



THE CORPORATION OF THE CITY OF VERNON

A G E N D A

COMMITTEE OF THE WHOLE

CITY HALL COUNCIL CHAMBERS

MONDAY, December 10, 2018

AT 8:40 AM

*"To deliver effective
and efficient, local
government services
that benefit our
citizens, our
businesses, our
environment and our
future"*

AGENDA

1. CALL TO ORDER

- A. THAT the Agenda for the December 10, 2018, Committee of the Whole meeting be adopted as presented.

2. ADOPTION OF MINUTES

- A. THAT the minutes of the Committee of the Whole meeting of Council held November 26, 2018, be adopted. (P. 2)

MINUTES

3. BUSINESS ARISING FROM THE MINUTES

4. GENERAL MATTERS

5. UNFINISHED BUSINESS

6. NEW BUSINESS

- A. Doug Ross, Director, Recreation will lead a workshop to review the Greater Vernon Recreation Facilities & Programming Service Agreement.

THAT Council receive the memorandum titled Greater Vernon Recreation Facilities & Programming Service Agreement – Orientation, dated November 29, 2018 from Doug Ross, Director, Recreation Services and the related orientation provided December 10, 2018 for information purposes.

GREATER VERNON RECREATION FACILITIES & PROGRAMMING SERVICE AGREEMENT – ORIENTATION (P. 4)

7. LEGISLATIVE MATTERS

8. COUNCIL INFORMATION UPDATES

9. G.V.A.C. / R.D.N.O REGULAR MEETINGS

10. INFORMATION ITEMS

11. CLOSE OF MEETING

THE CORPORATION OF THE CITY OF VERNON

**MINUTES OF A COMMITTEE OF THE WHOLE MEETING
HELD TUESDAY, NOVEMBER 26, 2018**

PRESENT: Mayor V. Cumming

Councillors: S. Anderson, B. Quiring (8:43 am), D. Nahal, A. Mund,
K. Gares, K. Fehr

Staff: W. Pearce, CAO
P. Bridal, DCAO, Director, Corporate Services
N. Nilsen, Communications Officer & Grants Coordinator
S. Koenig, Director, Operations
K. Flick, Director, Community Infrastructure & Development
D. Law, Director, Financial Services
B. Bandy, Manager, Real Estate
S. Kozin, Manager, Water Reclamation Services
R. Manjak, Director, Human Resources
Chief Lind, Director, Fire Services

CALL TO ORDER

Mayor Victor Cumming called the meeting to order at 8:42 am.

AGENDA ADOPTION

Moved by Councillor Gares, seconded by Councillor Mund:

THAT the Agenda for the November 26, 2018, Committee of the Whole meeting be adopted.

CARRIED.

Councillor Quiring attended Council at 8:43 am

**ADOPTION OF THE
MINUTES**

Moved by Councillor Gares, seconded by Councillor Fehr:

THAT the minutes of the Committee of the Whole meeting of Council held November 13, 2018, be adopted, as presented.

CARRIED.

BUSINESS ARISING FROM THE MINUTES

GENERAL MATTERS

UNFINISHED BUSINESS

NEW BUSINESS

LEGISLATIVE MATTERS

COUNCIL INFORMATION UPDATES

G.V.A.C./R.D.N.O. REGULAR MEETINGS

INFORMATION ITEMS

CLOSE

Mayor Victor Cumming closed the meeting at 8:55 am.

CERTIFIED CORRECT:

Mayor:

Corporate Officer:



THE CORPORATION OF THE CITY OF VERNON

INTERNAL M E M O R A N D U M

TO: Will Pearce, CAO **FILE:** 7700-05
PC: Patti Bridal, Deputy CAO **DATE:** November 29, 2018
FROM: Doug Ross, Director, Recreation Services
SUBJECT: *Greater Vernon Recreation Facilities & Programming Service Agreement - Orientation*

Please find attached a copy of the new Greater Vernon Recreation Facilities & Programming Service Agreement (the Agreement) that was negotiated this summer and signed in October. The five-year Agreement start date is January 1, 2019 and runs until December 31, 2023. Administration will provide Council with an orientation to the Agreement and will highlight the changes that were recently incorporated.

RECOMMENDATION:

THAT Council receive the memorandum titled Greater Vernon Recreation Facilities & Programming Service Agreement – Orientation, dated November 29, 2018 from Doug Ross, Director, Recreation Services and the related orientation provided December 10, 2018 for information purposes.

Respectfully submitted:

A handwritten signature in black ink, appearing to be 'D Ross', written over a faint circular stamp or watermark.

Doug Ross
Director, Recreation Services

Attachment 1: Greater Vernon Recreation Facilities & Programming Agreement

**GREATER VERNON RECREATION FACILITIES
AND PROGRAMMING SERVICE AGREEMENT (OPERATIONS)**

This Agreement dated for reference the 1st day of January, 2019.

BETWEEN:

REGIONAL DISTRICT OF NORTH OKANAGAN
9848 Aberdeen Road
Coldstream, BC
V1B 2K9

("RDNO")

AND:

DISTRICT OF COLDSTREAM
9901 Kalamalka Lake Road
Coldstream, BC
V1B 1K6

("Coldstream")

AND:

THE CORPORATION OF THE CITY OF VERNON
3400 30th Street
Vernon, BC
V1T 5E6

("Vernon")

BACKGROUND

- A. RDNO, Vernon and Coldstream are each a party to this Agreement.
- B. Vernon, Coldstream, Electoral Area “B” of the RDNO and Electoral Area “C” of the RDNO (the “Participants”) were participants in the Greater Vernon Parks, Recreation and Culture Service (which was created in 1978 under authority granted in 1976 Supplementary Letters Patent over a defined area (“Designated Area No. 1”). The RDNO converted the service to a bylaw based service in 2000 under the Greater Vernon Parks, Recreation, and Culture Service Conversion and Service Establishment Bylaw No. 1648, 2000 (“Bylaw 1648”) as supplemented by the Vernon and District Multi-Use Facility Local Service Establishment Bylaw No. 1548, 1999 (“Bylaw 1548”). Bylaw 1648 and Bylaw 1548 are collectively referred to as the “GVPRC Service”.
- C. In 2012, the RDNO and the Participants reviewed the GVPRC Service with the intention to restructure the function into three separate entities; being parks, recreation facilities and programming (“Recreation Service” – defined in Section 1), and arts, culture and youth.
- D. The RDNO and the Participants agreed to change how Recreation Services are delivered in Designated Area No. 1 and entered into a Memorandum of Understanding dated September 12, 2013 (the “Recreation MOU”) outlining how the Recreation Service was to be structured and delivered with the goal of establishing a long term arrangement to provide recreation facilities and programming in Greater Vernon.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual benefits and obligations of the parties to this Agreement, each of the parties covenant and agree as follows:

1 DEFINITIONS

- 1.1 “**Agreement**” means this Greater Vernon Recreation Facilities and Programming Service Agreement (Operations) as amended from time to time by the Parties.
- 1.2 “**Consumer Price Index**” means the index published for August by Statistics Canada in the month of September for each year for Canada based on all items and not seasonally adjusted.
- 1.3 “**Effective Date**” means January 1, 2019.
- 1.4 “**Electoral Area “B”**” means the electoral area established within the boundaries of the RDNO and identified as Electoral Area “B” under letters patent dated November 9, 1965.
- 1.5 “**Electoral Area “C”**” means the electoral area established within the boundaries of the RDNO and identified as Electoral Area “C” under letters patent dated November 9, 1965.
- 1.6 “**Greater Vernon Recreation Facilities and Programming Grant Service Establishment Bylaw**” means the bylaw enacted as the Greater Vernon Recreation Facilities and Programming Grant Service Establishment Bylaw No. 2597, 2014, as amended or replaced from time to time, which is based on the Recreation MOU and this Agreement for the establishment and operation of the Recreation Service.

- 1.7 “**Major Maintenance**” means significant actions and processes necessary to maintain the integrity and operational functions of the Recreation Facilities, but does not include capital expenditures.
- 1.8 “**New Recreation Facility**” means only those new facilities that the Participants have unanimously agreed to add to the Recreation Facilities after January 1, 2019 and which meet the requirements of Section 5 of this Agreement and includes:
- Any stand-alone facility that, once developed, would add to the existing range and level of services provided through the Recreation Service;
 - Any stand-alone facility that, once developed, would replace an existing facility, and would not add to the overall level of service provided; or
 - Any major addition to, or major expansion of, an existing facility (e.g., adding a sheet of ice to the Multi-Use facility) undertaken either to add to the overall range and level of service, or to replace the capacity of an existing facility that is being decommissioned.
- 1.9 “**Participants**” means City of Vernon, District of Coldstream, and Electoral Area “B” of the RDNO and Electoral Area “C” of the RDNO.
- 1.10 “**Programs**” means an individual or series of activities provided to promote and achieve self-development generally of an extracurricular and discretionary nature.
- 1.11 “**Recreation**” means opportunities for play, relaxation, exercise and enjoyment offered through the operation of facilities, programs and services which benefit the citizens and community.
- 1.12 “**Recreation Equipment**” means such vehicles, equipment or other chattels that are associated with and used in relation to the Recreation Service.
- 1.13 “**Recreation Facility and Programs Reserve Fund**” means a monetary reserve established by Vernon under statute in order to receive, in trust, annual funds from the RDNO, for the use and purposes indicated in Section 4.1 of this Agreement.
- 1.14 “**Recreation Facility Major Maintenance Reserve Fund**” means a monetary reserve established by Vernon under statute in order to receive, in trust, annual funds from the RDNO for the use and purposes set out in Section 4.2 of this Agreement.
- 1.15 “**Recreation Facilities**” means all those facilities identified in Schedule A including any New Recreation Facility that the Participants agree to add to the Recreation Facilities in accordance with this Agreement, and specifically excludes the Vernon Curling Club facility and “**Recreation Facility**” means any one of them.
- 1.16 “**Recreation MOU**” means the memorandum of understanding dated September 12, 2013 between the RDNO and the Participants.
- 1.17 “**Recreation Service**” means all services provided by Vernon in relation to:
- (a) the operation and maintenance of all Recreation Facilities;

- (b) the acquisition, operation, maintenance and replacement of all Recreation Equipment; and
- (c) the development, marketing and delivery of evolving Recreation and leisure Programs that are provided in the Recreation Facilities, parks and other venues throughout the Recreation Service Area

as covered by this Agreement.

1.18 **“Recreation Service Area”** means all areas within the boundaries of the City of Vernon, District of Coldstream, and Electoral Areas “B” and “C” of the RDNO.

1.19 **“Term”** means the Term of this Agreement as set out in section 8.

2 RECREATION FACILITIES OPERATIONS AND MAINTENANCE AND PROGRAMMING

2.1 Responsibility

Vernon, to the exclusion of RDNO and Coldstream, has the authority and responsibility for the management and operation of the Recreation Service on and after the Effective Date.

2.2 Recreation Facilities Scheduling and Programming

Scheduling of the use of Recreation Facilities and Programming will be conducted solely by Vernon in its absolute discretion.

2.3 User and Registration Fees

Vernon will have the sole, full and unfettered authority to determine and impose all user fees and registration fees associated with the Recreation Service. Under such authority, Vernon is not required to continue any past practices in the setting of user fees, including fees that may be set for minor sports groups.

2.4 Liability

As of the Effective Date, Vernon assumes all liability arising from the ownership, administration, operation, maintenance or provision of the Recreation Facilities and the Recreation Services.

2.5 Indemnity

As of the Effective Date, Vernon agrees to indemnify and hold harmless RDNO and Coldstream from all liabilities, damages, costs or charges in relation to Vernon’s ownership, administration, operation, maintenance or provision of the Recreation Facilities and the Recreation Services, save and except for negligence on the part of RDNO or Coldstream or both.

2.6 Exclusions

- a) The parties acknowledge and agree that responsibility for the operations and programming of the Lavington Preschool at Lavington Elementary School shall

rest with RDNO through a Joint Use Agreement with School District No. 22. As such, all operations and arrangements associated with the Lavington Elementary School Joint Use Agreement are specifically excluded from this Agreement.

- b) The Vernon Curling Club operates on a leased property at 3409-39th Avenue, Vernon, BC and the building does not form part of the Recreation Facilities included in this Agreement.

3 FINANCIAL CONTRIBUTIONS

3.1 The Participants agree to contribute to the funding of the Recreation Service on the following basis:

- (a) The baseline operations (including Major Maintenance) contribution established by the 2018 net adjusted budget for Recreation Facilities is THREE MILLION, FOUR HUNDRED SIXTY-NINE THOUSAND, EIGHT HUNDRED AND SEVEN (\$3,469,807) DOLLARS.
- (b) Subject to paragraph (c), the baseline contribution of the Participants is apportioned on the basis of the net taxable value of converted improvements. For the Term, the apportionment shall be as follows:
 - (i) Vernon - 68.4%, \$2,373,348
 - (ii) The joint contribution of Coldstream, Electoral Area "B" and Electoral Area "C" – 31.6%, \$1,096,459.
- (c) The annual contribution of the Participants will be adjusted each year commencing in 2019 in accordance with the Consumer Price Index. Each year of this Agreement, the previous year's contribution will be subject to adjustment in accordance with the Consumer Price Index.
- (d) The annual contributions of Coldstream, Electoral Area "B" and Electoral Area "C" will be collected by RDNO under the RDNO Greater Vernon Recreation Facilities and Programming Grant Service Establishment Bylaw (the "Contribution Service").
- (e) On the first day of August during each year of the Term, RDNO must pay Vernon the annual financial contributions of Coldstream, Electoral Area "B" and Electoral Area "C" in accordance with this section 3.1.

In exchange for this annual contribution, residents and user groups from the contributing jurisdictions will receive access to facilities and programs on the same terms - including at the same rates - as residents and user groups from the City of Vernon.

- (f) The collection by the RDNO of the monies it must pay Vernon under paragraphs (a) through (e) will be governed by the Contribution Service and will not form part of this Agreement.
- (g) Each year during the Term, Vernon must pay all operating costs relating to the Recreation Services.

- (h) In addition to Vernon's annual funding commitment, Vernon will apply all revenues generated and savings realized through the operation of the Recreation Service in addition to the baseline contribution referred to in section 3.1(a) through (c) to be retained and reinvested in the Recreation Service.

4 RESERVES

4.1 Recreation Facility and Programs Reserve Fund

- (a) Vernon has established a Recreation Facility and Programs Reserve Fund as a statutory reserve fund for the funding of shortfalls related to operations, including facility maintenance and repairs, of Recreation Facilities.
- (b) Vernon will transfer monies from the Recreation Facility and Programs Reserve Fund for the purposes of:
 - (i) funding operating shortfalls that arise in any Recreation Service because of significant changes in operating costs (e.g. power or other utilities);
 - (ii) funding facility maintenance and repairs in any Recreation Facility that cannot otherwise be funded under the operational budgets established in accordance with section 3 of this Agreement.

4.2 Recreation Facility Major Maintenance Reserve Fund

- (a) Vernon has established a Recreation Facility Major Maintenance Reserve Fund as a statutory reserve fund for the funding of Major Maintenance requirements of the Recreation Facilities.
- (b) The Participants agree that a portion of the annual contributions required under section 3.1 of this Agreement will be deposited to the Recreation Facility Major Maintenance Reserve Fund. The 2018 baseline contribution (Major Maintenance Reserve contribution) established by the net adjusted budget for this contribution is \$740,251.
- (c) Commencing in 2019 and continuing each year thereafter during the Term, the previous year's Major Maintenance Reserve contribution will be adjusted in accordance with the Consumer Price Index.
- (d) Vernon will transfer monies from the Recreation Facility Major Maintenance Reserve Fund as required to fund Major Maintenance on any of the Recreation Facilities.
- (e) Vernon may not transfer monies from the Recreation Facility Major Maintenance Reserve Fund for any funding requirements of the Vernon Curling Club.

4.3 Surpluses and New Facility Contributions

- (a) Vernon will transfer annual operating surpluses to either the Recreation Facility and Programs Reserve Fund or the Recreation Facility Major Maintenance Reserve Fund.
- (b) Vernon has no obligation to contribute monies from the Recreation Facility and Programs Reserve Fund or the Recreation Facility Major Maintenance Reserve Fund toward the capital cost of constructing a New Recreation Facility. If Vernon elects to contribute such reserve funds toward the capital cost of a New Recreation Facility, the contribution will apply to the total capital cost shared by all Participants.

5 NEW RECREATION FACILITIES

5.1 The inclusion of a New Recreation Facility in the Recreation Facilities governed by this Agreement shall be subject to the following terms:

- (a) Any Participant may propose to the other Participants inclusion of a New Recreation Facility as a Recreation Facility consistent with and to be governed by this Agreement. All proposals will be reviewed by all Participants. The inclusion of a New Recreation Facility as a Recreation Facility under this Agreement will require the unanimous consent of all Participants. Following the agreement of the Participants to include a new Recreation Facility, and should borrowing be required, the Participants will seek assent of the electors from each of the Participants' participating jurisdictions through a joint area wide process in which the Recreation Service Area will be treated as a single area. Costs related to obtaining electoral assent shall be jointly shared (in accordance with Section 3.1 (b)) and shall be incremental to the Recreation Services budget.
- (b) In the event of obtaining assent of the electors, funding for such New Recreation Facility will be raised through a separate RDNO service bylaw that will be established for the purposes of borrowing funds and servicing the debt associated with such New Recreation Facility.
- (c) Upon completion of construction of the New Recreation Facility, it shall be included as a Recreation Facility under this Agreement, subject to all the rights and obligations of all parties in relation to the Recreation Facilities.
- (d) With the addition of any New Recreation Facility to form part of the Recreation Facilities under this Agreement, the funding commitments from each of the Participants will be adjusted on a pro rata basis to accommodate the net change to the jointly approved operating budgets and programming changes associated with the amended Recreation Facilities.
- (e) Paragraphs (a) through (d) are subject to the proviso that if a New Recreation Facility proceeds, Vernon would be responsible for a feasibility study, design, construction, management, operation and repair of the New Recreation Facility.

6 FACILITY FAILURE AND BETTERMENT

- 6.1 If a Recreation Facility has a significant breakdown or failure or has come to the end of its economic service life so that normal operations cannot be maintained, and Vernon notifies the other Participants that the Recreation Facility cannot be so maintained, the Participants can either:
- (a) by unanimous agreement, repair, replace, improve or close the Recreation Facility; or,
 - (b) the contribution levels of each of the Participants will automatically be altered to reflect any change in overall service cost.
- 6.2 If Vernon notifies the other Participants that a Recreation Facility is in need of an improvement, the Participants must meet to determine whether to improve or replace the Recreation Facility. Any decision by the Participants to improve or replace the Recreation Facility shall be unanimous and will automatically trigger a change of the contribution levels of each of the Participants to reflect any change in overall service cost.

7 PRESENTATIONS / REPORTING

- 7.1 Presentations and reporting from Vernon dealing with any business related to the Agreement shall be made to the Participants through the Greater Vernon Advisory Committee for information purposes.
- 7.2 Annually, Vernon will provide the Participants with a summary report including:
- (a) Statement of income identifying sources of revenue and broad expenditure categories; and
 - (b) Summary statement of changes to Financial Reserves; and
 - (c) Review of Major Maintenance projects.

8 TERM OF AGREEMENT

- 8.1 This Agreement shall commence on the Effective Date and continue for a period of five years from the Effective Date (the "Initial Term").
- 8.2 Prior to the end of the fourth year of the Initial Term, or any subsequent five year term, a Participant may give written notice to the other Participants that it intends to renegotiate the terms and conditions contained in the prevailing Agreement.
- (a) If the Participants are successful in renegotiating the terms of the Agreement prior to June 30th of the last year of any five year term, the Agreement as amended will be extended for an additional term of five years.
 - (b) If the Participants have not been successful in renegotiating the terms of the Agreement prior to June 30th of the last year of any five year term:

- (i) the Participants who have not renegotiated terms to their satisfaction will be deemed to have withdrawn from the Recreation Service; and,
- (ii) the Agreement as amended will be extended for an additional term of five years with the continuing Participants.

8.3 If no Participant gives written notice of intent to renegotiate as outlined in section 8.2, the Agreement will be extended for an additional term of five years.

9 EFFECT OF WITHDRAWAL

9.1 A Participant may withdraw from the Recreation Service contemplated under this Agreement at the end of any five year term with a minimum six months' written notice.

9.2 Upon withdrawal, the withdrawing Participant will not be assessed any penalty and, except as provided in this Agreement, the withdrawing Participant will not have any ongoing obligation in relation to any previous obligation they may have had under this Agreement, PROVIDED HOWEVER THAT any obligation of a party arising outside of this Agreement will continue in accordance with the terms of the document, instrument or agreement giving rise to such obligation. For certainty, every party to this Agreement that participates in capital cost financing of a Recreation Facility must continue to contribute to the debt servicing for the Recreation Facility until the debt has been retired.

9.3 For Participants that withdraw, the residents in that Participant's jurisdiction will not be granted access to the Recreation Services administered under this Agreement in a manner that would be equal to the access granted to the residents in the jurisdiction of a Participant that has not withdrawn.

10 IMPLEMENTATION

This Agreement will take effect on the Effective Date.

11 GENERAL

11.1 Time

Time shall be the essence of this Agreement and the transactions contemplated in this Agreement.

11.2 Notice

Any notice required or permitted to be given under this Agreement shall be sufficiently given if delivered personally or if sent by prepaid registered mail to the address indicated on page one provided that any party shall be entitled to designate another address by giving notice of it to the other party in accordance with the terms of this Agreement. Any notice so mailed shall be deemed to have been received, except during a period of interruption of normal postal service, on the fourth business day following the date of mailing.

11.3 Further Assurances

Each party must from time to time execute and deliver or cause to be executed and delivered all such further documents and instruments and do or cause to be done all further acts and things as any of the other party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

11.4 Non-Assignment

No party may assign its rights under this Agreement without the prior written consent of the other parties. For certainty, Vernon may contract out any portion of Recreation Services.

11.5 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties to it, their respective heirs, executors, administrators, and other legal representatives and, to the extent permitted in this Agreement, their respective successors and assigns.

11.6 Extended Meanings

Words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders.

11.7 Headings

The headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

11.8 Applicable Law

This Agreement shall be interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.

11.9 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and contains all of the representations, warranties, covenants and agreements of the respective parties, and may not be amended or modified except by an instrument in writing executed by all parties. This Agreement supersedes all prior agreements, memoranda, and negotiations between the parties.

11.10 Counterparts

This Agreement and all documents ancillary to this Agreement that require signature by more than one party may, unless indicated otherwise, be executed in as many counterparts as may be necessary or by facsimile, each of which shall together, for all purposes, constitute one and the same instrument, binding on the parties, and each of which shall together be deemed to be an original, notwithstanding that all of the parties are not signatory to the same counterpart or facsimile.

11.11 Capital Liabilities

The Participants acknowledge and agree that nothing in this Agreement constitutes a capital liability.

11.12 Schedules

The following Schedules form part of this Agreement:

- (a) Schedule A – Recreation Facilities and Related Properties
- (b) Schedule B – Annual Financial Reporting Form
- (c) Schedule C – Statement of Intentions

Signed the 24 day of October, 2018.

For and on behalf of:


Regional District of North
Okanagan

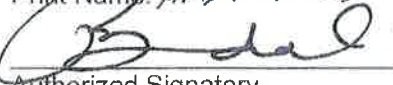

Authorized Signatory
Print Name: **Bob Fleming**
Chair


Authorized Signatory
Print Name: **Paddy Juniper**
Corporate Officer

For and on behalf of:

City of Vernon



Authorized Signatory
Print Name: **AKBAL MUND**



Authorized Signatory
Print Name: **Patricia Bridal**

Patricia Bridal, Corporate Officer

For and on behalf of:

District of Coldstream


Authorized Signatory
Print Name: **Jim Carluck**


Authorized Signatory
Print Name: **Ken Ann Austin**

SCHEDULE A
RECREATION FACILITIES AND RELATED PROPERTIES

EXISTING RECREATION FACILITIES

Recreation Complex	Civic Arena	Multi-Use Facility and Other
<ul style="list-style-type: none"> • Priest Valley Gymnasium • Priest Valley Arena 3310 - 37th Avenue • Aquatics Centre • Auditorium • Dogwood Gymnasium 3310 - 37th Avenue Lot 1, Sec 3, TWP 8, Plan KAP76941 • Centennial Outdoor Rink 3310 - 37th Avenue • Halina Seniors' Centre 3310 - 37th Avenue • Winter Carnival Office 3401 - 35th Avenue Lot B, Sec 3, TWP 8, ODYD Plan 35232, LDist 41 • Recreation Complex Lots 3305 - 35th Avenue Lot 4, Sec 3, TWP 8, ODYD Plan 3362, LDist 41 3307 - 35th Avenue Lot 3, Sec 3, TWP 8, ODYD Plan 3362, LDist 41 3309 - 35th Avenue Lot 2, Sec 3, TWP 8, ODYD Plan 3362, LDist 41 	<ul style="list-style-type: none"> • Civic Arena and Site 3301 - 37th Avenue Lot 3, Sec 3, Plan KAP70548 • Civic Arena Lots 3805 - 31st Street Lot 3, Sec 3, TWP 8, ODYD Plan 1981, LDist 41 3008 - 39th Avenue Lot 4, Sec 3, TWP 8, ODYD Plan 1981, LDist 41 	<ul style="list-style-type: none"> • Multi-Use Facility (Kal Tire Place) and Site Lot A, Sec 3, TWP 8 and of DL 38 ODYD Plan KAP56120 • Multi-Use Facility Expansion [Kal Tire North] • Kin Race Track Lands (9.42 ha) * Lot 1, Sec 3, TWP 8, ODYD Plan 38739 • Lakeview Pool 3001 – 18th Street Vernon, BC • Lavington Pool 6401 Lavington Way Coldstream, BC <p>(It is understood ownership of Lavington Pool will remain with the District of Coldstream)</p>

* The Civic Arena is scheduled for demolition in the fall of 2018.

* Kin Race Track Lands (9.42 ha) have been addressed under the Greater Vernon Sub-Regional Parks and Trails Service Agreement.

**SCHEDULE B
ANNUAL FINANCIAL REPORTING FORM**

RECREATION FACILITIES & PROGRAMMING SERVICE

	2019 Actuals	2020 Actuals	2021 Actuals	2022 Actuals	2023 Actuals
OPERATIONS					
Operating Revenues					
- Government transfers					
- Internal revenues					
- Sale of goods					
- Sale of services					
- Services to other Governments & agencies					
- Major Maintenance projects (Note 1)					
	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses					
- Communication, insurance, utilities					
- Contracts for services					
- Cost of goods sold					
- Goods, materials & supplies					
- Interest, other charges & losses					
- Internal charges					
- Major Maintenance projects (Note 1)					
- Salaries, wages & benefits					
	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Income (Loss)	-	-	-	-	-
Municipal Contributions					
- Vernon					
- Coldstream, Area "B", Area "C"					
	-	-	-	-	-
Operating income (loss)	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer to(from) Facilities & Programs Reserve					
Transfer to (from) Major Maintenance					
Transfer to(from) Equipment Replacement Reserves			-		
	-	-	-	-	-
Net operations	\$ -	\$ -	\$ -	\$ -	\$ -

CIVIC ARENA/KAL TIRE PLACE (2019 figures included in totals above)

	2017 Actuals	2019 Actuals
Revenues		
- Sale of goods		
- Sale of services		
- Other		
	\$ -	\$ -
Operating Expenses		
- Communication, insurance, utilities		
- Contracts for services		
- Cost of goods sold		
- Goods, materials & supplies		
- Interest, other charges & losses		
- Internal charges		
- Major Maintenance projects (Note 1)		
- Salaries, wages & benefits		
	\$ -	\$ -
Operating income (loss)	\$ -	\$ -

Greater Vernon Recreation Facilities and Programming Service Agreement (Operations)
Page 15 of 16
January 1, 2019

NOTE 1: MAJOR MAINTENANCE PROJECTS

	2018	2019	2020	2021	2022
Revenues					
- transfer from Major Maintenance Reserve					
- transfer from Equipment Replacement Reserve					
- other revenue					
	\$ -	\$ -	\$ -	\$ -	\$ -
Major Maintenance expenses					
- Major Maintenance project #1					
- Major Maintenance project #2					
- Major Maintenance project #3					
	\$ -	\$ -	\$ -	\$ -	\$ -
Operating income (loss)	\$ -	\$ -	\$ -	\$ -	\$ -

FACILITIES & PROGRAMS RESERVE (OPERATIONS)

Transfers in					
- from operations					
- from other reserve					
- interest					
	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out					
- to operations					
- to other reserve					
	\$ -	\$ -	\$ -	\$ -	\$ -
Opening Balance	-	-	-	-	-
Closing Balance	\$ -	\$ -	\$ -	\$ -	\$ -

MAJOR MAINTENANCE RESERVE

Transfers in					
- from operations					
- interest					
	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out					
- to operations					
- to other reserve					
	\$ -	\$ -	\$ -	\$ -	\$ -
Opening Balance	-	-	-	-	-
Closing Balance	\$ -	\$ -	\$ -	\$ -	\$ -

EQUIPMENT REPLACEMENT RESERVE

Transfers in					
- from operations					
- interest					
	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers out					
- to operations					
- to (from) other reserve					
	\$ -	\$ -	\$ -	\$ -	\$ -
Opening Balance	-	-	-	-	-
Closing Balance	\$ -	\$ -	\$ -	\$ -	\$ -

SCHEDULE C STATEMENT OF INTENTIONS

Renegotiation of the Terms of the Agreement

- Pursuant to Section 8.2 of the agreement, notice of the intent to renegotiate the Agreement:
 - can be made unilaterally without further resolution of the Board of Directors of the Regional District of North Okanagan, by each of the Participants defined as the City of Vernon, District of Coldstream, Electoral Area 'B' of the RDNO and Electoral Area 'C' of the RDNO and;
 - notice of intention to renegotiate must be submitted in writing to the other Participants prior to December 31st of the year preceding the expiration of the Agreement.

Withdrawal from the Agreement

- A decision regarding the withdrawal of the RDNO from this Agreement would be a vote pertaining to the administration and operation of the Greater Vernon Recreation Facilities and Programming Grant Service and would be conducted in accordance with the provisions of the *Local Government Act*. Currently, this would mean one director – one vote for each of the District of Coldstream, Electoral Areas 'B' and Electoral Area 'C'.
- Notice of withdrawal from this Agreement must be provided prior to June 30th of the final year of the agreement (six months notice).

Withdrawal from the Greater Vernon Recreation Facilities and Programming Grant Service

- Withdrawal from the service established by *Greater Vernon Recreation and Programming Grant Service Establishment Bylaw No. 2597, 2013* would be in accordance with the provisions of the *Local Government Act*. For certainty, any amendment of a service establishment bylaw currently requires approval of the Inspector of Municipalities.