

Village of Hines Creek Council Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	December 10, 2024
Originated By:	Kim Kuntz, Administrative Assistant
Title:	Fitness Center Meeting
File:	0908

BACKGROUND/PROPOSAL:

On November 27, 2024 the Rodney Bjornson Fitness Center Operating Board met for a Regular Meeting.

Attached are the:

- Minutes from the Meeting
- Approved Operating Agreement to be signed
- 2025 Proposed Budget
- October 2024 Financial Statement

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

COSTS/SOURCE OF FUNDING (if applicable)

FINANCIAL IMPLICATIONS COUNCIL STRATEGIC PLAN

- ☒ Make the Village of Hines Creek an attractive and desirable place to live.
- ☐ Create an environment where residents and business feel valued and comfortable airing their concerns, and where their problems, ideas, and inputs are valued.
- ☐ Being progressive and open to innovative ideas.
- ☐ Financially sound management that utilizes public funds efficiently and effectively.
- ☐ Not Applicable

RECOMMENDED ACTION:

Council approves the recommendations made by the Rodney Bjornson Fitness Center Operating Board at the November 27, 2024 Regular Meeting.

Initials show support- Reviewed by:	Manager: KK	C.A.O. DW
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**MINUTES OF THE REGULAR MEETING of the Rodney Bjornson Fitness Centre Operating Board
held in the Fitness Center, November 27, 2024 at 5:30 p.m.**

Present: Chairperson A. Bjornson, Vice-Chairperson D. Bjornson, Members M. Bjornson, and C. Blake
Regrets: Members L. Lekisch, and S. Dionne
Attending: Secretary Kim Kuntz

MEETING TO ORDER

Chairperson A. Bjornson called the meeting to order at 5:37 p.m.

AGENDA

F-24-24 RECOMMENDATION by Member M. Bjornson to adopt the agenda for the Regular Meeting of the Rodney Bjornson Fitness Center Board, November 27, 2024. CARRIED.

MINUTES

a. Minutes of the Regular Meeting of the Rodney Bjornson Fitness Center Board July 16, 2024.

F-25-24 RECOMMENDATION by Member M. Bjornson to adopt the minutes of the Regular Meeting of the Rodney Bjornson Fitness Center Board, July 16, 2024. CARRIED.

NEW BUSINESS

a. Fob Sale Summary & Fob Rates

F-26-24 RECOMMENDATION by Member M. Bjornson to increase Regular Fob Rates as of January 1, 2025 as follows:

- One Month Rates from \$55.00 to \$60.00
- Three Month Rates from \$130.00 to \$135.00
- Six Month Rates from \$225.00 to \$230.00
- Annual Rates from \$350.00 to \$365.00.

Drop-In Rates, Punch Card Rates and Seniors Rates will remain as they are. CARRIED.

b. Operating Agreement

F-27-24 RECOMMENDATION by Member C. Blake enter into the Operating Agreement with the Village of Hines Creek as presented. CARRIED.

FINANCIAL

a. 2025 Proposed Budget

F-28-24 RECOMMENDATION by Member C. Blake to approve the 2025 Proposed Budget as presented. CARRIED.

**MINUTES OF THE REGULAR MEETING of the Rodney Bjornson Fitness Centre Operating Board
held in the Fitness Center, November 27, 2024 at 5:30 p.m.**

F-29-24 RECOMMENDATION by Member M. Bjornson to table fundraising discussions, including Pickleball Night, Bingos and concessions at community events to the next meeting. CARRIED.

b. Financial Statement for July 1, 2024-October 31, 2024

F-30-24 RECOMMENDATION by Member M. Bjornson to receive the Financial Statement for July 1, 2024-October 31, 2024 as information. CARRIED.

ADJOURNMENT

Chairperson A. Bjornson adjourned Meeting at 6:06 p.m.

Alison Bjornson, Chairperson

Kim Kuntz, Secretary
Village of Hines Creek

This Agreement made this _____ day of _____, 2024.

BETWEEN:

VILLAGE OF HINES CREEK
(hereinafter called "the Village")

-and-

RODNEY BJORNSON FITNESS CENTER OPERATING BOARD
(hereinafter called "the Operating Board")

OPERATING AGREEMENT

WHEREAS, the Village shall establish and appoint an Operating Board to administer the day by day operations and programming for the Fitness Center.

NOW THEREFORE, the parties to this Agreement, in consideration for the promises and mutual terms, covenants and conditions to be observed and performed by each party, agree as follows:

1. DEFINITIONS

- a) **"Agreement"** means this Operating Agreement and the schedules attached hereto, together with such amendments, extensions and renewals as may be evidenced in writing and executed in writing and executed by the parties from time to time.
- b) **"Fitness Center"** means the portion of the Dave Shaw Memorial Complex owned by the Village of Hines Creek and located upon the lands legally described as follows:
712 – 6TH Avenue
Part NW 32 83 5 W6
(Hereinafter referred to as the Rodney Bjornson Fitness Center)
together with all buildings, structures, improvements and works comprising or attached to the said Fitness Center building, and all equipment owned by the Village and contained therein, as particularly described within Schedule "A" attached this Agreement.
- c) **"Members at Large"** means members appointed to the Operating Board to vote, discuss, and suggest ideas on the operation of the Fitness Center. Ideally, these members are individuals that have knowledge about or a passion for Fitness.
- d) **"Operating Board"** means Rodney Bjornson Fitness Center Operating Board
- e) **"Village"** means Village of Hines Creek

- f) **"Village Property"** means the Fitness Center, and all information, records or materials, regardless of form including, but not limited to, any copyright, patent, industrial design process or trademark, acquired or produced under this Agreement by the Operating Board, or provided by the Village for use by the Operating Board.

2. THE OPERATING BOARD WILL BE COMPRISED AS FOLLOWS:

- a) The Operating Board will consists of five (5) members, of which all members will be appointed by Village Council, of which one (1) shall be a member of Village Council, one (1) shall be a member of the Hines Creek & District Recreation Board, and three (3) Members at Large.
- b) The Village will provide general administrative and recording secretary duties for the Operating Board and shall appoint a recording secretary for the Board.
- c) The recording secretary shall not have voting privileges.
- d) The recording secretary for the Operating Board shall notify the Village of any vacancies on the Operating Board immediately upon receipt of a resignation or a disqualification from the Board.

3. THE OPERATING BOARD AND EACH MEMBER THEREOF SHALL BE GOVERNED AND SUBJECT TO THE FOLLOWING:

- a) A person who is a member of the Operating Board ceases to be a member of the board, if without being authorized by resolution of the Board, the member is absent from 3 consecutive regular meetings of the Board.
- b) A vacancy on the Operating Board does not impair the right of the remaining members to act as long as a majority of the members remain.
- c) An organizational meeting of the Operating Board shall be held each year, on the first regular meeting for the Board immediately following the annual organizational meetings of the Village Council.
- d) At the organizational meeting of the Operating Board in each year a Chairperson and Vice-Chairperson shall be chosen to hold office until the next organizational meeting of the Board in the subsequent year.
- e) Regular Meetings of the Operating Board will be held at the discretion of the Board. The time and place of such meetings to be determined by the Board at its organizational meeting. Time and place of meetings may be changed by consensus of the Board, if necessary.
- f) A quorum of the Board shall be a majority of the members of the Board.
- g) The Chairperson shall have a vote on any questions.
- h) A minute book shall be kept by the Village, and minutes of all meetings shall be recorded therein.

4. THE FITNESS CENTER OPERATING BOARD DUTIES AND RESPONSIBILITIES:

- a) The Operating Board shall report directly to Village Council and administer the day by day operations and programming for the Fitness Center.
- b) The Operating Board shall prepare such rules, regulations, and policies as it may deem necessary from time to time, provided such rules, regulations or policies are not inconsistent with the powers herein conferred. The recording secretary as part of the general administration for the Board, shall ensure all such rules, regulations or policies are filed with the Village.
- c) The Operating Board shall prepare and monitor annual operating and capital budgets. Budgets must be submitted to the Village Council, for approval, prior to October 1st of the year preceding the budget year.
- d) The Operating Board shall prepare job descriptions for all Fitness Center employees and volunteers, and establish the minimum qualifications required for each job description, staffing levels, and prepare work schedules.

5. THE VILLAGE OF HINES CREEK DUTIES AND RESPONSIBILITIES:

- a) Village Council shall retain the right to exercise final authority with regard to any function of the Operating Board or operation of the Fitness Center.
- b) The Village shall provide bookkeeping and accounting services for the Fitness Center, pending receipt of all required documentation from the Operating Board.
- c) General ledger accounts will be established and monthly financial statements prepared for distribution to the Operating Board. Fitness Center accounts will be audited as a part of the Village of Hines Creek's annual audit.
- d) All employees of the Fitness Center shall become employees of the Village of Hines Creek. The Village shall provide payroll services, including W.C.B. coverage. All payroll expenses to be funded from the Fitness Center budget.
- e) The Village shall arrange for contents and liability insurance and any cost for same to be charged to the Fitness Center budget.
- f) The Village shall grant the Operating Board the authority to operate within approved annual budgets. The Board is not granted the authority to pledge the credit of the Village beyond these predetermined amounts. Before creating liabilities, the Operating Board must give due consideration to both the revenue and expenditures components of the budget.

6. CONFIDENTIAL AND OWNERSHIP OF VILLAGE OWNED PROPERTY

- a) All materials, reports, documentation and all other information and data received and compiled by the Operating Board shall be treated as confidential for the benefit of the

Village, shall constitute a part of Village Property, and shall not be disclosed or made known to any other person except as authorized by the Village.

- b) The Operating Board acknowledges and agrees that the Village of Hines Creek is the sole legal and beneficial owner of any and all Village Property. This section shall survive the termination or expiry of this agreement.

7. THE PARTIES AGREE AS FOLLOWS:

- a) This Agreement may be terminated at any time by the Village giving ninety (90) days written notice to the Operating Board. The Operating Board agrees that the notice constitutes reasonable, fair, and equitable notice and compensation for damages, if any, which may be suffered by the Operating Board as a result of the termination of this agreement.
- b) This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
- c) This Agreement shall insure to the benefit of and be binding upon the parties hereto administrators, successors and approved assigns, if any.
- d) This Agreement constitutes the entire Agreement between parties thereto with respect to the subject matter thereof and superseded all previous negotiations and documents relating hereto.

IN WITNESS THEREOF, the parties hereto have affixed their hands this _____ day of _____, 2024.

Witness

Hazel Reintjes, Mayor

Witness

Leanne Walmsley, Chief Administrative Officer

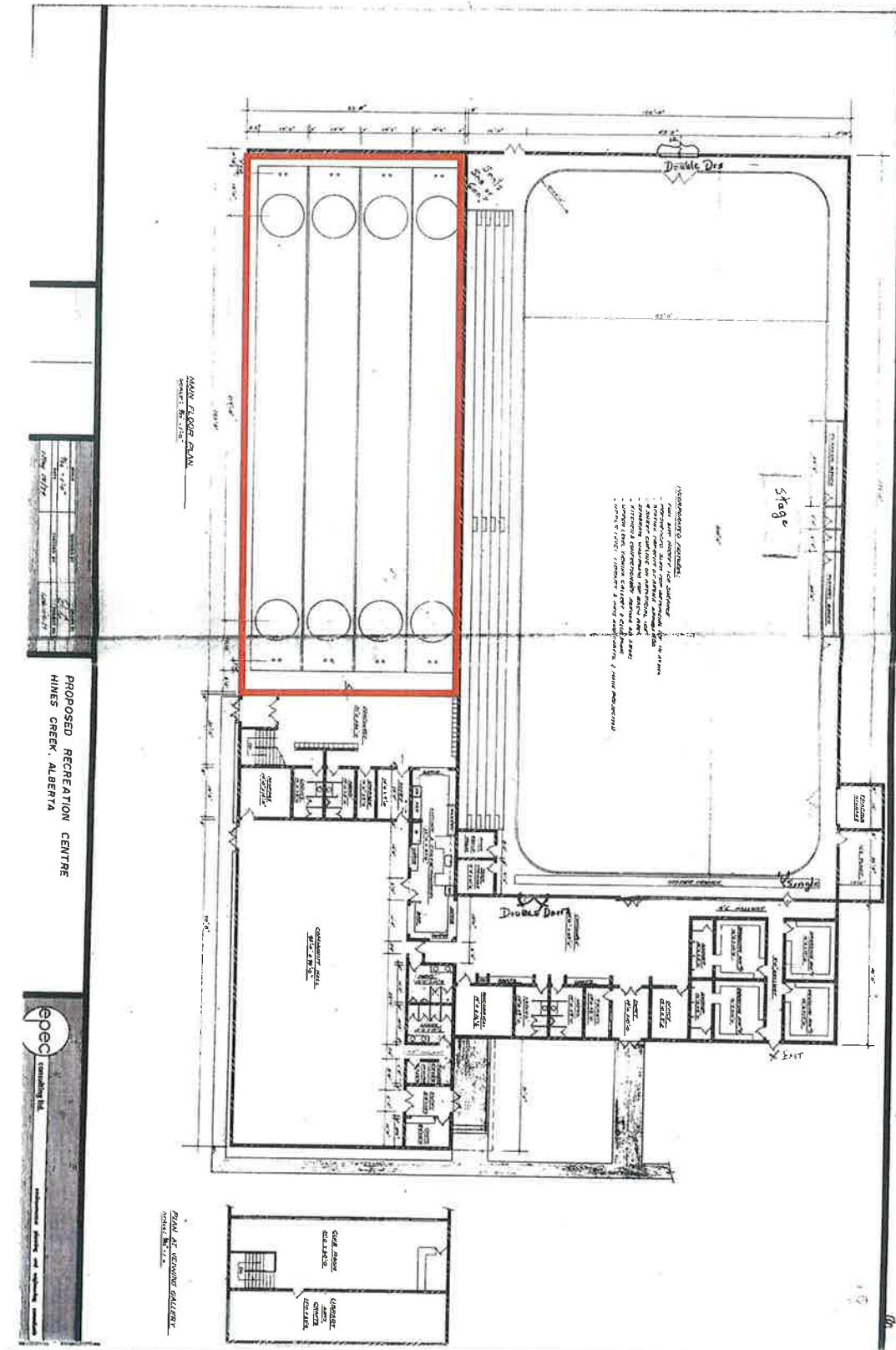
Witness

Fitness Center Operating Board, Chairperson

Witness
Secretary

Fitness Center Operating Board, Recording

Schedule "A"



FITNESS CENTER
Financial Statement
October 1, 2024

REVENUE	Month	YTD Actual	Budget
<u>Memberships:</u>			
Drop in		\$ 254.05	\$ -
10 Punch Pass	\$ 95.24	\$ 1,509.55	\$ -
One Month	\$ 523.80	\$ 2,368.68	\$ -
Three Month	\$ 247.62	\$ 4,073.34	\$ -
Six Month	\$ 214.29	\$ 2,614.32	\$ -
Annual		\$ 5,285.67	\$ -
<u>Replacement Fob</u>		\$ 28.58	\$ -
Total Membership:	\$ 1,080.95	\$ 16,134.19	\$ 20,000.00
Other: Locker Rent & Tradeshow Booth		\$ 766.11	\$ 3,000.00
Hines Creek Composite Fee	\$ 952.38	\$ 952.38	
Annual Wall advertisements		\$ -	
Local Conditional Grant	\$ -	\$ 10,000.00	\$ 10,000.00
Village of Hines Creek Contribution		\$ 956.47	\$ 945.67
Total Income	\$ 2,033.33	\$ 28,809.15	\$ 33,945.67
EXPENDITURES			
Salaries & Wages	\$ 360.00	\$ 3,821.18	\$ 5,300.00
Employer Contribution	\$ 12.44	\$ 108.14	\$ 250.00
Transportation & Communications	\$ 38.08	\$ 190.38	\$ -
Information Services		\$ 142.86	\$ 500.00
Repairs & Maintenance	\$ 67.98	\$ 625.75	\$ 600.00
Insurance		\$ 4,339.20	\$ 4,340.00
General Goods & Supplies	\$ 121.60	\$ 1,628.77	\$ 2,500.00
Equipment Purchase		\$ 4,340.00	\$ 2,955.67
<u>Utilites:</u>		\$ -	
Gas		\$ 4,949.53	\$ -
<u>Power</u>		\$ 5,911.19	\$ -
Total Utilites:	\$ -	\$ 10,860.72	\$ 17,500.00
Total Expenditures	\$ 600.10	\$ 26,057.00	\$ 33,945.67
Total Surplus/(Deficit)	\$ 1,433.23	\$ 2,752.15	\$ -



2025 Proposed Budget

REVENUES

	2024 Budget	2025 Budget
Village of Hines Creek Contribution - Balance forward	\$ 945.67	\$1,000.00
Hines Creek & District Recreation Grant	\$ 10,000.00	\$10,000.00
Memberships & Wall Advertisements	\$ 20,000.00	\$20,000.00
Fundraising	\$ 3,000.00	<u>\$1,500.00</u>
TOTAL REVENUE	\$ 33,945.67	\$32,500.00

EXPENDITURES

	2024 Budget	2025 Budget
Salaries & Wages	\$ 5,300.00	\$5,000.00
Employer Contributions	\$ 250.00	\$225.00
Trans & Communications	\$ -	
Information Services	\$ 500.00	\$350.00
Repairs & Maintenance	\$ 600.00	\$800.00
Insurance	\$ 4,340.00	\$4,500.00
Gen Goods & Supplies	\$ 2,500.00	\$2,500.00
Utilities	\$ 17,500.00	\$17,500.00
Transfers to Capital		
Equipment Purchase	<u>\$ 2,955.67</u>	<u>\$3,070.67</u>
TOTAL EXPENDITURES	\$ 33,945.67	\$33,945.67

SURPLUS/DEFICIT BALANCE

\$ -

Comments:

The Village of Hines Creek absorbs the deficit balance and the Fitness Center begins the year at a \$0.00 balance.

If the Fitness Center begins the year with a surplus balance it will be rolled forward to the next year.