Lake Park Board approve the 2019 Select Committee Terms of Reference for the Operations and Financial Core Review Committee.*

CARRIED

The Board asked to add two non-voting members of the public to the Environmental and Public Area's Planning Committee Terms of Reference.

4281-18 Moved by: Commissioner Bauer Seconded by: Commissioner Smit

***THAT** the Cultus Lake Park Board approve the 2019 Select Committee Terms of Reference for the Environmental and Public Area's Planning Committee as amended.*

CARRIED

(5) **REPORTS BY COMMISSIONERS**

Commissioner Renwick thanked Kelly Ridley, Deputy Corporate Officer for her years of service as Acting Manager of Visitor Services, Cabins and Campgrounds as well as filling in as Acting Chief Administrative Officer. The Board congratulated her on her retirement.

(6) **PUBLIC QUESTION PERIOD**

(7) **ADJOURNMENT**

4282-18 Moved by: Commissioner Payeur Seconded by: Commissioner Bauer

THAT the Special Regular Meeting of the Cultus Lake Park Board held on December 19, 2018 be adjourned at 10:47am.

CARRIED

I hereby certify the preceding to be a true and correct account of the Special meeting of the Cultus Lake Park Board held December 19, 2018.

Joe Lamb
Chair

Bonny Bryant
Chief Administrative Officer
Corporate Officer

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CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: January 16, 2019 **FILE:**

SUBMITTED BY: Erica Lee, Chief Financial Officer

SUBJECT: 2019 Public Parking Rates

PURPOSE:

To provide the Board with alternatives and a recommendation for Public Parking Rates.

RECOMMENDATION:

THAT the Cultus Lake Park Board approve Option 3

Update Public Parking Rates to:

Summer Rates:

(May long weekend to September long weekend)

- \$5 per hour (max. 2 hours) or \$15 per day Friday through Sunday plus Holidays and,
- \$3 per hour (max. 2 hours) or \$10 per day and Monday through Thursday.

Winter Rates:

(Following the September long weekend through to the May long weekend)

- \$3 per hour (max. 2 hours) or \$10 per day Weekends, Holidays, and Weekdays.

DISCUSSION:

At the December 19, 2018 meeting the 2019-2023 Financial Plan Bylaw No. 1131, 2018 was given Final reading by the Cultus Lake Park Board. During this meeting staff were directed to bring back parking rate options projected to achieve the parking revenue budget of \$676,000.

Staff have developed the following options for the board:

Option 1 – Status Quo

Summer Rates:

(May long weekend to September long weekend)

- \$5 per hour (max. 2 hours) or \$15 per day Monday to Sunday

Winter Rates:

(Following the September long weekend through to the May long weekend)

- \$3 per hour (max. 2 hours) or \$10 per day Weekends, Holidays, and Weekdays.

This was the option that was originally introduced by Staff during the budget presentation on November 21, 2018. Commercial leaseholders voiced concern with this option as they believe the increased parking rates will deter patrons from visiting Cultus Lake. Therefore, staff have developed other options to consider for 2019.

Option 2

Summer Rates:

(May long weekend to September long weekend)

- \$5 per hour (max. 2 hours) or \$15 per day Friday through Sunday plus Holidays and,
- \$4 per hour (max. 2 hours) or \$12 per day Monday through Thursday

Winter Rates:

(Following the September long weekend through to the May long weekend)

- \$3 per hour (max. 2 hours) or \$10 per day Weekends, Holidays, and Weekdays.

Another option is to keep the current daily rate for weekdays, Monday through Thursday, at \$12 unchanged from 2018 parking rates. Alternatively, an increase would be made to parking rates for weekends, Friday through Sunday, and holidays. Staff are suggesting that the original proposal to increase the weekend parking rates remains due to the very high demand for parking at the Lake on the Weekends. This option assumes a small increase in weekly parking due to the price differential from the weekends as well as some other small additional ancillary income.

Option 3

Summer Rates:

(May long weekend to September long weekend)

- \$5 per hour (max. 2 hours) or \$15 per day Friday through Sunday plus Holidays and,
- \$3 per hour (max. 2 hours) or \$10 per day Monday through Thursday

Winter Rates:

(Following the September long weekend through to the May long weekend)

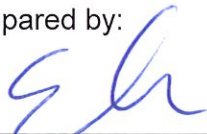
- \$3 per hour (max. 2 hours) or \$10 per day Weekends, Holidays, and Weekdays.

Staff are recommending Options 3 - to reduce the daily parking between Monday and Thursday to \$10 daily and to alternatively increase the rates for summer weekends, Friday through Sunday and holidays. Staff again are suggesting that the weekend parking rates remain at \$15 per day and \$5 per hour due to the very high demand for parking at the Lake on the Weekends. This option assumes a larger increase in weekly parking, compared to option 2, due to the price differential from the weekends as well as some other small additional ancillary income.

STRATEGIC PLAN:

This report does not impact the Board's Strategic Plan Initiative.

Prepared by:



Erica Lee, CPA, CMA
Chief Financial Officer

Approved for submission to the Board:



Bonny Bryant
Chief Administrative Officer

Parking Alternatives 2019

Option 1 - Status Quo Increase Summery Rates to \$15 Daily and \$5 Hourly		Option 2) Increase Summer Weekend/Holiday Rates to \$15 Daily and \$5 Hourly Summer Weekdays, remain at \$12 Daily and \$4 hourly (Assume 5% increase in Weekday Volume and/or alternative income)		Option 3) Increase Summer Weekend/Holiday Rates to \$15 Daily and \$5 Hourly Decrease Summer Weekday Rates to \$10 Daily and \$3 Houly (Assume 15% increase in Weekday Volume and/or alternative income)	
<i>Off Season</i> \$10 per day \$3 per hour		<i>Off Season</i> \$10 per day \$3 per hour		<i>Off Season</i> \$10 per day \$3 per hour	
		<i>Summer WeekDay (Monday-Thursday)</i> \$12 per day \$4 per hour		<i>Summer WeekDay (Monday-Thursday)</i> \$10 per day \$3 per hour	
<i>Summer</i> \$15 per day \$5 per hour		<i>Summer Weekend (Friday - Sunday and Holidays)</i> \$15 per day \$5 per hour		<i>Summer Weekend (Friday - Sunday and Holidays)</i> \$15 per day \$5 per hour	
Lot A, B, Part of C	\$ 605,500	\$ 605,600	\$ 606,300		
Alternative Parking Agreements/Revenue	70,500	70,500	70,500		
Total Revenue	\$ 676,000	\$ 676,100	\$ 676,800		



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: January 16, 2019 **FILE:** 0550-70

SUBMITTED BY: Dave Driediger,
Manager of Park Operations

SUBJECT: 2018 Parking Task Force Committee Chair Recommendations –
Residential Parking

PURPOSE:

To provide the Board with information relative to the 2018 Parking Task Force Committee Chair's recommendations to the Board on residential parking.

RECOMMENDATION:

THAT the Cultus Lake Park Board direct staff to continue issuing residential parking permits as in 2018 but with counterfeit deterrence measures and a validation period of two years rather than one.

BACKGROUND:

At the December 12, 2018 Board meeting the Parking Task Force Committee Chair presented the Parking Task Summary Report along with 11 recommendations to the Board. Of the recommendations, two relate directly to residential parking and include:

1. ***THAT*** Cultus Lake Park continue with the Vehicle Immobilization Device procedures and policy; and
2. ***THAT*** Cultus Lake Park continue issuing residential parking permits on a 2 year basis, with the hanging permits having a counterfeit deterrence system.

DISCUSSION:

The 2019 Bylaw Enforcement budget allows for vehicle immobilization and the Acting Manager of Visitor Services, Accommodations and Bylaw Enforcement will continue the parking program in accordance with the Vehicle Immobilization Device Usage Policy and Procedure.

In 2018, the Park issued four residential parking permits to one registered leaseholder at each residential lease lot; two hangers and two stickers. Previously issued parking permits expired in June of 2018 and the new permits expire on April 30, 2019. At the May 23, 2018 Board meeting, motions were carried directing staff to issue to a maximum of six permits or stickers per residence; and that should a leaseholder require the additional two permits, either residential or guest parking permits they be charged a fee of \$100 per permit.

Following the one year residential parking permit trial project, staff suggests continuing as in the past but as recommended by the Parking Task Force Committee Chair, extending the validation period to two years and including counterfeit measures. The additional \$750 printing cost can be absorbed by the current budget.

STRATEGIC PLAN:

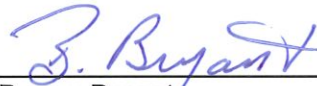
This report does not impact the Board's Strategic Plan Initiative.

Prepared by:



Dave Driediger
Manager of Park Operations

Approved for submission to the Board:



Bonny Bryant
Chief Administrative Officer



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: January 16, 2019 **FILE:** 0550-70

SUBMITTED BY: Dave Driediger,
Manager of Park Operations

SUBJECT: 2018 Parking Task Force Committee Chair Recommendations –
Visitor Parking

PURPOSE:

To provide the Board with information relative to the 2018 Parking Task Force Committee Chair's recommendations to the Board on visitor parking.

RECOMMENDATION:

THAT the Cultus Lake Park Board direct staff to pursue Option #3 below: hire two Parking Lot Attendants to staff parking lots on weekends and statutory holidays from Victoria Day through Labour Day; and

THAT the Cultus Lake Park Board direct staff to pursue Option #7 below: procure sketches of improved layouts for Parking Lots A, B, C and D.

BACKGROUND:

At the December 12, 2018 Board meeting the Parking Task Force Committee Chair presented the Parking Task Summary Report along with 11 recommendations to the Board. Of the recommendations, two relate directly to visitor parking and include:

1. **THAT** Cultus Lake Park have parking attendants in Parking Lots A & B from May until September, on weekends and holidays;
2. **THAT** the Cultus Lake Park Board request staff to report back to the Board regarding separate entrance and exits to public parking lots;

DISCUSSION:

Parking Lot Staffing

During this past summer the Park saw exceptionally high use; parking lots were generally full on weekends and holidays and visitor numbers in July set records. Staff managed the traffic influx along with assistance from the Ministry of Highways, Transportation and Infrastructure, RCMP and the Fraser Valley Regional District. In addition, traffic coordination personnel were hired on an on-call basis to oversee traffic at entrances to Parking Lots A and B on weekends and holidays during July and August. This cost was absorbed by the operational budget. Staff is looking to improve visitor service and parking in the upcoming year through both administration and parking lot design.

The 2019 Public Areas budget has \$12,000 earmarked for Parking Lot Attendants. Like the Parking Task Force Committee, staff anticipates that hiring additional personnel will improve safety and customer service, reduce inappropriate parking and benefit relationships by providing information to guests using parking lots and pay stations. The estimated cost to hire two Parking Lot Attendants for eight hours per day on weekends and holidays is set out below:

- May through September: \$18,480
- Victoria Day through Labor Day: \$14,045
- June 15 through Labor Day: \$11,088

The following options are available to the Board:

1. Status quo; continuing managing parking lots with no Parking Attendants
2. Hire two Parking Attendants May through September
3. Hire two Parking Attendants Victoria Day through Labor Day
4. Hire two Parking Attendants June 15 through Labor Day

Staff recommends Option #3 as this provides coverage during the peak of our operational season.

Parking Lot Design

Parking lot layout is also under review. Both Parking Lots A and B contend with a single entrance/exit and are forced to accommodate two-way traffic along their perimeters. Individual parking lot access points generally allow for smoother traffic flow and lend well to control when volume is at or near capacity. Parking Lot A on Lakeshore Dr. may be readily modified to create a designated exit at the northwest corner allowing vehicles to enter Lakeshore northbound with the flow of traffic.

However, Parking Lot B on Sunnyside Blvd. displays less flexibility. Generally the lot is surrounded by developed land and greenspace and an entrance or exit through residential area is not preferable. None the less, opportunity for improvement exists. Many of the Douglas-fir trees in Lot B are suffering from root compaction and failing. Where failure is imminent, timely removal of merchantable timber may off-set cost of falling and consulting. Staff expects that working with an engineer/architect to maximize safe, efficient use of space will benefit both visitors and the Park. The estimated cost to map, review and re-design a lot is \$12,500 per parking lot.

The following options are available to the Board:

5. Status quo; continue to manage Parking Lots A and B with no change to design
6. Pursue development of individual entrances and exits at Parking Lots A and B
7. Procure sketches of improved layouts for Parking Lots A, B, C and D

Staff recommends Option #7 as it addresses both parking lot access points and overall use of space.

FINANCIAL COMMENT:

The Board approved \$12,000 in the 2019 budget for parking lot attendants. The \$2,045 difference between Option #3 and the total budget can be absorbed by the Public Areas Contract Services budget. An option for funding parking lot design work is to carryforward funds from the \$90,000 budgeted for Lot C improvements. Improvements to Lot C were budgeted to be funded from the Land Sale Reserve in 2018 and as this project is no longer being considered, the Board could consider using these funds to make improvements to other lots.

STRATEGIC PLAN:

This report does not impact the Cultus Lake Park Board's Strategic Plan Initiative.

Prepared by:

Approved for submission to the Board:



Dave Driediger
Manager of Park Operations



Bonny Bryant
Chief Administrative Officer



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: January 16, 2019 **FILE:** 0550-70

SUBMITTED BY: Dave Driediger
Manager of Park Operations

SUBJECT: Annual and Paddling Parking Passes

PURPOSE:

The purpose of this report is to provide the Board with options regarding annual and paddling parking passes.

RECOMMENDATION:

THAT the Cultus Lake Park Board approve Option 1:

Option 1

- \$100 Annual Parking Pass, available to residents of the City of Chilliwack and Electoral H area (proof of residency required). Valid for Lots A & B, one license plate per pass. Sold from the Park Office. Valid for 1 year from date of purchase. Parking is on a first come first serve bases, passes do not guarantee availability.

THAT the Cultus Lake Park Board approve Option 2:

Option 2

- \$200 Annual Parking Pass, available for purchase at the parking meters. Valid for 1 year from date of purchase. Valid for Lots A & B. Parking is on a first come first serve bases, passes do not guarantee availability; and

THAT the Cultus Lake Park Board approve Option 4:

Option 4

- \$25 Paddling Parking Pass, available to members of paddling groups. Valid from April 1 – Sept 30, for Lots A, B & C, one license per pass. Sold at the Park Office. Not valid for Saturdays or Sundays. Parking is on a first come first serve bases, passes do not guarantee availability.

DISCUSSION:

Annual Parking Passes

At the December 12, 2018 Cultus Lake Park Board meeting, staff were directed to bring back options regarding annual parking passes.

See the attachment for previously approved Board motions regarding seasonal parking passes.

The following options are available to the Board:

Option 1

- \$100 Annual Parking Pass, available to residents of the City of Chilliwack and Electoral H area (proof of residency required). Valid for Lots A & B, one license plate per pass. Sold from the Park Office. Valid for 1 year from date of purchase. Parking is on a first come first serve bases, passes do not guarantee availability.

Option 2

- \$200 Annual Parking Pass, available for purchase at the parking meters. Valid for 1 year from date of purchase. Valid for Lots A & B. Parking is on a first come first serve bases, passes do not guarantee availability.

Paddling Parking Passes

The Park currently provides paddling parking passes to paddling clubs with non-profit status, First Nations groups and the Dragon Flyers. Rates are \$50, \$50 and \$250 respectively and stipulations on hours, dates and location vary considerably.

See the attachment for previously approved Board motions regarding paddling parking passes.

In an effort to streamline paddling pass administration and clarify stipulations, staff suggests modifying the current procedure to allow for the registration of individual license plates and eliminate the need for pass hangers. Doing so will allow Lions Parking to incorporate paddling passes in their current parking program. Adjusting the fee structure from one \$50 pass shared by a maximum of four vehicles to \$25 per license plate will further simplify the process. Finally, reducing restrictions on hours and making passes valid across the board for Parking Lots A, B and C, Monday through Friday will provide additional clarity.

While staff recommends Option 4 below, the following options are available for the Board's considerations:

Option 3

- Status quo; continue issuing passes as in 2018.

Option 4

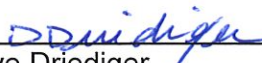
- \$25 Paddling Parking Pass, available to members of paddling groups. Valid from April 1 – Sept 30, for Lots A, B and C, one license per pass. Sold at the Park Office. Not valid for Saturdays or Sundays. Parking is on a first come first serve bases, passes do not guarantee availability.

STRATEGIC PLAN:


This report does not impact the Board's Strategic Plan Initiative.

Prepared by:

Approved for submission to the Board:



Dave Driediger
Manager of Park Operations



Bonny Bryant
Chief Administrative Officer

Attachment #1

Background regarding Seasonal Parking Passes:

At the December 12, 2018 Cultus Lake Park Board meeting, staff were directed to bring back options regarding Seasonal Parking Passes.

At the November 23, 2011 Cultus Lake Park Board meeting, the following motion was passed:

2460-11 Moved by Commissioner Hall / Seconded by Commissioner Woodrow
Seasonal Parking THAT a Seasonal Parking Permit be available to any visitor at a limit of one per
Permits - Amended person, for a fee of \$100.00 from July 1 to September 10, 2012;

AND THAT the Seasonal Parking Permit fee not be pro-rated for any reason;

AND FURTHER THAT the Seasonal Permit Parking be reviewed in October, 2012.

CARRIED

Following this motion, one year passes were available at the cost of \$100 and in 2015, 6 month passes were also introduced at a cost of \$50.

YEAR	ANNUAL PASSES SOLD	6 MONTH PASSES SOLD
2013	12	N/A
2014	53	N/A
2015	9	68
2016	11	89

Background regarding Paddling Parking Passes:

THAT the Cultus Lake Park Board approve paddling groups parking between the following days and hours; from 7:00am to 10:00am 7 days a week and after 6:00pm Monday to Friday; and

THAT the Cultus Lake Park Board approve those paddle groups not currently covered under the exemptions be offered a 6 month parking pass at a cost of \$250; and

THAT the Cultus Lake Park Board approve that each parking pass can register up to 4 license plates on it; and

THAT the Cultus Lake Park Board approve the pass holders be directed to park in Lots A, B or the east side of parking Lot C adjacent to Sunnyside Campground Group site B.

CARRIED April 18, 2018

THAT the Cultus Lake Park Board approve the First Nation Paddlers being offered the same terms and conditions for parking passes as was applied in 2017 being a rate of \$50 per pass.

CARRIED February 2, 2018

THAT the Board approve six (6) month parking passes for registered charitable organizations at a cost of \$50.00 each; and

THAT four (4) license plates are allowed to be registered on each parking pass with one vehicle being able to use it at any one time; and

THAT seasonal registered charitable parking passes use be limited to Monday to Friday, early mornings prior to 10:00 am and evenings after 6:00 pm, and not including statutory holidays; and

THAT the seasonal registered charitable organization parking passes be limited to the parking lots closest to where the registered charitable organization boats are stored and that proof of their registration as a charitable organization be presented prior to issuance of a parking pass.

CARRIED June 21, 2017

THAT staff develop and sell a new parking pass valid from April 1st to September 30th and only available to paddling, sailing and rowing teams; and

THAT for team members to be eligible to purchase a parking pass teams must provide a list of members; and

THAT the cost of a pass be \$500 and valid up to four license plate numbers per pass number; and

THAT staff prorate the price of 2017 passes to \$340 for the loss of two months use.

CARRIED May 24, 2018



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: January 16, 2019

FILE: 0550

SUBMITTED BY: Rachel Litchfield
Executive Assistant

SUBJECT: Multiple Leaseholder Report

PURPOSE:

The purpose of this report is to provide the Board with information regarding Multiple Leaseholders.

RECOMMENDATION:

***THAT** the Cultus Lake Park Board approve the allowance of Multiple Leaseholder Ownership if a leaseholder enters into the New Building Site Lease.*

DISCUSSION:

Presently the Board has two leases that are available to residential leaseholders to enter in. In the 1982 and 2002 Residential Building Site Lease (attachment #1) created in pursuance of the Cultus Lake Park Act as Amended, Clause 12 states:

Except for security purposes to fulfill the requirements of lending institutions, not more than one (1) lot shall be leased to any one person, provided that the Board may by resolution passed by simple majority, lease more than one (1) lot a family for purposes other than a building or a campsite.

Further to this clause in the 1982 and 2002 Residential Building Site Lease on November 25, 2009 due to a few situations such as inheritance, direction of estate planning the Board approved the recommendation that states:

THAT all existing leaseholders who have two or more leases will be grandfathered;
AND THAT for leases that are grandfathered, a note will be placed on the lease file stating that when these properties are sold, transferred or the residence demolished for the construction of a new residence, ownership is required to be transferred to a new name;
AND THAT in cases where there is a purchase and pending sale, the Board will consider allowing the purchaser to keep their previous lease in their name, for a period of time determined by the Board, for the sale and transfer of their existing lease;
AND THAT the current clause number twelve (12) in the Cultus Lake Park Board Building Site Lease Agreement be fully enforced;
AND FURTHER THAT if a lease is inherited the lease will be treated as if it was grandfathered and the above terms will apply to a maximum of two (2) lots.

In 2013 the Cultus Lake Park Board implemented a New Building Site Lease, this lease does not have the clause as stated in the 1982 or 2002 Residential Building Site Lease. The Board may wish to consider allowing leaseholder to purchase more than one property if entering into the new lease.

This option may be an incentive to move leaseholders into the new lease and phase out the 1982 or 2002 Building Site Lease. Currently, we have approximately 321 residents in either the 1982 or 2002 lease and 160 residents in the 2013 or current commencement date version of the new lease (attachment # 2).

The Fraser Valley Regional District Bylaw No. 1375, 2018 (Zoning Bylaw) and Plan Cultus regulates and restricts opportunities for large development within the residential areas, therefor dissolving the opportunity for mass development.

The position of Lease Administrator cannot provide the public with legal advice or opinions, it would be in the best interest for those inquiring for best options to refer to their own legal representation for consideration of choice of lease.

STRATEGIC PLAN:

This report does not impact the Cultus Lake Park Board's Strategic Plan Initiative.

Prepared by:

Approved for submission to the Board:



Rachel Litchfield
Executive Assistant



Bonny Bryant
Chief Administrative Officer

CULTUS LAKE PARK BOARD BUILDING SITE
LEASE

Lease No.

Attachment # 1

THIS INDENTURE made this day of
IN PURSUANCE OF THE CULTUS LAKE PARK ACT AS AMENDED.

BETWEEN:

CULTUS LAKE PARK BOARD, Lessor (hereinafter called the "Board")

OF THE FIRST PART

AND:

Name:

Address:

Occupation:

(hereinafter called the "Lessee")

OF THE SECOND PART

TERM

1. WITNESSETH that the Board under and by virtue of all powers thereto enabling and subject to all the covenants and conditions herein-after reserved and contained, DOth DEMISE unto the Lessee all and singular those lands located in Cultus Lake Park, and described as Lot No. (which lands will hereinafter be referred to as "the Lot"); the term to be from the 16th day of March, A.D. 2002, to the 15th day of March, A.D. 2023, comprised of 21 lease years, each lease year running from March 16th to the following March 15th.

RENTALS

2. YIELDING AND PAYING FOR THE FIRST LEASE year of the said term (the period March 16th, 2002, to March 15th, 2003) rental of DOLLARS (\$.....) of lawful money of Canada, payable on or before March 15th, 2002, and yielding for the succeeding lease years of the term such annual rentals as may be fixed by the Board, the Board on the Lot shall be established by a rent by-law to be passed by the Board on or before January 31st preceding each lease year. In such by-law, the Board shall have discretion to vary rentals as between residential lots, however, such variations shall be based only on uniformly applied rules pertaining to relative lot size and location.

RESERVING ALWAYS unto the Board the right to enter, pass upon, over or under the said lot by its members, servants, agents or duly authorized workmen for the purpose of carrying out any work reasonably necessary for the development, improvement and maintenance of the Cultus Lake Park, or the lot, and for purposes of determining whether any construction on the lot conforms with building by-laws or any other by-laws of the Board.

SUMMER USE ONLY

3. (a) ANY LESSEE who signs a declaration, not later than March 15th, in any one year that he will not occupy the lot between November 1st of that year and May 1st of the following year, shall be allowed to deduct the amount of rebate shown on the Lease notice.

(b) PROVIDED THAT any leaseholder who has received a Summer Use Only Rebate and after that desires to occupy the lot after October 31st of that year, or before May 1st of the following year, must apply for permission to do so to the Board and with his application must tender the amount of the rebate.

(c) ANY LESSEE who has received the summer rebate and without first obtaining permission from the Board, occupies the lot after October 31st of that year, or before May 1st of the following year, shall be liable to a penalty of TWENTY (20%) PER CENT of the gross rental together with the amount of the rebate he was granted. Failure to pay the penalty and the rebate forthwith shall be grounds for termination of the lease.

(d) PERMISSION for all-year occupancy of any lot formerly occupied as a summer lease shall not be granted unless the buildings and improvement thereon conform to the building by-laws of the Cultus Lake Park Board from time to time in force, and the decision of the Board in determining whether the buildings and improvements so comply shall be final.

(e) FOR PURPOSES of this clause, occupancy by the Lessee shall be deemed to include occupancy by the Lessee, by a sub-tenant or licensee of the Lessee, or by anyone else with or without the Lessee's permission.

4. THE BOARD will, not later than the 1st day of February in each year of the term herein granted, send to the Lessee by prepaid mail directed to his last known address in the form approved by the Board a statement showing the amount of rental and other charges to be paid by the Lessee for the next succeeding lease year.

LESSEE'S COVENANTS

5. THE LESSEE HEREBY COVENANTS with the Board as follows:

(a) TO pay rent at the time and manner aforesaid.

(b) TO pay all other charges lawfully levied by the Board pursuant to The Cultus Lake Park Act and Amendments thereto and without limiting the foregoing, to pay rates for water, street lighting, garbage collection, fire protection, security and dog control, and annual sewer maintenance charges as may be imposed by the Board or the Regional District of Fraser Cheam.

(c) TO observe and to obey all of the by-laws of the Cultus Lake Park Board.

(d) NOT to carry on any business on the lot or buildings located thereon.

(e) TO leave the lot in good repair, in a state satisfactory to the Board.

(f) NOT to erect, construct, or build any additional dwellings, additions or renovations to existing structures on the lot to a value such as would require a building permit without first obtaining written permission from the Board.

(g) TO keep the exterior of any structures on the lot, and the lot itself in a neat, orderly, clean and sanitary condition in a manner satisfactory to the Board, PROVIDED that the Board may give THIRTY (30) DAYS written notice to the Lessee of any infraction of the stipulations in this paragraph contained, and in the event that such infraction shall continue after the time limited within such notice, the Board may clean up the lot, and exterior of the structure or structures or make the necessary improvement and charge the leaseholder the sum specified in the said notice and in the event that the said sum is not paid to the Board within THIRTY (30) DAYS of such notice, it shall be deemed to be rent in arrears and carry with it all the incidents and remedies attaching by law to rent in arrears.

(h) TO terminate any sub-tenancy if requested to do so by the Board.

(i) TO pay all taxes, rates, duties and assessments whatsoever now charged or hereafter to be charged upon the leasehold lands and any improvements thereon.

TRANSFER OR ASSIGNMENT OF LEASE

6. (a) EVERY application for a transfer or assignment of this Lease shall be in writing in a form prescribed by the Board, and shall be filed with the Secretary of the Board together with the Lessee's copy of the Lease and a transfer fee in the sum of SEVENTY-FIVE (\$75.00) DOLLARS, together with such inspection fee as may be prescribed by regulation of the Board.

(b) THE Secretary of the Board shall present each such application for assignment or transfer to the Board for consideration at the next meeting of the Board.

(c) THE Board may in its absolute discretion approve or reject any such application for assignment or transfer.

(d) IN the event that such assignment or transfer of Lease is approved by the Board, the Secretary shall retain the original copy of the Lease and issue a Lease to the Transferee for the balance of the term then remaining, and forthwith inform the Lessee of the decision of the Board; and in the event the Board shall refuse such transfer of the Lease, refund the transfer fee to the Lessee, however, the inspection fee shall not be refunded to the Lessee.

(e) NOTWITHSTANDING the provisions of clause "6(a)" hereof, applications for the following transfers shall not require a payment of a transfer fee, that is to say:

(i) Transfers between husband and wife;

(ii) Transfers between a man and a woman who have lived together as man and wife for a period exceeding two (2) years;

(iii) Transmission of the Lease to a surviving joint tenant on the death of one of the joint tenants;

(iv) Transmission of the Lease to the Executor or Administrator of a deceased leaseholder;

(v) Transmission of the Lease from the Executor or Administrator of a deceased leaseholder to a beneficiary of his estate;

(vi) Transfer of the Lease to a lending institution for security purposes, or re-transfer back from the lending institution to the Lessee.

However, in these cases, a processing fee of TWENTY-FIVE (\$25.00) DOLLARS shall be paid.

(f) THE Board shall have the right to change the transfer fee and processing fee every five (5) years to bring them into line with inflationary change and for this purpose, changes in the Vancouver Consumer Price Index shall be used as a standard for comparison.

RENTAL DEFAULT

7. (a) IN the event the Lessee shall have failed to tender the amount of the rental and other charges by March 15th in any year, including any charges arising out of paragraph 5(g) remaining unpaid, the premises herein demised shall in the discretion of the Board be declared to be vacant and a written notice shall be sent to the delinquent Lessee not later than the 20th day of March in the same year by prepaid registered mail directed to the delinquent Lessee at his address as shown on the former Lease.

(b) SHOULD the delinquent Lessee make payment to the Board not later than the 15th day of June of the same year, or such later date as the Board may fix, tendering the full amount of the rental and other charges plus a delinquent fee of TEN (10%) PER CENT of the total rent and other charges, then the Lease shall be deemed to be in good standing.

(c) SHOULD the Lessee fail to make full payment by the 15th day of June, or such later date as the Board may fix, the Lessee shall forfeit the Lease absolutely and all rights and privileges hereby conferred shall be deemed to be void and of no effect without any actual re-entry by the Board or other proceedings whatever, and in that event the Lease rights together with all buildings and other improvements located upon the lot shall be offered for sale by public auction as follows:

(Continued on Back)

- (i) No notice of such sale shall be required, provided that the Board may in its discretion advertise such sale in any newspaper circulating in the City of Vancouver and/or the District of Chilliwack, for such length of time as the Board may in its sole discretion decide upon.
- (ii) The Secretary of the Board or such other person appointed by the Board shall act as auctioneer.
- (iii) There shall be an upset price consisting of rental and other charges fixed by the Board for the lease year commencing on the 15th day of March preceding the date of sale and a delinquent fee of FIFTEEN (15%) PER CENT of the amount last mentioned and the advertising and other costs incurred in connection with the sale and a transfer fee of SEVENTY-FIVE (\$75.00) DOLLARS.
- (iv) The highest bidder shall be the Purchaser and in the event that there is no bid equal to the upset price, or no bid, the Board shall be declared to be the Purchaser.
- (d) EVERY Purchaser other than the Board shall at the time of the sale sign an application for assignment of the balance of the lease term commencing on the date of the purchase.
- (e) ANY surplus money received by the Board over and above the upset price shall be repaid to the defaulting Lessee without interest, provided that he make written application for such excess not later than one (1) year following the sale.

TERMINATION

8. WHERE the Board, in its entire discretion, determines that it requires the Lot for Park purposes, such as beaches, playgrounds, concession space, road, lane, fire access, or other Park purposes, then the Board may terminate any lease, subject however, to the following provisions, namely:

- (a) THE BOARD shall give notice of such termination in writing personally to the Lessee or by prepaid registered mail directed to the Lessee at his last known address not later than the 1st day of May in any year and effective March 15th of the following year, and the Lessee may either:
 - (i) Remove any buildings or other structures which have been placed on the lot by the Lessee, or which are owned by the Lessee, not later than the 15th day of March of the following year, or,
 - (ii) May call upon the Board to compensate him for the value of his lease rights, and of his buildings and improvements located on the lot, such value to be determined on the basis of the fair market value of the lease rights, buildings, and improvements as of the date of the notice of termination, the valuation to be made as if the lease had not in fact been terminated; and the Board shall pay such fair market value to the Lessee either on March 15th of the year following notice or at such time as may be agreed upon between the Board and the Lessee. In the event that the parties shall be unable to agree as to the amount of such compensation the amount shall be fixed by arbitration under the provisions of the Arbitration Act of British Columbia.
- (b) WHERE the Board gives notice of termination of this Lease, the Lease shall be deemed to be null and void on the 15th day of March of the year following such notice.
- (c) WHERE the Board exercises its power to terminate pursuant to this clause at any time when the Lease is not in good standing for any reason, the Board shall deduct from the fair market value arrived at by agreement or by arbitration as the case may be, an amount equal to the total amount of rental in arrears together with a delinquent fee of TEN (10%) PER CENT thereon as liquidated damages for such default.

9. THE LESSEE may terminate this Lease on giving SIX (6) MONTHS written notice mailed by prepaid registered mail or delivered to the Board, and, at any time within such notice period, the Lessee may remove any buildings or structures which have been purchased or placed on the lot by the Lessee; provided that if the Lessee fails to remove such buildings or structures within the notice period; then such buildings and structures shall be deemed to be the property of the Board and the Board may deal with them whether by way of removal, destruction, renovation, or sale, as the Board in its entire discretion deems advisable, and the Board shall not be responsible or accountable to the Lessee for any loss to the Lessee arising out of the Lessee's failure to remove such buildings or structures.

10. (a) PROVIDED always and it is expressly agreed that in the case of the breach or non-performance of any of the covenants or agreements herein contained on the part of the Lessee, his executors, administrators, sub-tenants or assigns, including all those covenants referred to in clause "5" hereof, then it shall be lawful for the Board, or its successors or assigns at any time thereafter to re-enter the demised lands and premises and the same to again repossess and enjoy as of the Board's former estate, anything herein to the contrary notwithstanding.

(b) AND UPON such re-entry by the Board, the Board may offer the Lease rights, together with all buildings and other improvements located on the lot and owned by the Lessee for sale by public auction, the sale to be conducted by the Secretary of the Board or other person appointed by the Board. No notice of such sale shall be required; provided that the Board may in its discretion advertise such sale in any newspaper circulating in the City of Vancouver and/or the District of Chilliwack for such length of time as the Board may in its sole discretion decide upon. On such sale the highest bidder is to be accepted as purchaser of the buildings and improvements and as Assignee of the unexpired term of the Lease, any monies received by the Board on such sale, over and above the Board's legal costs, advertising expenses and a delinquency fee of FIFTEEN (15%) PER CENT (payable as liquidated damages to the Board) of the total sale price shall be repaid to the defaulting Lessee without interest provided that he make written application for such excess not later than one (1) year following such sale, failing which application such excess shall be deemed to be the property of the Board.

RENEWAL

11. (a) PROVIDED that if the Lessee has duly and regularly paid the rent and other charges and observed and carried out all the terms and conditions herein contained, the Lessee shall have the option to renew the Lease for a further term of TWENTY-ONE (21) YEARS from the expiration of the term herein on the same terms as are contained herein, including the option to renew, provided that prior to the expiration of the term herein demised the Lessee gives to the Board ninety (90) days notice in writing to renew the Lease.

(b)(i) NOTWITHSTANDING the provisions of clause "11(a)" hereof, the Board shall have the right to refuse to renew the within Lease at the expiration of any given TWENTY-ONE (21) YEAR term where the Board, in its entire discretion, determines that it requires the Lot for Park purposes, such as beaches, playgrounds, concession space, road, lane, fire access, or other Park purposes. The Board shall give notice of such refusal to renew in writing personally to the Lessee or by prepaid registered mail directed to the Lessee at his last known address during the last year of the term and not later than the 1st day of May in that year and effective March 15th of the following year.

(ii) Not later than March 15th of the year following such notice, the Lessee may remove any buildings or other structures which have been placed on the Lot by the Lessee, or alternatively, the Lessee may call upon the Board to compensate him for the value of his lease rights and of his buildings or improvements located on the lot, such value to be determined on the basis of the fair market value of the lease rights, buildings, and improvements as of the date of the notice of refusal to renew, the valuation to be made as if the Board had not in fact refused to renew the Lease, and the Board shall pay such fair market value to the Lessee either on March 15th of the year following notice or at such time as may be agreed upon between the Board and the Lessee. In the event that the parties shall be unable to agree as to the amount of such valuation the amount shall be fixed by arbitration under the provisions of the Arbitration Act of British Columbia.

(iii) Where the Board gives notice of refusal to renew, the Lease shall be deemed to be null and void on the 15th day or March of the year following such notice.

(iv) Where the Board exercises its power to refuse to renew at a time when the Lease is not in good standing for any reason, the Board shall deduct from the fair market value arrived at by agreement or by arbitration as the case may be, an amount equal to the total amount of rental in arrears together with a delinquent fee of TEN (10%) PER CENT thereon as liquidated damages for such default.

GENERAL CONDITIONS

12. EXCEPT for security purposes to fulfill the requirements of lending institutions, not more than one (1) lot shall be leased to any one person, provided that the Board may by resolution passed by simple majority, lease more than one (1) lot to a family for purposes other than a building or a camping site.

13. NO person under the age of NINETEEN (19) YEARS shall be a Lessee.

14. THE exterior of all dwellings or structures commenced upon the lot shall be completed within such period of time as is specified in the Cultus Lake Park Board Building By-law. There shall be no transfer or assignment of a Lease for a lot with an uncompleted building, without permission of the Board, unless the outside of the building is completed in accordance with the building plans as approved by the Board, or by the Board's duly appointed agent.

15. ANY LESSEE placing a mortgage upon or selling his equity in a house or improvements on any lot shall file with the Board a copy of each document pertaining to such mortgage or sale of equity for purposes of recording same in the lease file and for the information of the Board, and the Lessee shall pay to the Board a processing fee of TWENTY-FIVE (\$25.00) DOLLARS for each document. The Lessee may at any time file an application for transfer of the Lease to the Purchaser of the equity of the Lessee, but in any event until a transfer or assignment is approved by the Board, the Lessee shall remain and be fully responsible to the Board for the observation of all covenants, conditions and stipulations contained or referred to in this Indenture. Where this clause applies then, for purposes of clauses 4, 7, 8, 9, 10 and 11, any payments to be made to a Lessee shall be made to the Lessee and Purchaser jointly, and any notices to be given to the Lessee shall be given to both the Lessee and to his Purchaser, subject to any written agreement to the contrary between the Lessee and his Purchaser on file with the Board. Where this clause applies, any rebate claimed under clause "3" shall be granted to the person actually paying the lease rent. Where this clause applies, either the Lessee or his Purchaser may give the Board the notice in writing required in clause "11" hereof to renew the Lease.

16. WHEREVER the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors or assigns of the parties hereto and each of them (where the context or the parties so require).

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL of the Lessor is hereunto affixed in the presence of its proper officer.

SIGNED, SEALED AND DELIVERED by the Lessee in the presence of:

Witness

Address

Occupation

RESIDENTIAL BUILDING SITE LEASE

Lease No. _____

Lease Commencement Date: **eg: NOVEMBER 19, 2015**

Lease Termination Date: **NOVEMBER 18, 2035**

This Lease, dated the ____ day of _____, _____ is made

BETWEEN: **CULTUS LAKE PARK BOARD** with their main address located at:

4165 COLUMBIA VALLEY ROAD, CULTUS LAKE BC V2R 5B5
(the "Board")

AND:

_____ with their main address located at:

(the "Lessee")

WHEREAS:

- A. The City of Chilliwack is the registered owner of certain lands and premises defined as "Park" in the Cultus Lake Park Act, SBC Chapter 63 (which Act, as amended from time to time, is hereinafter called the "Act"), which lands and premises are hereinafter called "Cultus Lake Park";
- B. The City of Chilliwack holds title to the lands comprising Cultus Lake Park in trust for park purposes;
- C. The Act empowers the Board to manage, maintain and improve Cultus Lake Park and the Act further specifically empowers the Board to lease building sites within Cultus Lake Park for private or public use for a period not exceeding twenty-one (21) years; and
- D. The Board has agreed to lease a building site within Cultus Lake Park to the Lessee on the terms and conditions hereinafter provided.

DEMISE AND TERM

1. The Board hereby leases to the Lessee and the Lessee hereby leases from the Board all and singular those lands located within Cultus Lake Park known and described as Lot _____ (the "Lot") for a term commencing on the Lease Commencement Date and ending on _____ (the "Term"), on and subject to the covenants and agreements contained in this Lease.

BASE RENT AND ADDITIONAL RENT

2. The Lessee shall pay the Board as base rent hereunder, the sum of _____ 00/100 DOLLARS (\$_____) per annum ("Base Rent") annually, in advance, on, or before the 15th day of March in each such year throughout the Term.
3. The Lessee shall also pay, as additional rent hereunder (collectively, the "Additional Rent"), either to the Board or directly to the applicable authority, as the case may be, when the same are due and payable in each case all amounts referred to in this Lease as Additional Rent plus all taxes, rates, duties,

levies and assessments lawfully charged by the Board, the Fraser Valley Regional District, the Province of British Columbia and any other municipal, regional or provincial authority having jurisdiction, including, without limitation, property taxes, school taxes, rates for provision of utilities such as water and sewer, street lighting, garbage collection and fire protection and capital reserves.

COVENANTS OF THE LESSEE

4. In addition to any other covenant of the Lessee contained in this Lease, the Lessee hereby covenants in favor of the Board as follows:

- (a) to pay Base Rent and Additional Rent at the times and in the amounts provided for in this Lease;
- (b) to use the Lot and any buildings or other improvements thereon for residential or recreational purposes only and not for any other purpose including any business or commercial purpose, without the prior written consent of the Board;
- (c) not to erect, construct, or build any additional dwellings, additions or renovations to existing structures on the Lot without first obtaining written permission from the Board;
- (d) not commit or permit to be committed waste upon the Lot, or nuisance or other thing that may disturb or interfere with the use or enjoyment by any other tenant in the Park;
- (e) to comply with all bylaws, rules and regulations of the Board;
- (f) to forthwith pay any fine, penalty or other levy whatsoever imposed or levied against the Lessee for failure to comply with any of the Board's bylaws, rules and regulations; and
- (g) to keep the exterior of any structures on the Lot in good repair and in a safe condition and to maintain the Lot in a neat, orderly, clean and sanitary condition in a manner reasonably satisfactory to the Board.

LANDLORD'S RIGHT TO PERFORM LESSEE'S COVENANTS.

5. If the Lessee fails, refuses or neglects to satisfy any of the Lessee's covenants hereunder to the reasonable satisfaction of the Board and such failure persists following 10 days written notice from the Board (or such lesser notice period as is reasonable in the event the Lot or any structure thereon is in an unsafe condition), then the Board may itself satisfy the Lessee's obligation without liability to the Lessee (including the Board's negligence and the negligence of other parties for whom the Board is responsible in law) for any loss or damage that may accrue to the Lessee by reason thereof, and upon completion thereof, the Lessee will pay the Board, as Additional Rent, the Board's actual reasonable costs in the circumstances plus 25% of such costs, immediately upon presentation of an invoice for such costs.

LEASE ASSIGNMENT AND MORTGAGES OF LEASE

6. Provided the Lessee is not then in default hereunder, the Lessee shall be entitled to assign this Lease provided that the Lessee first obtains the Board's prior written consent to the assignment, which consent shall not be unreasonably withheld or delayed and provided the Lessee pays the Board's then applicable administration fees, as set from time to time by the Board by bylaw (the "Administration Fees"). Every application for an assignment of this Lease shall be in writing in a form prescribed by the Board, from time to time, and shall be filed with the Secretary of the Board together with the Lessee's copy of the Lease and payment of the Administration Fees. In the event that such assignment or transfer of Lease is approved by the Board, the Secretary shall retain the original copy of the Lease and issue a Lease to the assignee for the balance of the Term then remaining, and forthwith inform the Lessee of the decision of the Board. In the event the Board refuses to provide its consent to the proposed assignment the Board shall forthwith advise the Lessee and the Board shall refund the Administration Fees to the Lessee.

7. The Lessee shall be entitled to grant a mortgage of its leasehold interest without the consent of the Board. It is the Board's current practice to accept mortgages of lease for filing at the Board's offices upon payment of the Board's standard fee in that regard, but the Board accepts no responsibility or

obligations with respect thereto other than any responsibilities or obligations expressly accepted by the Board in any agreement executed by the Board in favor of a mortgage lender.

COVENANTS OF THE LESSOR

8. The Lessor covenants with the Lessee that if the Lessee pays all rent hereby reserved and performs the other covenants herein on its part contained, then the Lessee shall, subject to the terms of this Lease, and subject to compliance by the Lessee with the terms of any encumbrances filed against title to the Lot at the Board's offices, peaceably possess and enjoy the Lot for the Term without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by, from or under it. The Lessee acknowledges that it is the Lessee's responsibility to make itself aware of the terms of any encumbrances filed against title to the Lot at the Board's offices and that the Board has no obligation to make the Lessee aware of any such encumbrances other than to provide copies of any such encumbrances to the Lessee, or its agent, when requested to do so and upon receipt by the Board of the Board's then applicable fees for provision of this information.

LESSEE'S DEFAULT AND LANDLORD'S RIGHT OF RE- ENTRY AND TERMINATION

9. If the Lessee fails to pay any rent when due, whether or not demanded by the Board, or if the Lessee fails to observe or perform any of its other obligations under this Lease, and the Lessee has not, within 10 days after notice from the Board specifying the default, cured the default or if the default is of a nature such that it should reasonably require a longer period to cure, then if the Lessee has not commenced to cure and diligently pursues the curing of the default, then the Board, in addition to any other right or remedy may:

- (a) re-enter the Lot and remove all persons and personal property therefrom and the personal property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Lessee, all without service of notice or resort to legal process and without the Board being guilty of trespass or becoming liable for loss or damage occasioned by any of those actions. In the event the Lessee fails or refuses to pay all storage costs or to reclaim any such personal property within 90 days of the date of removal then the Board shall be at liberty to dispose of all such property without any obligation to account to the Lessee therefor; and
- (b) terminate this Lease and all of the Lessee's rights under it with respect to the Lot and all improvements thereon.

BOARD'S RIGHT OF TERMINATION IF LOT REQUIRED FOR PARK PURPOSES

10. If the Board, in its absolute discretion, determines that it requires the Lot for Park purposes, such as for beaches, playgrounds, concession space, road or lane creation or expansion, fire access, or other Park purposes, then the Board may terminate this Lease, subject however, to the following provisions, namely:

- (a) the Board shall give notice of such termination in writing personally to the Lessee (the "Termination Notice") or by prepaid registered mail directed to the Lessee at its last known address not later than the 1st day of May in any year with such termination to be effective March 15th of the following year (the "Termination Date"); and
- (b) in such an event, subject to the Lessee's right to compensation described in paragraph 11, this Lease shall terminate with effect from 12:00 p.m. on the Termination Date and the Lessee shall surrender vacant possession of the Lot and all buildings and improvements thereon to the Board in the condition described in paragraph 4 and all such buildings and improvements shall become the property of the Board.

11. In the event of termination of this Lease by the Board in the manner described in paragraph 10, the Board shall be required to compensate the Lessee for the value of the Lease, including all buildings and other improvements on the Lot, such value to be determined on the basis of the fair market value of the Lease and all buildings and other improvements on the Lot as of the date of the Termination Notice, the valuation to be made as if the Lease had not in fact been terminated ("Fair Market Value"). If the parties are unable to agree on the Fair Market Value within 120 days of the date of the Termination Notice, then the Fair Market Value shall be the median of 3 appraisals of the Lease. Each party shall appoint 1 appraiser, being a member in good standing of the Real Estate Appraisal Institute of B.C. and the 3rd appraiser shall be appointed by the other 2 appraisers. The agreed upon or otherwise determined Fair Market Value shall be paid to the Lessee not more than 7 days following the Termination Date. The Board shall be able to set off as against this payment, any sums owing to the Board by the Lessee hereunder, including, without limitation, any losses, costs or expenses incurred or suffered by the Board resulting from the Lessee's failure to surrender the Lot in the condition described in subparagraph 10(b).

LESSEE'S RIGHT OF TERMINATION

12. The Lessee may terminate this Lease at any time during the Term on giving six (6) months written notice mailed by prepaid registered mail or delivered to the Board, and, at any time within such notice period, the Lessee may remove any buildings or structures which have been purchased or placed on the Lot provided that if the Lessee fails to remove such buildings or structures within the notice period then such buildings and structures shall be deemed to be the property of the Board.

OPTION TO RENEW

13. Provided the Lessee pays all rent hereby reserved and provided the Lessee has not otherwise been in breach of its obligations hereunder in any material respect through the Term, then the Lessee shall have the option to renew this Lease for a further term of twenty-one (21) years commencing from the day immediately following the end of the Term, provided that prior to the expiration of the Term the Lessee gives to the Board ninety (90) days written notice of its intention to renew the Lease. The renewal Lease shall contain a further twenty-one (21) year option to renew and shall otherwise be on the Board's then standard form of Lease.

GENERAL

14. This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.

15. This Lease shall be binding upon and ensure to the benefit of the parties and their respective heirs, administrators, successors and permitted assigns.

16. If two or more individuals comprise the Lessee, then the liability of each individual, to pay Rent and perform all other obligations of the Tenant under this Lease is joint and several.

17. This Lease contains all the representations, warranties, covenants, agreements, conditions and understandings between the Board and the Lessee concerning the Lot or the subject matter of this Lease.

18. Time shall be of the essence in this Lease.

19. Any notice or other communication required or permitted to be given under this Lease will be in writing and will be considered to have been given if delivered by hand or mailed by prepaid registered post in Canada to the address of the Lessee appearing on page 1 of this Lease or to the Board, to the Board's administrative offices.



CULTUS LAKE PARK

REPORT/RECOMMENDATION TO BOARD

DATE: January 16, 2019 **FILE:** 0550

SUBMITTED BY: Paul Holman
Special Events Coordinator

SUBJECT: Special Event: Vedder Mountain Bike Festival

PURPOSE:

To provide the Board with information relating to the Special Event Application for the Vedder Mountain Bike Festival, proposed to take place May 11 and 12, 2019.

RECOMMENDATION:

***THAT** the Cultus Lake Park Board approve the Special Event Application for the Vedder Mountain Bike Festival held from May 11 and 12, 2019 provided the Special Occasion License to operate a beverage garden be granted by the BC Liquor Control and Licensing Branch.*

DISCUSSION:

The Fraser Valley Mountain Bikers Association event organizers have applied for a Special Event approval for the 4th Annual Vedder Mountain Bike Festival on May 11 and 12, 2019.

The Special Event requires Board consideration with regards to the requested beverage garden. A beverage garden was approved by the Board for the 2016, 2017 and 2018 events.

The estimated number of participants is 400 and will welcome approximately 50 spectators and 30 volunteers. The event organizers will be working with the Lakeside Beach Club for food sales and an after party. They are promoting the Park's accommodation facilities (Sunnyside Campground and Cabins at Cultus Lake Park) to event participants.

The event organizers will be applying for a Special Occasion License (SOL) through the Liquor and Cannabis Regulation Branch (BCLCRB) for the operation of the beverage garden. The BCLCRB approval will require that all regulations be in effect, including security, fencing and licensed servers. The RCMP will be made aware of the SOL and may, from time-to-time, be present at the event in addition to security personnel. The SOL requests that organizers provide access to food sales to accompany the provision of a beverage garden.

Beverage Garden Details

- Entire beverage garden will be fenced with orange snow fencing and rebar (with caps).
- No minors will be permitted in the beverage garden (need to be 19+ years of age).
- The entrance/exit will be manned by a professional security guard, who will be in charge of monitoring numbers and checking IDs.

- The beverage garden dimensions will be 100 feet by 50 feet, with a max capacity of 300.
- The required signage will be posted, which includes: no minors, drink prices, drink limits per purchase, serving hours, entrance/exit.
- Beverage garden serving hours will be as follows – Saturday: 12 – 6 p.m. and Sunday: 1 – 6 p.m.
- Beverage service will be provided by Old Yale Brewing.
- Special Event Server Certificate or Serving it Right Certificate will be provided to the Park office no later than five business days prior to the event.

Security will be present overnight, so that vendors can leave their tents set up at the event area.

Streetwise Traffic Controllers will be utilized for the race route along Columbia Valley Highway and Sunnyside Boulevard. Notices including details pertaining to the moving road closures will be distributed on community bulletin boards, the Cultus Lake Park website, and the RSS feed.

Event participants are aware that parking fees will be in effect.

Professional first aid attendants will be on site for the event duration.

Event organizers and volunteers will be responsible for garbage removal during and after the event.

Event organizers are required to submit applicable insurance, naming Cultus Lake Park as an additional insured, at least five days prior to the event date.

A \$1,000 security deposit is required to be provided by the event organizer at least five days prior to the event date.

The \$100 Special Event Application Fee has been paid.

As there were no damages and the grounds and facilities were left in good condition from the 2018 event, staff recommends that this event be approved by the Cultus Lake Park Board for 2019.

STRATEGIC PLAN:

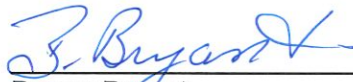
This report does not impact the Cultus Lake Park Board's Strategic Plan Initiative.

Prepared by:



Paul Holman
Special Events Coordinator

Approved for submission to the Board:



Bonny Bryant
Chief Administrative Officer



October 26, 2018

RE: 2019 Vedder Mountain Bike Festival Event Details

To the Cultus Lake Park Board and Staff,

The Vedder Mountain Bike Festival has been held for three consecutive and successful years in Cultus Lake. The Fraser Valley Mountain Bikers Association (FV MBA) would like to again stage this event out of Main Beach on the weekend of May 11th – 12th, 2019. The main event area will include: demos and vendors, a beverage garden, Lakeside Beach Club food stand, registration, an awards podium and the race finish.

Mountain bike races will be taking place on the Vedder Mountain trail network on both the Saturday and Sunday. There will be two main races during the event: the Vedder Mountain Classic (Saturday), and the BC Enduro (Sunday). Both of these are established, annual races involving sponsored athletes. However, the Vedder Mountain Bike Festival is not just an event for racers and serious athletes: the Festival's group rides, bike demos, prize giveaways, kids race, beverage gardens, after party, and countless other entertaining events appeal to a much wider demographic, including families, casual bike riders, and general outdoor enthusiasts.

Community engagement and support will again be a key focus for event organizers. Sunnyside Campground and the Cultus Lake Cabins are being promoted as the main accommodation choices for participants. In addition, the Lakeside Beach Club is sponsoring the event, providing food on site and also hosting the after party. Being scheduled in early May, the Vedder Mountain Bike Festival will bring visitors and revenue into the Cultus Lake Community outside of the busy season. Our goal is for the Vedder Mountain Bike Festival to be an annual event, running on a long-term basis, similar to the "Around the Lake" race.

Sincerely,

Meghan Jackson
Event Organizer

