



RECREATION ADVISORY COMMITTEE

CITY OF MERRITT

April 3, 2025

6:15 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 - January 9, 2025

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Recommendation:

THAT the Minutes of the Recreation Advisory Committee held on January 9, 2025 be Adopted.

3. GENERAL MATTERS - Delegations and Recognitions

4. UNFINISHED BUSINESS

5. NEW BUSINESS

5.1 Review of Pickleball Club Lease

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The intent is to have the Recreation Advisory Committee review the Pickleball Club lease and make recommendations for proposed changes prior to consideration of renewal of the lease by Council.

6. NEXT MEETING

7. TERMINATION OF MEETING



MINUTES
CITY OF MERRITT
RECREATION ADVISORY COMMITTEE

January 9, 2025
6:00 pm
COUNCIL CHAMBERS, CITY HALL
2185 Voght Street
Merritt, B.C

PRESENT: **Ms. A. Douthwright, Chair**
 Mayor M. Goetz
 Mrs. B. Porada
 Ms. L. DeWinter
 Mr. J. Halvorson (6:15 pm)

STAFF: **Ms. L. Brick, Director of Corporate Services (attending**
 virtually)
 Mr. D. Zakall, Director of Community Services

1. CALL TO ORDER

The Chair called the meeting to order at 6:07 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

2.1 Recreation Advisory Committee Minutes - November 7, 2024

THAT the Minutes of the Recreation Advisory Committee held on November 7, 2024 be adopted.

Moved, Seconded, CARRIED
Absent for Vote: J. Halvorson

3. GENERAL MATTERS - Delegations and Recognitions

Nil

4. UNFINISHED BUSINESS

Nil

5. NEW BUSINESS

5.1 Otter Swim Club Rate Request

Mr. J. Halverson arrived at this point in the proceedings. (6:15 pm)

The Committee discussed the request from the Otter's Swim Club suggesting that the grant in aid be rescinded and Council consider in kind assistance through use of the pool for the annual swim meet.

THAT the Committee recommends to Council:

THAT the use of the Nicola Valley Aquatic Centre pool be in kind for the annual swim meet (on a non-statutory holiday weekend) and the Otter's Swim Club be offered a rental rate for swim lanes at \$13.50 per hour in 2025.

Moved, Seconded, CARRIED

6. NEXT MEETING

The next meeting is scheduled for April 3, 2025.

7. TERMINATION OF MEETING

The Chair adjourned the meeting at 6:48 pm.

Chair

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
AYTON MOFFAT Name
 TREAS. 
 _____ Signature

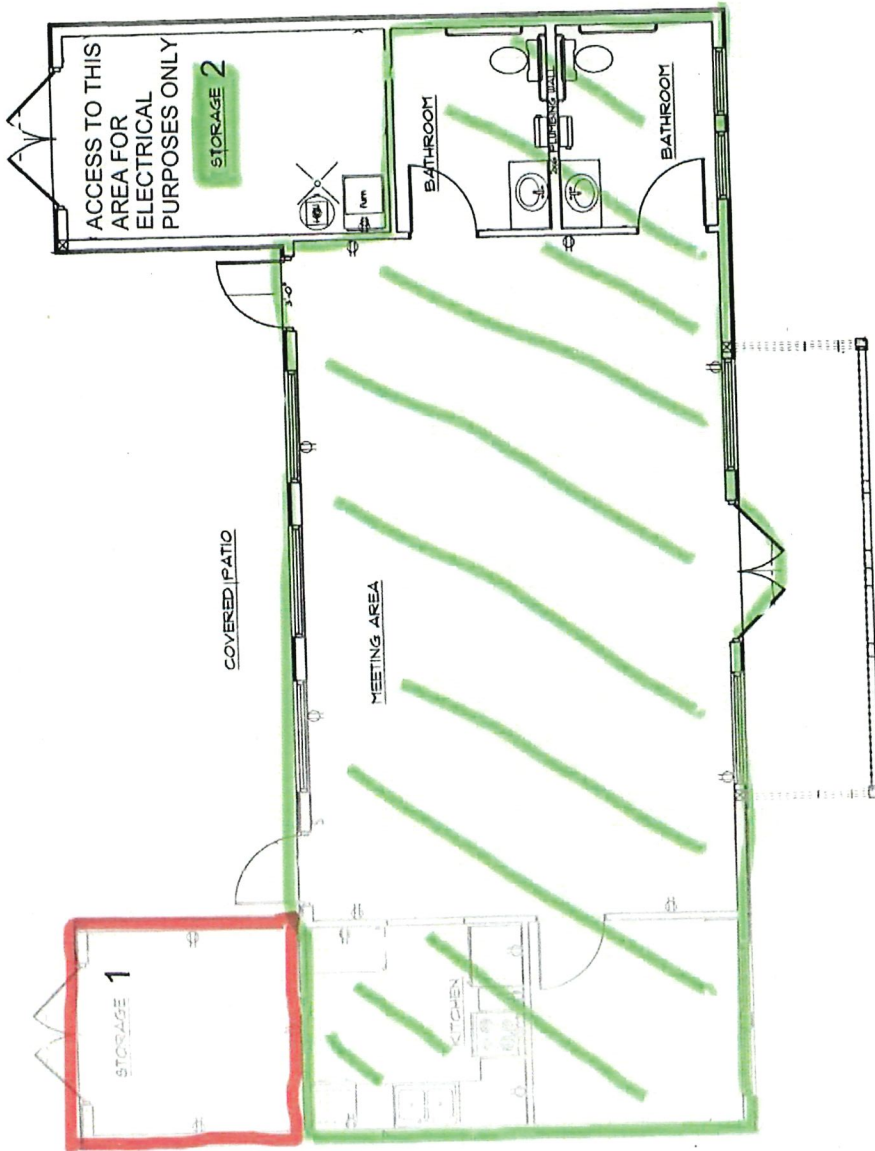
Voght St, Merritt, BC, V1K 1B8 | info@merritt.ca ATTN: Director of
Recreation and Facilities

- ii. Merritt Pickleball Club: c/o Ayton Moffat
Address: 2064 Gillis Crescent, Merritt, B.C. V1K1H9.

PICKLEBALL ACCESS ONLY




SUBLEASE AREA INCLUDING ACCESS TO ELECTRICAL PANEL IN STORAGE ROOM 2



MERRITT PICKLEBALL CLUB 2024 YEAR END AND 2025 BUDGET

INCOME	2024 ACTUAL	2025 BUDGET	2025 ACTUAL TO DATE
ANNUAL MEMBERSHIP	\$8460.00	\$9000.00	\$0.00
DROP-IN FEES	\$236.31	\$400.00	\$0.00
CLUBHOUSE RENTAL	\$3475.00	\$1000.00	\$0.00
HYDRO REIMBURSEMENT	\$1713.40	\$0.00	\$0.00
KEY DEPOSITS	\$40.00	\$40.00	\$0.00
MISC.	\$489.25	\$100.00	\$0.00
TOTAL INCOME	\$14413.96	\$10540.00	\$0.00
EXPENSES	2024 ACTUAL	2025 BUDGET	2025 ACTUAL TO DATE
GYM RENTAL	\$4675.44	\$6000.00	\$0.00
CLUBHOUSE UTILITIES	\$1586.08	\$2000.00	\$0.00
EQUIPMENT	\$1430.83	\$700.00	\$0.00
STATIONARY	\$128.98	\$200.00	\$0.00
BANK CHARGES	\$24.00	\$24.00	\$0.00
MISC.	\$327.50	\$100.00	\$0.00
INSURANCE	\$532.00	\$600.00	\$0.00
ADVERTISING	\$656.26	\$200.00	\$0.00
Key cutting	\$35.30	\$50.00	\$0.00
COURT REPAIR	\$244.71	\$300.00	\$0.00
TOTAL EXPENSES	\$9641.10	\$10174.00	\$0.00
NET	\$4772.86	\$366.00	\$0.00

FOR MORE INFORMATION CALL PAUL WILLMS (250) 315-5042

CERTIFICATE OF INSURANCE						
BROKER Lloyd Sudd Insurance 1810, 144 4 Ave SW Calgary, AB T2A3N4		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.				
BROKER'S CLIENT ID:		COMPANIES AFFORDING COVERAGE				
INSURED'S FULL NAME AND MAILING ADDRESS Merritt Pickleball Club 1637 Fir Road, Merritt BC V1K0A3		COMPANY A Intact Insurance				
		COMPANY B				
		COMPANY C				
		COMPANY D				
COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.						
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANT'S LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HOVED <input checked="" type="checkbox"/> Waiver of Subrogation	A	50123XSRP	9/27/2024	9/27/2025	EACH OCCURRENCE	\$ 3,000,000
					GENERAL AGGREGATE	N/A
					PRODUCTS - Equip/Ops Acc.	0
					PERSONAL INJURY	0 3,000,000
					TENANT'S LEGAL LIABILITY	0 250,000
					VED EXP (any one person)	0 50,000
					NON-OWNED AUTO	0
					OPTIONAL POLLUTION	0
					LIABILITY EXTENSION	0
					Per Occurrence (Aggregate)	0
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES **ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE					BODILY INJURY PROPERTY DAMAGE COMBINED	0
					BODILY INJURY (Per Person)	0
					BODILY INJURY (Per Accident)	0
					PROPERTY DAMAGE	0
						0
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM (Specify)						0
						0
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						
ADDITIONAL INSURED			DESCRIPTION OF OPERATIONS, LOCATIONS/ AUTOMOBILES/ SPECIAL ITEMS			
Holder is added as Additional Insured but only with respect to Commercial General Liability arising out of the operations of the Named Insured.			Pickleball Club - Premises Liability Premises at 2050 Merritt Ave, Merritt, BC			
CERTIFICATE HOLDER		CANCELLATION				
City of Merritt Box 189,2185 Voght Street Merritt BC V1K 1B5		Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives				
SIGNATURE OF AUTHORIZED REPRESENTATIVE 		FAX NUMBER (403) 245-6307		EMAIL ADDRESS tlesnak@lloydsadd.com		
PRINT NAME INCLUDING POSITION HELD Tammy Lesnak CIP, CRM, Venture Advisor		COMPANY Teale Peet & Co. Limited		DATE January 7, 2025		

Get certificate of insurance naming City of Merritt. Intact (Tammy) insurance (City Requires)

Merritt Pickleball Club (MPC)

Lease Requirements

From: Paul Willms

To: Dave Zakall

Date: February 12, 2025

Please find below the MPC response to your questions on email dated January 7, 2025 regarding lease requirements.

1. Section 6.b.c.
 - The MPC will make pickleball courts available to the public for at least 16 hours per week from May 1st to October 31st (weather permitting).
 - Notification to the public will be via on-site signage and advertising and will be posted by April 30th.
 - The schedule for public play for 2025 will be Saturday and Sunday from 10:00am to 6:00pm.
 - Court security for public play will be managed by City of Merritt employees.
 - The MPC will not be responsible for damage or injury that occurs during public play.
 - The MPC reserves the right to use the courts during the public play schedule for tournaments up to 4 times per year. Reasonable notice will be given for interruption of public play due to tournaments.

2. Section 6.g.h.
 - The only sublet to date has been done with the consent of the City. The sublet was with the Flood Mitigation Team.
 - The sublet term was 6 months (October 2023 to March 2024).
 - The clubhouse was rented on an hourly rate for approximately 20 hours in 2024.
 - Hourly rental for 2025 is budgeted to be approximately 40 hours.
 - Rental agreement form provided at meeting.

3. Section 8
 - The MPC has comprehensive general liability insurance (document provided at meeting).

4. Section 16
 - See financial statements for 2024 (document provided at meeting).

Let me know if you have any questions regarding this.
Paul Willms on behalf of the MPC Directors