

TOWN OF FORT FRANCES

Community Services Executive Committee

AGENDA - May 21, 2019 10:30 AM

MEETING - Memorial Sports Centre - '52 Canadians Meeting Room

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1. <u>CALL TO ORDER (Session # 010)</u>	
2. <u>APPROVAL OF AGENDA (Call for Non-Agenda Items)</u>	
3. <u>DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF</u>	
4. <u>APPROVAL OF PREVIOUS COMMITTEE MINUTES</u>	
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TOWN OF FORT FRANCES

MINUTES

SESSION NO. #009

May 6, 2019

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Fort Frances Senior Centre on May 6, 2019 from 10:30 a.m. to 10:50 a.m.

PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Doug Brown - CAO, Jason Kabel Community Services Division Manager

1 CALL TO ORDER (Session #009)

A. Hallikas - Chair, called the meeting to order at 10:30 a.m.

2 APPROVAL OF AGENDA (Call for Non-Agenda Items)

- Approved as circulated.

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

- NIL

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - April 15, 2019 - **Approved as amended.**

5 ITEMS REFERRED FROM COUNCIL

- NIL

6 NEW BUSINESS

6.1 Rainy Lake Gymnastics Academy Proposal - The Committee gave direction to meet with the Rainy Lake Gymnastics Academy and the Rainy Lake Air Cadets to find a compromise for shared use of the Auditorium.

7 NON-AGENDA ITEMS

- NIL

8 INFORMATION

8.1 Next Meeting - Tuesday, May 21, 2019 - Memorial Sports Centre

9 ADJOURNMENT

There being no further matters before the Committee at this time, the meeting was adjourned at 10:50 a.m.

A. Hallikas, Executive Committee Chair

J. Kabel, Manager of Community Services

April 25, 2019

Jason Kabel
Manager of Community Services

Dear Jason:

Several discussions have taken place regarding the need for a storage building at the Fort Frances Library and Technology Centre. The board has determined that a storage facility would be very beneficial storing several library materials and resources that are currently stored in many different locations. This would be a much more convenient and time saving solution as the library staff would have readily available access to materials as needed.

The Friends of the Library have passed a motion to provide financing for the construction of a storage building for exclusive use of the Fort Frances Library Technology Centre. Design and location are to be determined by the Fort Frances Public Library Board in consultation with the Town of Fort Frances.

We would like to meet with required Town of Fort Frances council and/or administration in a timely manner to continue forward with this vitally important project for the library, in time for the 2020 Capital budget.

Please contact me at your earliest convenience.

Sincerely,



Robin Dennis
Chair
Fort Frances Public Library Board
275-5518



REPORT

TO: Community Services Executive Committee

FROM: Jason Kabel, Community Services Division Manager

DATE: May 17, 2019

RE: Rainy Lake Gymnastics Academy Agreement

Background

At the regular Community Services Executive Committee Meeting on May 3, 2019, the committee gave direction to engage with the 908 Rainy Lake Air Cadets (RLAC) and the Rainy Lake Gymnastics Academy (RLGA) to determine if a compromise for shared auditorium use could be feasible.

On Wednesday, May 15, 2019 the Community Services Division met with both groups the RLAC and the RLGA and the parties have agreed to work toward a schedule that would facilitate a once per week setup and takedown of the RLGA equipment.

Moving forward with an agreement for the RLGA to have special use of the facility, please find the proposed agreement attached.

Recommendation

To enter into an agreement with the Rainy Lake Gymnastics Academy to operate in the Memorial Sports Centre Auditorium as attached.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Kabel".

Jason Kabel

THIS AGREEMENT to come into effect the **1st day of September, 2019.**

B E T W E E N :

THE CORPORATION OF THE TOWN OF FORT FRANCES

hereinafter called the "Town" or "Lessor".

- AND -

RAINY LAKE GYMNASTICS ACADEMY

hereinafter called the "Lessee".

In addition to the Memorial Sports Centre Auditorium - Rental Agreement Terms and Conditions and Community Services Facility Rental Policy, the parties hereby agree to the following:

1. Term of Lease – 2 year term (September to April each season, for the seasons 2019-2020 and 2020-2021).
2. Rental fee – Will be charged as per the Auditorium contracted hourly rate listed in the Town of Fort Frances user fee schedule subject to change at any time by Council resolution (May 2019 rate - \$32.35).
3. Scheduling – Memorial Sports Centre staff will meet with the Lessee before July 31st each year to determine the Fall (September –December) schedule and before November 30th each year to determine the Winter (January – April) schedule.
4. Gymnastics Equipment – The Lessee will be solely responsible for setup and takedown of any equipment that is required for their use of the Auditorium. The Lessee hereby agrees to have equipment moved as required by the facility management to accommodate other facility needs and uses by management. The Lessee agrees to pay an additional fee to cover all costs reasonable as determined by management if they fail to move their equipment as stipulated by Memorial Sports Centre management. The Lessee will have access to a portion of the 'Tables and Chairs room' on the 2nd floor of the Ice for Kids rink.
5. Other Events – For any and all events that have already been scheduled in the auditorium, the Lessee will ensure that their equipment is removed from the facility and properly stored. In an attempt to minimize the Lessee's equipment setup and takedown, Memorial Sports Centre management will only book additional auditorium events that are deemed necessary.
6. The Lessee shall assume all liability for damages caused directly or indirectly by him/her or his/her members and invitees while using the facilities.
7. The Lessee shall assume risks of damage and injury while on the premises for him/her and his/her members and invitees, and hold the Lessor harmless and indemnified there from.
8. The Lessee shall have in force \$5,000,000 of liability insurance with the Town of Fort Frances named as an additional insured.

THE CORPORATION OF THE TOWN OF FORT FRANCES

- AND -

RAINY LAKE GYMNASTICS ACADEMY

IN WITNESS WHEREOF the Town hereto has affixed its Corporate Seal and attested by its proper Officers duly authorized on their behalf and has hereunto set

SIGNED SEALED
AND DELIVERED

THE CORPORATION OF THE TOWN
OF FORT FRANCES

MAYOR:_____

CLERK: _____

Per:_____Printed:_____

(Rainy Lake Gymnastics Academy)

Per:_____Printed:_____

(Rainy Lake Gymnastics Academy)

Witness:_____Printed:_____

Town of Fort Frances – Community Services Division

Memorial Sport Center Auditorium

740 Scott Street

Fort Frances, Ontario P9A 1H8

Rental Agreement Terms and Conditions:

Whereas your organization (the lessee) has leased the Memorial Sports Centre Auditorium from the Town of Fort Frances (the lessor), agree to the following terms and conditions as part of your rental agreement with the Town of Fort Frances

- 1) Agree to all Rules and Regulations of Auditorium as provided by the Town of Fort Frances [Smoking Policy](#), [Municipal Alcohol Policy](#), and [Facility Rental Policy](#).
- 2) Full payment must be made upon booking the facility. In the case of a cancellation, two weeks notice is required at which time a refund request will be submitted minus a 10% administration fee.
- 3) For Account Holders - On the first day of every month following the invoice due date, 1.25% interest per month shall be added to the account.
- 4) Shall assume all liability for damages caused directly or indirectly by him/her or his/her invitees while using the facilities and report any damage to the Memorial Sports Centre staff immediately at the reception desk or (807) 274-4561.
- 5) Leave the facility clean and in good condition.
- 6) Agree to indemnify and save harmless the Town of Fort Frances, its officers, servants, and agents from and against all claims, demands, costs, actions, causes, of action, expenses whatsoever which may be taken or made against them by or any of them for any loss, damage, or injury, including deaths, of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omission of the Municipality, her servants or agents in relation to the operation of Auditorium.
- 7) A valid liquor permit or license must be in place for the service of alcohol and adherence to the Municipal Alcohol Policy must be strictly observed.
- 8) Copies of Smart Serve Cards, Liquor License, and \$5,000,000 of Third Party Liability Insurance with the Town of Fort Frances named as an additional insured are to be submitted to Memorial Sports Centre staff before access to the facility is granted.
- 9) Room set up request is required 1 week prior to the event.
- 10) Cubed Ice is provided and must be paid for on the next business day after the event.

Any questions or concerns regarding your booking or these terms and conditions can be directed to Memorial Sport Centre Facility Management or designate at (807) 274-4561.

I/We have read and agree to adhere to the terms and conditions of this agreement and all policies listed herein with the Town of Fort Frances for the use of Auditorium.

Name of Organization

Authorized Signature

Date

Print Name

THE TOWN OF FORT FRANCES

Section: Community Services

Policy: Facility Rental

Creation Date: June 2004

Revised Date: February 2019

Resolution Number: 084 (consent) 3/19

Supersedes Resolution: 1114 (consent) 10/13

Policy Number: 2.5

1. GENERAL STATEMENT

The Town of Fort Frances has developed several community based recreational facilities that provide positive leisure time opportunities and increase the quality of life for the community and its citizens. It is necessary that these facilities are made available to the community in a fair and equitable manner and that they are used to their maximum.

2. PURPOSE

This policy will provide a framework for management to ensure the maximum use of the community facilities identified and ensure that the facilities are made available to the public in a fair and equitable manner.

3. PROCEDURE

A. Facilities

This policy will cover the rental of the following facilities unless otherwise stated in an agreement or separate procedure manual:

- i. Memorial Sports Centre Ice Surfaces, Auditorium, Meeting Rooms, and Swimming Pool
- ii. East End Hall
- iii. Townshend Theatre
- iv. St. Francis Sports Fields & Vanjura Park
- v. Sunny Cove Camp
- vi. Rainy Lake Market Square
- vii. Fort Frances Seniors Centre

B. General

- i. All bookings are completed at the Memorial Sports Centre, 740 Scott Street, (807) 274-4561.
- ii. All bookings are not considered confirmed without a signed permit.
- iii. Rental rates are subject to change and are approved by Council annually as part of the budget process. Rates will be implemented in order to cover the program season so user groups are able to budget accordingly.
- iv. Priority will be determined on the following basis:
 - a) Town of Fort Frances programs and services

- b) Youth, not for profit organizations
 - c) Other, not for profit organizations
 - d) For profit organizations
 - e) Other interested parties
- v. Payments are required in advance unless credit arrangements have been made with the Community Services Manager.
- vi. Where appropriate a damage deposit may be required.
- vii. All municipal facilities are smoke free and alcohol free unless the necessary license has been approved. The municipal smoking by law and the municipal alcohol policy will be strictly enforced.
- viii. It is the responsibility of the renter to be aware of and notify users of all rental procedures and requirements.
- ix. Special arrangements can be made for large users and special events by contacting the Community Services Manager.
- x. It is the responsibility of the Community Services Manager to resolve all conflicts or disagreements. If a compromise cannot be reached his/her decision is final.
- xi. Any change in by-laws or town policy that affect these facilities will be applied upon passing of the by-law or scheduled implementation date, written notice will be provided to the users by email or letter.

C. Ice Facilities

- i. All previous user groups will be required to submit the upcoming season's ice time requirements by July 15th. Confirmation notices will be returned by September 15th.
- ii. Every effort to resolve conflicting ice time requests will be attempted through mutual compromise. In order to facilitate conflicting ice time requirements, the following priorities will be adhered to:
 - a) Provincial and National Championships
 - b) Playoffs, Tournaments, Figure Skating Ice Shows, Special Events
 - c) League Schedules, Figure Skating Competitions, Test Days
 - d) Group practices, programs, and exhibition games
- iii. Hockey games and other competitions will be limited to Tuesdays, Thursdays, Fridays, Saturdays and Sundays in order that user groups can have program time without interruption. The only exception to this will be provincial and national championships.
- iv. Regular users will not be allowed to cancel their weekly allotted ice time, request for changes must be made by September 15th for the months September to December and by December 15th for the months January to April. MSC staff must be notified of ice exchanged between users (for operational adjustments) at least one week prior to the date(s) to be exchanged.
- v. All rentals are based on a 50-minute hour to allow for resurfacing.

- vi. The ice surface must be vacated during the resurfacing and kept clear until the resurfacing unit is completely off the ice surface. No additional time will be allocated if the user does not comply and there are delays in resurfacing.
- vii. Users must vacate dressing rooms within 30 minutes of the ice rental.
- viii. There is absolutely no smoking or alcohol permitted in the dressing rooms.

D. Auditorium and East End Hall

- i. Payments are required in advance for all hall rentals except for multi time renters that have arranged credit.
- ii. Where required, keys will be issued and the renter is responsible for securing the facility and supervising the event
- iii. The smoking bylaw, municipal alcohol policy, rental agreement terms & conditions, and waivers must be read and signed off on the rental permit.
- iv. Ice must be purchased from the Town for auditorium rentals.
- v. Any damage and extra clean up due to abuse will be charged back to the renter. Under no circumstances is Town property to be removed from a facility without approval from the staff.
- vi. If available, one day prior to an event, a facility may be accessed for setup.
- vii. Renters of the East End Hall are responsible for the following clean up procedures:
 - a) Sweep and mop floor
 - b) Wash and put away dishes
 - c) Empty all garbage into the external dumpster (kitchen & bathrooms)
 - d) Stack tables and chairs on stage
 - e) Shut off lights
 - f) Renter must supply cleaning supplies, tea towels and dish cloths

E. Swimming Pool

- i. All renters must abide by the Ontario Health Regulations for Type A commercial pools. It is the responsibility of the Program Director to ensure this.
- ii. All swim teams must arrange for their own certified lifeguards and backup first-aider. Lifeguard awards & first-aider certificates must be presented to the Program Director at least 1 week prior to rental.
- iii. All rentals are based on a 55-minute hour to allow for change over.
- iv. Previous user groups are required to submit season pool requests by June 1st.
- v. Regular users will not be allowed to cancel their weekly allotted pool time, request for changes must be made by September 1st for the months September to December and by December 15th for the months January to April. MSC staff must be notified of pool time exchanged between users at least one week prior to the date(s) to be exchanged.

F. St. Francis Sports Fields and Vanjura Park

- i. Under no circumstances will the consumption of alcohol or smoking be allowed at these facilities.

- G. Townshend Theatre
- i. Please see the Townshend Theatre manual (available on the Theatre page of the Town's website fortfrances.ca).
 - ii. Cafeteria facilities are not included with the rental of the Theatre, users must book the cafeteria through Fort Frances High School.
- H. Sunny Cove Camp
- i. Available for bookings from May to September by calling 274-4561.
- I. Rainy Lake Market Square
- i. The rental of the Market Square is under review for the first two years to determine best practice (2018-2019).
- J. Seniors Centre
- i. The Senior Centre is available for rental by calling 274-7656.

Membership Usage Report

May 17, 2019

3:38 PM

Package: Adult 10 Daily Admittance, Adult 5 Daily Admittance, Adult Membership 1 Month, Adult Membership 3 Month, Adult Membership 6 Month, Adult Membership Annual, Fitness Instructor Membership, Fort Frances Taxi Card, Family Membership Annual, Senior 5 Daily Admittance, Senior Membership 1 Month, Senior Membership 3 Month, Senior Membership 6 Month, Senior Membership Annual, Student 5 Daily Admittance, Student Membership 1 Month, Student Membership 3 Month, Student Membership 6 Month, Student Membership Annual, Child 5 Daily Admittance...(first 20 selections shown)

Membership Usage Date: From Jan 1, 2019 through Apr 30, 2019

Package Name	% of Total	Entries
Adult 10 Daily Admittance -	0.53	50
Adult 5 Daily Admittance -	0.41	39
Adult Membership 1 Month -	4.66	441
Adult Membership 3 Month -	14.03	1327
Adult Membership 6 Month -	8.69	822
Adult Membership Annual -	28.04	2652
Child 5 Daily Admittance -	0.01	1
Child Membership Annual -	1.24	117
Family Membership Annual -	9.93	939
Fitness Instructor Membership -	0.36	34
Senior 5 Daily Admittance -	0.01	1
Senior Membership 1 Month -	1.77	167
Senior Membership 3 Month -	5.47	517
Senior Membership 6 Month -	4.24	401
Senior Membership Annual -	14.37	1359
Student Membership 1 Month -	1.90	180
Student Membership 3 Month -	1.30	123
Student Membership 6 Month -	0.55	52
Student Membership Annual -	2.48	235
Total Entries:		9457
Total Unvoided:		9457
Total Voided:		0
Total Unique Members :		434

RS II