



RECREATION ADVISORY COMMITTEE
REVISED AGENDA
CITY OF MERRITT

August 22, 2024

6:00 pm

COUNCIL CHAMBERS, CITY HALL
2185 Voght Street
Merritt, B.C

Mission Statement: *The City of Merritt is a progressive, attractive, economically viable City that is socially responsible and environmentally sustainable.*

Pages

1. CALL TO ORDER

1.1 Land Acknowledgement

We would like to begin this meeting by acknowledging that we are gathered on the traditional, ancestral and unceded territories of the Nlaka'pamux and Syilx people.

2. ADOPTION OF MINUTES

2.1 Recreation Advisory Committee Minutes - July 11, 2024

1

Recommendation:

THAT the Minutes of the Recreation Advisory Committee held on July 11, 2024 be adopted.

3. GENERAL MATTERS - Delegations and Recognitions

4. UNFINISHED BUSINESS

4.1 Pickleball Lease

5

4.2 Merritt and District Tennis Lease

11

5. NEW BUSINESS

5.1 Rec Advisory Building Cost Info

16

Mr. D. Zakall and Mr. K. Natkinniemi to present.

6. NEXT MEETING

7. TERMINATION OF MEETING



MINUTES
CITY OF MERRITT
RECREATION ADVISORY COMMITTEE

July 11, 2024
5:30 pm
COUNCIL CHAMBERS, CITY HALL
2185 Voght Street
Merritt, B.C

PRESENT: **Ms. A Douthwright, Chair**
 Mayor M. Goetz
 Ms. L. Dewinter (arrived at 5:35 pm)
 Mr. J. Halverson
 Ms. B. Porada

IN ATTENDANCE: **Ms. C. White, CAO**
 Ms. L. Brick, Director of Corporate Services
 Mr. D. Zakall, Director of Community Services
 Ms. A. Gush, Committee Clerk

1. CALL TO ORDER

Mayor Goetz called the meeting to order at 5:31 pm.

1.1 Land Acknowledgement

We would like to begin this meeting by acknowledging that we are gathered on the traditional, ancestral and unceded territories of the Nlaka'pamux and Syilx people.

2. ADOPTION OF MINUTES

Nil

3. GENERAL MATTERS - Delegations and Recognitions

Nil

4. UNFINISHED BUSINESS

Nil

5. NEW BUSINESS

5.1 Election of Chair

THAT Amy Douthwright be voted in as Chair.

Moved, Seconded, CARRIED

5.2 Review of Terms of Reference

Committee to review Recreation Advisory Committee Terms of Reference.

Review Committee duties as outlined in the Terms of Reference

CAO White made introductory comments outlining the roles and responsibilities of the Recreation Committee.

Ms. L. Dewinter joined at 5:35 pm.

Ms. L. Dewinter spoke on the possibility of Elder attendance at future meetings. Suggestions were provided by CAO White and Mayor Goetz.

CAO White left the meeting at 5:53 pm.

THAT the Committee will meet once per month until budget review in October.

Moved, Seconded, CARRIED

5.3 Pickleball Club Lease

Referred for review to the Recreation Advisory Committee from the Policy Review Committee on April 18, 2024.

The Committee reviewed the Pickleball Lease; discussions ensued around public access, expansion costs, responsibility of maintenance, and fund recovery.

Mr. J. Halverson highlighted the substantial growth of the association, the work of volunteers, and the ever-growing need for more space.

5.4 Tennis Club Lease

Referred for review to the Recreation Advisory Committee from the Policy Review Committee on April 18, 2024.

The Committee discussed the state of the tennis courts highlighting the need for relocation of the courts and club house due to ongoing erosion caused by constant water exposure at the current location.

The Committee discussed the courts be moved to Nicola Park, placing all racket sports in one location.

Discussions around accessing funding streams such as grants ensued.

Future review of the financials of the Pickleball Association and Tennis Club were discussed.

The Tennis Club Lease will remain on the agenda for next meeting review.

5.5 Recreation Advisory Workplan

Committee to discuss workplan.

The Committee discussed the anticipated workplan and came away with the following areas of focus.

- a. That the CFO provide an overview of a rent raise increase focusing on the breakdown of pricing before budget.
 - o To be brought forward two meetings from now
- b. Lights for baseball fields 3 and 4; costs associated, and diagrams provided
- c. Expansion of soccer in Merritt;
 - o designated space
 - o outbuilding for storage
- d. Outdoor arena;
 - o help with maintenance such as flooding of the rink, snow removal, renting a Zamboni and the various costs associated

Mayor Goetz briefly touched on electric scooter and bike rental transportation. It was not noted as a Workplan goal at this time, but likely subsequent conversations will follow.

6. NEXT MEETING

The next meeting is scheduled for August 22, 2024

7. TERMINATION OF MEETING

The Chair declared the meeting ended at 7:21 pm.

Chair
Amy Douthwright

Merritt Pickleball Club Lease Agreement

This Agreement made this 01st Day of November 2023.

Between:

The Merritt Pickleball Club
(the "Lessee")

AND

The City of Merritt
(the "City")

(Collectively, the "Parties")

For the consideration of the promises and rent contained in this Agreement, the Parties agree as follows:

1. Definitions

- a. **"Property"** means that portion of the property which is legally described as the Remainder of Lot B, Plan 26552 KDYD, as outlined in black on the attached Appendix "A".

2. Choice of Law

- a. This document shall be exclusively governed by the Law of British Columbia, and that any dispute will be submitted to and heard by a Court of British Columbia, and no other court.

3. Term

- a. This Agreement shall start on November 01st, 2023, and run for three years, to October 31st, 2026.

4. Renewal

- a. If by December 31st in the year prior to expiry, the Lessee request in writing an extension of the Lease, and the Lessee has not defaulted on any term in section 10 (Default), the City would consider extending the Lease for an additional three-year term.

5. Rent

- a. The Lessee shall pay the City \$1 per year for use of the Property, the receipt of which is hereby acknowledged.

6. Use

- a. The Property shall be used for the purposes of Pickleball and Lawn Bowling by the public as the Lessee permits.
- b. In discussion with the City, the Lessee will make available (via advertising) the agreed upon days and times of when the outdoor courts will be open to the public.
- c. The Lessee will ensure public access to the courts for a minimum of 16 hours per week from May 01st to October 31st each year. (Weather permitting)
- d. The City agrees that City staff could be used to unlock and lock the outdoor courts during allocated public use times.
- e. The Lessee may post "closed" signage if works or maintenance is being completed that does not allow for public access.
- f. The Lessee shall grant storage of the lawn bowling equipment inside the storage room of the building.
- g. The Lessee will not sublet the Property on any basis without the prior written consent of the City as represented by the Director of Facilities and Recreation or their designate.
- h. The Lessee may rent out portions of the property on an hourly or daily basis, so long as such rentals have a written rental agreement which shall be provided to the City before the rental commences. All such agreements must include a clause holding the City harmless from any claims for damage or injury to persons or property. The Lessee shall be solely responsible for any damage to the Property that occurs during such a rental.
- i. The Lessee may not mortgage, pledge or assign this Lease without the prior written authorization of the City.
- j. If the City wishes to use the Property to hold meetings, events, or other activities, the Lessee may not refuse this unless they have a prior rental agreement in place for the requested time. The City will be responsible for any janitorial or maintenance costs directly related to such meetings, events, or activities.

7. Maintenance

- a. The Lessee shall be solely responsible for the regular maintenance of the Property, except for the sprinkler system, shrubs, trees, bowling green, and mowing of all grass areas which shall be maintained by the City.
- b. The Lessee shall not make any improvements to the Property without first obtaining the written consent of the City represented by the Director of Recreation and Facilities or their designate.
- c. Where repairs or maintenance is required other than in sections 6(g) and (i), the Lessee shall be responsible for the first \$250 on each occasion. Should the Lessee become aware of repairs or maintenance of a value over \$250, they shall inform the City promptly, and in all events within two working days.
- d. The Lessee shall perform such maintenance or repairs as are required by the City that are not due to the actions or negligence of the Lessee or the result of a rental they have made, and the distribution of such costs will be negotiated between the City and the Lessee before such works are carried out.
- e. The City's Director of Recreation and Facilities or their designate shall have access to the Property for inspection and maintenance at all times.

8. Insurance

- a. The Lessee shall obtain comprehensive general liability and property damage insurance, which names the City as an additional named insured, in the amount of not less than

\$3,000,000 against claims for personal injury, death, and property damage arising out of use and occupation of the Property.

- b. The Lessee shall be solely responsible for the cost of this insurance and shall provide a copy of it to the City no later than March 31st in each year of the Lease.
- c. The Lessee may obtain additional insurance at their sole expense.
- d. The Lessee shall be solely responsible for the payment of any deductible to be paid due to the usage of insurance to cover a claim, if this claim arose due to the actions or negligence of the Lessee or their clients.

9. Indemnification

- a. During times of club use the Lessee agrees to indemnify and hold harmless the City from and against any and all actions or causes of action, claims, demands, damages, loss, cost or expense which it may sustain, incur, or be put to as a result in any way of the Lessee's use of the Property.
- b. The Lessee agrees to inform the City within 24 hours of any incident or event which the Lessee reasonably believes may result in actions against the City or Lessee arising out of the Property.
- c. During times that the facility is open to public play, the City agrees to indemnify and hold harmless the Lessee from and against any and all actions or cause of action, claims, demands, damages, loss, cost or expense which it may sustain, incur, or be put out to as a result in any way during the public use of the Property.
- d. The City agrees to inform the Lessee within 24hrs of any incident or event which the City reasonably believes may result in actions against the Lessee or City arising out of the property during public use times.

10. Default

- a. In the event of Default, the Lease shall be immediately terminated, the City shall take possession of the Property without notice, and all terms of the Agreement will become null and void.
- b. The following will be considered events of Default.
 - i. Lessee failing to provide the insurance as required in section 8(b)
 - ii. Lessee subletting the Property without first gaining the City's permission
 - iii. Lessee mortgaging, assigning or pledging this agreement without the prior written consent of the City
 - iv. The Lessee ceasing to operate as an organization and becoming defunct
 - v. The Lessee failing in the opinion of the City's Recreation and Facilities Manager to maintain the Property in a good and proper manner
 - vi. The Lessee utilizing the Property for activities other than the Uses in section 6 without the prior written approval of the City.
- c. The City shall have the right to re-enter and take possession of the Property in the event of non-payment of rent whether lawfully demanded or not, or of breach or non-performance of any of the covenants by the Lessee.

11. Notices

- a. Any notice, request or demand shall be made in writing, and served either in person, by registered mail, or by email to the following contact details:
 - i. City of Merritt: Director of Recreation and Facilities, City Hall, Box 189, 2185

- b. Any notice served in person or by email before 4pm on an ordinary working day shall be deemed received on the same day. Any notice served outside these parameters shall be deemed received at 9am on the next working day. Any notice served by registered mail shall be deemed received at 9am the second working day after it is sent.

12. Other Terms

- a. The Lessee shall at all times during this Lease and any renewal, abide by and comply with all laws, statutes, bylaws and ordinances of every Government and regulatory body having jurisdiction over the Property.

13. Termination

- a. If the City or the Lessee wish to terminate this agreement, they may do so, providing 30 days written notice to the other Party.
- b. At such time the City may enter into new lease talks.

14. Strike/lockout

- a. The Lessee agree that the City will not be liable for any losses, including loss of use of the Property if the Property cannot be made available due to a strike or lockout by City employees.

15. Taxes and Charges

- a. The City is liable for all taxes on land and improvement on the Property.
- b. The City shall pay the water and sewer charges that apply to the Property. All other utility costs shall be paid by the Lessee.

16. Financial statements

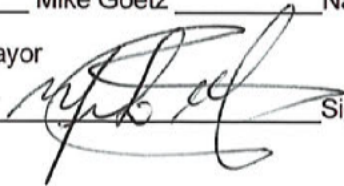
- a. The Lessee shall provide to the City their Financial Statements for the preceding year no later than March 31st on each year this Agreement is in force.

In witness thereof, the authorized signatories of the Parties have set their hands and/or seals on this 31st day of October 2023:

The City of Merritt


____ Mike Goetz _____ Name

Mayor

 _____
Signature

____ Linda Brick _____ Name

Director of Corporate Services

 _____
Signature

Merritt Pickleball Club

Name

Signature

Voght St, Merritt, BC, V1K 1B8 | info@merritt.ca ATTN: Director of
Recreation and Facilities

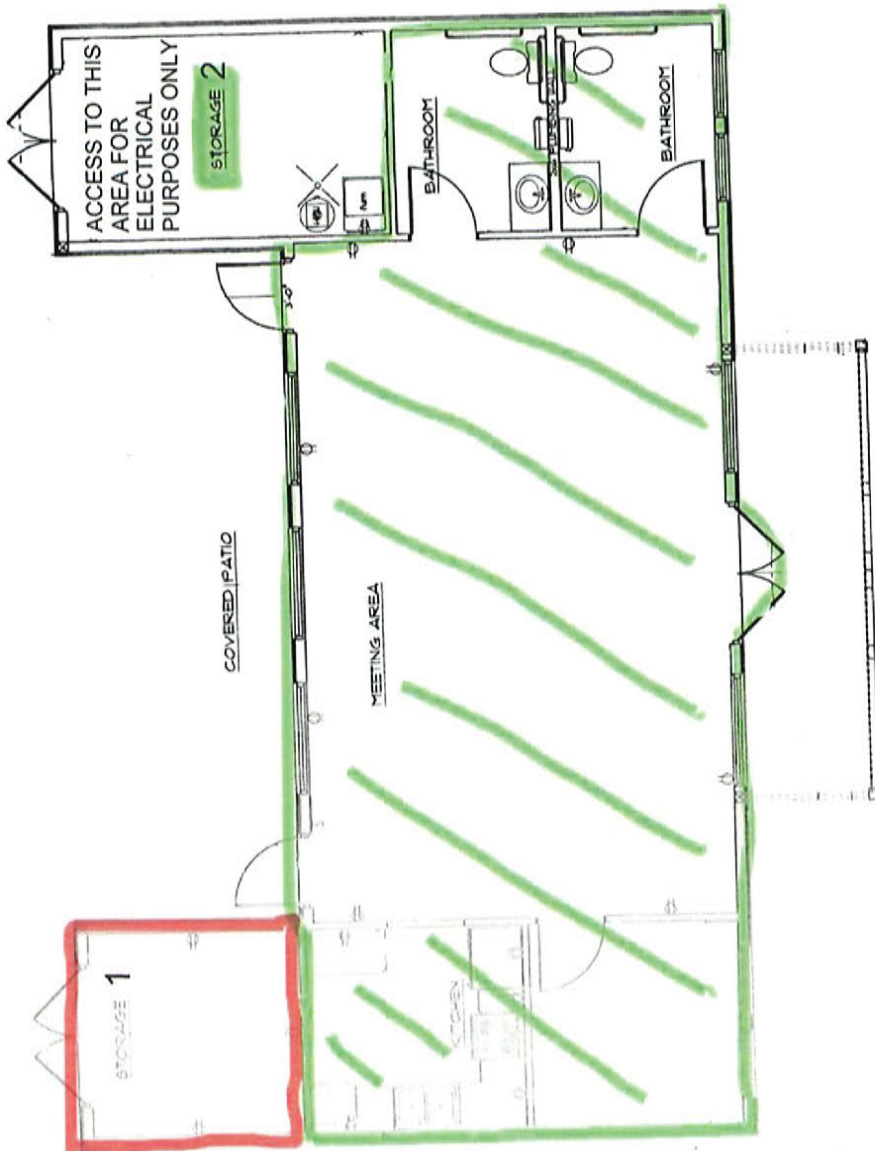
ii. Merritt Pickleball Club: [REDACTED]

[REDACTED]

PICKLEBALL ACCESS ONLY



SUBLEASE AREA INCLUDING ACCESS TO ELECTRICAL PANEL IN STORAGE ROOM 2





TENNIS COMPLEX LEASE AGREEMENT

THIS AGREEMENT MADE THIS 12 DAY OF JULY, 2018

BETWEEN:

CITY OF MERRITT
P.O. Box 189
Merritt, B.C., V1K 1B8

(hereinafter referred to as the "CITY")

AND:

MERRITT AND DISTRICT TENNIS CLUB
c/o 1875 Juniper Drive
Merritt, B.C., V1K 1J4

(hereinafter referred to as the "LESSEE")

NOW THEREFORE, In consideration of the rents, covenants, conditions and agreements herein contained, the CITY and LESSEE covenant and agree each with the other as follows:

1. DEFINITIONS:

"**COMPLEX**" means the CITY is the owner of the COMPLEX which is located on a portion of Lot 2 of said PROPERTY, as set out in Schedule "A".

"**MEMBER**" means any person paying the applicable membership fees set by the LESSEE, and includes guests accompanying a MEMBER.

"**NON-MEMBER**" means any person who is not a MEMBER and who is not a guest accompanying a MEMBER.

"**PROPERTY**" means Lot 2, Plan 29664, District Lot 174, Kamloops Division, PID #004-201-728.

2. APPLICABLE LAW:

This lease shall be interpreted in accordance with the laws of British Columbia. Any reference to a statute shall include a reference to any statute which amends or replaces that statute.

WHEREAS the parties have agreed that the LESSEE will provide certain services in the operation of the COMPLEX;

3. DEMISE:

The CITY does hereby demise the lease of the PROPERTY to the LESSEE.

4. TERM AND COMMENCEMENT:

To have and to hold the COMPLEX for a **TERM OF THREE (3) YEARS** commencing July 1, 2018 and expiring on July 1, 2021.

5. RENT:

That the LESSEE shall pay to the CITY the sum of One Dollar (\$1.00) per year plus applicable taxes to lease the COMPLEX.

6. USE OF PROPERTY/COMPLEX:

- A. That the COMPLEX shall be used for the purposes of playing tennis by the LESSEE, and all MEMBERS and NON-MEMBERS .
- B. To provide public access to the COMPLEX except for limited exclusive use during tournaments only.
- C. That the LESSEE is prohibited from subletting the COMPLEX without prior consent of the CITY.

7. MAINTENANCE:

- A. That the LESSEE shall be solely responsible for maintaining a regular maintenance schedule for the COMPLEX.
- B. To obtain prior approval from the CITY before further developing the COMPLEX.
- C. To report all damages or accidents to the CITY on a timely basis.
- D. To make all repairs requested by the CITY on the understanding that, should major repairs resulting from causes other than the negligence of the LESSEE, its servants, agents or invitees become necessary, the LESSEE may negotiate with the CITY as to the payment of same.

8. INSURANCE:

- A. The LESSEE shall maintain at its sole cost comprehensive general liability and property damage insurance naming the CITY as an additionally named insured in the amount of not less than Five Million Dollars (\$5,000,000.00) against claims for personal injury, death and property damage arising out of the use or occupation of the Lands.
- B. That it shall be the sole responsibility of the LESSEE to determine what additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Agreement.
- C. Any such additional insurance shall be maintained and provided at the sole expense of the LESSEE.
- D. The LESSEE shall be solely responsible for the payment of any deductibles related to loss, damage to the COMPLEX, or any injury to persons participating at the COMPLEX, if such loss, damage or injury was caused by the negligence or actions of the LESSEE or the LESSEE's participants.

9. INDEMNIFICATION:

- A. To Indemnify and save harmless the CITY from and against any and all actions or causes of action, claims, demands, damages, loss, cost or expense which it may sustain, incur or be put to, arising out of or otherwise attributable either directly or indirectly to the use or occupation.
- B. To comply with all laws, rules and regulations of every Government Authority.

10. FEES:

The LESSEE may set rates for MEMBERS at its discretion, and may charge NON-MEMBERS a fee of up to \$10 for the use of COMPLEX, in addition to a \$10 refundable deposit which shall be refunded upon the return of the key. [REDACTED]

11. EVENTS OF DEFAULT:

- A. The following will be events of default under this Agreement:
 - 1) If the LESSEE is unable to supply the requested insurance or unable to reimburse the CITY for insurance purchased on the LESSEE's behalf;
 - 2) If the LESSEE sublets the PROPERTY AND OR COMPLEX without the CITY's prior written approval.
 - 3) If the LESSEE mortgages, pledges or assigns this Agreement without the CITY's prior written approval.
- B. The CITY shall have the right to re-enter in the event of non-payment of rent, whether lawfully demanded or not, or the non-performance of, or breach of, or default in any of the covenants.

12. NOTICES:

Any notice, request or demand provided for in this Agreement shall be in writing and sufficiently given if served personally upon the party for whom such notice was intended, or, if mailed by double registered mail to the following address:

To the CITY: The CITY of Merritt
 Box 189
 Merritt, BC, V1K 1B8

To the LESSEE: MERRITT AND DISTRICT TENNIS CLUB
 

13. OTHER TERMS AND CONDITIONS:

- A. The LESSEE shall, at all times during the term and any renewal term, abide by and comply with all laws, statutes, by-laws, ordinances and regulations of every Government Authority having jurisdiction over the PROPERTY and or COMPLEX.
- B. The LESSEE shall provide the CITY with a copy of its Financial Statement by March 31st annually.

14. TERMINATION:

Either party wishing to terminate this Agreement may do so upon ninety (90) days written notice to the other party.

15. ENTIRE AGREEMENT:

There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out herein and that this Agreement constitutes the entire Agreement between the CITY and the LESSEE and may not be modified except by subsequent Agreement in writing executed by the CITY and the LESSEE.

16. STRIKE OR LOCKOUT:

The LESSEE agrees that in the event of any strike or lockout, the CITY will not be held responsible or liable for providing the PROPERTY and or COMPLEX.

17. PROPERTY TAXES:

The LESSEE is responsible for all property taxes that may be applicable.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND/OR SEALS:

THE CORPORATE SEAL OF THE CITY OF MERRITT WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

THE CITY OF MERRITT:

Neil Menard
Neil Menard, Mayor

Sean Smith
Sean Smith, Director of Corporate Services

MERRITT AND DISTRICT TENNIS CLUB:

HARBAN S. SANDHU PRESIDENT
Name and Position

[Redacted]
Signature

DIANE QUINN, SECRETARY
Name and Position

[Redacted]
Signature

Park Facilities - 2023

Revenue – \$9,161.00

Field use (annual) - \$4461

Field use (special events) - \$3600

Parking lot revenue - \$1100

Expenses - \$68,847.92

Staff -\$13,414.25

Contractors - \$31,324.31

Materials - \$4676.55

Insurance - \$17,301.00

Gas/elec/phone - \$2131.81

Expenses - \$68,847.92

-

Revenue - \$9161.00

=

Taxpayers - \$59,686.92

\$0.13 user fees / \$0.87 taxation pool for every dollar of expense

Arena 2023

Revenue – \$148,831.89

Ice rentals - \$118,926.49

Concession -\$4600.00

Curling Club - \$7000.00

Public Skating Sponsor/Skate rental/sharpening - \$5470.96

Other \$12,834.44

Expenses - \$686,810.93

Staff -\$457,697.19

Contractors - \$50,608.02

Materials - \$23,022.41

Training - \$ 9763.08

Insurance - \$26,702.00

Gas/elec/phone - \$112,192.86

Other \$6,825.37

Capital Projects - \$127,653.88

Operating expenses -\$686,810.93

+

Capital Projects -\$ 127653.88

-

Revenue - \$148,831.89

= Taxpayers - ~~\$665,653.88~~ **\$665,632.92**

\$0.18 user fees / \$0.82 taxation pool for every dollar of expense/capital

Pool 2023

Revenue – \$367,052.78

Private - \$13,667.24

Schools - \$1,090.20

Vending - \$2,431.26

Memberships - \$59,817.89

Child - \$30,905.57

Adult - \$43,873.96

TNRD grant - \$165,735.00

Classes/Other \$49,531.66

Building/ Operational Expenses - \$1,139,138.75

Maintenance Staff - \$161,893.24

Guards@ Staff - \$ 628,405.56

Contractors - \$59,713.72

Chemicals - \$31,512.51

Materials - \$68,255.77

Training - \$10,081.02

Insurance - \$14,079.00

Gas/elec/phone - ~~\$162,310.53~~ \$152,410.91

Other \$12,787.02

Capital Projects - \$62,077.22

Building - \$1,139,138.75 + Capital \$62,077.22 – Revenue \$367,052.78 =

Taxpayers - \$834,163.20

\$0.31 user fees / \$0.69 taxation pool for every dollar of expense/capital

Recreation/Facilities (700s) Total Portfolio

\$0.23 user fees / \$0.77 taxation pool for every dollar of expense/capital