

AGENDA Committee of the Whole February 10, 2025 - 1:00 PM Town Administration Building - Council Chambers

AGENDA FOR COMMITTEE OF THE WHOLE TO BE HELD ON MONDAY, FEBRUARY 10, 2025 AT 1:00 PM IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING, 4938 – 50 AVENUE, RIMBEY, ALBERTA.

Page

3

1.	CALL TO ORDER COMMITTEE OF THE WHOLE MEETING &
	RECORD OF ATTENDANCE

- 1.1 LAND ACKNOWLEDGEMENT
- 2. AGENDA APPROVAL AND ADDITIONS
- 3. MINUTES
- 3.1 Minutes Request for Decision - RFD-25-011 - Pdf

4. PUBLIC HEARINGS

5. DELEGATIONS

- 5.1 Delegation: Shannon Mann Prom Committee Chairperson 4 5 <u>Request for Decision - RFD-25-008 - Pdf</u>
 5.2 Delegation: Beth Reitz - Boys and Girls Club 6 - 22
- 5.2 Delegation: Beth Reitz Boys and Girls Club <u>Request for Decision - RFD-25-010 - Pdf</u>

6. BYLAWS

7. NEW AND UNFINISHED BUSINESS

7.1	Rimbey Elementary School <u>Request for Decision - RFD-25-012 - Pdf</u>	23 - 25
7.2	BYAS Building - Motion 009/2025 Request for Decision - RFD-25-013 - Pdf	26 - 28
7.3	Rimbey Curling Club Lease Agreement <u>Request for Decision - RFD-24-211 - Pdf</u>	29 - 36

8. OPEN FORUM

(<u>Bylaw 939/18 - Council Procedural Bylaw</u> Part XXI 1. The open forum shall be for a maximum total of twenty (20) minutes in length to allow members of the public present at the meeting to address Council regarding issues arising from the meeting in progress. No formal decision shall be made on any matter discussed with Council during the open forum session.

9. CLOSED SESSION

10. ADJOURNMENT

Council Agenda Item 3.1

Committee of the Whole **REQUEST FOR DECISION**



Meeting:	February 10, 2025			
Submitted By:	Craig Douglas, Chief Administrative Officer			
Subject:	Minutes			
Item For:	Public Information	-or-	□ Closed Session	

BACKGROUND:

Minutes of Committee of the Whole Meeting on January 13, 2025, as presented.

RECOMMENDATION:

To accept the Minutes of Committee of the Whole Meeting on January 13, 2025, as presented.

PREPARED BY: Craig Douglas, Chief Administrative Officer

ENDORSED BY:

rau

Craig Douglas, Chief Administrative Officer

February 6, 2025 Date

February 6, 2025 Date

Committee of the Whole REQUEST FOR DECISION



Meeting: Submitted By:	February 10, 2025 Craig Douglas, Chief Administrative Officer		
Subject:	Delegation: Shannon Mann - Prom Committee Chairperson		
Item For:	☑ Public Information -or- □ Closed Session		

BACKGROUND:

Shannon Mann has requested to present a delegation to Council.

RECOMMENDATION:

Administration recommends that Council accept the presentation from Shannon Mann with the Prom Committee, as information and bring forward to the next Regular Council meeting held on February 24, 2025.

ATTACHMENTS:

Letter to the Mayor - Prom 2025

PREPARED BY: Craig Douglas, Chief Administrative Officer

ENDORSED BY:

law,

Craig Douglas, Chief Administrative Officer

February 7, 2025 Date

February 7, 2025 Date Monday, January 20, 2025

To the Mayor and Town Council,

A group of parents and class of 2025 students have created a committee to host a prom on June 28, 2025 separate from the high school grad in the fall.

We are planning a "parade" to celebrate the kids of 2025 on June 28. It would start at the east end of town in the AG center parking lot, travelling down Mainstreet, possibly through the manor parking lot (in discussion with the manor manager as we speak) and then across to the community center/arena.

We had wonderful feedback from last year's spectators who watched the parade with the only comment being they would have liked to see the kids dressed up instead of them all being in vehicles. This year we are asking if we could treat the parade as we do the July 1st Canada parade? Meaning, kids could ride in the back of trucks, horse and carriage/wagon? We understand in order to do this we have to close down the highway which I would not anticipate being any longer than maybe 30 min max.

We are asking you the mayor and town council to support and approve this as well as to promote the celebration of these kids for reaching this milestone.

Side note: we are not allowed to associate anything we are doing with Rimbey Jr/Sr High School. If you are able to promote us, it has to be under Rimbey Prom 2025.

I am more than happy to attend your next meeting in February to discuss further.

We appreciate your support and look forward to your feedback.

Sincerely,

Shannon Mann Prom Committee Chairperson

Committee of the Whole REQUEST FOR DECISION



Meeting:	February 10, 2025		
Submitted By:	Craig Douglas, Chief Administrative Officer		
Subject:	Delegation: Beth Reitz - Boys and Girls Club		
Item For:	⊠ Public Information -or- □ Closed Session		

BACKGROUND:

Beth Reitz, Executive Director of the Boys and Girls Club requested to present as a delegate to Council.

RECOMMENDATION:

Administration recommends that Council accept the presentation from Beth Reitz with the Boys and Girls Club, as information.

ATTACHMENTS:

RIMBEY BGC Letterhead Rimbey Town Presentation 2026 BGC Rimbey budget 2025 Ponoka Youth Centre Page 18

PREPARED BY: Craig Douglas, Chief Administrative Officer

February 6, 2025 Date

ENDORSED BY:

rau)

Craig Douglas, Chief Administrative Officer

February 6, 2025 Date



Town of Rimbey

Rimbey, AB TOC 230

Re: Funding Request

January 28, 2025

Dear Rimbey Town Council,

We would like to take this opportunity to extend our heartfelt gratitude to the Rimbey Town Council for your ongoing support and belief in the work BGC Wolf Creek Rimbey is doing for children and youth in our community.

Attached, you will find a detailed presentation outlining the successes we achieved in 2024 and our plans for 2025.

This year, our request to the Rimbey Town Council is two-fold:

1. General Funding

We are extremely grateful for the yearly funding we receive from the Town of Rimbey. Without this support, we would not be able to continue offering vital programming in the community. In 2025, we would like to request an increase to \$15,000.

With the recent departure of Gibson's presence in the community, we have lost their significant annual donation, leaving us with a \$10,000 shortfall to address annually. While FCSS has generously committed an additional \$5,000, we are asking the town to consider matching this amount to help close the funding gap.

2. Swim Passes

The swimming passes you donate each year are a fantastic addition to our Summer Camp, allowing us to keep registration costs affordable for families. For this summer, we would like to request 200 swim passes. These will ensure that our youth can enjoy swimming once a week throughout the summer.

Once again, thank you for your steadfast support. We deeply value our partnership with the Town of Rimbey and look forward to working together to continue making a difference in the lives of children and youth in our community.

Sincerely,

Beth Reitz Executive Director

4907 49St. PO Box 1671 Rimbey, AB T0C 2J0

Program Director: Ria Lartec rimbeydirector@bgcwolfcreek.com

Executive Director: Beth Reitz 403-783-3112 beth@bgcwolfcreek.com





Wolf Creek Rimbey

FUNDING REQUEST 2026

2024 Program Attendance

2024 Total Rimbey Program Attendance



AFTER SCHOOL PROGRAM AGES 5-12

The After School Program offers a diversity of experiences that provide opportunities for adventure, play and discovery. It includes open-ended activities that support social, emotional and physical development through connecting with children and their families in a caring, positive and supportive way. It operates during the school year and includes indoor and outdoor active play, arts and crafts, imagination stations, life-skills instruction, leadership training, recreation and a nutritional snack.



S.O.D. PROGRAM (SCHOOL'S OUT DAY) AGES 5-12

S.O.D. is a program for school **Professional Development** Days. The program offers children a fun-filled day of recreation, crafts and games. This program also runs over the Spring Break week and **School Inclement Weather** Days.



SUMMER CAMP AGES 5-12

In 2024, Summer Camp ran 5 days a week and ran out of the Rimbey Christian School. This allowed for more children to attend and more space to run programs. We had 862 visits from 64 individual youth!



Torch Jr. Leadership Program Grades 6-8

Torch Club is a BGC National program and is a junior leadership program that focuses on five core elements: service to club and community, teamwork, healthy choices, leadership and learning. Youth are encouraged to get involved and give back to their community while learning valuable leadership skills. The club meets once a week and is mentored by an adult staff member.





Council Agenda Item 5.2

2024 was our second year of being able to offer a therapist/child psychologist to families at no charge. This has proven to be very needed and well received in the community. The sessions are entirely free and do not require any referrals. We truly believe this will continue to assist with the mental health crisis we see going on in our communities.

COUNSELLING PROGRAM



MENTORING PROGRAM

2024 was a great year for mentoring and resulted in the highest number of matches to date!







The Request

BGC Wolf Creek remains dedicated to providing the youth of Rimbey with safe, structured, and supportive programming that fosters personal growth, resilience, and meaningful connections. Our programs empower young people to explore new opportunities, overcome challenges, and develop cessential life skills.

As outlined in our report, BGC Wolf Creek continues to make a significant and positive impact on children and youth within the community. Our programs are expanding and evolving to meet the increasing needs of Rimbey's young people, with participation numbers steadily rising.

^{*} The sustainability of BGC Rimbey is contingent upon the ongoing financial support of the Town of Rimbey. Continued funding is essential to ensuring the program remains a vital resource for local youth.

We are pleased to announce that we have secured dedicated space within Rimbey Elementary School. This strategic move will enhance program efficiency, support future growth, and eliminate the need for community-donated space, which has been part of our request for the past several years.

We sincerely appreciate your continued support and partnership in creating lasting, positive change for the youth of Rimbey.

The Request Continued







The financial and in-kind donations from the town of Rimbey has allowed hundreds of children, youth and families in your community to be a part of programs that enable them to learn and grow! Council Agenda Item 5.2 BG

tem 5.2 **BGC Rimbey** JANUARY 1 to DECEMBER 31, 2025

INCOME		2025
CHILD CARE FEES	I	
Staff Retention Stability	\$	15,000.00
Subsidized ASP/SOD Child Care Fees (SOD/ASP 12/ Summer 18)	\$	31,060.00
Non-Subsidized ASP/SOD Child Care fees	\$	31,060.00
Subsidized Summer Camp Fees (18 based on \$25)	\$	-
Non-Subsidized Summer Camp Fees	\$	-
CSJ - PENDING	\$	5,000.00
DEFERRED/SAVINGS REVENUE	\$	20,000.00
INTEREST REVENUE	\$	3,000.00
FCSS	\$	15,000.00
FUNDRAISERS - PENDING		
Carnival For Kids	\$	3,000.00
Bowl/Curl-For Kids	\$	7,000.00
Santa's Bids For Kids	\$	5,000.00
	\$	2,000.00
MISCELLANEOUS GRANTS AND DONATIONS - PENDING	\$	20,000.00
PONOKA COUNTY - PENDING	\$	15,000.00
	\$	15,000.00
UNITED WAY GRANT 2024/2025	\$	2,898.00
UNITED WAY GRANT 2025/2026	\$	2,898.00
TOTAL INCOME	\$	192,916.00
EXPENSES		
ADMINISTRATION		
	–	
BGC OF WOLF CREEK	\$	20,000.00
TOTAL ADMINSTRATION EXPENSES	⇒ \$	20,000.00 20,000.00
TOTAL ADMINSTRATION EXPENSES GENERAL PROGRAMMING COSTS	\$	20,000.00
TOTAL ADMINSTRATION EXPENSES GENERAL PROGRAMMING COSTS DIRECTOR of SUPPORT PROGRAMS	\$ \$	20,000.00 5,417.00
TOTAL ADMINSTRATION EXPENSES GENERAL PROGRAMMING COSTS DIRECTOR of SUPPORT PROGRAMS DIRECTOR of CHILD CARE	\$ \$ \$	20,000.00 5,417.00 11,333.00
TOTAL ADMINSTRATION EXPENSES GENERAL PROGRAMMING COSTS DIRECTOR of SUPPORT PROGRAMS DIRECTOR of CHILD CARE PROGRAM MANAGER/MENTORING COORDINATOR	\$ \$ \$	20,000.00 5,417.00 11,333.00 38,772.00
TOTAL ADMINSTRATION EXPENSES GENERAL PROGRAMMING COSTS DIRECTOR of SUPPORT PROGRAMS DIRECTOR of CHILD CARE PROGRAM MANAGER/MENTORING COORDINATOR BGC MEMBERSHIP FEES	\$ \$ \$ \$ \$	20,000.00 5,417.00 11,333.00 38,772.00 400.00
TOTAL ADMINSTRATION EXPENSES GENERAL PROGRAMMING COSTS DIRECTOR of SUPPORT PROGRAMS DIRECTOR of CHILD CARE PROGRAM MANAGER/MENTORING COORDINATOR BGC MEMBERSHIP FEES BENEVOLENT FUND	\$ \$ \$ \$ \$ \$	20,000.00 5,417.00 11,333.00 38,772.00 400.00 750.00
TOTAL ADMINSTRATION EXPENSES GENERAL PROGRAMMING COSTS DIRECTOR of SUPPORT PROGRAMS DIRECTOR of CHILD CARE PROGRAM MANAGER/MENTORING COORDINATOR BGC MEMBERSHIP FEES BENEVOLENT FUND INSURANCE	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	20,000.00 5,417.00 11,333.00 38,772.00 400.00 750.00 1,000.00
TOTAL ADMINSTRATION EXPENSES GENERAL PROGRAMMING COSTS DIRECTOR of SUPPORT PROGRAMS DIRECTOR of CHILD CARE PROGRAM MANAGER/MENTORING COORDINATOR BGC MEMBERSHIP FEES BENEVOLENT FUND INSURANCE JANITORIAL SUPPLIES	\$ \$	20,000.00 5,417.00 11,333.00 38,772.00 400.00 750.00 1,000.00 250.00
TOTAL ADMINSTRATION EXPENSES GENERAL PROGRAMMING COSTS DIRECTOR of SUPPORT PROGRAMS DIRECTOR of CHILD CARE PROGRAM MANAGER/MENTORING COORDINATOR BGC MEMBERSHIP FEES BENEVOLENT FUND INSURANCE JANITORIAL SUPPLIES MARKETING & PROMOTIONS	\$ \$	20,000.00 5,417.00 11,333.00 38,772.00 400.00 750.00 1,000.00
TOTAL ADMINSTRATION EXPENSES GENERAL PROGRAMMING COSTS DIRECTOR of SUPPORT PROGRAMS DIRECTOR of CHILD CARE PROGRAM MANAGER/MENTORING COORDINATOR BGC MEMBERSHIP FEES BENEVOLENT FUND INSURANCE JANITORIAL SUPPLIES MARKETING & PROMOTIONS MILEAGE/FUEL	\$ \$	20,000.00 5,417.00 11,333.00 38,772.00 400.00 750.00 1,000.00 250.00
TOTAL ADMINSTRATION EXPENSES GENERAL PROGRAMMING COSTS DIRECTOR of SUPPORT PROGRAMS DIRECTOR of CHILD CARE PROGRAM MANAGER/MENTORING COORDINATOR BGC MEMBERSHIP FEES BENEVOLENT FUND INSURANCE JANITORIAL SUPPLIES MARKETING & PROMOTIONS	\$ \$	20,000.00 5,417.00 11,333.00 38,772.00 400.00 750.00 1,000.00 250.00 500.00
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TOTAL ADMINSTRATION EXPENSES GENERAL PROGRAMMING COSTS DIRECTOR of SUPPORT PROGRAMS DIRECTOR of CHILD CARE PROGRAM MANAGER/MENTORING COORDINATOR BGC MEMBERSHIP FEES BENEVOLENT FUND INSURANCE JANITORIAL SUPPLIES MARKETING & PROMOTIONS MILEAGE/FUEL OFFICE EXPENSES REGISTRATION COSTS/WAGES	\$\$ \$\$<	20,000.00 5,417.00 11,333.00 38,772.00 400.00 750.00 1,000.00 250.00 500.00 1,000.00 9,650.00 4,370.00
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STAFF BENEFITS	\$	1,000.00
PROGRAMMING EQUIPMENT	\$	750.00
PROGRAMMING COSTS	\$	6,925.00
Total ASP & SOD Programming	\$	53,343.00
SUMMER CAMP PROGRAMMING		
PROGRAM MANAGER/MENTORING COORDINATOR - Ria	\$	2,971.00
PROGRAM COORDINATOR - Haley	\$	6,562.00
PROGRAM ASSISTANT - JB (35)/Cora(25)		\$7,680.00
M.E.R.C. 11.6%	\$	2,000.00
PROGRAMMING COSTS	\$	6,800.00
Total Summer Camp Programming	\$	26,013.00
TEEN/TORCH PROGRAMMING		
TORCH PROGRAM COST	\$	1,600.00
TORCH COORDINATOR	\$	2,362.00
PROGRAM MANAGER	\$	961.00
M.E.R.C. 11.6%	\$	385.00
Total Teen/Torch Programmi	\$	5,308.00
MENTORING PROGRAM EXPENSES		
PROGRAMMING COSTS	\$	800.00
Total Mentoring Programming	\$	800.00
TOTAL PROGRAMMING EXPENSES	\$	178,306.00
FUNDRAISING EXPENSES		
FUNDRAISING EXPENSES	\$	250.00
CARNIVAL FOR KIDS FUNDRAISER	\$	350.00
MENTORING FUNDRAISER	\$	850.00
GRANTS AND OUTCOME MEASUREMENTS	\$	750.00
TOTAL FUNDRAISING EXPENSES	\$	2,200.00
TOTAL DISBURSEMENTS	\$	200,506.00
NET INCOME	-\$	7,590.00

PONOKA YOUTH CENTRE ASSOCIATION (Operating as Boys & Girls Club of Wolf Creek) Rimbey Programming & Activities

(Schedule 2)

Year Ended December 31, 2023

		Budget naudited) 2023	2023	2022
REVENUE Fees Grants Donations Other contributions Fundraising	\$	45,000 37,775 25,000 8,000 7,000	\$ 67,795 62,228 14,478 20,988 10,052	\$ 17,275 44,542 4,868 - 9,336
	-	122,775	175,541	76,021
EXPENSES Direct programming expenses Administration expenses Facility expenses Fundraising costs and expenses		97,796 21,726 10,350 2,100	106,164 19,679 7,615 -74	 62,691 11,936 5,700 464
INCOME (LOSS) FROM OPERATIONS	 \$	<u>131,972</u> (9,197)	\$ <u>133,532</u> 42,009	\$ <u>80,791</u> (4,770)

Committee of the Whole **REQUEST FOR DECISION**



Meeting: Submitted By:	February 10, 2025 Craig Douglas, Chief Administrative Officer			
Subject:	Rimbey Elementary School			
Item For:	Public Information	-or-	□ Closed Session	

BACKGROUND:

On February 3, 2025, Administration received an email from Kelly LeBlanc with the Rimbey Elementary School requesting that the Town donate a punch pass card to the Rimbey Aquatic Centre for their fundraiser.

Kelly LeBlanc has requested a decision by February 14, 2025.

RECOMMENDATION:

Administration recommends that Council discuss the possibility of donating a Rimbey Aquatic Center punch pass card to the Elementary School fundraiser.

ATTACHMENTS:

FW Request from Rimbey Elementary School Council Redacted

PREPARED BY: C

Craig Douglas, Chief Administrative Officer

February 6, 2025 Date

ENDORSED BY:

rau /

Craig Douglas, Chief Administrative Officer

February 6, 2025 Date

From:	Rick Pankiw
To:	Bonnie Rybak
Subject:	FW: Request from Rimbey Elementary School Council
Date:	Monday, February 3, 2025 9:24:02 AM

Rick Fankiw

Mayor / Town of Rimbey 403-843-2113

From: Sent: February 2, 2025 3:23 PM To: Rick Pankiw <rick.pankiw@rimbey.com> Subject: Request from Rimbey Elementary School Council

Dear Rick and Town Council,

My name is Kelly LeBlanc, and I am a proud member and chair of the Rimbey Elementary School Parent Council. One of our key initiatives is raising funds for much-needed improvements to our school library. Our goal is to create a welcoming and engaging space that fosters a lifelong love of reading for our students.

To help achieve this, we are excited to host "Lunges for Learning," a workout fundraiser led by our local fitness instructor, Leeann Cross from LMC (Live, Move, Conquer). This community event will take place on February 25th at 6:00 PM at the Rimbey Elementary School Gym. Best of all, 100% of the proceeds will go directly toward enhancing our school library.

We would be incredibly grateful for your support in making this event a success. We are looking for door prizes for this upcoming event. I was wondering specifically about a punch card pass to our local swimming pool as this ties into our fitness theme and is local. We definitely strive to keep our business local which helps to build the community our school & families are in.

If you can contribute, please let me know by February 14th. We are happy to arrange for item pick-up or provide any additional details as needed. My phone number is

Thank you for considering this opportunity to support literacy and education at Rimbey Elementary School. Together, we can inspire the next generation of readers, thinkers, and leaders. I am looking forward to working together to create strong ties between our school, students and town.

Warm regards, Kelly LeBlanc Rimbey Elementary School Parent Council Chair

Sent from my Bell Samsung device over Canada's largest network.

Committee of the Whole **REQUEST FOR DECISION**

Rimbey

Meeting: Submitted By:	February 10, 2025 Craig Douglas, Chief Administrative Officer		
Subject:	BYAS Building - Motion 009/2025		
Item For:	⊠ Public Information -c	or-	□ Closed Session

BACKGROUND:

At the Council Meeting held on January 27, 2025, Council discussed the request presented by Misty Griffiths with the Rimbey Community Home Help Services, to purchase the BYAS building. Council made the following motion:

Motion 009/2025

Moved by Mayor Pankiw that the Town of Rimbey sell the BYAS building to the Rimbey Food Bank for the sum of \$1, effective immediately, under the condition that, should the building cease to be used for the purposes of a Food Bank, ownership of the property will revert to the Town of Rimbey.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor
Councillor Johnstone	In Favor

CARRIED

On January 29, 2025, Administration received an email from Misty Griffiths requesting that Council amend the previously approved motion to read as follows:

"Moved by Mayor Pankiw that the Town of Rimbey sell the BYAS building to the Rimbey Community Home Help Services Association on behalf of the Rimbey Food Bank for the sum of \$1, effective immediately, under the condition that, should the building cease to be used for the purposes of a Food Bank, ownership of the property will revert to the Town of Rimbey."

RECOMMENDATION:

Administration recommends Council discuss if they wish to amend the wording in Motion 009/2025, as requested by Misty Griffiths with Rimbey Community Home Help Services Association and bring it forward to the next Regular Council meeting held on February 24, 2025.

ATTACHMENTS:

Email from Misty Griffiths Redacted

PREPARED BY: Craig Douglas, Chief Administrative Officer

ENDORSED BY:

raw.

Craig Douglas, Chief Administrative Officer

February 6, 2025 Date

February 6, 2025 Date

From:	<u>Misty Griffith</u>
To:	Bonnie Rybak
Subject:	RE: Presentation
Date:	Wednesday, January 29, 2025 3:27:20 PM
Attachments:	image001.png
	image002.png

The motion needs to be tweeked a bit as we can't use it the way it is worded (our Accountant told me this).

Moved by Mayor Pankiw that the Town of Rimbey sell the BYAS building to the Rimbey Food Bank for the sum of \$1, effective immediately, under the condition that, should the building cease to be used for the purposes of a Food Bank, ownership of the property will revert to the Town of Rimbey.

Rimbey Food Bank is not a legal entity Rimbey Community Home Help Services Association is so the wording should state:

Moved by Mayor Pankiw that the Town of Rimbey sell the BYAS building to the Rimbey Community Home Help Services Association on behalf of the Rimbey Food Bank for the sum of \$1, effective immediately, under the condition that, should the building cease to be used for the purposes of a Food Bank, ownership of the property will revert to the Town of Rimbey.

Misty Griffith

Executive Director Rimbey Community Home Help Services Box 404 Rimbey, AB TOC 2J0 Phone: 403-843-2030



From: Bonnie Rybak <bonnie@rimbey.com>
Sent: Tuesday, January 28, 2025 12:43 PM
To: Misty Griffith <Misty.Griffith@rimbeyfcss.com>
Subject: RE: Presentation

Committee of the Whole REQUEST FOR DECISION



Meeting:	February 10, 2025		
Submitted By:	Craig Douglas, Chief Administrative Officer		
Subject:	Rimbey Curling Club Lease Agreement		
Item For:	☑ Public Information -or- □ Closed Session		

BACKGROUND:

At the December 9, 2024, Council discussed proposed changes to the Rimbey Curling Club Lease Agreement, which is set for renewal in March 2025.

Council made the following motion:

Motion 216/2024

Moved by Councillor Rondeel to bring forward the discussion regarding the Rimbey Curling Club Lease Agreement, set to expire in March 2025, to the Committee of the Whole Meeting on February 10, 2025.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor
Councillor Johnstone	In Favor

CARRIED

RECOMMENDATION:

Administration recommends Council determine if they wish to make changes to the Rimbey Curling Club Lease Agreement and to bring it forward to the next Regular Council meeting held on February 24, 2025.

ATTACHMENTS:

Rimbey Curling Club Lease Agreement Apr 1, 2020 to Mar 21, 2025

PREPARED BY: Craig Douglas, Chief Administrative Officer

February 6, 2025 Date Council Agenda Item 7.3

ENDORSED BY:

Crang /

February 6, 2025 Date

Craig Douglas, Chief Administrative Officer

RIMBEY CURLING CLUB AGREEMENT

This renewal agreement made in duplicate this <u>12</u> day of <u>March</u> 2020 A.D., between:

The Town of Rimbey (referred to as "the Town" in this agreement)

AND

The Rimbey Curling Club

(referred to as "the Curling Club" in this agreement)

WHEREAS the Town is the owner of the facility known as the Peter Lougheed Community Centre located at 5109 54th St. in Rimbey, Alberta;

AND WHEREAS the Curling Club desires to lease a portion of the Peter Lougheed Community Centre upon the terms contained in this Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

AREAS

- 1. The Town gives the Curling Club the right to use the Curling Club premises as outlined in Schedule A.
- 2. In conjunction with the Curling Club the right to access and to use those amenities not within the Curling Club, such amenities being listed on Schedule B.

TERM

3. This Agreement shall be in effect for five years commencing April 1, 2020 to March 31st, 2025.

RENTAL

4. The Curling Club will pay to the Town the sum of \$753.54 for the first year and an increase of 3% compounded for each following year. See Schedule C for yearly lease payments. The Town will continue to provide maintenance on the building structure and all plumbing and heating issues in the curling rink lounge and lobby.

OCCUPANCY

- 5. The Curling Club shall have exclusive use of the premises from October 1st annually to March 31st annually.
- 6. The Curling Club Lounge shall be operated exclusively by the Curling Club for the term of this Agreement. An event can be held in the facility if the Curling Club does not have a scheduled event planned and mutual consent is given by both the Club and the Town. Room rental of the Lounge from April 1st to September 30th shall be made through the Town.

CURLING CLUB OBLIGATIONS

- 7. The Curling Club shall:
- a) Have the exclusive right to manage and operate the Curling Club premises for the full term of the lease.
- b) Refrain from, without Town's prior written consent, assigning the whole or part of this Agreement or any obligation contained herein; the Town may unreasonably withhold any assignment proposed by the Curling Club.
- c) Ensure that the rates for the use of the demised premises by all groups shall be sufficient to cover all costs of janitorial cleaning and supervisory services necessitated by all such uses conducted thereon.
- d) Transfer the power, gas and water/sewer/garbage utilities to the Town of Rimbey. The Curling Club will continue to pay the Telephone expenses.
- e) Ensure that the premises will be used for the operation of a Curling Club and the related business and social activities during the lease period.
- f) Provide janitorial and cleaning services for the curling lounge, and maintain the interior of the demised premises in a neat and clean condition to the satisfaction of the Town. Provide cleaning for lower lobby and stairway for bonspiels.
- g) Promptly notify the Town of any condition, natural or otherwise, that has or may seriously damage the premises or amenities.
- h) Permit the Town at all reasonable times to enter and review the state of repair of the premises and amenities used by the Curling Club and the Curling Club's operations.
- i) Comply with all Provincial, Federal and Municipal legislation and regulations including, without limiting the foregoing, ensuring that the premises and the Curling Club's activities within the amenities are in compliance with the <u>Public Health Act</u>.
- j) At their own expense, provide for and install the required ice surface, and shall provide and pay for the cost of maintaining such ice surface and the operating, repair and maintenance of all machinery and related equipment.
- k) Pay any costs or expenses incurred in or make any repairs or replace any parts of the facility damaged or destroyed by the Curling Club or person using or occupying the facility with the express or implied consent of the Curling Club.
- Be responsible for supplying and paying all costs incurred relevant to the operation of the premises which, without restricting the generality of the foregoing shall include equipment maintenance, supplies and equipment, and instructional/program costs.

- m) Be entitled to retain all of the net profits from the operation of the demised premises during the term of the agreement, after payment of all expenses and sums required to be paid by it under this agreement, shall maintain adequate accounting records of its operations.
- n) Refrain from constructing or permitting to be constructed any structure or other thing that is, in the opinion of the Town, a permanent improvement unless the Town provides approval in writing to the Curling Club. Any such structure or other thing that is erected shall comply with all relevant Municipal, Provincial and Federal legislation.
- o) The Curling Club shall at its sole cost and expense place and maintain, during the Term of this Agreement, the following insurance:
 - i. Insurance against loss or damage by fire and such additional perils as they are defined in a standard fire insurance contract on all tenants improvements, furnishings, property, equipment and contents owned by the Curling Club;
 - ii. Comprehensive General Liability insurance protecting and indemnifying the Curling Club and Town against any and all claims for injury or damage to person or property or for loss of life occurring upon, in or about the Leased Premises, for an amount of not less than \$5,000,000.00 and which policy shall name the Town as an Additional Insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Town 30 days prior written notice.
- p) Indemnify and save harmless the Town against all liabilities, damages, claims or expenses arising out of any act or neglect of the Curling Club or its servants, employees, agents, invitees or licenses in or about the demised premises, or arising out of any breach, violation or non-performance by the Curling Club of any of the provisions of this lease, including liabilities, injuries or damage to the persons or property of the Curling Club's servants, employees, agents, invitees or licenses.
- q) Indemnify and save harmless the Town of and from any and all damages caused to the demised premises resulting from the negligence of the Curling Club or the failure of the Curling Club to properly and adequately supervise the demised premises.

CAPITAL IMPROVEMENTS

8. Capital improvements made to the premises must be approved in writing by the Town. An inspection must be completed with both parties present to review the improvement and sign off that the project was completed to everyone's satisfaction.

CANCELLATION/INTERRUPTION

- 9. In the event of mechanical failure in the facility, or in the event the Town is of the opinion that it would not be advisable to use or occupy the facility, the Town may terminate or suspend this Agreement immediately or on a date fixed by the Town in the notice given to the Curling Club. Compensation for such closure shall be as follows:
 - a) If the premise is rendered unfit for occupancy by the Curling Club, the rent shall abate in proportion to that part of the premises rendered unfit until the premises has been repaired or restored.

- b) If the premise is rendered unfit for use by the Curling Club the rent shall be suspended until the premises has been repaired or restored.
- c) If the premises shall, in the opinion of the Town, be incapable of being repaired or restored with reasonable diligence within 60 days of the happening of the damage, this Agreement shall be terminated from the date of damage and the Curling Club shall immediately surrender the premises to the Town. The rent shall be apportioned and be payable by the Curling Club only to the date of such damage. The Curling Club may re-enter and re-possess the premises forthwith upon such damage being repaired.

TERMINATION

10. The parties have the right to terminate this Agreement upon giving the other thirty (30) days written notice.

NOTICE

11. Notice shall be served by registered mail addressed or personally delivered to:

a)	The Town:	Chief Administrative Officer
		Town of Rimbey
		Box 350
		Rimbey, AB
		TOC 2JO

- b) The Curling Club: President Rimbey Curling Club Box 768 Rimbey, AB TOC 2JO
- 12. Any notice served pursuant to this Agreement shall be deemed to have been received seven (7) days after mailing or in the case of personal delivery, on the date delivered to the party receiving the notice.

Default of any of the terms by either party will be considered a breach of this contract and will render the contract null and void.

This agreement can be amended upon mutual agreement.

Signed this ______ day of ______ day of ______, 2020, at Rimbey, Alberta.

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

THE RIMBEY CURLING CLUB Jensen President 00

Treasurer

TOWN OF RIMBEY Mayor Rick Pankiw

> Chief Administrative Officer Lori Hillis

> > 5

SCHEDULE A

The Rimbey Curling Club shall have full control of the following areas in the Rimbey Community Centre:

- Curling Rink
- Curling Club Lower Storage Room
- Curling Club Lounge shall be available to the Town if there is mutual consent on the use of the area and the Club does not have a scheduled event.

SCHEDULE B

The Rimbey Curling Club shall have access to the following amenities of the Rimbey Community Centre:

- Curling Club Lower Lobby
- Fitness Centre Change Rooms
- Community Centre Main Washrooms
- Upper Arena Mezzanine
 - shall be available to the Town if there is mutual consent on the use of the area and the Club does not have a scheduled event.
 - shall be accessible to allow disabled persons free access from the elevator to the arena bleachers at the discretion of staff.

SCHEDULE C

5 year Lease Fees:

C	
2020/2021	\$753.54
2021/2022	\$776.15
2022/2023	\$799.44
2023/2024	\$823.43
2024/2025	\$848.14