



REGIONAL DISTRICT OF CENTRAL KOOTENAY

NELSON & DISTRICT RECREATION COMMISSION NO. 5 OPEN MEETING ADDENDA (2)

9:00 a.m. – 10:30 a.m.

Wednesday, November 29, 2023

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote (hybrid model).

Virtual meeting link & call in information on RDCK website:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=m372e341beb0cb88a00bcde011e05fba3>

Meeting number (access code): 2774 289 7779

Meeting password: sJbbd3hi5v9

Join by Phone

Meeting number (access code): 2774 289 7779

+1-604-449-3026 Canada Toll (Vancouver)

In-Person Location: RDCK Boardroom – Lakeside Office

COMMISSION MEMBERS

Commissioner Page	City of Nelson – Chair
Commissioner Morrison	City of Nelson
Commissioner Tait	City of Nelson
Commissioner Graham	Electoral Area E
Commissioner Newell	Electoral Area F

STAFF

Stuart J. Horn	Chief Administrative Officer – RDCK
Joe Chirico	General Manager of Community Services – RDCK
Craig Stanley	Regional Manager – Operations & Asset Management – RDCK
Trisha Davison	Regional Manager – Recreation & Client Services – RDCK
Ryan Ricalton	Facility Manager – NDCC
Pearl Anderson	Community Meeting Administrative Support - Meeting Coordinator

DELEGATION

Jazmine Lowther	Nelson Sports Ambassador
Tim Woolridge	Nelson Soccer Association – Board Member

____ out of ____ voting Commission members were present – quorum was met.

1. CALL TO ORDER

Chair Page called the meeting to order at [Time] a.m./p.m.

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the Indigenous peoples within whose traditional lands we are meeting today.

3. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

RECOMMENDATION

That the addenda (2) for the November 29, 2023 Nelson & District Recreation Commission meeting be adopted as circulated.

Carried/Defeated/Referred

4. RECEIPT OF MINUTES

The October 25, 2023 Nelson & District Recreation Commission minutes have been received.

5. DELEGATION

5.1 NELSON SPORTS AMBASSADOR

The power point presentation by Jazmine Lowther, Nelson Sports Ambassador, presenting information regarding the pulse on the state of sport in Nelson, has been received.

5.2 NELSON SOCCER ASSOCIATION – INDOOR FIELD FEASIBILITY STUDY

The power point presentation by Tim Wooldridge, Nelson Soccer Association (NSA), sharing the feasibility study for the development of a potential indoor turf field sports facility in Nelson B.C. and a request for grant funding, has been received.

7. STAFF REPORTS

7.1 NELSON & DISTRICT COMMUNITY COMPLEX PARKING ENFORCEMENT CONTRACT

The Commission report dated November 21, 2023 from Ryan Ricalton, Facility Manager – NDCC, regarding a service agreement with the City of Nelson for Bylaw enforcement to enforce the City of Nelson's 2 hour parking zone in the Nelson & District Community Complex Parking Lot, has been received.

MOVED and seconded,
AND Resolved that it be recommended to the Board:

RECOMMENDATION

That the Board approve a Service Agreement between the Regional District of Central Kootenay and the City of Nelson for Bylaw enforcement to enforce the City of Nelson 2 hour parking zone in the Nelson & District Community Complex Parking Lot at approximately 7.5 hours/week at a cost of \$22,540 for a one year period dated to begin December 1, 2023.

Carried/Defeated/Referred

8. PUBLIC TIME

The Chair will call for questions from the public at _____ a.m.

9. 2024 COMMISSION MEETING SCHEDULE

2024 Nelson & District Recreation Commission Meeting Schedule

To be approved at Dec. 14, 2023 RDCK Board Meeting

Commission Meetings	Board Meetings	Holidays/Events
Wednesday, January 31 9am-12pm	Thursday, January 18	New Year's Day – Monday, January 1 EOS/LGLA – Tuesday-Friday January 30-February 2
SPECIAL BUDGET MEETING Tuesday, February 13 9am-12pm	SPECIAL BUDGET MEETING Friday, February 16	
Wednesday, February 28 9am-12pm	Thursday, February 15	Family Day – Monday, February 19
ALL RECREATION MEETING in lieu of Commission meeting Wednesday, March 27 9am-12pm	Thursday, March 21	Spring Break SD8 – March 18-28 Good Friday – March 29
Wednesday, April 24 9am-12pm	Thursday, April 18	Easter Monday – April 1 AKBLG Friday-Saturday April 19-20
Wednesday, May 29 9am-12pm	Thursday, May 16	Victoria Day-Monday, May 20
ALL RECREATION MEETING in lieu of Commission meeting Wednesday, June 26 9am-12pm	Thursday, June 20	FCM – Thursday-Saturday June 6-8
Wednesday, July 31 9am-12pm	Thursday, July 18	Canada Day-Monday, July 1
Wednesday, August 28 9am-12pm	Thursday, August 15	BC Day-Monday, August 5
ALL RECREATION MEETING in lieu of Commission meeting Wednesday, September 25 9am-12pm	Thursday, September 12	Labour Day – Monday, September 2 UBCM – Monday-Friday, September 18-22 Truth & Reconciliation Day Monday, September 30
Wednesday, October 30 9am-12pm	Thursday, October 17	Thanksgiving – Monday, October 9
Wednesday, November 27 9am-12pm	Thursday, November 14	Remembrance Day – Monday, November 11
Tuesday, December 10 9am-12pm	Thursday, December 12	Christmas Day – Wednesday, December 25 Boxing Day – Thursday, December 26

10. NEXT MEETING

The next Nelson & District Recreation Commission meeting is scheduled for December 12, 2023 at 9:00 a.m.

11. ADJOURNMENT

MOVED and seconded,
 AND Resolved:

RECOMMENDATION

That the Nelson & District Recreation Commission No. 5 meeting be adjourned at _____ a.m.

Carried/Defeated/Referred

Proceeding this Commission meeting from 10:30am-12pm a workshop will follow for Commissioners and staff regarding:

- Needs Assessment and Prioritization Framework for Potential Projects from the S226 Service Review Background Report dated September 20, 2022 from by RC Strategies

- **Discussion on formalizing the new grant funding line of the Service S226 – Recreation Facility Nelson and Areas F and Defined E – 57010 Grants**

ACTION ITEMS LIST FROM PREVIOUS MEETINGS

#	ACTION ITEM	MEETING ORIGIN	STATUS
1.	That the Board direct staff to prepare Terms of Reference for a feasibility study on long-term concession operations at the Nelson and District Community Complex.	14-Dec-2022	In progress.
2.	That the Commission directs staff to report back at a future Nelson & District Recreation Commission meeting on the feasibility of the Nelson Curling Centre request to contract the RDCK to maintain the Nelson Curling Centre Ice Plant and possible long-term integration in accordance with the criteria set-out in RDCK Bylaw 2865.	25-Jan-2023	
3.	That the Nelson & District Recreation Commission run a workshop as part of the May 31, 2023 Commission meeting on the Needs Assessment and Prioritization Framework for Potential Projects from the S226 Service Review Background Report dated September 20, 2022 from by RC Strategies.	26-Apr-2023	To be addressed at October 25, 2023 Commission meeting due to staff and Commission capacity.
4.	<u>Direction to Staff:</u> That staff include time for a discussion on formalizing the new grant funding line of the Service S226 – Recreation Facility Nelson and Areas F and Defined E – 57010 Grants, during the Needs Assessment and Prioritization Framework for Potential Projects workshop at the May 31, 2023 Nelson & District Recreation Commission meeting.	26-Apr-2023	To be addressed at October 25, 2023 Commission meeting due to staff and Commission capacity.
5.	That the Nelson & District Recreation Commission send a letter in response to the Nelson Regional Sports Council requesting that they send a liaison to all Nelson & District Recreation Commission meetings from May 2023 to April 2024; AND FURTHER, that their request for a permanent seat on the Commission be REFFERED to the May 2024 Nelson & District Recreation Commission meeting.	26-Apr-2023	Letter sent. Request <u>REFFERED to May 2024 Commission meeting</u> for further consideration.
6.	That the Nelson & District Recreation Commission direct staff to investigate creating a Management Agreement with the City of Nelson to unify field bookings for user groups; AND FURTHER, that staff bring the draft Management Agreement to the Commission for consideration.	26-Apr-2023	In progress.



REGIONAL DISTRICT OF CENTRAL KOOTENAY

NELSON & DISTRICT RECREATION COMMISSION NO. 5 OPEN MEETING MINUTES

9:00 a.m. – 10:30 a.m.

Wednesday, October 25, 2023

To promote openness, transparency and provide accessibility to the public we provide the ability to attend all RDCK meetings in-person or remote (hybrid model).

Virtual meeting link:

<https://nelsonho.webex.com/nelsonho/j.php?MTID=ma54f88b6c49c4daf8616c5894a6710b2>

In-Person Location: RDCK Boardroom – Lakeside Office

COMMISSION MEMBERS

Commissioner Page	City of Nelson – Chair
Commissioner Morrison	City of Nelson
Commissioner Tait	City of Nelson
Commissioner Graham	Electoral Area E
Commissioner Newell	Electoral Area F

STAFF

Joe Chirico	General Manager of Community Services – RDCK
Craig Stanley	Regional Manager – Operations & Asset Management – RDCK
Trisha Davison	Regional Manager – Recreation & Client Services – RDCK
Ryan Ricalton	Facility Manager – NDCC
Tia Wayling	Regional Programming Supervisor/Community Development – RDCK
Pearl Anderson	Community Meeting Administrative Support - Meeting Coordinator

DELEGATION

Jesse Pineiro	Owner/Head Coach of Nelson Boxing Athletic Club
---------------	---

GUEST

David McCulloch	Nelson Regional Sports Council – Co-Chair
-----------------	---

5 out of 5 voting Commission members were present – quorum was met.

1. CALL TO ORDER

Chair Page called the meeting to order at 9:02 a.m.

2. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

We acknowledge and respect the Indigenous peoples within whose traditional lands we are meeting today.

3. ADOPTION OF AGENDA

MOVED and seconded,
AND Resolved:

That the agenda for the October 25, 2023 Nelson & District Recreation Commission meeting be adopted as circulated.

Carried

4. RECEIPT OF MINUTES

The August 30, 2023 Nelson & District Recreation Commission minutes have been received.

MOVED and seconded,
AND Resolved:

That David McCulloch of the Nelson Regional Sports Council have freedom of the floor.

Carried

5. DELEGATION

5.1 NELSON BOXING & ATHLETICS CLUB

Jesse Pineiro of the Nelson Boxing & Athletics Club presented to the Commission on the state of the club and sport.

DELEGATION ABSENT: Jesse Pineiro left the meeting at 9:27 a.m.

6. CORRESPONDENCE

6.1 NELSON REGIONAL SPORTS COUNCIL – RDCK Recreation Facilities Procedures Policy

The email dated September 30, 2023 from David McCulloch of the Nelson Regional Sports Council, re: Questions regarding the RDCK recreation facilities procedures policy, has been received.

7. STAFF REPORTS

7.1 SERVICE S226 FINANCIAL UPDATE

The 2023 Quarter 3 Service Statement for RDCK Service S226 Recreation Facility – Nelson and Area F and Defined Area E, has been received.

7.2 NDCC QUARTERLY UPDATE

The Commission Report dated October 16, 2023 from Craig Stanley, Acting General Manager of Community Services, and Ryan Ricalton, NDCC Facility Manager, re: NDCC Quarterly Update, has been received.

7.3 PROGRAMMING UPDATE REPORT

The Commission Report dated October 17, 2023 from Tia Wayling, Regional Programming Supervisor/Community Development, re: Regional Programming Update, has been received.

8. PUBLIC TIME

The Chair called for questions from the public at 10:13 a.m.

9. NEXT MEETING

The next Nelson & District Recreation Commission meeting is scheduled for November 29, 2023 at 9 a.m.

10. ADJOURNMENT

MOVED and seconded,
AND Resolved:

That the Nelson & District Recreation Commission No. 5 meeting be adjourned at 10:37 a.m.

Carried



Keith Page, Chair, Rec. Comm. 5
November 2nd, 2023

Nelson Community and Sports

A pulse on the State of Sport in Nelson

Jazmine Lowther, Nelson Sports Ambassador

Overview

- 🎯 Personal participation for 2023
- 🎯 Limitations
- 🎯 2023 Sport Survey
- 🎯 Recommendations
- 🎯 Questions

My Personal Participation for 2023



Sidelined

Apart from my podium at TransGranCanaria, I was sidelined for 2023 the entire season due to injury.

My Personal Participation for 2023

Pulpit Rock Invasive Plant Day

17 Trail runners, hikers and outdoor enthusiasts came out to learn about invasive plants and remove Scotch broom along Pulpit Rock trail with CKISS



My Personal Participation for 2023



Trafalgar Grade 9's

Facilitated workshops on mental and physical health, confidence and facing challenges in life with kids.

My Personal Participation for 2023



Kootenay Co-op and The Bridge

A few radio chats to talk sports, ultra running and happenings!

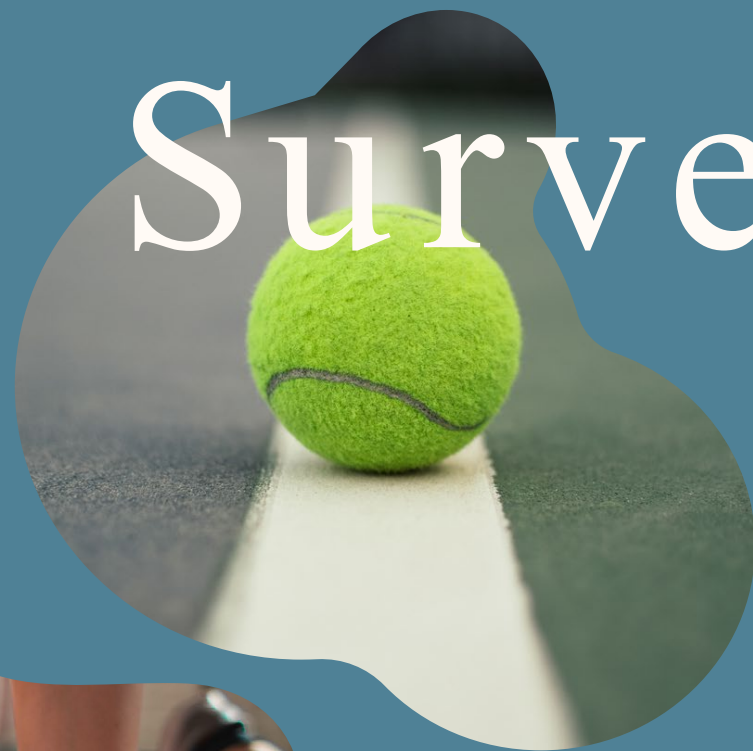
My Personal Participation for 2023



Run Like a Mother Volunteer

A sold out race of 200 athletes, with more eager to join. This event was a massive success and I was honoured to play a small part of it!

2023 Nelson Sport Survey



Sports Survey Limitations

11 responses

- Major limitation: lack of responses.
2. Volunteer-facilitated by me.

Sporting groups, clubs, organizations operating in the Nelson area

- Biased: based on most easily accessible contact method, email.
2. **Does not include ALL Sport Organizations in Nelson.**

Questions

- May have missed pertinent questions.

Questions on topics of participant demographics, barriers to participants, ethnicities represented, disabilities, facility shortcomings, environment and sustainability, short-term and long-term visions, and financial support needs.

Sail Canada

Events

Safe Boating Week event at Lakeside Park. Require more space for large vehicles and a proper venue to host the event. May move it to Kaslo.

Need support for

Training for new instructors, youth program launched at Lakeside again, equipment upgrades for able sail program

Future aspirations

Want to have several boat with a clubhouse for members or yacht club for public use.

Short term: boat share program,
Long term: ABLE sail intruded to area

Nelson Hoops Association: Basketball

Participants

5-20 years old, 20-30 years old, 30-40 years old, 40-50

Overflowing interest, often waitlist or above capacity attendance

Participation growth year-over-year in the female youth demographic and adult demographic. I'm aware that Begbie Place (persons with disabilities) takes some individuals to the NDYC or to the outdoor courts at Lakeside Park to play basketball from time to time.

Need support for

Facility use subsidy or forgiveness, grant writing support, capital investment opportunities or support for indoor facility.

Future aspirations

Short-term we continue to see growth in numbers and participation, demand for programming, and expanded types of programming (leagues, camps, teams), and developing the competitive club program for those athletes looking for that experience and opportunity. Long-term, we will be advocating and supporting development of a public multiuse indoor facility so that we are less reliant on the school district and their sometimes inflexible policies. A public facility would also allow us capacity to likely not have to deny opportunities to any youth wanting to participate.

Nelson Curling Centre

Participants

5-20 years old, 20-30 years old, 30-40 years old, 40-50

Volunteers retention: Very poor - challenging to find volunteers!

Our building is city owned and is very old with many challenges. Currently our ice plant is in need of major component replacement so there is no ability to make ice this year and still no guarantee of funding to replace it in the future.

Need support for

Ice plant repair. (major capital expenditures)

Future aspirations

To get a new facility and have curling be a viable sport long into the future.

Nelson Pickleball Club

Participants

30-40 years old, 40-50, 50 and beyond

no barriers, other than the only times we can get courts, which is week mornings, so hard for working people

There is only one place to play during the winter and that is Selkirk collage. They can only give us 2 hours a day. This sounds like a lot but we have over a 100 paid members, most who would like to play 4 or 5 times a week. This is not accomplishable with the times that we can get so we would love time in another facility as well.

Need support for

We don't need direct financial help. We do need a better indoor facility where we can get more time in the day, and at different times of the day so we could accomodate working people as well as retiries.

Future aspirations

The numbers in our sport have grown by 1020% each year. This is the first year that we have had to discourage membership.

We would love to let anyone who wants to play year round join our club at any level. We would hope that we could have enough court time to accomodate all that are interested.

Kootenay Climbing Association

5-20 years old, 20-30 years old, 30-40 years old

Participants

Overflowing interest, often waitlist or above capacity attendance. We have a very small space and struggle with hosting events due to our facilities occupancy limits.

We have observed an increase in our members need of monthly payment plans and youth subsidies/grants for programing which lead us to believe that there is becoming more of a financial barrier to the sport due to increases in families' cost of living.

Staffing: It has become more difficult to retain staff over the last 2 years due to salary expectations

Facility

Many shortcomings (need a new facility asap)

Our space is approximately 8x smaller than our usage would facilitate and the community has been advocating for. We can only offer 1 of the 3 indoor climbing disciplines due to the short ceiling heights of our space. We do not own our space and have not been permitted to complete business' essential activities such as having a bathroom, installing internet, our own private entrance , climate control (no cooling in our space and indoor temperatures reached 39 degrees Celcius over the last two years which is dangerous to staff and users).

Kootenay Climbing Association

Need support for We are actively fundraising to build a new climbing gym in Nelson and it will not be possible without large financial donations from federal, provincial and local government.

[The New Facility Concept](#)

The sport has been growing at approximately 7% annually in Canada for the last 510 years. This is slightly behind the US and is lagging behind Europe by about 10 years which is still growing and at a slightly higher pace. In most of Northern Europe there is an indoor climbing facility in every community similar to Canadian hockey rinks. Long term we hope to see a similar level of growth in Canada.

Future aspirations

To build our own facility that places Nelson as the interior hub of the sport for BC and our community and to train aspiring young athletes and host national competitions.

Nelson Skating Club

Participants

5-20 years old, 20-30 years old, 30-40 years old, 40-50, 50 and beyond

Majority female participants

Challenges in getting ice times and ice costs

Poor sound system on the Civic arena

Challenge has always been finding certified coaches in our area

Need support for

Facility rental cost. Ice booking is expensive.

Future aspirations

To grow our membership and our figure skating program. To have as many people as possible learn to skate

Nelson Ultimate Frisbee Association

Participants

20-30 years old, 30-40 years old

Majority male participants, but fairly mixed ethnicities

Being a non-profit association, it is hard to find money to do more marketing to grow our local sport. Also, our indoor facilities are really pricy which make our sport less affordable year long. We have had to cut the amount of hours played indoor in the winter as the only option for us is the indoor soccer fields and they are really pricey.

All volunteer run, no marketing

Need support for

It would be for our field fees.

Future aspirations

Short-term, we want to spread the word but keep our attendance high so we have more political weight

I would love to see it grow and maybe have more volunteers throughout the year. OF course, I would love more marketing for our association

Nelson Cycling Club

Participants

30-40 years old

Few disabled participants, we have and continue to build more infrastructure to support this group. Female participants have typically found it challenging, NCC holds women specific clinics etc.

Challenges in running numerous events - massive behind the scenes organisation requirements. NCC doesn't have the staff or volunteers to host as much as we would like. Our clinic program could use better space and features to teach on eg. built bike features in flat area. Cost and maintenance prohibits currently.

Challenges

Challenges with volunteers to complete general maintenance tasks where they are most useful to our program. Volunteers are more interested in 'high profile' trail work,, eg jump building etc. We have been successful in retaining highly skilled staff, but we do not have the budget to do as much maintenance as the network requires.

Environment

Trail design and construction is kept minimal to reduce environmental disturbance. Surface treatment for flow trails to reduce erosion and maintenance costs. Adjusting our practices to reduce our ongoing maintenance costs and extend lifespan of trails and features.

Nelson Cycling Club

Need support for

Financial assistance- for the maintenance program or for the management of the club.

Future aspirations

To continue to act as stewards of the trails, maintaining a high quality diverse network of trails for the Nelson community that contributes to our tourist economy.

Strategic further trail development, ongoing maintenance, increase community engagement (volunteers, clinics, events).

Recommendations



Deep dive synthesis



Fair



Accurate
representation



Transparent



Progressive

Recommendations

1

Staff to complete routine analysis on the state of sport in Nelson

2

Know the answer to: What are the fastest growing sports in Nelson? What are the barriers to their growth?

3

How can Nelson dismantle access barriers to potential participants? E.g Events, access grants, accessibility

4

Can we connect people in different ways? E.g with volunteering events, learning events,

5

Mentorship opportunities supported

6

Nelson Sports Ambassador(s) compensated for their leadership, time and mentorship fairly.

"The secret of my future is hidden in my daily routine."

I am capable of manifesting all my goals and intentions this year.

Thank you!

Questions?



NELSON SOCCER ASSOCIATION

Indoor Field Feasibility Study
September 2023



AGENDA

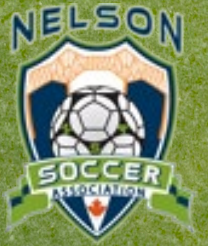
1. WHY DID WE CONDUCT A FEASIBILITY STUDY?
2. COMMUNITY ENGAGEMENT FINDINGS AND RESEARCH FINDINGS
3. FINANCIAL IMPACTS

WHY A FEASIBILITY STUDY?

- The Nelson Soccer Association (NSA) is planning for the development of an indoor turf field sports facility in Nelson.
- Participation in soccer continues to grow and there is a demand for an indoor turf field sports facility to accommodate year-round participation.
- The indoor sports field would be able to accommodate many other sports and activities outside of soccer.

PROJECT INPUTS

- Background Review *(review of pertinent documents, participation numbers and studies completed by the City and RDCK)*
- Engagement *(Survey fielded with residents and organizations in the Nelson area)*
- Inventory and Analysis *(An inventory of indoor and outdoor facilities used by NSA)*
- Trends *(Review of trends such as programming, amenity provision and participation)*
- Facility Program *(A description of the indoor turf sport field that outlines spaces that could exist in the facility.)*
- Financial Inputs *(Capital and operating costs)*
- Risks and Mitigation *(Risk of the development and operation along with mitigation strategies).*



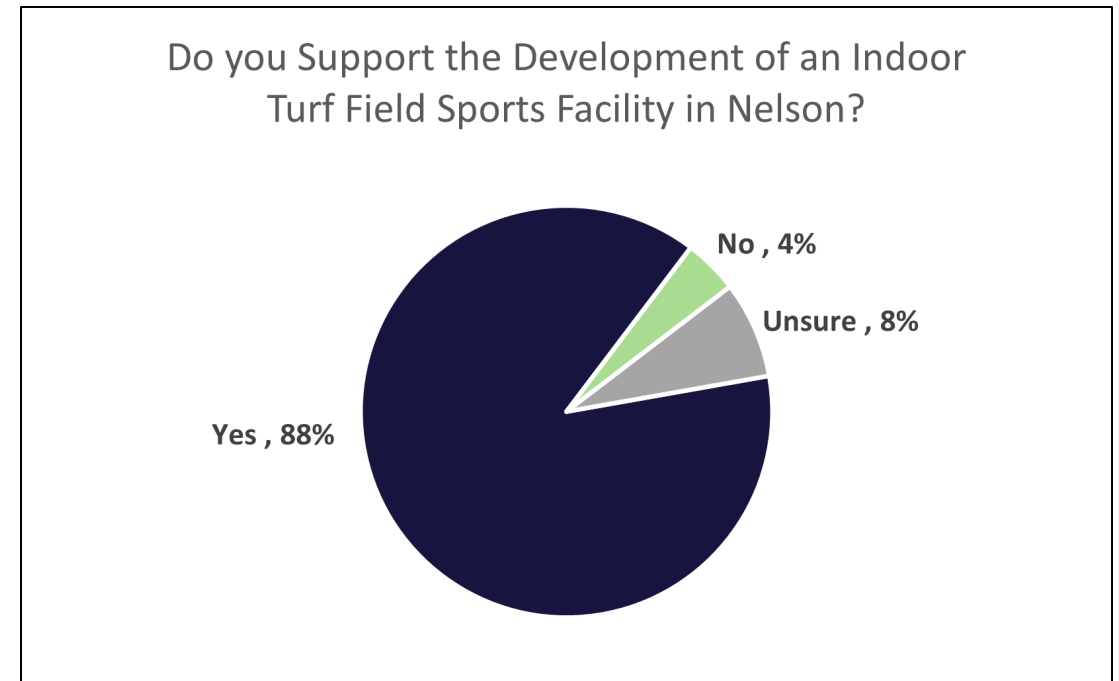
COMMUNITY ENGAGEMENT AND RESEARCH

ENGAGEMENT – RESIDENT SURVEY

- A survey was fielded with Nelson residents to gain insight into the feasibility and interest of an indoor turf sports field facility.
- 746 responses
- The survey was fielded from January 31 – April 1, 2023

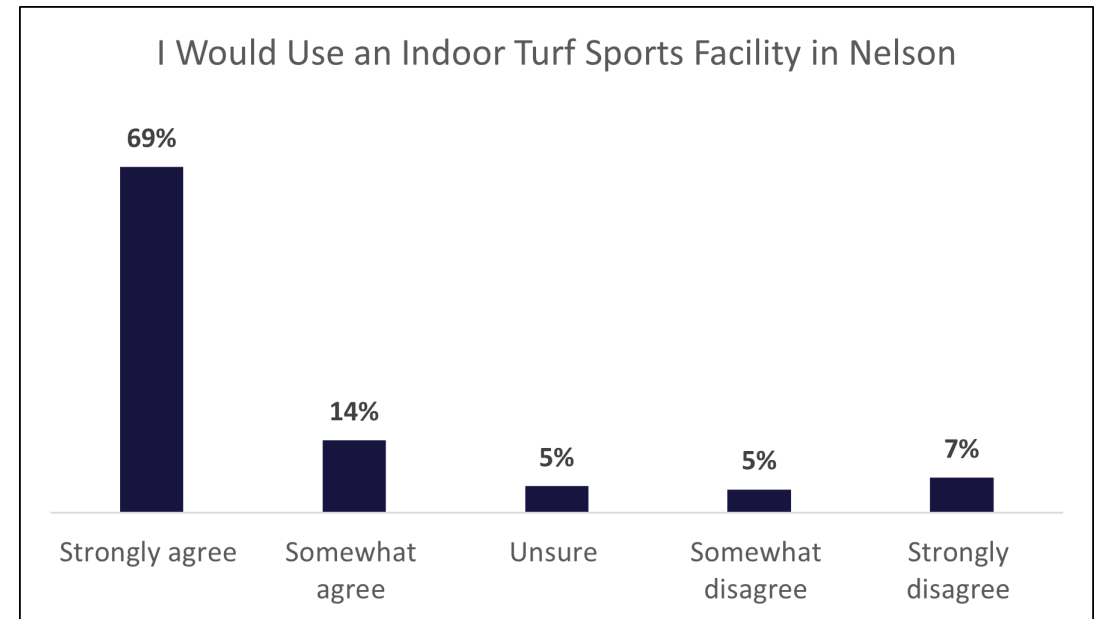
SUPPORT FOR DEVELOPMENT – RESIDENT SURVEY

- Over three-quarters (88%) of respondents support the development of an indoor turf field sports facility in Nelson.



USAGE OF THE FACILITY – RESIDENT SURVEY

- Over three-quarters (83%) of respondents agree (strongly agree and somewhat agree) that they would use an indoor turf sports facility in Nelson.



VARIETY OF ACTIVITIES – RESIDENT SURVEY

The indoor turf sports facility will be able to host a variety of sports, user groups and events in Nelson. Respondents shared the activities they would participate in at the indoor facility.

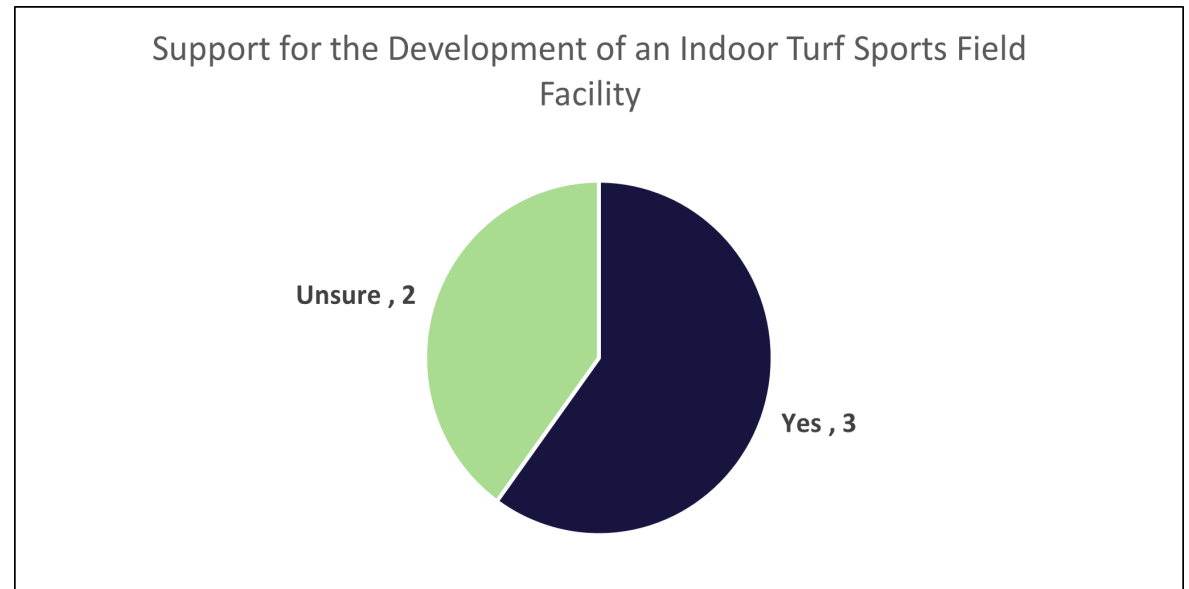
- Soccer (374 mentions),
- Ultimate frisbee (84),
- Football (43),
- Walking / running (40),
- Conditioning / workouts / training (35),
- Rugby (31),
- Baseball (27),
- Field hockey (22),
- Track & field (20),
- Pickleball / tennis (14), and
- Lacrosse (13).

ENGAGEMENT – GROUP SURVEY

- A survey was fielded with user groups in Nelson to gather their needs and perspectives on the development of the indoor turf sports field.
- Fielded from February 12 – March 6, 2023.
- 6 responses. *(Not all groups answered every question)*

SUPPORT FOR DEVELOPMENT – GROUP SURVEY

- 3 of 5 groups support the development of an indoor turf sports field facility.



FREQUENCY OF USE – GROUP SURVEY

Respondents were asked to identify their potential usage of the indoor facility during specific times of the year.

Overall Usage

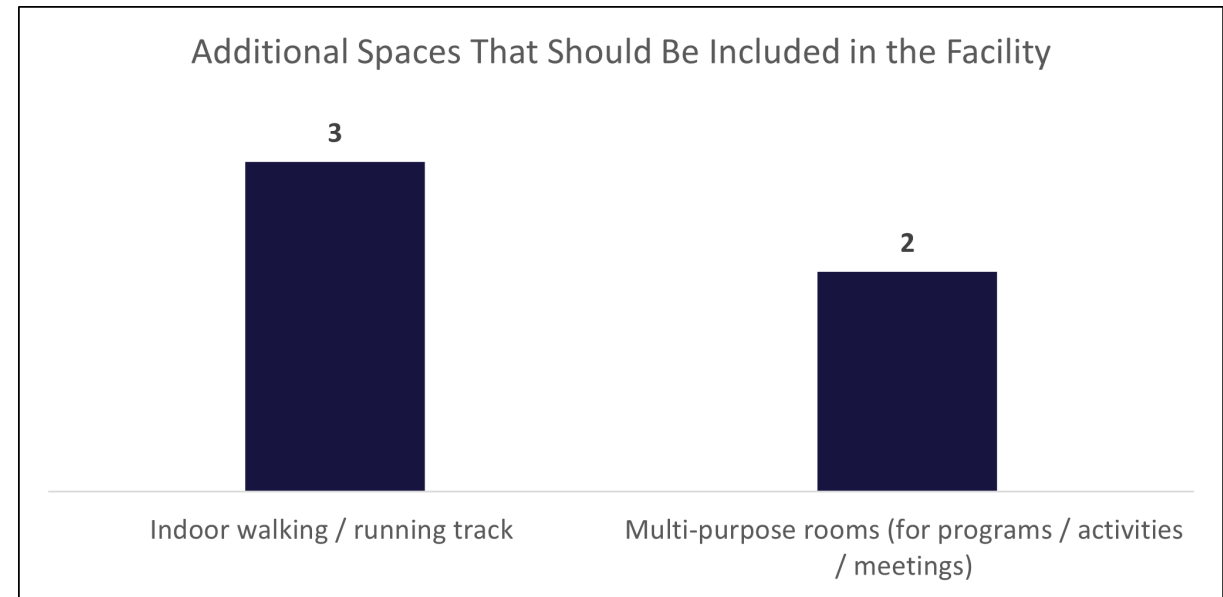
- Average of 16 – 24 hours per month from January to April.
- Average of 12-16 hours per month from October to December.

Use During the Week

- 2 of 6 groups said they would use the field space between 6:30pm – 9pm on weekdays.
- There is interest from groups to use the space from 9am – 9pm on weekends.

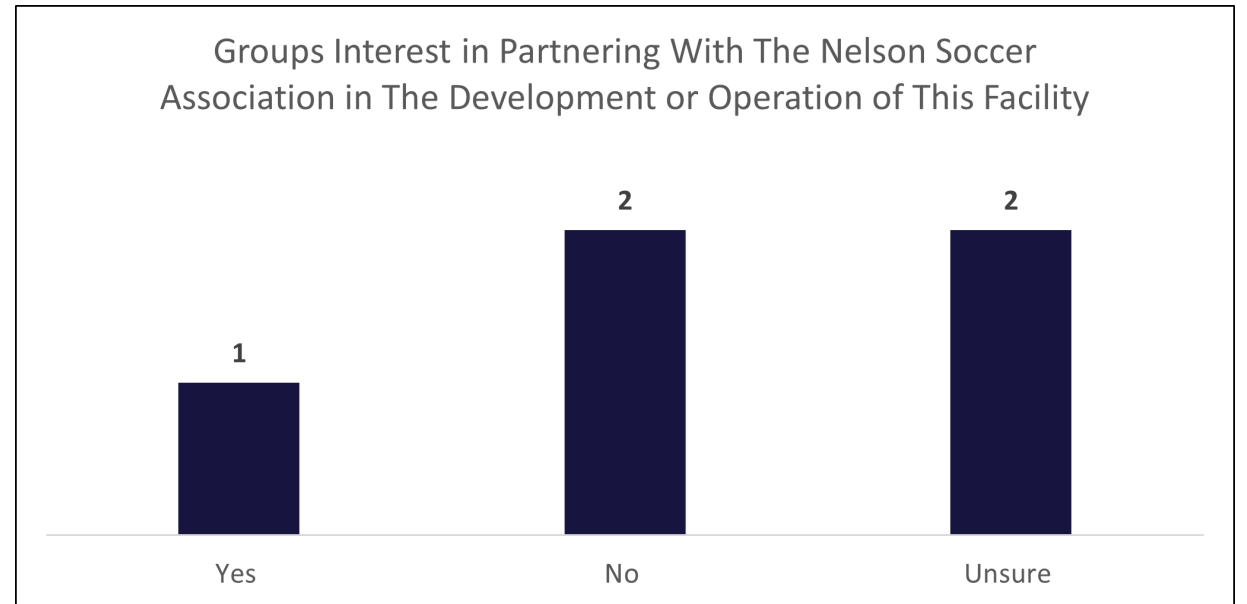
ADDITIONAL AMENITIES – GROUP SURVEY

- 3 of 5 groups identified a walking / running track as an additional amenity that should be included in the facility.
- Other spaces mentioned include: netting and batting cages, showers and dressing rooms.



PARTNERSHIPS – GROUP SURVEY

- 1 group expressed interest in partnering with NSA on the development of an indoor sport field facility.



WHERE DO WE PLAY INDOOR SOCCER NOW?

Existing Indoor Space in Nelson

- Indoor Soccer Facility
- Selkirk College Gymnasium

2017 Indoor Soccer Facility Assessment

- The facility is not in alignment with the Access Requirements as stated in the 2012 British Columbia Building Code.
- The assessment identified approximately \$265,000 of improvements.
- Lifecycle improvement to the fire alarm systems was due in 2020.

HOW OFTEN IS THE CURRENT INDOOR FACILITY BEING USED?

Facility Utilization

- The facility operates from October – March
- 12 hours a day
- 7 days a week
- Utilization is calculated by dividing the overall available hours of the facility by the number of hours utilized.

Available Hours	2,016 hours
Hours Utilized	1,200 hours
% of Utilization	58%

Prime Time Utilization

- Prime time is defined as the most desirable time to book or utilize a facility.
- Prime time hours are 4pm – 9pm on weekdays and all day on weekends.

Prime Time Hours Available	1,176 hours
Hours Utilized	1,152 hours
% of Utilization	98%

WHAT ARE OUR PARTICIPATION FIGURES?

- There has been a 7% increase in recreational soccer participation from 2021-2023 and a 3% increase in rep participation in the same time frame.

	2023 (to May 1)	2022	2021	2020	2019	2018
Youth						
Recreation	734 (88%)	771 (91%)	685 (90%)	273 (62%)	812 (92%)	854 (92%)
Rep	100 (12%)	72 (9%)	72 (10%)	170 (38%)	72 (8%)	78 (8%)
Total Youth	834	843	757	443	884	932
Adult						
League players	207	205	208	-	248	250
Program participants	65	85	-	125	96	24
Total Adult	272	290	208	125	344	274
Total Participation						
Total Participants	1,106	1,133	965	568	1,228	1,206
Youth Proportion	75.4%	74.4%	78.4%	78.0%	72.0%	77.3%
Adult Proportion	24.6%	25.6%	21.6%	22.0%	28.0%	22.7%

WHY ARE COMMUNITIES INVESTING IN AIR DOMES?

- To increase the provision of indoor turf field in the community.
- To increase the provision of multi-use spaces in the community.
- To increase programming abilities for user groups.
- Year-round access to facilities.
- Climate change is impacting outdoor sport seasons.

CASE STUDY FACILITIES

- Case studies were conducted on the below facilities to investigate cost, amenities, partnerships and how the field is being used.

British Columbia Facilities

- New Dawn Place, Cranbrook BC
- Kimberley High School Indoor Field, Kimberley BC
- North Shore Indoor Facility, North Shore BC
- Kelowna Soccer Centre (Mission and Rutland)

Other Facilities

- Sports Dome, Russell ON
- Cougar Dome, Truro NS
- The Dome, Red Deer AB
- Indoor Soccer Facility, Quesnel ON

CASE STUDY KEY FINDINGS

- There are currently **six domes** in British Columbia, with a seventh being built in West Kelowna and four tennis / pickleball facilities being built across BC.
- Many of the air dome projects have been built through **partnerships with municipal or regional governments**. The partnerships have been leveraged to secure **grant funding** to build the facility.
- All turf fields can be **divided in half**, with many being able to be **split into thirds**. Some facilities also enable the field to be split into quarters.
- Many of the facilities offer amenities other than just a turf field, such as **baseball and or softball infields, golf range bays, volleyball courts, tennis courts and pickleball courts**.
- The capital cost for the different types of domes researched range from **\$1M to \$8 M**.

WHAT CAN THE NELSON FACILITY LOOK LIKE?

Space	Description	Design Considerations
Turf field	<p>Full size soccer field (105 m x 68 m)</p> <ul style="list-style-type: none"> Enables games for all ages Field can be subdivided by curtains into quarters 	<ul style="list-style-type: none"> Require divider curtains, and storage for nets and field maintenance equipment. Storage for NSA equipment and other sport storage.
Walking / running track	<ul style="list-style-type: none"> Around the perimeter of the field with curtains to protect users from activities on the field 	<ul style="list-style-type: none"> Two lanes to accommodate walking and running. Potential warm up space.
Office space	<ul style="list-style-type: none"> Administration space for Nelson Indoor soccer Houses a booking / admin person who manages the facility Accommodate 2 separate workspaces. 	<ul style="list-style-type: none"> Acts as a control point for the building, near the entrance.
Multipurpose room	<ul style="list-style-type: none"> Hosts group / board meetings for NSA and other community organizations Can serve as a coaching room and classroom space for teams and other facility users 	<ul style="list-style-type: none"> A large meeting space, with the ability to split the space into halves for smaller meetings and teaching space.
Washrooms	<ul style="list-style-type: none"> For use by visitors / users 	<ul style="list-style-type: none"> Sizing and design based on building codes.
Change rooms	<ul style="list-style-type: none"> Team change rooms (2); can be secured 	<ul style="list-style-type: none"> Adjacent from the field area.
Retail kiosk	<ul style="list-style-type: none"> Small space from which equipment can be sold (e.g. shin pads) and prepared snacks and refreshments 	<ul style="list-style-type: none"> Can be combined with the control point.
Utility space / shared area	<ul style="list-style-type: none"> Utility room Maintenance / custodial space 	<ul style="list-style-type: none"> Should be placed in an easily accessible space for operators.

WHAT IS THE DIFFERENCE BETWEEN A FIELD HOUSE AND AN AIR DOME?

Air Dome

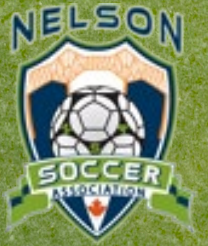
- Generally, air domes are constructed faster, however the lifespan of the building is significantly shorter. They also require less building materials than a brick-and-mortar facility.
- An air dome has much less upfront capital costs to build.
- An air dome can be removed seasonally or can be a permanent structure.
- An air dome can be recycled at the end of its life span.
- Air domes can be used for a variety of recreation and sport activities such as soccer, basketball, tennis, volleyball, dance classes, fitness training and more.
- Air domes require constant circulation of outside air to support the structure and therefore the air quality can be found better than a traditional fieldhouse without proper ventilation.
- An air dome uses less energy to operate and maintain.

Fieldhouse

- Generally, fieldhouses are attached to multi use recreation facilities and these facilities provide opportunities such as aquatics and arenas which a dome cannot provide.
- A fieldhouse is generally not built as a stand-alone facility.
- A fieldhouse's life span (45-50 years) is greater than that of a dome (20-25 years)

SIMILARITIES BETWEEN A FIELD HOUSE AND AIR DOME

- Both air domes and fieldhouses are multipurpose and can provide users with more than one experience. (Ex. Field sports, court sports)
- They can both be customized to fit specific activity needs.
- Both facilities can provide year-round play which allows organizations to optimize their long-term player development plans.
- Both facilities provide recreational opportunities to the community and can be used to host large events. .



FINANCIAL IMPACTS

WHAT ARE THE CAPITAL COSTS?

- Capital Costs based on figures provided by the Farley Group.
- Total cost estimate is \$6,482,465.

Item	Amount	
Dome	\$1,750,000	
Turf	\$844,000	
Site prep and landscaping	\$350,000	
Utilities	\$476,400	
Foundation	\$883,000	
Complementary spaces outside dome (i.e.office/ multipurpose room/ washrooms / change rooms)	\$893,750	
Equipment (nets, seating, score board)	\$146,000	
		\$5,343,150
Project Management / Engineering	\$550,000	
		\$550,000
Sub total		\$5,893,150
10% contingency		\$589,315.00
Total estimate		\$6,482,465.00

POTENTIAL PARTNERSHIPS

- A facility like an indoor soccer dome relies on contributions from the broader community along with NSA.
- Capital contributions could come from:
 - City of Nelson
 - Regional District of Central Kootenay
 - Province of B.C
 - Government of Canada
 - Columbia Basin Trust
 - Other Not For Profit organizations
 - Community Partners
 - Corporate and business community
 - Residents

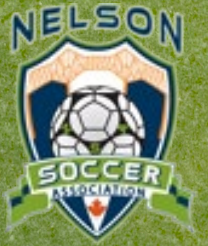
WHAT ARE THE OPERATING COSTS?

- Total projected revenue (rentals, retail kiosk, sponsorship and advertising is projected to be **\$220,959.38**.
- Total operating expenses are projected to be **\$194,500.00**.
- Net income is projected to be **\$26,459.38**.

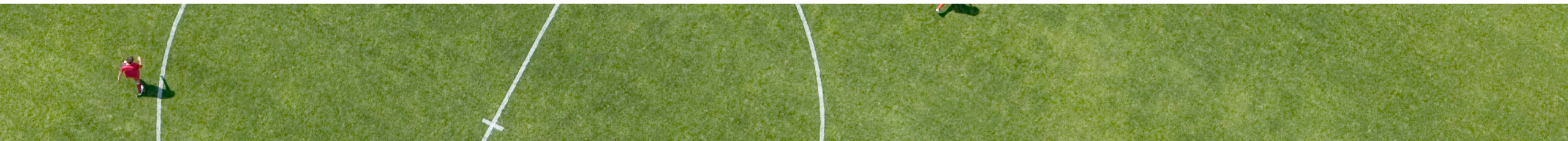
Revenue		
	Field rental (prime time winter)	\$ 133,204.50
	Field rental (non-prime time winter)	\$ 8,970.00
	Field rental (prime time summer)	\$ 33,301.13
	Field rental (non-prime time summer)	\$ 3,363.75
	Multipurpose room rental	\$ 3,120.00
	Retail kiosk (net)	\$ 24,000.00
	Sponsorship	\$ 5,000.00
	Advertising	\$ 10,000.00
	Revenue Total	\$ 220,959.38
Expenses		
	Facility Manager (booking, supervision)	\$ 45,000.00
	Custodial	\$ 10,000.00
	Internet, phone, software	\$ 6,000.00
	Parking lot maintenance	\$ 5,000.00
	Utilities (gas and electricity)	\$ 75,000.00
	Insurance	\$ 48,000.00
	Repairs & Maintenance	\$ 3,000.00
	Advertising & Printing	\$ 2,500.00
	Expense Total	\$ 194,500.00
Net Income	Net Income	\$ 26,459.38

CONCLUSIONS

- There is community support for an indoor turf sports field in Nelson.
- Contributions from the City, RDCK, Sponsors, Local Business, Schools is essential to building an indoor turf field sports facility.
- Participation numbers for youth soccer in Nelson continue to rise, which creates a higher demand for programming space, especially during the winter months.
- The indoor turf sports facility will be able to host a variety of sports, events and user groups.
- The current indoor soccer facility is 98% utilized during prime-time hours.



QUESTIONS?





Commission Report

Date of Report: 11, 21, 2023
Date & Type of Meeting: 11, 29, 2023 Nelson & District Recreation Commission Meeting
Author: Ryan Ricalton, Facility Manager - NDCC
Subject: NDCC Parking Bylaw Enforcement Contract
File: 0520-50-NDCC
Electoral Area/Municipality: City of Nelson, Area F and Defined Area E

SECTION 1: EXECUTIVE SUMMARY

The purpose of this report is to request direction to staff to enter into a service agreement with the City of Nelson for Bylaw enforcement to enforce the City of Nelson's 2 hour parking zone in the Nelson & District Community Complex Parking Lot. The City will provide approximately 7.5 hours/week of bylaw enforcement at a cost not to exceed \$22,540, exclusive of taxes.

SECTION 2: BACKGROUND/ANALYSIS

The City of Nelson Bylaw provided the following statistics on citations received in the NDCC parking lot;

Citations Violations by Location Summary			
Violation	2023 (YTD Oct. 6/2023)	2022	2021
Exceeding Max Time Limit	87	62	38
Reserved Parking - No Permit	21	9	-
Boulevard Parked On	14	-	-
Paid Parking - Fail to Display	3	13	-
Other	34	4	-
	159	88	38

The RDCK entered into an agreement with the City of Nelson to provide parking lot bylaw services for the last three years (2020 – 2021, 2021-2022, and 2022-2023). Staff are proposing that the RDCK enter into the same agreement to continue the services from December 2023 to November 2024.

Staff liaised with City of Nelson Management in November 2023, to discuss the terms of the contract and the service delivery in relation to the fees. A copy of the draft agreement is attached.

As indicated, a 2-hour parking limit will be enforced. We have not received any consistent feedback of any issues from patrons. Enforcing the 2-hour limit leads to fewer non-NDCC user parking in the NDCC lot, and more parking opportunities for NDCC users.

The NDCC attracts staff from across the region. As such, we have developed a staff parking pass program to assist bylaw enforcement in differentiating staff versus patron parking.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan: Yes No Financial Plan Amendment: Yes No
Debt Bylaw Required: Yes No Public/Gov't Approvals Required: Yes No

The 2024 NDCC Financial Plan includes \$22,540 for the cost of City of Nelson Bylaws providing bylaw patrol December 1, 2023 – November 31, 2024

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

The RDCK does not have the power under the Motor Vehicle Act to regulate parking within the municipality.

3.3 Environmental Considerations

Continuing to provide parking opportunities may result in less cars idling as patrons wait to find a parking space.

3.4 Social Considerations:

Continuing to increase parking opportunities may help reduce a barrier to participation at the NDCC. The enforcement of a parking time limit should not negatively impact legitimate NDCC parking lot users.

3.5 Economic Considerations:

Continuing to increase parking opportunities for NDCC users may increase participation rates at the facility, leading to increase revenue.

3.6 Communication Considerations:

Continued communication with our patrons and public that will include;

- Signage at the NDCC in both the parking lot and facility.

3.7 Staffing/Departmental Work Plan Considerations:

The Service Agreement will be managed within existing staff's work plans.

3.8 Board Strategic Plan/Priorities Considerations:

N/A

SECTION 4: OPTIONS & PROS / CONS

Option 1: Bylaw Enforcement

Pros:

- More parking opportunities will continue to be available for NDCC users
- Consistent and effective approach to parking patrol within other areas of the City
- NDCC parking lot will be used by less by non-NDCC patrons and more by NDCC facility users

Cons:

- NDCC patrons are limited to 2 hours

Option 2: No Bylaw Enforcement

Pros:

- Savings of \$22540 in NDCC 2024 budget

Cons:

- Limited parking will recommence as an issue at the NDCC
- Ongoing frustration for NDCC users on non-facility parking lot users

SECTION 5: RECOMMENDATIONS

That the Board approve a Service Agreement between the Regional District of Central Kootenay and the City of Nelson for Bylaw enforcement to enforce the City of Nelson 2 hour parking zone in the Nelson & District Community Complex Parking Lot at approximately 7.5 hours/week at a cost of \$22,540 for a one year period dated to begin December 1, 2023.

Respectfully submitted,



Ryan Ricalton – Facility Manager - NDCC

CONCURRENCE

Craig Stanley, Regional Manager – Operations & Asset Management



Joe Chirico – General Manager of Community Services



ATTACHMENTS:

Attachment A – Goods and Services Agreement – NDCC Bylaw Enforcement



Goods and Services Agreement

Contract #: 06-2230-20-6715-07
Project: NDCC Bylaw Enforcement
GL Code: 54030/OPR465-106

THIS AGREEMENT executed and dated for reference the:

1st day of December, 2022
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the "RDCK")
at the following address:
Box 590, 202 Lakeside Drive
Nelson, BC V1L 5R4

AND

CITY OF NELSON
(hereinafter called the "Contractor")
at the following address:
Suite 101, 310 Ward Street
Nelson, BC V1L 5S4

Agreement Administrator: Ryan Ricalton
Telephone #: 250-354-4386 ext. 5107
Email: rricalton@rdck.bc.ca

Agreement Administrator: S. Martineau
Telephone: 250-352-8234
Email: SMartineau@nelson.ca

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS CONFIRMED, THE RDCK AND THE CONTRACTOR AGREE AS FOLLOWS:

- (a) **SERVICES:** The Contractor shall provide the services detailed in Schedule "A" of this Agreement (the "Services").
- (b) **TERM:** Notwithstanding the date of execution of this Agreement the Contractor shall provide the Services described in Schedule A hereof commencing on **December 1, 2022** and ending on **November 30, 2023** (the "Term").

LOCATION: The location for delivery of the Services shall be Nelson & District Community Complex at 305 Hall Street, Nelson BC V1L 5X4.

- (c) **CONTRACT PRICE/RATE:** \$21777 (excluding GST) and on the terms set out in Schedule B.
- (d) **BILLING DATE:** Monthly.

- (e) Schedules A and B are incorporated into, and form part of this Agreement.
- (f) The following terms and conditions are incorporated into, and form part of this Agreement:

THE CONTRACTOR'S OBLIGATIONS

- 1 The Contractor shall:
 - (a) Undertake all work and supply all materials necessary to perform the Services, unless stipulated otherwise in Schedule A;
 - (b) Upon the request of the Regional District of Central Kootenay (herein after called the "RDCK") fully inform the RDCK of the work done by the Contractor in connection with the provision of the Services and permit the RDCK at all reasonable times to inspect, review and copy all works, productions, buildings, accounting records, findings, data, specifications, drawings, working papers, reports, documents and materials, whether complete or otherwise, that have been produced, received or acquired by the Contractor as a result of this agreement;
 - (c) Comply with all applicable municipal, provincial and federal legislation and regulations;
 - (d) At its own expense, obtain all permits and licenses necessary for the performance of the Services, and on request provide the RDCK with proof of having obtained such licenses or permits;
 - (e) Promptly pay all persons employed by it;
 - (f) Not assign this Agreement, not subcontract any of its obligations under this Agreement, to any person, firm or corporation without the prior written consent of the RDCK;
 - (g) At all times, exercise the standard of care, skill and diligence normally exercised and observed by persons engaged in the performance of services similar to the Services;
 - (h) At all times, treat as confidential all information and material supplied to or obtained by the Contractor or subcontractor as a result of this Agreement and not permit the publication, release or disclosure of the same without the prior written consent of the RDCK;
 - (i) Not perform any service for any other person, firm or corporation which, in the reasonable opinion of the RDCK, may give rise to a conflict of interest;
 - (j) Be an independent Contractor and not the servant, employee or agent of the RDCK;
 - (k) Ensure all persons employed by it to perform the Services are competent to perform them, adequately trained, fully instructed and supervised;
 - (l) Accept instructions from the RDCK, provided that the Contractor shall not be subject to the control of the RDCK in respect of the manner in which such instructions are carried out;
 - (m) At its own expense, obtain Workers Compensation Board coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work. Upon request, the Contractor shall provide the RDCK with proof of such compliance;
 - (n) Be responsible for all fines, levies, penalties and assessments made or imposed under the *Worker's Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless fines, levies, penalties and assessments;

- (o) Ensure that all personnel hired by the Contractor to perform the Services will be the employees of the Contractor and not to the RDCK with the Contractor being solely responsible for the arrangement of reliefs and substitutions pay supervision, discipline, employment insurance, workers compensation, leave and all other matters arising out of the relationship of employer and employee;
- (p) Not in any manner whatsoever commit or purport to commit the RDCK to the payment of any money;
- (q) Establish and maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred;
- (r) Notwithstanding the provision of any insurance coverage by the RDCK, indemnify and save harmless the RDCK, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as “**Claims**”), that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its subcontractor(s), servant(s), agent(s) or employee(s) under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the RDCK its other contractor(s), assign(s) and authorized representative(s) or any other persons;
- (s) Use due care that no person or property is injured and no rights infringed in the performance of the Services, and shall be solely responsible for all losses, damages, costs and expenses in respect to any damage or injury, including death, to persons or property incurred in providing the Services or in any other respect whatsoever;
- (t) During the Term of this Agreement, take out and maintain commercial general liability insurance, and if applicable professional liability insurance or environmental impairment liability insurance, against claims for bodily injury, death or property damage arising out of this Agreement or the provision of the Services in a form acceptable to the Chief Financial Officer of the RDCK, in the amount of **\$5,000,000** per occurrence, naming the RDCK as an additional insured and shall provide the RDCK with a certificate of insurance upon execution of this Agreement, with such insurance extended to include the Contractor’s Blanket Contractual Liability and include a cross liability clause and requiring the insurer not to cancel or materially change the insurance without first giving the RDCK thirty days’ prior written notice; provided that if the Contractor does not provide or maintain in force the insurance required by this Agreement, the Contractor agrees that the RDCK may take out the necessary insurance and the Contractor shall pay to the RDCK the amount of the premium immediately on demand;

The insurance policy (policies) carried by the Contractor will be primary in respect to the operation of the named insured pursuant to the contract with the local government. Any insurance or self-insurance maintained by the local government will be in excess of such insurance policy (policies) and will not contribute to it;

If the nature of the services or goods provided requires the use of vehicles, the Contractor shall take out and maintain Automobile Liability (third party) insurance with a minimum limit of \$5,000,000.

- (u) Inspect the site where the Services are to be performed (the “Site”) and become familiar with all conditions pertaining thereto prior to commencement of the Services;
- (v) Where materials and supplies are to be provided by the Contractor, use only the best quality available;
- (w) Where samples of materials or supplies are requested by the RDCK, submit them to the RDCK for the RDCK’s approval prior to their use;

- (x) Not cover up any works without the prior approval or consent of the RDCK and, if so required by the RDCK, uncover such works at the Contractor's expense; and
- (y) Keep the Site free of accumulated waste material and rubbish caused by it or the Services and, on the completion of the Services, leave the Site in a safe, clean and sanitary condition.

THE REGIONAL DISTRICT OF CENTRAL KOOTENAY'S OBLIGATIONS

2 The RDCK shall:

- (a) Subject to the provisions of this Agreement, pay the Contractor, in full payment for the Services which in the opinion of the RDCK at the times set out in Schedule B of this Agreement (herein called "**Contract Price**"), and the Contractor shall accept such payment as full payment for the Services;
- ~~(b) Notwithstanding Subsection 2(a), not be under any obligation to advance to the Contractor more than 90% of the Contract Price for Services rendered in accordance with Schedule A to the satisfaction of the RDCK. The 10% holdback shall be retained and paid back in accordance with the *Builder Lien Act*;~~
- ~~(c) Providing that it is not in breach of any of its obligations under this Agreement, holdback from the Contract Price in addition to the 10% holdback contemplated in Subsection 2(b), sufficient monies to indemnify the RDCK completely against any lien or claim of lien arising in connection with the provision of the Services;~~
- (d) Make available to the Contractor all available information considered by the RDCK to be pertinent to the Services;
- (e) Give the Contractor reasonable notice of anything the RDCK considers likely to materially affect the provision of the Services; and
- (f) Examine all studies, reports, sketches, proposals and documents provided by the Contractor under this Agreement, and render decisions pertaining thereto within a reasonable time.

TERMINATION OF AGREEMENT

- 3 In the event of a substantial failure of a party to perform in accordance with the terms and conditions of this Agreement, it may be terminated by the other party on five (5) days' written notice.
- 4 The RDCK may, at its sole discretion, terminate this Agreement on ten (10) days' notice, and the payment of funds required to be made pursuant to Section 5 shall discharge the RDCK of all of its liability to the Contractor under this Agreement.
- 5 Where this Agreement expires or is terminated before 100% completion of the Services, the RDCK shall pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the RDCK prior to expiration or termination.
- 6 Where the Contractor fails to perform or comply with the provisions of this Agreement the RDCK may, in addition to terminating this Agreement, pursue such remedies as it deems necessary.

GENERAL TERMS

- 7 The RDCK shall be the sole judge of the work, material and the standards of workmanship in respect of both quality and quantity of the Services, and his decision on all questions in dispute with regard thereto, or as to the meaning and intentions of this contract, and as to the meaning or interpretation of the plans,

drawings and specifications, shall be final, and no Services shall be deemed to have been performed as to entitle the Contractor to payment therefrom, until the RDCK is satisfied therewith.

- 8 The RDCK certifies that the Service purchased pursuant to this Agreement are for the use of and are being purchased by the RDCK and are therefore subject to the *Excise Tax Act* (Canada).
- 9 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 10 Time shall be of the essence of this Agreement.
- 11 Any notice required to be given hereunder shall be delivered or mailed by prepaid certified or registered mail to the addresses above (or at such other address as either party may from time to time designate by notice in writing to the other), and any such notice shall be deemed to be received 72 hours after mailing.
- 12 This Agreement shall be binding upon the parties and their respective successors, heirs and permitted assigns.
- 13 A waiver of any provision or breach by the Contractor of any provision of this Agreement shall be effective only if it is in writing and signed by the RDCK.
- 14 A waiver under Section 13 shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 15 Everything produced, received or acquired (the "**Material**") by the Contractor or subcontractor as a result of this Agreement, including any property provided by the RDCK to the Contractor or subcontractor, shall:
 - (a) be the exclusive property of the RDCK; and
 - (b) be delivered by the Contractor to the RDCK immediately upon the RDCK giving notice of such request to the Contractor.
- 16 The copyright in the Material belongs to the RDCK.
- 17 The RDCK may, at its discretion, notify the Contractor that the terms, amounts and types of insurance required to be obtained by the Contractor hereunder be changed.
- 18 Where the Contractor is a corporation, it does hereby covenant that the signatory hereto has been duly authorized by the requisite proceedings to enter into and execute this Agreement on behalf of the Contractor.
- 19 Where the Contractor is a partnership, all partners are to execute this Agreement.
- 20 Sections 1 b), i), j), r), and 16 of this Agreement will, notwithstanding the expiration or earlier termination of the Term, remain and continue in full force and effect.
- ~~21 Parts 2, 3 and 4 of the Request for Quote/Request for Proposals/Invitation to Tender of the RDCK dated [Date] and the Contractor's Quote/Proposal/Bid provided in response are hereby incorporated into and forms part of this Agreement.~~
- 22 Except as expressly set out in this Agreement, nothing herein shall prejudice or affect the rights and powers of the RDCK in the exercise of its powers, duties or functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement

had not been executed and delivered.

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

REGIONAL DISTRICT OF CENTRAL KOOTENAY	THE CITY OF NELSON
<hr/> <p>(Signature of Authorized Signatory)</p> <hr/> <p>(Name and Title of Authorized Signatory)</p> <hr/> <p>(Signature of Authorized Signatory)</p> <hr/> <p>(Name and Title of Authorized Signatory)</p>	<p>DocuSigned by: <i>Sarah Winton</i> CC33786FCDC1406...</p> <hr/> <p>(Signature of Authorized Signatory)</p> <p>Sarah Winton Director of Corporate Services</p> <hr/> <p>(Name and Title of Authorized Signatory)</p> <hr/> <p>(Signature of Authorized Signatory)</p> <hr/> <p>(Name and Title of Authorized Signatory)</p>

SCHEDULE A: SERVICES

Services to include:

Subject to the terms and conditions of this Goods and Services Agreement, the Contractor shall provide all labor, supervision, tools, material, equipment, transportation, and management necessary to provide parking bylaw enforcement services under applicable City of Nelson Bylaws.

In general the Nelson and District Community Complex parking lot is to be managed in the same manner as 2 Hour Parking Zones in the City of Nelson, The Contractor will provide approximately 7.5 hours/week of bylaw enforcement.

Specifically the Contractor agrees to:

The Contractor shall provide the following regarding staffing to provide the required services:

The Contractor shall employ capable, experienced, and trained staff responsible for the enforcement of the parking lot.

The Contractor's employees shall present a clean, neat, professional and easily recognized appearance as the Contractor's employee.

Criminal background checks and credentials will be required for each employee who performs services under this contract,

The Contractor shall select, supervise and exercise control and direction over its employees and/or subcontractors under this contract. The Regional District of Central Kootenay may direct the Contractor to remove from the contract any employee and/or subcontractor whose work at the Nelson and District Community Complex location is deemed to be contrary to the best interest of the District.

SCHEDULE B: CONTRACT PAYMENT TERMS

- 1 Total budget shall not exceed \$21777 (excluding GST).
- 2 Invoices to be submitted monthly in the amount of **\$1814.75**.

The following contract number and GL code(s) **must** be quoted on the invoice(s):

Contract Number: **06-2230-20-6715-07**

GL Code: **54030/OPR465-106**

Invoices should be emailed to ap@rdck.bc.ca, with the contract administrator identified on the first page of this contract in cc.

- 3 Invoices to be paid on net 30 day term.
- 4 GST (if applicable) shall be listed as a separate line item on all invoices.