



Regional District of Central Kootenay
NELSON AND DISTRICT RECREATION COMMISSION NO.5
Open Meeting Addenda

Date: Wednesday, January 28, 2026

Time: 10:30 am

Location: RDCK Board Room, 202 Lakeside Dr., Nelson, BC

Directors will have the opportunity to participate in the meeting electronically. Proceedings are open to the public.

Pages

1. ZOOM REMOTE MEETING INFO

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).

Meeting Time:

10:30a.m. PST

Join by Video:

<https://rdck-bc.ca.zoom.us/j/93923376035?pwd=SbdN4XYaSSFgDMcjdqhz1DQNPS5zOb.1>

Join by Phone:

1 833 958 1164

*6 to unmute or mute

*9 to raise or lower your hand

Meeting ID: 939 2337 6035

Meeting Password: 765602

In-Person Location: RDCK Head Office - Boardroom - 202 Lakeside Drive

2. ELECTION OF THE CHAIR

CALL TO ORDER

[RDCK Board Chair (if present) or RDCK Corporate Officer or RDCK Staff or RDCK

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

ELECTION OF CHAIR

CALL FOR NOMINATIONS (3 Times)

[Director/Member] [Last Name] nominated [Director/Member] [Last Name].

[Director/Member] [Last Name] nominated [Director/Member] [Last Name].

[Director/Member] [Last Name] nominated [Director/Member] [Last Name].

NOTE: An election takes place if there is more than one person nominated for Chair. Delete this note.

OPPORTUNITY FOR CANDIDATES TO ADDRESS THE [COMMISSION/COMMITTEE]

Two minutes per address.

VOTE BY SECRET BALLOT

[RDCK Board Chair (if present) or RDCK Corporate Officer or RDCK Staff or RDCK Director] distribute the ballots

DECLARATION OF ELECTED OR ACCLAIMED CHAIR

[RDCK Board Chair (if present) or RDCK Corporate Officer or RDCK Staff or RDCK Director] ratifies the appointed [Director/Member] [Last Name] as Chair of the [Name of the Commission/Committee] for [Current Year].

RECOMMENDATION:

That the ballots used in the election of the Nelson & District Recreation Commission No. 5 be destroyed.

3. TRADITIONAL LANDS ACKNOWLEDGEMENT STATEMENT

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

4. ADOPTION OF AGENDA

RECOMMENDATION:

The Agenda for the January 28, 2026 Nelson and District Recreation Commission No. 5 meeting, be adopted as circulated.

5. RECEIPT OF MINUTES

The November 26, 2025 Nelson & District Recreation Commission No. 5 minutes,

have been received.

6. DELEGATE

There is no Delegate scheduled for the this Commission meeting.

7. STAFF REPORTS

7.1	Nelson & District Community Complex Quarterly Report	10 - 12
	The Commission Report dated January 28, 2026 from Ryan Ricalton, NDCC Facility Manager, re: Nelson & District Community Complex Quarterly Report, has been received.	
7.2	Nelson & District Annual Programming Update	13 - 16
	The Commission Report dated January 28, 2026 from Tia Wayling, Regional Programming Manager re: Nelson & District Annual Programming Update, has been received.	
7.3	Installation of Storage/Training Building (Shipping Container) at North Shore Hall	17 - 43
	The Commission Report dated January 28, 2026 from Ryan Ricalton, Facility Manager re: Installation of Storage/Training Building (Shipping Container) at North Shore Hall, has been received.	

RECOMMENDATION:

That the Board approve the installation of a storage/training building (shipping container) on the property of North Shore Hall by NSAR, subject to building permit approval

AND FURTHER;

That the board authorize staff to enter lease amendment discussions with NSAR to formalize the placement and use of the structure upon permit approval, pending the negotiations of the terms of the lease.

7.4	2026 - 2030 Financial Plan	43-44
	The Commission Report dated January 28, 2026 from Joe Chirico, General Manager of Community Services re: 2026 - 2030 Financial Plan has been received.	
7.4.1	2026 Detailed Financial Plan	45 - 59
	The Detailed 2026 Financial Plan has been received.	
7.4.2	2026 - 2030 Financial Plan Scenarios	60 -64
	Scenario one and Scenario two of the 2026 - 2030 Financial Plan has been received.	

8. OLD BUSINESS

8.1 Nelson & District Recreation Commission No. 5 2026 Meeting Dates

Commission to re-visit the Nelson & District Recreation Commission No. 5
2026 Meeting Dates.

- Jan 28, 2026
- Feb 10, 2026 (Special Budget)
- Apr 29, 2026
- May 27, 2026
- Jun 16, 2026
- Jul 29, 2026
- Aug 26, 2026
- Sept 29, 2026
- Nov 25, 2026

9. NEW BUSINESS

9.1 Potential Service to Fund Capital Improvements on the Recreation Campus

Commission and Staff to discuss the potential Service to fund Capital Improvements on the Recreation Campus based upon the increase identified through the consultation.

RECOMMENDATION:

DIRECTION TO STAFF: Commission Direct Staff to bring back to the next Nelson & District Recreation Commission meeting that outlines the process and the impact.

10. PUBLIC TIME

The Chair will call for questions from the public and members of the media at _____ a.m./p.m.

11. PREVIOUS MEETING ACTION ITEMS

11.1 Nelson & District Recreation Commission No. 5 Action Item List

Commission and Staff to review the Nelson & District Recreation Commission No. 5 Action Item List.

59

12. NEXT MEETING

The next [Name of Commission] meeting is scheduled for February 10, 2026 at 9:00a.m.

13. ADJOURNMENT

RECOMMENDATION:

The Nelson & District Recreation Commission No. 5 meeting be adjourned at [Time].



REGIONAL DISTRICT OF CENTRAL KOOTENAY

NELSON & DISTRICT RECREATION COMMISSION NO. 5 OPEN MEETING AGENDA

10:30 a.m.

November 26, 2025

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).

Join by Video:

<https://rdck-bc-ca.zoom.us/j/93923376035?pwd=SbdN4XYaSSFgDMcjdhz1DQNPS5zOb.1>

Join by Phone:

833 958 1164

Meeting Number (access code): 939 2337 6035

Meeting Password: 765602

In-Person Location: RDCK Boardroom – 202 Lakeside Drive

COMMISSION MEMBERS

Commissioner K. Page	City of Nelson – Chair
Commissioner T. Newell	Electoral Area F
Commissioner K. Tait	City of Nelson
Commissioner J. Morrison	City of Nelson
Commissioner C. Graham	Area E

STAFF

Joe Chirico	General Manager of Community Services
Craig Stanley	Regional Manager of Operations & Asset Management
Tia Wayling	Regional Programming Manager
Ryan Ricalton	Nelson & District Community Complex Facility Manager
Alana Jenkins	Meeting Coordinator

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

1. CALL TO ORDER

Chair Page called the meeting to order at 11:15 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:

The Agenda for the November 26, 2025, Nelson & District Recreation Commission No. 5 meeting, be adopted as circulated with item 6.2 moved ahead of 6.1.

Carried

4. RECEIPT OF MINUTES

The October 1, 2025, Nelson & District Recreation Commission No. 5 meeting minutes, have been received.

5. DELEGATE

There are no Delegates scheduled for this Commission meeting.

6. STAFF REPORTS

6.2 Civic Center Arena – Operations Report

The Commission Report dated November 26, 2025 from Ryan Ricalton, Facility Manager re: Civic Center Arena - Operations, has been received.

Craig Stanley Regional Manager of Operations & Asset Management spoke about adjustments to salary tracking in the report. The Commission asked about the difference in budget between the Civic Arena and Civic Center.

6.1 S226 DRAFT Financial Plan

The Commission Report dated November 26, 2025 from Craig Stanley, Regional Manager of Operations & Asset Management, re: S226 DRAFT Financial Plan, has been received.

Craig Stanley reviewed draft budget changes, clarified expense categorization, and outlined the rationale and timelines for capital expenditures. The Commission asked about consulting fees, along with asset management expense tracking, and Joe Chirico, General Manager -Community Services, provided clarification. Further questions were raised regarding grants, application challenges, bid-bonding, and project timelines, with staff clarifying the public procurement process and relevant requirements.

6.3 Nelson Recreation Campus – Engagement Project Next Steps

The Commission Report dated November 26, 2025 from Trisha Davison, Regional Manager of Recreation and Client Services, re: Nelson Recreation Campus – Engagement Project Next Steps, has been received.

Tricia Davison, Regional Manager of Recreation and Client Services reviewed the three

key recommendations identified from the engagement process to date and advised that School District 8 is developing a Community Use of Facilities and Grounds Procedure which RDCK will be invited to review as it's developed.

6.4 Nelson & District Community Complex Parking Lot – City of Nelson Bylaw Contract

The Commission Report dated November 26, 2025 from Ryan Ricalton, Facility Manager re: Nelson & District Community Complex Parking Lot - City of Nelson Bylaw Contract has been received.

The Commission questioned the potential use of parking metres. Joe Chirico, General Manager of Community Services, advised the data has shown that time-limited parking is the best way to prioritize facility users. The Commission was open to future discussion on parking options.

MOVED and seconded,

AND Resolved that it be recommended to the Board:

That the Board approve the RDCK enter into a Municipal Service Agreement with the City of Nelson for Bylaw Services to a maximum value of 24,850.35 plus GST for the period of December 1, 2025 – November 31, 2026 and that the Chair and Corporate Officer be authorized to sign the necessary documents.

Carried

7. CORRESPONDENCE

7.1 Nelson District Arts Council Request

The Letter dated October 31, 2025 from the Nelson District Arts Council has been received.

MOVED and seconded,

AND Resolved:

That the Commission supports the continuing of the mural process as outlined in the letter dated October 31, 2025 from the Nelson District Arts Council.

Carried

8. NEW BUSINESS

8.1 2026 Nelson & District Recreation Commission No. 5 Proposed Meeting Dates

- Jan 28, 2026
- Feb 4, 2026 – 1:00 p.m. due to a conflict at 9:00 a.m.
- Feb 10, 2026 (Special Budget)
- Apr 29, 2026
- May 27, 2026
- Jun 4, 2026
- Jul 29, 2026
- Aug 26, 2026
- Sept 29, 2026

- Nov 25, 2026
- Dec 14, 2026 (Special Budget)

Scheduled proposed time for all meetings would be 9:00am.

MOVED and seconded,
AND Resolved:

That the Nelson & District Recreation Commission No. 5 Meeting Dates for 2026 be scheduled as follows:

- Jan 21, 2026
- Feb 10, 2026 (Special Budget)
- Apr 29, 2026
- May 27, 2026
- Jun 16, 2026
- Jul 29, 2026
- Aug 26, 2026
- Sept 29, 2026
- Nov 25, 2026

Carried

Direction to Staff:

That the meeting schedule be included on the January 21, 2026 Nelson & District Recreation Commission No. 5 Meeting agenda.

9. OLD BUSINESS

9.1 ACTION ITEM LIST

The Commission and Staff to review previous meetings Action Item list

10. PUBLIC TIME

The Chair called for questions from the public and members of the media at 12:31 p.m.

A member of the public shared concern about how project priorities are chosen and the level of public input, emphasizing the need for ongoing engagement and improved meeting attendance. They asked about long-term planning for facility needs; Joe Chirico, General Manager of Community Services, noted current direction focuses on maximizing existing facilities. They also expressed difficulty understanding future plans across RDCK, the City of Nelson, and the School District, and the Commission described efforts to coordinate between them.

MEMBER ABSENT – Commissioner Tait left the meeting at 12:51 p.m.

11. NEXT MEETING

The next Nelson & District Recreation Commission No. 5 meeting is scheduled for January 21, 2026 at 9:00 a.m.

12. ADJOURNMENT

MOVED and seconded,

AND Resolved:

The Nelson & District Recreation Commission No. 5 meeting be adjourned at 12:53 p.m.

Carried

Digitally Approved

K. Page, Chair

RECOMMENDATION(S) TO THE BOARD OF DIRECTORS

- 1. That the Board approve the RDCK enter into a Municipal Service Agreement with the City of Nelson for Bylaw Services to a maximum value of 24,850.35 plus GST for the period of December 1, 2025 – November 31, 2026 and that the Chair and Corporate Officer be authorized to sign the necessary documents.*

THE FOLLOWING ITEMS ARE PROVIDED FOR CONVENIENCE ONLY AND WILL BE CONSIDERED AT ITS APPROPRIATE MEETING AS STATED.

Future Nelson & District Recreation Commission No. 5 Meetings

- 1. That the Nelson & District Recreation Commission No. 5 Meeting Dates for 2026 be scheduled as follows:*
 - Jan 21, 2026*
 - Feb 10, 2026 (Special Budget)*
 - Apr 29, 2026*
 - May 27, 2026*
 - Jun 16, 2026*
 - Jul 29, 2026*
 - Aug 26, 2026*
 - Sept 29, 2026*
 - Nov 25, 2026*
- 2. That the meeting schedule be included on the January 21, 2026 Nelson & District Recreation Commission No. 5 Meeting agenda.*



Commission Report

January 28, 2026

NDCC Operations Quarterly Report

Author:	Ryan Ricalton, Facility Manager - NDCC
File Reference:	01-0520-50
Electoral Area/Municipality:	City of Nelson, Area F and Defined Area E
Services Impacted	Nelson and District Community Facilities, Recreation, and Leisure Services – S226

1.0 PURPOSE OF REPORT

The purpose of this report is to provide an update on the various service areas within Nelson & District Community Complex (NDCC).

2.0 BACKGROUND AND UPDATE

Civic Center Operations

Civic Center operating season runs from Tuesday October 14, 2025 to Saturday March 13, 2026. Arena user groups were reminded of the snow load restrictions that are in place through the allocation process, but with this season's current snow load this has not had impact on any user groups at this time.

Staff have identified two major capital items at the Civic Arena that will require attention in the near future. These items fall outside of the current operating agreement and are therefore the responsibility of the City of Nelson.

Zamboni Replacement

The current Zamboni unit at the Civic Arena has reached the end of its useful life. Replacement of this equipment is not included in the operating agreement with the City of Nelson and, as such, is the responsibility of the City.

- Estimated replacement cost: approximately \$170,000

Brine Lines and Subfloor Structure

The brine lines located beneath the sand floor, along with the wood sleeper structure to which they are attached, are also at the end of their service life. Replacement of this infrastructure is not included in the operating agreement and therefore falls under the responsibility of the City of Nelson.

- Estimated replacement cost: currently unknown

Project Update

- Air Handler Replacement
 - Air Handler Replacement project is complete including the installation of a heat pump head in the fitness center stretching area.
 - Staff are continuing to work with Project management and contractors to diagnose a building air pressure challenge that has been occurring since installation. This issue is leading to environmental control issue (heat/humidity) as well
- Leisure Pool Filter Valve Retrofit
 - The Leisure Pool will be closed February 17 - 20 to accommodate the installation of new Leisure Pool Filter valving and pipe work. Staff had hoped this work could be completed during the annual pool shutdown but the condition of the valves indicate this needs to be completed sooner. The engineering, procurement and planning are completed and this is included in the budget.
 - 2 weeks' notice will be provided to program participants and patrons
 - We will keep the leisure pool open for family day operation
- Refrigeration Plant Upgrade
 - Project Management and the refrigeration contractor were on site the week of January 12 to work on finalizing plans for the refrigeration plant work that will start this Spring.

Aquatics Staffing

NDCC Aquatics staffing currently sits at approximately 85% of 2019 staffing levels. Staff availability remains variable at this time, and recruitment efforts are ongoing to ensure operational demands continue to be met.

Type	2019	2023 - July	2024 - April	2026 Q1
Full-time	4	4	4 (1)	3
Part-time	28	24	24	24
Leaders/Supervisors	13	9	11 (1)	9
Lifeguards	19	19	18	18
Total Aquatic Staff	32	28	27 (1)	27

- Recruitment is currently underway for one full-time Aquatic Leader.
- Due to unforeseen resignations, there is currently a shortage of lifeguard supervisors.
- Ongoing recruitment efforts continue, along with a focus on leadership development of existing staff to strengthen supervisor capacity and support service continuity.

Current Job Postings

- Aquatic Leader
- Customer Service Representative 1
- Group Fitness Instructor
- Lifeguard & Swim Instructor
- Aquafit Instructor

- Recreation Leader/Monitor

3.0 NEXT STEPS AND TIMELINE

This report is for information.

Respectfully submitted,

Ryan Ricalton

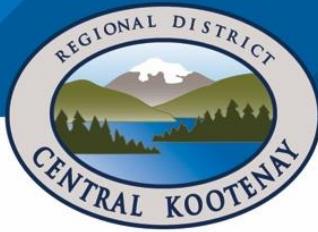
Ryan Ricalton – Facility Manager

CONCURRENCE

Regional Manager of Operations and Asset Management – Craig Stanley *C.S.*

Regional Manager of Recreation and Client Services – Trisha Davison *TD*

General Manager of Community Services – Joe Chirico *JC*



Commission Report – For Information

January 28, 2026

Nelson & District Annual Programming Update

Author: Tia Wayling, Regional Programming Manager

File Reference: 0520-50-NEL Nelson and District Rec Commission

Electoral Area/Municipality: City of Nelson, Area F and Defined Area E

Services Impacted S226

1.0 PURPOSE OF REPORT

The purpose is to provide an overview of 2025 Programming with annual statistics for Nelson & District (S226).

2.0 BACKGROUND AND UPDATE

Program activity is reported across aquatics, fitness, arena, camps, and general recreation.

2025 Service Delivery at a Glance

Across all program areas, one theme really stands out: people want to participate, and programs are generally well-attended. Shorthanded staff and program space restraints are becoming a challenge over participation as Aquatics, Fitness, and Recreation all show signs of strong community demand.

Aquatics

- Of the 894 total registrants, the NDCC Pool welcomed 277 new participants to swim lessons in 2025 that did not take lessons in 2023 or 2024
- Swim lessons were 84% full on average
- Waitlist numbers dropped 52% for 2025 with only 52 people

Fitness

- A shorthand of instructors had a 14% reduction in pre-registered programs and a 7% reduction in included with admission course offerings
- Fewer program offerings did, however, increase the average participation by 18-20% in both included with admission and pre-registered programs
- There were a total of 1,115 registrants in pre-registered fitness classes which is 11% less than 2024, but a 9.5% increase in attendance to included with admission classes totaling 8,975 participants

Recreation

- Youth safe-at-home courses (Home Alone and My Safe Life) were re-introduced this fall with near maximum participation levels
- Despite four cancellations due to low numbers, Summer Camps season was successful accommodating 546 children

Programming Financials

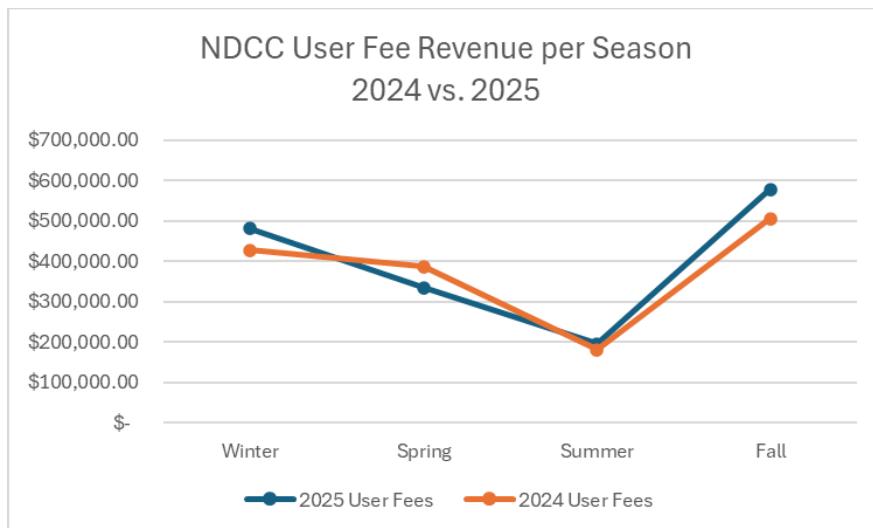
The financials for 2025 show some notable differences compared to 2024:

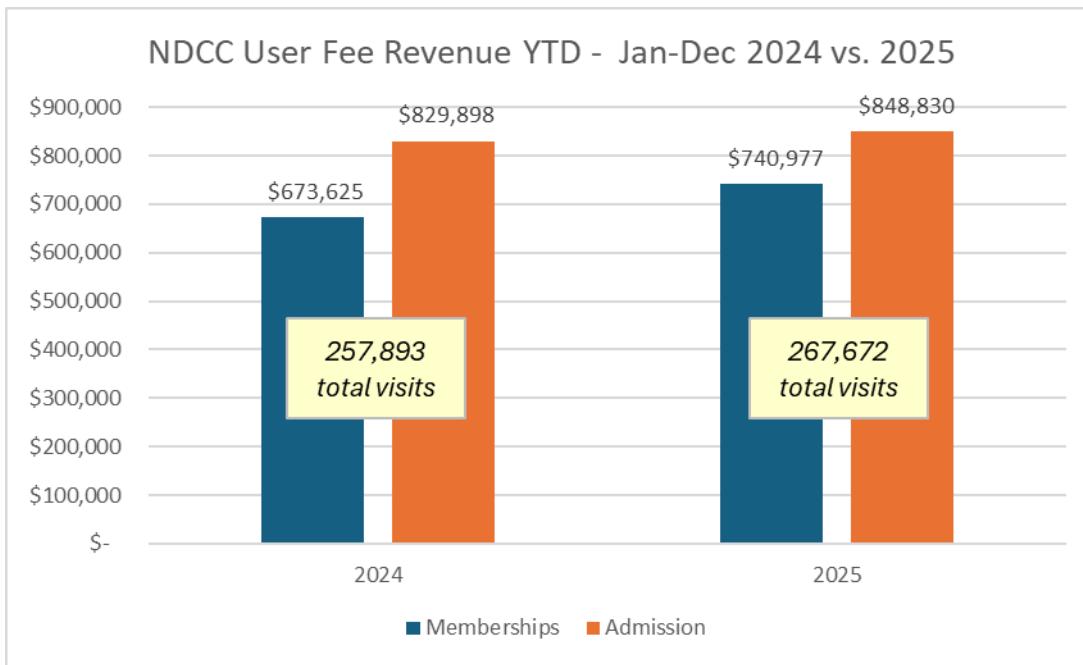
- The strategic decision to reduce the number of swim lesson offerings has resulted in a similar fill rate, indicating improved efficiency and alignment with demand
- Fitness program participation remained stable, despite fewer offerings, suggesting consistent community interest
- Due to arena staffing shortages in early 2025, NDCC prioritized staffing for included-with-admission programs such as public skating, ensuring continued service delivery despite limited resources
- Camp revenue was lower than in 2024, primarily due to the Canada Day holiday and four cancelled camps due to low registration, which shortened one camp week and led to reduced registrations during that period

Programming Financials	2024		2025		
	Actuals	Budget	Actuals	Budget	% Utilization
Recreation - Revenue	(\$123,365.00)	(\$103,500.00)	(\$76,054.00)	(\$90,320.00)	84%
Arena - Revenue	(\$720.99)	(\$3,900.00)	(\$5,636.00)	(\$11,700.00)	48%
Fitness - Revenue	(\$111,562.00)	(\$97,780.00)	(\$108,454.00)	(\$94,500.00)	115%
Aquatics - Revenue	(\$76,837.00)	(\$75,968.00)	(\$87,050.00)	(\$78,704.66)	111%
Recreation - Expenses	\$150,556.00	\$180,000.00	101,198.00	167,215.00	61%
Arena - Expenses	\$11,158.00	\$6,450.00	13,972.00	24,900.00	56%
Fitness - Expenses	\$120,840.00	\$161,206.00	134,447.00	159,178.00	84%
Aquatics Expenses	\$61,468.00	\$91,167.00	67,479.00	81,452.70	83%

User Fees

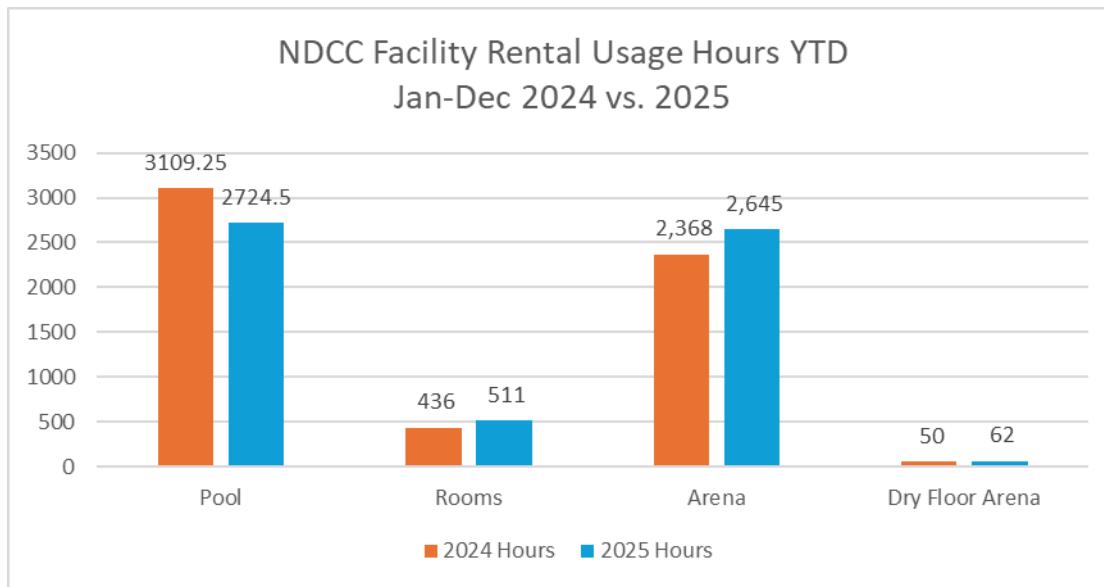
The total number of visits to the NDCC in 2025 surpassed 2024 by close to 10,000. This number includes each paid admission as well as pass scans into the facility. The below chart shows the revenue trend line per season. The peak in 2024 Spring is the batch expiration of 10 and 20-punch admissions performed in May 2024. Without this adjustment, user fees would have been lower than 2025.





Facility Rentals

Aside from the reduction in pool rental hours due to the temporary interruption of operations by the Nelson Reflections Artistic Swimming Club, overall facility bookings have improved. The dry floor also saw higher utilization in programming as well as private rentals.



3.0 NEXT STEPS AND TIMELINE

Moving into 2026, staff will continue with the following work:

Aquatics & Training

- Continued monitoring to improve alignment with program offerings
- Continue to develop internal staff to achieve new certifications and continue sustainability of lifeguard development and first aid program

Fitness

- Continued monitoring of program offerings
- Continued work to standardize program outcomes and promotions to improve participant understanding and support informed program selection

Recreation

- Continued Pro-D Day and youth program promotions
- Close attention to ice allocation to optimize public and user group ice utilization

Respectfully submitted,



Tia Wayling – Regional Programming Manager

CONCURRENCE

General Manager of Community Services – Joe Chirico 

Regional Manager, Recreation & Client Services – Trisha Davison 

Regional Manager, Operations & Asset Management – Craig Stanley 



Committee Report

January 28, 2026

Installation of Storage/Training Building (Shipping Container) at North Shore Hall

Author: Ryan Ricalton – Facility Manager NDCC
File Reference: 0520-50-NDCC
Electoral Area/Municipality: City of Nelson, Area F and Defined Area E
Services Impacted Recreation No. 5 S226

1.0 STAFF RECOMMENDATION

Staff recommend that the Board approve the installation of a storage/training building (shipping container) by Nelson Search and Rescue (NSAR) on the property of North Shore Hall, subject to applicable permits and approvals.

Staff further recommend that the Board authorize staff to enter into lease amendment discussions with NSAR, to be finalized upon approval of the required building permit.

2.0 BACKGROUND/HISTORY

NSAR has requested permission to install a shipping container-style storage/training building on the property to support equipment storage and training activities associated with their mandate. This would include a shipping container style building with safety railings along the top to support rope training activities. The proposed structure is intended to enhance NSAR's rescue preparedness.

3.0 PROBLEM OR OPPORTUNITY DESCRIPTION

NSAR currently lacks adequate on-site storage for seasonal gear and dedicated space for training rope training. The proposed installation presents an opportunity to support NSAR without impacting North Shore Hall operations.

3.1 Alignment to Board Strategic Plan

The proposal aligns with strategic objectives related to:

- Supporting community safety and emergency preparedness
- Maximizing effective use of public assets
- Strengthening our partnerships.

3.2 Legislative Considerations

The installation is subject to:

- Local zoning and land-use regulations
- Building permit approval and inspections

- Compliance with applicable bylaws and codes

3.3 What Are the Risks

The risks of this project are borne by the tenant. The RDCK assumes no risk for this project.

4.0 PROPOSED SOLUTION

Approve NSAR's request to install a storage/training building (shipping container) on the North Shore Hall property, subject to permit approval, and authorize staff to negotiate a lease amendment to reflect this addition.

4.1 Financial Considerations of the Proposed Solution

- All costs related to procurement, installation, permitting, maintenance, and removal of the structure will be borne by NSAR.
- There is no financial cost to the service
- Staff are not recommending an increase to the rent of the premises for this addition; however staff will be recommending a rent increase to the lease terms at a future date.

4.2 Risks with the Proposed Solution

- Potential maintenance or aesthetic concerns

These risks will be addressed through lease amendment terms, including maintenance standards and removal requirements.

4.3 Resource Allocation and Workplan Impact

- Minimal staff time required for coordination and lease amendment
- No ongoing operational or maintenance responsibilities for staff

4.4 Public Benefit and Stakeholder Engagement of Proposed Solution

The proposal supports:

- Emergency preparedness and public safety capacity
- Community volunteer training and readiness
- Efficient use of public land with no disruption to existing services

No negative impact to other users of North Shore Hall is anticipated.

4.5 Leveraging Technology

N/A

4.5 Measuring Success

Success will be measured by:

- Permit approval and compliant installation
- Continued uninterrupted operation of North Shore Hall
- Improved operational efficiency and training capacity for NSAR

5.0 ALTERNATIVE SOLUTION(S)

Deny the request and require NSAR to continue operating without on-site storage/training space.

5.1 Financial Considerations of the Alternative Solution(s)

- No cost to the Commission
- Continued inefficiencies for NSAR

5.2 Risks with the Alternative Solution(s)

- Reduced effectiveness of NSAR operations
- Missed opportunity to support community emergency preparedness

5.3 Resource Allocation and Workplan Impact

No staff impact; however, ongoing operational challenges for NSAR would remain.

5.4 Public Benefit and Stakeholder Engagement of Proposed Solution

None

6.0 OPTIONS CONSIDERED BUT NOT PRESENTED

N/A

7.0 OPTIONS SUMMARY

Option	Description	Impact
Option 1	Approve installation and lease amendment	Positive, low risk
Option 2	Deny request	Neutral cost, negative operational impact for NSAR

8.0 RECOMMENDATION

1. That the Board approve the installation of a storage/training building (shipping container) on the property of North Shore Hall by NSAR, subject to building permit approval.
2. That the board authorize staff to enter lease amendment discussions with NSAR to formalize the placement and use of the structure upon permit approval, pending the negotiations of the terms of the lease.

Ryan Ricalton

Respectfully submitted,
Ryan Ricalton – Facility Manager NDCC

CONCURRENCE

Regional Manager – Operations and Asset Management – Craig Stanley

Regional Manager – Recreation and Client Services – Trisha Davison

General Manager Community Services – Joe Chirico

Attachment A: Nelson Search and Rescue Lease Agreement with the RDCK

LEASE

THIS LEASE dated for reference the 1st day of June, 2011.

UNDER THE LAND TRANSFER FORM ACT, PART 2

BETWEEN:

REGIONAL DISTRICT OF CENTRAL KOOTENAY

202 Lakeside Drive
Nelson, B.C.
V1L 5R4
(the "Landlord")

OF THE FIRST PART

AND:

NELSON SEARCH AND RESCUE SOCIETY (Inc. No. S-0032025)

c/o 1223 Gordon Road
Nelson, B.C.
V1L 3M6
(the "Tenant")

OF THE SECOND PART

WHEREAS the Landlord is the owner of the Lands and the Premises described herein;

AND WHEREAS the Tenant has requested and the Landlord has agreed to grant a lease in the following terms (the "Lease");

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the rents, covenants and agreements of the Tenant and the Landlord in this Lease, the Tenant and the Landlord agree as follows:

1.0 Basic Terms, Schedules and Definitions

1.1 In this Lease:

- (a) "Common Areas" means the first floor washrooms, main entrance, the interior stairway connecting the first and second floors, the hallways and kitchen within the Landlord's Premises, as shown generally on the Floor Plan attached as Schedule "A";

- (b) "Contaminants" means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls ("PCBs"), PCB-containing equipment or materials, pesticides, defoliants, fungi, including mould and spores arising from fungi, or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws;
- (c) "Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, code of practice, and other lawful requirements of any government authority having jurisdiction over the Lands now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;
- (d) "Lands" means:
 - P.I.D. #015-328-627
Lot 1, District Lot 372, Kootenay District, Plan 2368
 - P.I.D. #015-328-643
Lot 2, District Lot 372, Kootenay District, Plan 2368
- (e) "Landlord's Premises" means the building that exists on the Lands as of the commencement of this Lease, the Floor Plan of which is attached as Schedule "A";
- (f) "Leased Premises" means the rooms on the first floor of the Landlord's Premises shown labeled with the capital letters "L" and "K" on the Floor Plan attached as Schedule "A", and includes the Storage Building upon completion of construction in accordance with sub-paragraph 9.3 (i);
- (g) "Main Hall" means the area on the second floor of the Landlord's Premises that is labeled "Main Hall" on the Floor Plan attached as Schedule "A";
- (h) "Storage Building" means the 2400 square foot (more or less) storage facility approximately conforming to the floor plan and elevations that are attached to this Lease as Schedule "C", and that is to be constructed by the Tenant on the rectangular area of the Lands measuring approximately 24.3 metres by 9.1 metres as shown outlined on the Site Plan attached as

Schedule "B" to this Lease.

- 1.2 All schedules to this Lease are incorporated into and form an integral part of this Lease as follows:
 - (a) Schedule "A" – Floor Plan
 - (b) Schedule "B" – Site Plan
 - (c) Schedule "C" - Storage Building Elevations and Floor Plan

2.0 Lease of Premises

- 2.1 The Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Leased Premises.

3.0 Term

- 3.1 For the term of twenty years commencing on the first day of July, 2011, and ending on the 30th day of June, 2031 (the "Term").

4.0 Use

- 4.1 The Tenant shall use the Leased Premises for the purpose of a meeting, training and storage facility in connection with its objects as a search and rescue organization and for no other purpose without the prior written consent of the Landlord.

5.0 Use of Common Areas

- 5.1 The Landlord further grants to the Tenant a non-exclusive licence, in common with all other authorized users of the Lands and the Landlord's Premises, to use the Common Areas in accordance with the following terms and conditions:

- (a) that the Landlord may from time to time establish reasonable rules and regulations for the use of the Common Areas, and the Tenant agrees to comply with all such rules and regulations;
- (b) that the Tenant shall have the exclusive use of the Main Hall in connection with the Tenant's purposes as stated in paragraph 4.1, on the first and third Wednesdays of each month between 5:00 pm and 11:00 pm, provided that with reasonable notice and after consulting with the Tenant, the Landlord may alter the days and times on which the Tenant has the exclusive use of the Main Hall;

- (c) that the Landlord reserves at all times (other than the days and times referred to in sub-paragraph (b)) the right to lease or licence the use of the Main Hall and other parts of the Landlord's Premises (other than the Leased Premises) to other persons, and the Tenant shall ensure that its use of the Common Areas does not interfere with the rights of other authorized users of the Landlord's Premises, and for certainty and without limitation, if the Landlord has authorized the exclusive use of the kitchen and other facilities on the second floor in connection with a third party booking of the Main Hall, the Tenant shall not use or enter the kitchen or other areas reserved for the exclusive use of the other licensee during the time of the booking; and
- (d) that without limitation to the Landlord's right to establish reasonable rules and regulations for the use of the Common Areas, the Tenant shall leave the Common Areas in a clean and tidy condition after the Tenant's use of the same.

6.0 Rent

- 6.1 The Tenant shall pay to the Landlord a rent of TWENTY THOUSAND (\$20,000.00) DOLLARS for each year of the Term, due and payable in advance on August 31st of each year during the Term, which rent shall include HST.
- 6.2 The Tenant shall pay all additional rents reserved under this Lease.

7.0 Taxes

- 7.1 The Tenant shall pay all additional taxes, rates, duties and assessments whatsoever, whether municipal, provincial, federal, or otherwise, charged upon the Tenant or the Landlord as a result of the Tenant's occupation of or use of the Leased Premises unless exempted by local government bylaw.

8.0 Utilities

- 8.1 The Tenant shall pay as they become due all charges for utilities used by the Tenant on the Leased Premises, including without limitation charges for telephone and internet used within the Leased Premises.

9.0 Construction

- 9.1 The Tenant shall not construct, place or alter any buildings or structures on the Lands unless, prior to any construction or alteration, having first obtained the written consent of the Landlord, and any permits and inspections required by law.

- (c) that the Landlord reserves at all times (other than the days and times referred to in sub-paragraph (b)) the right to lease or licence the use of the Main Hall and other parts of the Landlord's Premises (other than the Leased Premises) to other persons, and the Tenant shall ensure that its use of the Common Areas does not interfere with the rights of other authorized users of the Landlord's Premises, and for certainty and without limitation, if the Landlord has authorized the exclusive use of the kitchen and other facilities on the second floor in connection with a third party booking of the Main Hall; the Tenant shall not use or enter the kitchen or other areas reserved for the exclusive use of the other licensee during the time of the booking; and
- (d) that without limitation to the Landlord's right to establish reasonable rules and regulations for the use of the Common Areas, the Tenant shall leave the Common Areas in a clean and tidy condition after the Tenant's use of the same.

6.0 Rent

6.1 The Tenant shall pay to the Landlord a rent of TWENTY THOUSAND (\$20,000.00) DOLLARS, plus HST, for each year of the Term, due and payable in advance on August 31st of each year during the Term.

6.2 The Tenant shall pay all additional rents reserved under this Lease.

7.0 Taxes

7.1 The Tenant shall pay all additional taxes, rates, duties and assessments whatsoever, whether municipal, provincial, federal, or otherwise, charged upon the Tenant or the Landlord as a result of the Tenant's occupation of or use of the Leased Premises unless exempted by local government bylaw.

8.0 Utilities

8.1 The Tenant shall pay as they become due all charges for utilities used by the Tenant on the Leased Premises, including without limitation charges for telephone and internet used within the Leased Premises. The Landlord is responsible for electrical, water, and natural gas.

9.0 Construction

9.1 The Tenant shall not construct, place or alter any buildings or structures on the Lands unless, prior to any construction or alteration, having first obtained the written consent of the Landlord, and any permits and inspections required by law.

Replacement page

Feb 1, 2012 DL

116 165 / Lease V. 2 / June 9, 2011 / PJ-Ig

FOR NELSON SEARCH & RESCUE SOCIETY

Randy Hall
Randy Hall, PRESIDENT

Murray Springham, SEC/TREAS

- 9.2 Any construction, placement or alteration of buildings or structures on the Lands shall be carried out at the sole cost of the Tenant.
- 9.3 The Landlord hereby consents to the construction by the Tenant of the Storage Building, on the following additional terms and conditions:
 - (a) the Tenant shall construct the Storage Building within the area shown outlined on the Site Plan attached as Schedule "B" to this Lease;
 - (b) the Tenant shall construct the Storage Building to an excellent standard of construction and workmanship, and in accordance with the requirements of the British Columbia Building Code, using materials that are of good quality;
 - (c) the Tenant shall obtain all necessary building permits and approvals, including an occupancy permit, for the construction and use of the Storage Building;
 - (d) the Tenant shall carry out the construction of the Storage Building using qualified and licensed contractors and sub-contractors that are acceptable to the Landlord, acting reasonably;
 - (e) that all contractors and sub-contractors carrying out the construction of the Storage Building shall have liability insurance in an amount and on terms acceptable to the Landlord acting reasonably, protecting both the Tenant and the Landlord against claims for personal injury, death, or property damage, or other third party or public liability claims, arising from any accident or occurrence in connection with the construction of the Storage Building;
 - (f) that all contractors and sub-contractors carrying out the construction of the Storage Building shall be registered with WorkSafe BC;
 - and further that the lead or general contractor shall be required to agree to act as the prime contractor in connection with the construction of the Storage Building for the purpose of section 118 of the *Workers Compensation Act*;
 - (g) that the Tenant shall maintain during the course of construction of the Storage Building, or shall cause its contractors to maintain, insurance protecting both the Landlord and the Tenant from loss or damage to the Storage Building and any fixtures, equipment, and building materials on the Lands in connection with the construction of the Storage Building, from fire, earthquake and all other perils customarily included in the usual all-risks builders' risk form of policy applicable to similar properties during construction and effected in British Columbia, to the full insurable value

thereof;

- (h) that subject only to the Landlord's obligation to insure under paragraph 14.1, the Landlord shall not be responsible for any repairs or maintenance of the Storage Building during the Term, and all such repairs and maintenance, including without any limitation any capital repairs or replacements, shall be carried out at the sole cost of the Tenant;
- (i) that notwithstanding any other provision of this Lease, upon the completion of construction (where "completed" has the same meaning as under the *Builders Lien Act*), the Storage Building shall become and remain the property of the Landlord, free and clear of any charges and encumbrances of any kind whatsoever; and
- (j) upon the completion of construction, the Storage Building shall be deemed to have become part of the Leased Premises and the Tenant shall be entitled to use and occupy the Storage Building subject to the same terms and conditions as apply to the other Leased Premises.

10.0 Repair and Maintenance

- 10.1 The Tenant shall give immediate notice to the Landlord of any defect in any water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Leased Premises and any other buildings and structures on the Lands.
- 10.2 The Tenant shall repair and shall keep and leave whole and in good repair all water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, on or attached to the Leased Premises.
- 10.3 The Landlord may enter and view the state of repair of the Leased Premises and the Tenant will repair within thirty (30) days of receiving written notice any defect in water, gas and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus in, the Leased Premises.
- 10.4 Paragraphs 10.2 and 10.3 shall not apply to reasonable wear and tear, or damage by any peril the risk of which has been insured against by the Landlord pursuant to paragraph 14.1.
- 10.5 The Tenant shall at all times maintain the Leased Premises to an excellent standard of maintenance.

11.0 Assign or Sublet

- 11.1 The Tenant shall not assign nor sublet, licence, sub-licence or grant any other right or interest in the Leased Premises without prior written consent of the Landlord which consent is in the sole discretion of the Landlord.
- 11.2 The Landlord's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Lease requires the Tenant to perform, and the Tenant shall pay the Landlord's reasonable costs incurred in connection with the Tenant's request for consent.

12.0 Nuisance

- 12.1 The Tenant shall not carry on or do or allow to be carried on or done within the Leased Premises or on the Lands anything that:
 - (a) may be or become a nuisance to the Landlord or the public;
 - (b) increases the hazard of fire or liability of any kind;
 - (c) increases the premium rate of insurance against loss by fire or liability upon the Lands or any building or structure on the Lands;
 - (d) invalidates any policy of insurance for the Lands or any building or structure on the Lands; or
 - (e) directly or indirectly causes damage to the Lands or any building or structure on the Lands.

13.0 Regulations

- 13.1 The Tenant shall comply promptly at its own expense with all statutes, regulations, bylaws and other legal requirements (collectively, "**Laws**") of all federal, provincial or local authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Landlord or the Tenant.

14.0 Insurance

- 14.1 The Landlord shall insure the Landlord's Premises (including the Storage Building following the completion of the same) in respect of all risks of physical loss or damage (but not including earthquake and flood), and any additional peril against which a prudent Landlord normally insures, and to amounts and on terms

and conditions that are normally insured by reasonably prudent owners of properties similar to the Landlord's Premises.

- 14.2 The Tenant shall take out and maintain during the Term a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use and occupancy of the Leased Premises and Common Areas by the Tenant in the amount of not less than Five Million Dollars (\$5,000,000.00) per single occurrence or such greater amount as the Landlord may from time to time require, naming the Landlord as an additional insured party thereto, and shall provide the Landlord with a certified copy of such policy or policies.
- 14.3 The Tenant shall take out and maintain during the Term a policy of insurance, in a form acceptable to the Landlord, insuring all of the Tenant's fixtures, furnishings and equipment within or about the Leased Premises to the full insurable replacement value thereof against all risks of physical loss or damage, and any additional peril against which a prudent Landlord normally insures, naming the Landlord as an additional insured party thereto as the Landlord's interest may appear, and shall provide the Landlord with a certified copy of such policy or policies.
- 14.4 All policies of insurance required to be maintained by the Landlord or Tenant under this Lease shall contain a waiver of subrogation clause in favour of the other party.
- 14.5 All policies of insurance required to be maintained by the Tenant under this Lease shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice.
- 14.6 If the Tenant does not provide or maintain in force the insurance required by this Lease, the Landlord may take out the necessary insurance and pay the premium for periods of one year at a time, and the Tenant shall pay to the Landlord as additional rent the amount of the premium immediately on demand.
- 14.7 If both the Landlord and the Tenant have claims to be indemnified under any insurance required by this Lease, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant.

15.0 Indemnification

- 15.1 Except to the extent that any loss of or damage to the Leased Premises is the subject of insurance maintained by the Landlord under paragraph 14.1 of this

Lease, the Tenant shall indemnify the Landlord from and against all lawsuits, damages, losses, costs or expenses which the Landlord may incur by reason of the use or occupation of the Leased Premises or the use of the Common Areas by the Tenant or the carrying on upon the Leased Premises of any activity in relation to the Tenant's use or occupation of the Leased Premises or use of the Common Areas, and in respect of any loss, damage or injury sustained by the Tenant, or by any person while on the Lands or within the Landlord's Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, or by reason of non-compliance by the Tenant with any law or regulation or by reason of any defect in the Lands, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements and this indemnity shall survive the expiry or sooner determination of this Lease.

15.2 For the purposes of paragraph 15.1, "Tenant" includes any assignee, sub-tenant, licensee or sub-licensee of the Tenant.

16.0 Builders Liens

16.1 The Tenant shall indemnify the Landlord from and against all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Tenant may make or cause to be made on, in or to the Lands or any building or structure on the Lands, and the Tenant shall promptly take all legal action necessary to cause any lien to be discharged. The Landlord shall be at liberty to file a notice of interest against title to the Lands pursuant to the *Builders Lien Act*.

17.0 Possession

17.1 The Tenant shall upon the expiration or earlier termination of this Lease peaceably surrender and give up possession of the Leased Premises without notice from the Landlord, any right to notice to quit or vacate being hereby expressly waived by the Tenant, despite any law or custom to the contrary.

18.0 Condition of Premises

18.1 The Tenant acknowledges that it has with due diligence investigated and satisfied itself with respect to the condition of the Leased Premises and its suitability for the uses permitted by this Lease, including without limitation with respect to its size, dimensions, state, condition, environmental condition or impact, presence or absence of any substances or conditions (whether hazardous or not), soil and water condition, usefulness, topography, legal access, services and zoning.

19.0 Environmental Matters

19.1 The Tenant covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Leased Premises for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Landlord, which may be unreasonably withheld;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the Tenant's use and occupancy of the Leased Premises;
- (c) to promptly provide to the Landlord a copy of any environmental site investigation, assessment, audit, report or test results relating to the Lands conducted by or for the Tenant at any time;
- (d) to waive the requirement, if any, for the Landlord to provide a site profile for the Lands under the *Environmental Management Act* or any regulations under that Act;
- (e) to maintain all environmental site investigations, assessments, audits, reports, and test results relating to the Lands in strict confidence except as required by law, or as provided to the Tenant's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Landlord, which consent may not be unreasonably withheld;
- (f) to promptly notify the Landlord in writing of any release of a Contaminant or any other occurrence or condition at the Lands or any adjacent property for which the Tenant is responsible that could contaminate the Lands or subject the Landlord or the Tenant to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (g) on the expiry or earlier termination of this Lease, or at any time if requested by the Landlord or required by any government authority under Environmental Laws, to remove from the Lands all Contaminants, and to remediate by removal any contamination of the Lands or any adjacent property resulting from Contaminants, in either case, brought onto, used at, or released from the Lands by the Tenant or any person for whom it is in law responsible. The Tenant will perform these obligations promptly at its own cost and in accordance with Environmental Laws. The Tenant will provide to the Landlord full information with respect to any remedial work

performed under this sub-clause and will comply with the Landlord's requirements with respect to such work. The Tenant will use a qualified environmental consultant approved by the Landlord to perform the remediation and will obtain the written agreement of the consultant to the Landlord relying on its report. The Tenant will, at its own cost, obtain such approvals and certificates from the BC Ministry of Environment and other applicable government authorities in respect of the remediation as are required under Environmental Laws or by the Landlord, including without limitation, a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry and the Landlord. All such Contaminants will remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Premises; and

- (h) to indemnify the Landlord and its shareholders, directors, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever, (including any and all environmental or statutory liability for remediation, all legal and consultants' fees and expenses and the cost of remediation of the Lands and any adjacent property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this Article 19.0 by the Tenant; or
 - (ii) any release or alleged release of any Contaminants at or from the Lands related to or as a result of the Tenant's use and occupation of the Lands or any act or omission of the Tenant or any person for whom it is in law responsible.

The obligations of the Tenant under this Article 19.0 will survive the expiry or earlier termination of this Lease.

20.0 Quiet Enjoyment

- 20.1 The Landlord covenants with the Tenant for quiet enjoyment.

21.0 Termination and Re-entry

- 21.1 If the Tenant defaults in the payment of rent, or the payment of any other sum payable under this Lease, or fails to perform any covenant under this Lease and if such default shall continue for thirty (30) days after the giving of written notice by the Landlord to the Tenant, then the Landlord may terminate this Lease and

may re-enter the Leased Premises and the rights of the Tenant with respect to the Leased Premises shall lapse and be absolutely forfeited.

22.0 Forfeiture

22.1 The Landlord, by waiving or neglecting to enforce the right to termination and forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it, does not waive the Landlord's rights upon any subsequent breach of the same or any other covenant, condition or agreement in this Lease.

23.0 Distress

23.1 If the Landlord is entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use enough force necessary for that purpose and for gaining admittance to the Leased Premises and any building or structure on the Lands and the Tenant releases the Landlord from liability for any loss or damage sustained by the Tenant as a result.

24.0 Destruction

24.1 If the Leased Premises or any part of them are at any time during the Term burned down or damaged by fire, flood, lightning, explosion, tempest, or earthquake:

- (a) the rent or a proportionate part of it according to the nature and extent of the damage sustained shall be suspended and abated until the Lands or any building or structure on the Lands has been rebuilt or made fit for the purpose of the Tenant; or
- (b) if the Landlord elects not to undertake restoration, repair or replacement this Lease shall terminate.

25.0 Fixtures

25.1 Subject to sub-paragraph 9.1(i), all buildings, structures or improvements constructed, placed or installed on the Lands by the Tenant, save and except for moveable business fixtures of the Tenant, shall, at the termination or expiry of this Lease, become the sole property of the Landlord at no cost to the Landlord.

26.0 Holding Over

26.1 If the Tenant holds over following the Term and the Landlord accepts rent, this Lease becomes a tenancy from month to month subject to those conditions in

this Lease applicable to a tenancy from month to month.

27.0 Landlord's Payments

27.1 If the Landlord incurs any damage, loss or expense or makes any payment for which the Tenant is liable or responsible under this Lease, then the Landlord may add the cost or amount of the damage, loss, expense or payment to the rent and may recover the cost or amount as additional rent.

28.0 Landlord's Repairs

28.1 If the Tenant fails to repair or maintain the Leased Premises in accordance with this Lease, the Landlord, its agents, employees or contractors may, upon ninety-six (96) hours notice or without notice in the event of an emergency, enter the Leased Premises and make the required repairs or do the required maintenance and recover the cost from the Tenant.

28.2 In making the repairs or doing the maintenance under paragraph 28.1, the Landlord may bring and leave upon the Leased Premises all necessary materials, tools and equipment, and the Landlord will not be liable to the Tenant for any inconvenience, annoyance, loss of business or injury suffered by the Tenant by reason of the Landlord effecting the repairs or maintenance.

29.0 Insolvency

29.1 If

- (a) the Term or any of the goods or chattels on the Leased Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant;
- (b) a writ of execution issues against the goods or chattels of the Tenant;
- (c) the Tenant makes any assignment for the benefit of creditors;
- (d) the Tenant becomes insolvent;
- (e) the Tenant is an incorporated company or society and proceedings are begun to wind up the company or society; or
- (f) the Lands or any part of it becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Lease without the written consent of the Landlord;

the Term shall, at the option of the Landlord, immediately become forfeited and the then current month's rent for the three months next following shall immediately become due and payable as liquidated damages to the Landlord, and the Landlord may re-enter and repossess the Leased Premises despite any other provision of this Lease.

29.2 If the Tenant becomes bankrupt this Lease shall terminate immediately without any further act or notice of the Landlord.

30.0 Removal of Goods

30.1 If the Tenant removes its goods and chattels from the Leased Premises, the Landlord may follow them for thirty (30) days.

31.0 Renewal

31.1 Upon the expiration of the Term the parties may mutually agree to enter into a new lease of the Leased Premises containing agreed terms and conditions.

32.0 Time

32.1 Time is of the essence of this Lease.

33.0 Notices

33.1 Any notice required to be given under this Lease shall be deemed to be sufficiently given:

(a) if delivered, at the time of delivery, and
(b) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:

Regional District of Central Kootenay
202 Lakeside Drive, P.O. Box 590
Nelson, B.C., V1L 5R4
Attention: General Manager of Corporate Administration

If to the Tenant:

Nelson Search and Rescue Society
c/o 1223 Gordon Road
Nelson, B.C.
V1L 3M6

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute then the notice may only be given by actual delivery of it.

34.0 Fitness of Premises

34.1 The Landlord has made no representation or warranties as to the condition, fitness or nature of the Leased Premises and by executing this Lease, the Tenant releases the Landlord from any and all claims which the Tenant now has or may in future have in that respect.

35.0 Net Lease

35.1 This Lease shall be a complete carefree net lease to the Landlord as applicable to the Leased Premises and the Landlord shall not be responsible during the Term for any cost, charges, expenses or outlays of any nature whatsoever in respect of the Leased Premises or the contents thereof except those mentioned in this Lease.

36.0 Binding Effect

36.1 This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.

37.0 Amendment

37.1 The parties hereto may by agreement amend the terms of this Lease, such amendment to be evidenced in writing and executed by both parties.

38.0 Law Applicable

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

39.0 Registration

39.1 Despite section 5 of the *Property Law Act*, the Landlord is not obligated to deliver this Lease to the Tenant in registrable form. The Tenant may, at its own expense, present to the Landlord for execution an instrument rendering this Lease registrable and register the same.

40.0 Interpretation

40.1 When the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.

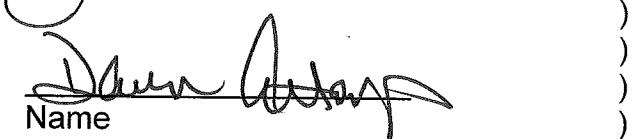
40.2 All provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph.

40.3 The headings to the clauses in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or any provision of it.

IN WITNESS WHEREOF the parties have executed this Lease on the _____ day of June, 2011.

**Regional District of Central
Kootenay by its authorized signatories:**)


Name)


Name)

Nelson Search and Rescue Society
by its authorized signatories:

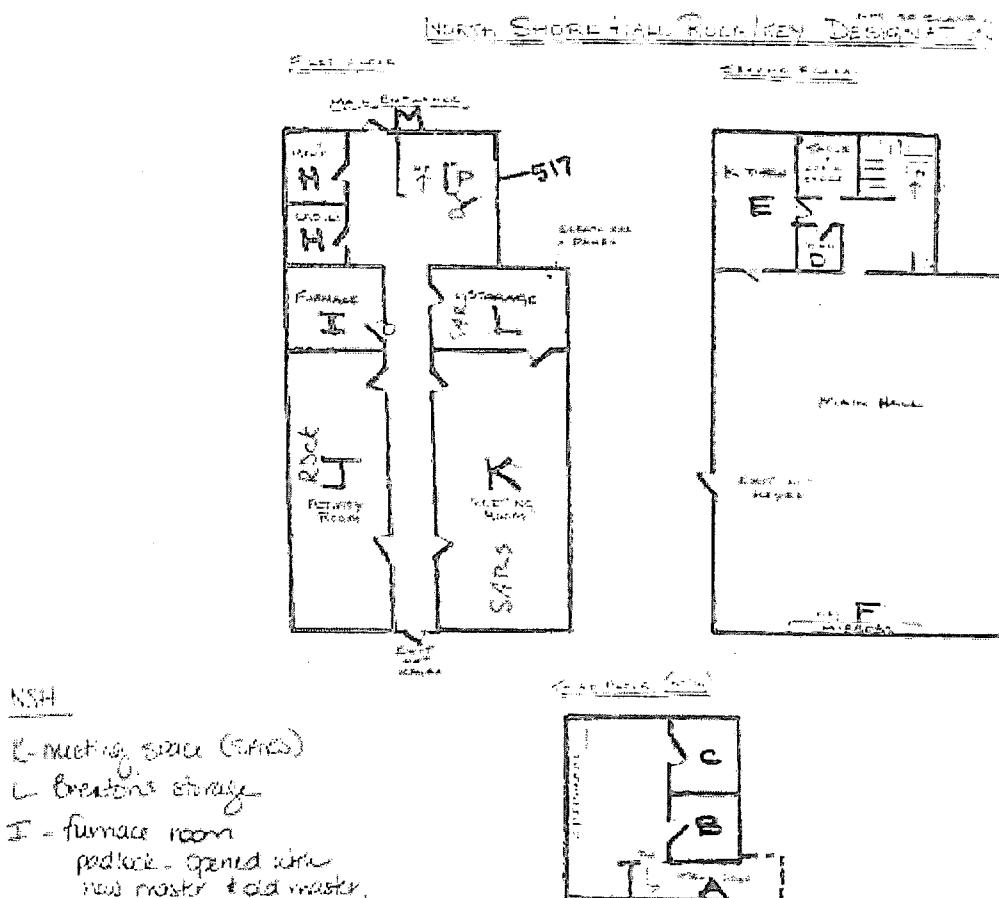
Rhett President

Name

Mark Sec/Treas

Name

SCHEDULE A



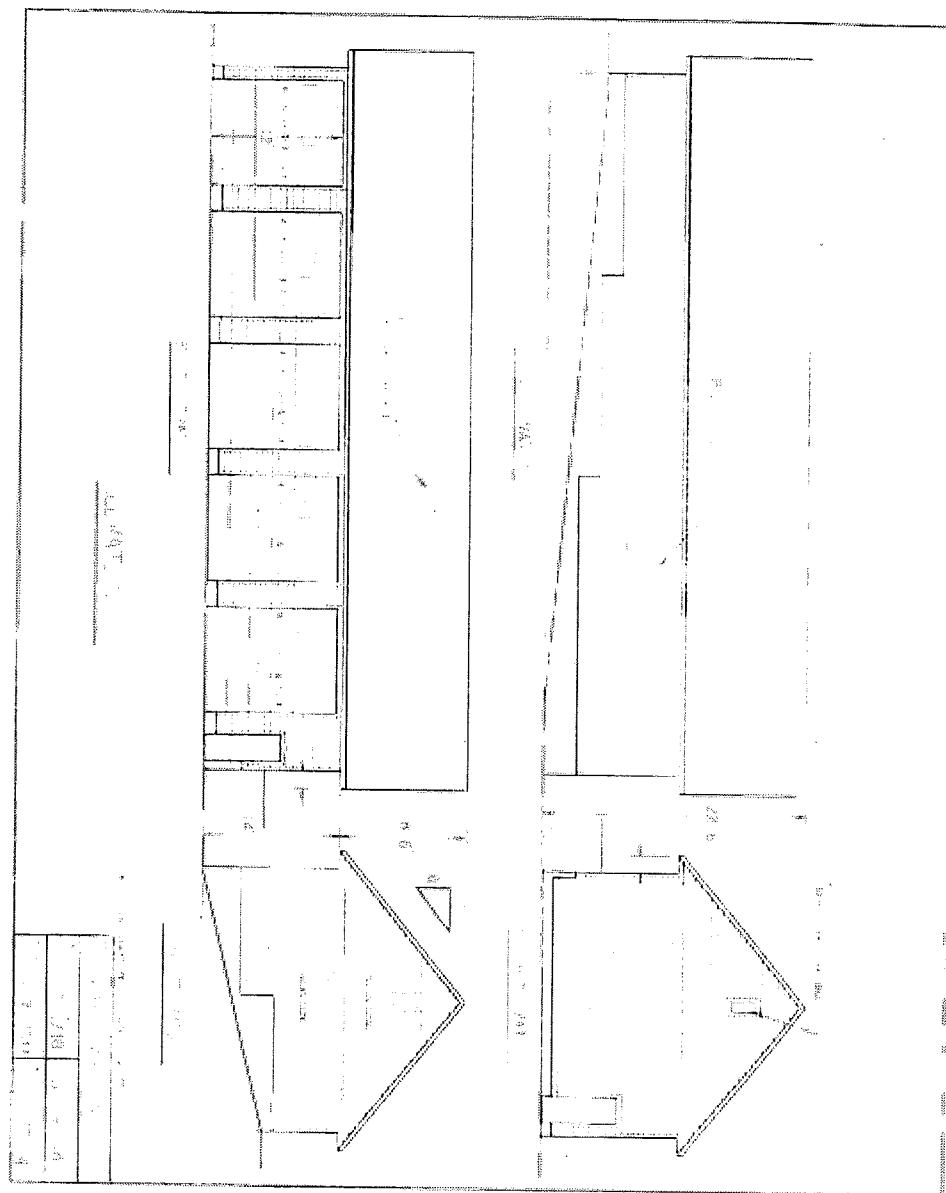
116 165 / Lease V. 2 / June 9, 2011 / PJ-lg

SCHEDULE "B"

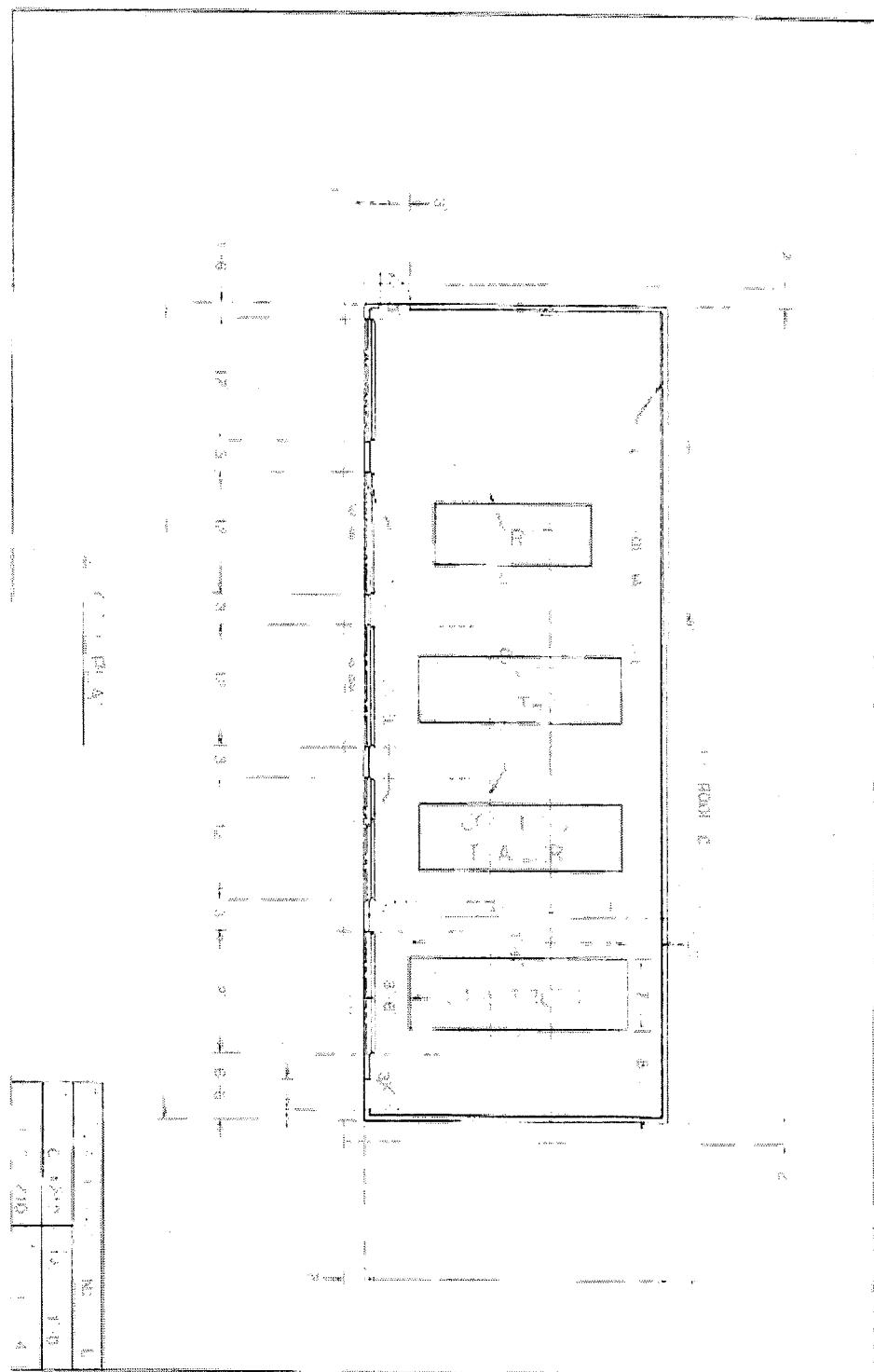


116 165 / Lease V. 2 / June 9, 2011 / PJ-lg

SCHEDULE "C"



116 165 / Lease V. 2 / June 9, 2011 / PJ-lg



1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

116 165 / Lease V. 2 / June 9, 2011 / PJ-1g



Commission Report – For Information

January 28, 2026

Service S226 2026 Financial Plan

Author: Joe Chirico, General Manager of Community Services
File Reference: 01-0520-50
Electoral Area/Municipality: City of Nelson, Defined Area E, Area F
Services Impacted Recreation Facility - S226

1.0 PURPOSE OF REPORT

This report provides information to support conversation regarding the 2026-30 Financial Plan.

2.0 BACKGROUND AND UPDATE

The following attachment summarizes the actual financial results from 2021 to 2024 and 2025 actuals to date.

Notable situations that impacted operations.

- 2021 – Pandemic – Facilities operated under various restrictions the entire year
- 2022 – Pandemic – Facilities operated on restrictions for the 1st quarter. Restrictions lifted in 2nd quarter. Lifeguard shortage affected operations of Aquatic Centre.
- 2023 – Lifeguard shortage
- 2024 – Return to full operations at the end of 1st quarter

Requisition/Grants in Lieu/Nelson Contributions

This shows the requisitions, Grants in Lieu and the contribution from the City of Nelson to the service as per the establishment bylaw.

Comparison of Revenue vs Operations Expenses

This section shows the relationship between operating expenses and revenue from admissions, rentals and programs. Note that although the percent of revenue covering operational expenses is increasing but the amount of requisition to recover the difference is increasing as well. This is important to illustrate the one of Commission's role is to set balance services levels with the public good of greater service provision. What is a service level?

- Operating hours
- Programming opportunities
- Providing new services

Funding For Capital Expenditures/Borrowing/Reserve Contributions

Note that the funding for all capital expenditures including the long-term debt (borrowing) had been primarily funded by the previous year's surplus. Starting in 2025, requisitions are projected to be required to fund this area of the budget.

Capital Expenditures/Borrowing /Reserve Contributions/Engagement/Asset Management

In this area of the analysis, the expenses tracked in this section have been expanded to include engagement expenses and asset renewal/management expenses. As staff I would recommend that this is targeted spending that can be tracked separately from the operational side. This is like what is happening in Castlegar and Areas I and J Recreation, Facilities and Regional Parks Services. What is different is that in Castlegar and area services this is a targeted amount of funding. The attached report shows what amount is expected to be spent but it is not a purposeful strategic amount the Commission and staff understand and implement.

Scenario Two illustrates the impact of an additional requisition of \$50,000 in 2027, \$100,000 in 2028, \$150,000 in 2029 and \$200,000 in 2030. In 2030 this will equate to about \$1,000,000 per year of funding targeted at capital projects, borrowing, reserve contributions, engagement and asset management expenses.

2026 – 2030 Financial Plan

This financial plan is color coded to identify broadly the different types of expenditures:

Light Orange - Requisition/Grants in Lieu/Nelson Contributions

Light Blue - Operational

Light Green - Capital Expenditures/Borrowing/Reserve Contributions

Requisition/Grants in Lieu/Nelson Contributions

The increase in requisition is a direct result of the funding required for **Capital/Reserve/Borrowing**. In 2024 the budget had \$71,053 in 2025 the budget requires \$447,120 to fund these expenses. Note that the requisition does not cover the borrowing.

If the commission's goal is to reduce the requisition, the commission could consider funding like Community Works to fund Capital Projects. If this is the preferred direction, Commission will need to consider that funding like Community Works will need to continuously fund Capital/Reserve/Borrowing or a significant impact to requisition will occur in the future.

3.0 NEXT STEPS AND TIMELINE

Staff will amend this draft budget based on feedback from the Commission.

Respectfully submitted,



Joe Chirico, General Manager of Community Services

CONCURRENCE

Regional Manager – Recreation and Client Services – Trisha Davidson 

Regional Manager – Operations and Asset Management – Craig Stanley 

Attachment A – Scenario 1 – Present 5-year Financial Plan

Attachment B – Scenario 2

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget
41010	Requisitions	3,924,474	3,924,474	4,063,663
41020	Grants in lieu of Taxes	55,675	47,000	47,000
42015	Sale of Goods - Specified	35,447	30,000	33,800
42020	Sale of Services	(10)	0	0
42025	Sale of Services - Specified	274,166	271,925	269,650
42030	User Fees	199	0	0
42035	User Fees - Specified	1,589,807	1,505,000	1,610,800
42040	Rental Income	0	0	0
42045	Rental Income - Specified	481,234	466,600	475,200
43025	Grants - Specified	5,740	5,000	5,000
43300	Proceeds from Asset Disposal	2,525	0	0
43500	External Contributions & Contracts	0	184,200	0
43505	External Contributions & Contracts - Specified	192,571	0	184,200
44010	Penalties & Fees	1,824	250	250
44020	Investment Income & Interest	153	13,500	4,500
45000	Transfer from Reserves	0	165,338	686,423
45500	Transfer from Other Service	14,321	12,256	11,298
49100	Prior Year Surplus	1,261,367	1,235,487	1,259,000
Total Income		7,839,494	7,861,030	8,650,784

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget
51010	Salaries	2,690,799	2,785,989	2,891,510
51020	Overtime	15,173	26,933	23,695
51030	Benefits	565,530	542,460	590,650
51050	Employee Health & Safety	14,481	27,729	26,450
51060	Employee Recognition	3,231	2,801	2,800
52010	Travel	6,125	16,800	11,850
52020	Learning & Professional Development	14,449	31,005	34,100
52030	Memberships, Dues & Subscriptions	5,904	5,756	8,875
53020	Admin, Office Supplies & Postage	22,157	38,202	40,700
53030	Communication	11,069	10,950	10,350
53040	Advertising	14,385	45,000	45,000
53050	Insurance	79,350	106,500	106,500
53060	Bank Charges	24,302	33,000	33,000
53070	Bad Debts	0	0	0
53080	Licence & Permits	6,364	10,400	11,500
54030	Contracted Services	201,143	176,201	137,300
54040	Consulting Fees	21,868	120,000	35,200
55010	Repairs & Maintenance	194,749	284,500	292,500
55015	Repairs & Maintenance - Specified	23,623	0	0
55020	Operating Supplies	128,043	141,178	159,106
55025	Chemicals	58,806	52,500	63,500
55030	Equipment	63,229	123,260	122,010
55035	Radio Equipment	3,809	5,279	5,200
55040	Utilities	449,737	553,630	559,166
55050	Vehicles	19,206	11,675	46,500
55060	Rentals	3,357	10,000	10,000
55075	Recreation LAP Subsidy Expense	38,365	30,000	30,300
56010	Debenture Interest	230,538	419,248	414,390
56020	Debenture Principal	127,133	228,697	252,848
57010	Grants	58,878	58,878	64,467
59000	Contribution to Reserve	0	12,000	3,000
59500	Transfer to Other Service	31,561	18,995	0
59510	Transfer to Other Service - General Admin. Fee	316,954	316,954	342,954
59520	Transfer to Other Service - IT Fee	101,563	101,563	106,434
59530	Transfer to Other Service - Community Services F+	312,947	312,947	35,186
59709	Transfer to Community Services - A109	0	0	322,437
59712	Transfer to Project Management - A112	0	0	0
59722	Transfer to Asset Management - A122	0	0	86,306
60000	Capital Expenditures	214,959	1,200,000	1,725,000
Total Expenses		6,073,791	7,861,030	8,650,784
Total Service		1,765,704	(0)	(0)

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

CAP1481 NDCC - Refrigeration Plant Replacement

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
45000	Transfer from Reserves	0	165,338	686,423	JC Jan 9 - reduce
49100	Prior Year Surplus	0	1,034,662	989,000	CS26
Total Income		0	1,200,000	1,675,423	

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
59500	Transfer to Other Service	9,800	0	0	
60000	Capital Expenditures	81,423	1,050,000	1,050,000	CS26
Total Expenses		91,223	1,050,000	1,050,000	

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

CAPXXX1 NDCC - Arena Dehumidifier

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
45000	Transfer from Reserves	0	0	0	
49100	Prior Year Surplus	0	0	0	
Total Income		0	0	0	

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
59500	Transfer to Other Service	0	0	0	
60000	Capital Expenditures	0	0	400,000	
Total Expenses		0	0	400,000	

2026 Draft Financial Plan**S226 Recreation Facility-Nelson and Areas F and Defined E****CAPXXX1 NDCC - Parking****INCOME**

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
45000	Transfer from Reserves	0	0	0	
49100	Prior Year Surplus	0	0	0	
Total Income		0	0	0	

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
59500	Transfer to Other Service	0	0	0	
60000	Capital Expenditures	0	0	75,000	Parking Lot Paving and Curbs
Total Expenses		0	0	75,000	

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

CAPXXX1 NDCC - Pool

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
45000	Transfer from Reserves	0	0	0	
49100	Prior Year Surplus	0	0	0	
Total Income		0	0	0	

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
59500	Transfer to Other Service	0	0	0	
60000	Capital Expenditures	0	0	200,000	Major pool work - lights, slide, pipes/pumps
Total Expenses		0	0	200,000	

2026 Draft Financial Plan

S226 **Recreation Facility-Nelson and Areas F and Defined E**

OPR264 **NDCC - Gyro Pool**

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
---------	-------------	--------------	-------------	-------------	------

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
51010	Salaries	24,248	28,000	31,000	
51020	Overtime	26	773	500	
51030	Benefits	3,132	6,695	5,000	
51050	Employee Health & Safety	569	1,000	1,000	
55020	Operating Supplies	373	2,400	2,000	
55030	Equipment	0	460	500	
Total Expenses		28,347	39,327	40,000	

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

OPR266 NDCC Operations - Civic Centre

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
42045	Rental Income - Specified	121,986	116,000	118,000	
	Total Income	121,986	116,000	118,000	

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
51010	Salaries	54,042	75,000	58,000	
51020	Overtime	0	0	500	
51030	Benefits	9,074	0	10,000	
53050	Insurance	0	13,500	13,500	
55010	Repairs & Maintenance	32	2,500	2,500	
55020	Operating Supplies	3,395	8,000	8,000	
55040	Utilities	2,754	31,310	31,623	
55050	Vehicles	4,837	2,575	3,000	
	Total Expenses	74,133	132,885	127,123	

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

OPR465 NDCC Operations

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
43505	External Contributions & Contracts - Specified	0	0	0	
45500	Transfer from Other Service	10,968	11,227	11,298	NSH Transfer For Operational Salaries
Total Income		10,968	11,227	11,298	

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
51010	Salaries	864,485	745,000	820,000	
51020	Overtime	7,604	11,000	10,695	
51030	Benefits	206,708	185,400	205,000	
51050	Employee Health & Safety	3,662	10,600	6,500	
51060	Employee Recognition	400	0	200	
52010	Travel	511	1,500	1,000	
52020	Learning & Professional Development	3,990	6,000	12,100	
52030	Memberships, Dues & Subscriptions	267	256	0	
53020	Admin, Office Supplies & Postage	105	0	1,500	
53030	Communication	2,487	1,800	1,900	
53050	Insurance	46,188	73,000	73,000	
53080	Licence & Permits	4,171	5,900	7,000	
54030	Contracted Services	181,830	144,100	106,500	
54040	Consulting Fees	860	20,000	20,200	
55010	Repairs & Maintenance	187,966	272,500	280,000	
55015	Repairs & Maintenance - Specified	23,623	0	0	
55020	Operating Supplies	83,002	85,000	100,500	
55025	Chemicals	58,806	52,500	63,500	
55030	Equipment	14,206	23,060	40,000	
55035	Radio Equipment	1,771	2,040	2,000	
55040	Utilities	446,983	522,320	527,543	
55050	Vehicles	14,250	8,585	13,500	
55060	Rentals	2,188	0	0	
59500	Transfer to Other Service	770	0	0	
59722	Transfer to Asset Management - A122	0	0	0	
60000	Capital Expenditures	0	0	0	
Total Expenses		2,156,834	2,170,561	2,292,638	

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

OPR555 NDCC - Complex Facility

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
42015	Sale of Goods - Specified	35,447	30,000	33,800	Actuals considered
42035	User Fees - Specified	1,592,714	1,475,000	1,575,500	
42045	Rental Income - Specified	359,248	350,600	357,200	Considers actuals but recognizes increased use in Jan-Mar '25
43025	Grants - Specified	0	0	0	
43300	Proceeds from Asset Disposal	2,525	0	0	
43505	External Contributions & Contracts - Specified	8,371	0	0	
Total Income		1,998,306	1,855,600	1,966,500	

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
51010	Salaries	1,142,806	1,161,876	1,244,000	
51020	Overtime	5,415	10,560	8,500	
51030	Benefits	205,856	187,465	199,500	
51050	Employee Health & Safety	5,097	10,200	10,250	
51060	Employee Recognition	611	200	400	
52010	Travel	2,692	4,000	2,000	
52020	Learning & Professional Development	924	7,500	3,500	
52030	Memberships, Dues & Subscriptions	115	1,200	1,200	
53020	Admin, Office Supplies & Postage	1,399	5,000	5,000	
53030	Communication	1,619	1,150	1,150	
53080	Licence & Permits	2,193	1,500	1,500	
54030	Contracted Services	19,060	21,000	18,500	
55010	Repairs & Maintenance	6,675	9,500	8,000	
55020	Operating Supplies	22,774	25,370	29,300	
55030	Equipment	42,767	88,533	60,000	
55035	Radio Equipment	2,038	3,239	3,200	
59000	Contribution to Reserve	0	0	0	
59500	Transfer to Other Service	2,500	0	0	
60000	Capital Expenditures	0	0	0	
Total Expenses		1,464,542	1,538,294	1,596,000	

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

OPR556 NDCC - PROG Recreation

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
42025	Sale of Services - Specified	76,054	90,320	86,950	\$79,000 Summer Camps
43025	Grants - Specified	0	0	0	
Total Income		76,054	90,320	86,950	

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
51010	Salaries	78,326	117,250	120,900	
51020	Overtime	140	2,000	1,000	
51030	Benefits	9,314	17,750	18,250	
51050	Employee Health & Safety	1,392	1,515	1,500	
52010	Travel	62	500	800	
53030	Communication	1,631	2,000	1,800	
53040	Advertising	160	0	0	
54030	Contracted Services	4,312	6,000	7,000	specialized camps
55020	Operating Supplies	4,533	9,200	8,300	
55030	Equipment	942	1,000	3,010	basketballs, road hockey sticks
55060	Rentals	0	10,000	10,000	Indoor Camp Rentals
59500	Transfer to Other Service	83	0	0	
Total Expenses		100,894	167,215	172,560	\$151,600 expenses for summer camps

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

OPR557 NDCC - PROG - Arena

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
42025	Sale of Services - Specified	5,636	11,700	5,200	Pre-registered Adult Recreational Hockey
Total Income		5,636	11,700	5,200	

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
51010	Salaries	12,653	21,300	23,700	
51030	Benefits	994	3,100	3,600	
51050	Employee Health & Safety	0	0	500	
52020	Learning & Professional Development	0	0	500	Coaching level 1, Respect in Sport
54030	Contracted Services	0	0	200	
55010	Repairs & Maintenance	0	0	2,000	skate sharpening
55020	Operating Supplies	206	500	1,000	pucks, cones,
Total Expenses		13,852	24,900	31,500	\$21,300 is for Public Skating Expenses

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

OPR558 NDCC - PROG - Fitness

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
42025	Sale of Services - Specified	102,713	89,500	93,200	Pre-Registered Classes
43025	Grants - Specified	5,740	5,000	5,000	Interior Health Grant
Total Income		108,454	94,500	98,200	

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
51010	Salaries	115,021	134,300	141,100	
51020	Overtime	63	0	0	
51030	Benefits	15,963	22,050	22,600	
51050	Employee Health & Safety	0	505	1,400	
51060	Employee Recognition	0	101	200	
52010	Travel	0	0	550	
52020	Learning & Professional Development	985	505	0	
52030	Memberships, Dues & Subscriptions	851	0	3,300	Certification renewals
53020	Admin, Office Supplies & Postage	0	202	200	
54030	Contracted Services	0	0	0	
54040	Consulting Fees	125	0	0	
55020	Operating Supplies	1,234	808	806	
55030	Equipment	0	707	500	
59500	Transfer to Other Service	0	0	0	
Total Expenses		134,242	159,178	170,656	\$79,800 for Classes Included with Admission, \$98,200 Pre-Registered Classes

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

OPR559 NDCC - PROG - Aquatics

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
42025	Sale of Services - Specified	87,050	78,705	84,300	\$69,000 Public Lessons, \$12,500 from Private Lessons
Total Income		87,050	78,705	84,300	

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
51010	Salaries	59,214	61,260	72,810	
51020	Overtime	85	0	0	
51030	Benefits	6,291	13,700	16,700	
51050	Employee Health & Safety	0	2,293	1,300	
52010	Travel	0	0	0	
52020	Learning & Professional Development	0	0	0	
52030	Memberships, Dues & Subscriptions	0	0	0	
53080	Licence & Permits	0	0	0	
54030	Contracted Services	0	0	0	
55020	Operating Supplies	1,890	1,200	1,200	
55030	Equipment	0	3,000	3,000	Tot Dock
59500	Transfer to Other Service	0	0	0	
Total Expenses		67,479	81,453	95,010	\$80,000 Public Lessons, \$5,240 Private Lessons

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

OPR666 NDCC Re-certification/Training

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
42025	Sale of Services - Specified	2,713	1,700	0	In 2026, all training, recertification training is accounted for in A109.
45500	Transfer from Other Service	446	1,029	0	This is a net zero in A109 - Community Services
Total Income		3,159	2,729	0	

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
51010	Salaries	4,164	4,400	0	
51020	Overtime	444	0	0	
51030	Benefits	846	1,300	0	
52010	Travel	991	800	0	
52020	Learning & Professional Development	3,242	0	0	
52030	Memberships, Dues & Subscriptions	280	300	0	
54030	Contracted Services	0	0	0	
55020	Operating Supplies	4,232	700	0	
59500	Transfer to Other Service	4,952	18,995	0	
59530	Transfer to Other Service - Community Services F	0	0	35,186	This is the budgeted cost for all recerts and training like lifeguarding.
Total Expenses		19,150	26,495	35,186	\$21,000 is Aquatic related, \$8,600 is Fitness related

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

OVR116 NDCC Overhead

INCOME

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
41010	Requisitions	3,924,474	3,924,474	4,113,663	
41020	Grants in lieu of Taxes	55,675	47,000	47,000	
42020	Sale of Services	(10)	0	0	
42025	Sale of Services - Specified	0	0	0	
42030	User Fees	199	0	0	
42035	User Fees - Specified	(2,907)	30,000	35,300	Donation policy, offsetting expense account 57010
42040	Rental Income	0	0	0	
43500	External Contributions & Contracts	0	184,200	0	
43505	External Contributions & Contracts - Specified	184,200	0	184,200	City of Nelson as per Bylaw
44010	Penalties & Fees	1,824	250	250	
44020	Investment Income & Interest	153	13,500	4,500	\$3,000 Reserve Interest
45000	Transfer from Reserves	0	0	0	
45500	Transfer from Other Service	2,907	0	0	
49100	Prior Year Surplus	1,261,367	200,825	270,000	
Total Income		5,427,882	4,400,249	4,654,913	

EXPENSES

Account	Description	2025 To Date	2025 Budget	2026 Budget	Note
51010	Salaries	335,841	437,603	380,000	
51020	Overtime	1,396	2,601	2,500	
51030	Benefits	107,353	105,000	110,000	
51050	Employee Health & Safety	3,762	1,616	4,000	
51060	Employee Recognition	2,221	2,500	2,000	
52010	Travel	1,869	10,000	7,500	
52020	Learning & Professional Development	5,308	17,000	18,000	
52030	Memberships, Dues & Subscriptions	4,392	4,000	4,375	
53020	Admin, Office Supplies & Postage	20,652	33,000	34,000	
53030	Communication	4,831	6,000	5,500	
53040	Advertising	14,225	45,000	45,000	
53050	Insurance	0	20,000	20,000	
53060	Bank Charges	24,302	33,000	33,000	
53070	Bad Debts	0	0	0	
53080	Licence & Permits	0	3,000	3,000	
54030	Contracted Services	(4,539)	5,100	5,100	
54040	Consulting Fees	20,883	100,000	15,000	Facility Condition Assesments moved to Tranfer to A112
55010	Repairs & Maintenance	76	0	0	
55020	Operating Supplies	6,406	8,000	8,000	
55030	Equipment	5,315	6,500	15,000	
55050	Vehicles	119	515	30,000	
55060	Rentals	1,169	0	0	
55075	Recreation LAP Subsidy Expense	38,365	30,000	30,300	
56010	Debenture Interest	230,538	419,248	414,390	MFA 81 BL 1658 - RR 26
56020	Debenture Principal	127,133	228,697	252,848	MFA 81 BL 1658 - RR 26
57010	Grants	58,878	58,878	64,467	Donation poicy, offseeting revenue account 42035
59000	Contribution to Reserve	0	12,000	3,000	Contribution from Requisition
59500	Transfer to Other Service	1,516	0	0	
59510	Transfer to Other Service - General Admin. Fee	316,954	316,954	342,954	
59520	Transfer to Other Service - IT Fee	101,563	101,563	106,434	
59530	Transfer to Other Service - Community Services Fe	312,947	312,947	0	
59709	Transfer to Community Services - A109	0	0	322,437	
59712	Transfer to Project Management - A112	0	0	86,306	
Total Expenses		1,743,475	2,320,722	2,365,111	

Scenario One

Nelson Areas F and Defined E Recreation Facilities

Actual/2025 Projected Actual

	2021	2022	2023	2024	2025	2024	2025	2026	2027	2028	2029	2030
Requisition/Grants in Lieu												
Requisition + Grants in Lieu	(3,119,203.94)	(3,184,878.92)	(3,379,221.26)	(3,561,352.82)	(3,980,148.77)	(3,559,582.00)	(3,971,474.00)	(4,110,663.07)	(4,323,699.00)	(4,459,865.00)	(4,586,109.00)	(4,659,696.00)
External Contribution	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)
Total Non-Revenue Sources	-3,303,403.94	-3,369,078.92	-3,563,421.26	-3,745,552.82	-4,164,348.77	-3,743,782.00	-4,155,674.00	-4,294,863.07	-4,507,899.00	-4,644,065.00	-4,770,309.00	-4,843,896.00
Comparison of Revenue vs Operations Expenses												
Revenue (Admission/Rental/Programs)	(731,559.42)	(1,646,579.79)	(2,015,399.65)	(2,307,818.04)	(2,408,167.47)	(1,949,698.00)	(2,291,030.66)	(2,405,998.00)	(2,461,146.20)	(2,517,562.82)	(2,575,277.01)	(2,634,318.63)
Operational Expenses	3,258,439.18	4,355,499.65	4,626,168.69	4,969,627.33	5,438,150.52	5,445,632.00	5,822,207.01	6,069,573.34	6,187,259.29	6,328,365.45	6,469,246.66	6,597,676.30
Grants to External	37,916.00	37,916.00	43,295.16	38,295.00	58,877.95	58,295.00	58,877.95	64,466.73	65,949.46	67,466.30	69,018.03	70,605.44
% of Revenue Funding Operations	22%	38%	44%	46%	44%	36%	39%	40%	40%	40%	40%	40%
Funding from Surplus, Capital Grants, Contribution from Reserves												
Surplus - From Previous Year Less Accumulated Surplus	(178,601.32)	(452,931.59)	(601,964.59)	(1,013,628.07)	(1,261,367.17)	(1,013,600.00)	(1,235,487.00)	(1,259,000.00)	0.00	0.00	0.00	0.00
Grants Funding Capital	(87,414.07)	(6,154.72)	(282,926.34)	0.00	(191.25)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contribution From Reserve	(172,788.73)	0.00	0.00	(281,312.45)	0.00	(269,167.00)	(178,838.00)	(690,923.00)	(98,175.00)	(48,862.00)	(4,500.00)	(4,500.00)
Other Funding for Operations and Capital	-438,804.1	-459,086.3	-884,890.9	-1,294,940.5	-1,261,558.4	-1,282,767.0	-1,414,325.0	-1,949,923.0	-98,175.0	-48,862.0	-4,500.0	-4,500.0
Capital Expenditures/Borrowing /Reserve Contributions												
Borrowing (Principle and Interest)	461,027.16	461,027.16	461,027.16	499,938.81	672,095.40	491,120.00	647,945.00	667,238.00	667,238.00	667,238.00	602,738.00	59,820.00
Contribution to Reserve	0.00	0.00	273,904.83	217,162.72	0.00	211,200.00	12,000.00	3,000.00	3,000.00	3,000.00	67,500.00	611,918.00
Capital Expenditures/Asset Renewal/Engagement	6,752.95	18,796.00	45,687.93	345,800.35	289,009.52	770,000.00	1,320,000.00	1,846,506.00	143,773.60	144,419.89	141,583.11	142,695.51
Cost of Borrowing/Reserve Cont/Capital Expenditures	467,780.11	479,823.16	780,619.92	1,062,901.88	961,104.92	1,472,320.00	1,979,945.00	2,516,744.00	814,011.60	814,657.89	811,821.11	814,433.51
Requisition Funding Capital/Reserve/Borrowing	28,976.0	20,736.9	0.0	0.0	0.0	189,553.0	565,620.0	566,821.0	715,836.6	765,795.9	807,321.1	809,933.5
Surplus Funding Operations	0.0	0.0	-104,271.0	-232,038.6	-300,453.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Reserve Balances												
Planning						26,171.00	26,171.00	26,171.00	26,171.00	26,171.00	26,171.00	26,171.00
Facility						832,640.00	144,717.00	49,542.00	3,680.00	66,680.00	674,098.00	
Other - Growing Community Funds						16,381.00	16,381.00	16,381.00	16,381.00	16,381.00	16,381.00	
Total Reserves						875,192.00	187,269.00	92,094.00	46,232.00	109,232.00	716,650.00	

2026 Draft Financial Plan

S226 Recreation Facility-Nelson and Areas F and Defined E

INCOME

Account	Description	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget
41010	Requisitions	4,063,663	4,276,699	4,412,865	4,539,109	4,612,696
41020	Grants in lieu of Taxes	47,000	47,000	47,000	47,000	47,000
42015	Sale of Goods - Specified	33,800	34,577	35,373	36,186	37,019
42020	Sale of Services	0	0	0	0	0
42025	Sale of Services - Specified	269,650	275,852	282,197	288,687	295,327
42030	User Fees	0	0	0	0	0
42035	User Fees - Specified	1,610,800	1,647,848	1,685,749	1,724,521	1,764,185
42040	Rental Income	0	0	0	0	0
42045	Rental Income - Specified	475,200	486,061	497,171	508,537	520,164
43025	Grants - Specified	5,000	5,000	5,000	5,000	5,000
43300	Proceeds from Asset Disposal	0	0	0	0	0
43500	External Contributions & Contracts	0	0	0	0	0
43505	External Contributions & Contracts - Specified	184,200	184,200	184,200	184,200	184,200
44010	Penalties & Fees	250	250	250	250	250
44020	Investment Income & Interest	4,500	4,500	4,500	4,500	4,500
45000	Transfer from Reserves	686,423	93,675	44,362	0	0
45500	Transfer from Other Service	11,298	11,558	11,824	12,096	12,374
49100	Prior Year Surplus	1,259,000	0	0	0	0
Total Income		8,650,784	7,067,220	7,210,490	7,350,086	7,482,715

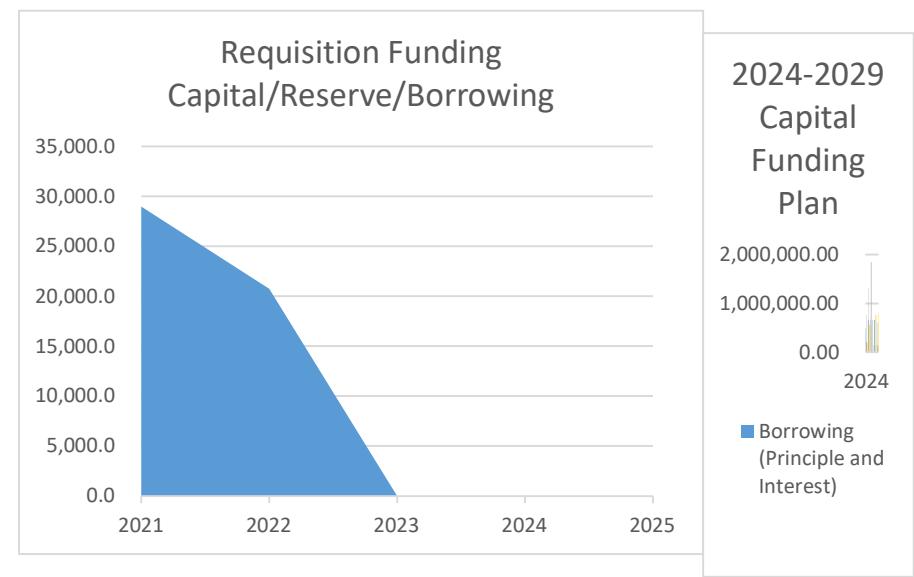
EXPENSES

Account	Description	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget
51010	Salaries	2,891,510	2,958,015	3,026,049	3,095,648	3,166,848
51020	Overtime	23,695	26,139	28,676	27,806	27,629
51030	Benefits	590,650	604,235	618,132	632,349	646,893
51050	Employee Health & Safety	26,450	27,058	27,681	28,317	28,969
51060	Employee Recognition	2,800	2,851	2,902	2,955	2,609
52010	Travel	11,850	12,123	12,401	12,687	12,978
52020	Learning & Professional Development	34,100	34,884	35,687	36,507	37,347
52030	Memberships, Dues & Subscriptions	8,875	8,546	8,593	8,641	8,690

53020	Admin, Office Supplies & Postage	40,700	41,567	42,454	43,362	44,290
53030	Communication	10,350	10,588	10,832	11,081	11,336
53040	Advertising	45,000	46,035	47,094	48,177	49,285
53050	Insurance	106,500	108,949	111,455	114,019	116,641
53060	Bank Charges	33,000	33,759	34,535	35,330	36,142
53070	Bad Debts	0	0	0	0	0
53080	Licence & Permits	11,500	11,764	12,035	12,312	12,595
54030	Contracted Services	137,300	139,297	142,363	145,499	148,708
54040	Consulting Fees	35,200	35,665	36,140	36,626	37,124
55010	Repairs & Maintenance	292,500	306,720	312,038	317,455	321,973
55015	Repairs & Maintenance - Specified	0	0	0	0	0
55020	Operating Supplies	159,106	162,581	166,137	169,774	173,495
55025	Chemicals	63,500	64,960	66,455	67,983	69,547
55030	Equipment	122,010	81,752	83,023	84,323	70,653
55035	Radio Equipment	5,200	5,320	5,442	5,567	5,695
55040	Utilities	559,166	572,027	585,184	598,643	612,412
55050	Vehicles	46,500	47,454	48,431	49,430	50,452
55060	Rentals	10,000	10,230	10,465	10,706	10,952
55075	Recreation LAP Subsidy Expense	30,300	30,997	31,710	32,439	33,185
56010	Debenture Interest	414,390	414,390	414,390	349,890	19,695
56020	Debenture Principal	252,848	252,848	252,848	252,848	40,125
57010	Grants	64,467	65,949	67,466	69,018	70,605
59000	Contribution to Reserve	3,000	3,000	3,000	67,500	611,918
59500	Transfer to Other Service	0	0	0	0	0
59510	Transfer to Other Service - General Admin. Fee	342,954	350,842	358,911	367,166	375,611
59520	Transfer to Other Service - IT Fee	106,434	108,882	111,386	113,948	116,569
59530	Transfer to Other Service - Community Services F	35,186	35,186	35,186	35,186	35,186
59709	Transfer to Community Services - A109	322,437	344,496	353,108	361,936	370,985
59712	Transfer to Project Management - A112	0	0	0	0	0
59722	Transfer to Asset Management - A122	86,306	33,109	33,280	29,957	30,572
60000	Capital Expenditures	1,725,000	75,000	75,000	75,000	75,000
Total Expenses		8,650,784	7,067,220	7,210,490	7,350,086	7,482,715
Total Service		(0)	(0)	0	0	0

Scenario Two

	Nelson Areas F and Defined E Recreation Facilities - Scenario 2											
	Actual/2025 Projected Actual					Budgets						
	2021	2022	2023	2024	2025	2024	2025	2026	2027	2028	2029	2030
Requisition/Grants in Lieu												
Requisition + Grants in Lieu	(3,119,203.94)	(3,184,878.92)	(3,379,221.26)	(3,561,352.82)	(3,980,148.77)	(3,559,582.00)	(3,971,474.00)	(4,110,663.07)	(4,373,699.00)	(4,559,865.00)	(4,736,109.00)	(4,859,696.00)
External Contribution	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)	(184,200.00)
Total Non-Revenue Sources	-3,303,403.94	-3,369,078.92	-3,563,421.26	-3,745,552.82	-4,164,348.77	-3,743,782.00	-4,155,674.00	-4,294,863.07	-4,557,899.00	-4,744,065.00	-4,920,309.00	-5,043,896.00
Comparison of Revenue vs Operations Expenses												
Revenue (Admission/Rental/Programs)	(731,559.42)	(1,646,579.79)	(2,015,399.65)	(2,307,818.04)	(2,408,167.47)	(1,949,698.00)	(2,291,030.66)	(2,405,998.00)	(2,461,146.20)	(2,517,562.82)	(2,575,277.01)	(2,634,318.63)
Operational Expenses	3,258,439.18	4,355,499.65	4,626,168.69	4,969,627.33	5,438,150.52	5,445,632.00	5,822,207.01	6,069,573.34	6,187,259.29	6,328,365.45	6,469,246.66	6,597,676.30
Grants to External	37,916.00	37,916.00	43,295.16	38,295.00	58,877.95	58,295.00	58,877.95	64,466.73	65,949.46	67,466.30	69,018.03	70,605.44
% of Revenue Funding Operations	22%	38%	44%	46%	44%	36%	39%	40%	40%	40%	40%	40%
Funding from Surplus, Capital Grants, Contribution from Reserves												
Surplus - From Previous Year Less Accumulated Surplus	(178,601.32)	(452,931.59)	(601,964.59)	(1,013,628.07)	(1,261,367.17)	(1,013,600.00)	(1,235,487.00)	(1,259,000.00)	0.00	0.00	0.00	0.00
Grants Funding Capital	(87,414.07)	(6,154.72)	(282,926.34)	0.00	(191.25)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contribution From Reserve	(172,788.73)	0.00	0.00	(281,312.45)	0.00	(269,167.00)	(178,838.00)	(690,923.00)	(98,175.00)	(48,862.00)	(4,500.00)	(4,500.00)
Other Funding for Operations and Capital	-438,804.1	-459,086.3	-884,890.9	-1,294,940.5	-1,261,558.4	-1,282,767.0	-1,414,325.0	-1,949,923.0	-98,175.0	-48,862.0	-4,500.0	-4,500.0
Capital Expenditures/Borrowing /Reserve Contributions												
Borrowing (Principle and Interest)	461,027.16	461,027.16	461,027.16	499,938.81	672,095.40	491,120.00	647,945.00	667,238.00	667,238.00	667,238.00	602,738.00	59,820.00
Contribution to Reserve	0.00	0.00	273,904.83	217,162.72	0.00	211,200.00	12,000.00	3,000.00	53,000.00	103,000.00	217,500.00	811,918.00
Capital Expenditures/Asset Renewal/Engagement	6,752.95	18,796.00	45,687.93	345,800.35	289,009.52	770,000.00	1,320,000.00	1,846,506.00	143,773.60	144,419.89	141,583.11	142,695.51
Cost of Borrowing/Reserve Cont/Capital Expenditures	467,780.11	479,823.16	780,619.92	1,062,901.88	961,104.92	1,472,320.00	1,979,945.00	2,516,744.00	864,011.60	914,657.89	961,821.11	1,014,433.51
Requisition Funding Capital/Reserve/Borrowing	28,976.0	20,736.9	0.0	0.0	0.0	189,553.0	565,620.0	566,821.0	765,836.6	865,795.9	957,321.1	1,009,933.5
Surplus Funding Operations	0.0	0.0	-104,271.0	-232,038.6	-300,453.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Reserve Balances												
Planning						26,171.00	26,171.00	26,171.00	26,171.00	26,171.00	26,171.00	26,171.00
Facility						832,640.00	144,717.00	99,542.00	153,680.00	366,680.00	1,174,098.00	
Other						16,381.00	16,381.00	16,381.00	16,381.00	16,381.00	16,381.00	16,381.00
Total Reserves						875,192.00	187,269.00	142,094.00	196,232.00	409,232.00	1,216,650.00	



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 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.
3.	That the meeting schedule be included on the January 28, 2026 Nelson & District Recreation Commission No. 5 Meeting agenda.	26-Nov-2025	Complete