

**CORPORATION OF THE CITY OF COURTENAY
COUNCIL MEETING AGENDA**

DATE: July 17, 2017
PLACE: City Hall Council Chambers
TIME: 4:00 p.m.

1.00 ADOPTION OF MINUTES

1. Adopt July 4th, 2017 Regular Council meeting minutes

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

1. Affordable Housing Considerations, Patricia Foster, RN MSN
2. Comox Valley Tennis Club, Tony Wong President, Judy Francis, Membership and Shirley Kirk, Member
3. Comox Valley Pickleball, Steve Chambers, President and Rod Hamilton

4.00 STAFF REPORTS/PRESENTATIONS

(a) Recreation & Cultural Services

- 3 1. Comox Valley Art Gallery Society License to Occupy and Management and
27 Operating Agreement
2. Sid Williams Theatre Society License to Occupy and Management and
Operating Agreement

(b) Legislative Services

- 49 3. Routine Release of In Camera Resolutions
- 57 4. Application for Federation of Canadian Municipalities' (FCM) Municipal Asset
Management Program (MAMP) Grant

(c) Development Services

- 61 5. Development Permit with Variances 1625 for 2077 20th St. - Piercy Creek
Estates Phase 3

5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

1. 2016 Annual Municipal Report – Provided to Council and available on the City’s website here:

http://www.courtenay.ca/assets/City~Hall/Annual~Reports/Courtenay_Annual_Report_2016-web.pdf

- 107 2. Briefing Note - Pickleball and Tennis Conflicting Requests

- 115 3. Heritage Advisory Commission Meeting Minutes May 24, 2017

7.00 REPORTS/UPDATES FROM COUNCIL MEMBERS INCLUDING REPORTS FROM COMMITTEES

8.00 RESOLUTIONS OF COUNCIL

1. In Camera Meeting

That notice is hereby given that a Special In-Camera meeting closed to the public will be held July 17th, 2017 at the conclusion of the Regular Council Meeting pursuant to the following sub-sections of the *Community Charter*:

- 90 (1) (f) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment.

9.00 UNFINISHED BUSINESS

119 **1. Delegation from the June 12, 2017 Regular Council meeting**

Request for support from the Comox Valley Farmers’ Market

10.00 NOTICE OF MOTION

11.00 NEW BUSINESS

- 121 1. Request for Memorial Bench - Comox Valley Road Runners

- 123 2. Request for Memorial Bench – Rotary Club of Courtenay

- 125 3. Letter of Request for Co-sponsorship/Funding, Comox Valley Theatre for Living Steering Committee “šx”?amət (*home*)” play January 24, 2018

12.00 BYLAWS

13.00 ADJOURNMENT

NOTE: There is a Public Hearing scheduled for 5:00 p.m. regarding:

Bylaw No. 2810 amendment to *Zoning Bylaw No. 2500, 2007* from Residential One B (R-1B) Public Assembly Two (PA-2) (3300 Mission Road).

Bylaw No. 2882 amendment to *Zoning Bylaw No. 2500, 2007* to allow a carriage suite (525 Back Road).

**CORPORATION OF THE CITY OF COURTENAY
COUNCIL MEETING AGENDA**

DATE: July 17, 2017
PLACE: City Hall Council Chambers
TIME: 4:00 p.m.

1.00 ADOPTION OF MINUTES

1. Adopt July 4th, 2017 Regular Council meeting minutes

2.00 INTRODUCTION OF LATE ITEMS

3.00 DELEGATIONS

1. Affordable Housing Considerations, Patricia Foster, RN MSN
2. Comox Valley Tennis Club, Tony Wong President, Judy Francis, Membership and Shirley Kirk, Member
3. Comox Valley Pickleball, Steve Chambers, President and Rod Hamilton

4.00 STAFF REPORTS/PRESENTATIONS

(a) Recreation & Cultural Services

3. 1. Comox Valley Arts Council and CVEDS Grant-in-Aid Applications
27. 2. Sid Williams Theatre Society License to Occupy and Management and Operating Agreement

(b) Legislative Services

49. 3. Routine Release of In Camera Resolutions
57. 4. Application for Federation of Canadian Municipalities' (FCM) Municipal Asset Management Program (MAMP) Grant

(c) Development Services

61. 5. Development Permit with Variances 1625 for 2077 20th St. - Piercy Creek Estates Phase 3

5.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

6.00 INTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

1. 2016 Annual Municipal Report – Provided to Council and available on the City’s website here:

http://www.courtenay.ca/assets/City~Hall/Annual~Reports/Courtenay_Annual_Report_2016-web.pdf

- 107 2. Briefing Note - Pickleball and Tennis Conflicting Requests

- 115 3. Heritage Advisory Commission Meeting Minutes May 24, 2017

7.00 REPORTS/UPDATES FROM COUNCIL MEMBERS INCLUDING REPORTS FROM COMMITTEES

8.00 RESOLUTIONS OF COUNCIL

1. In Camera Meeting

That notice is hereby given that a Special In-Camera meeting closed to the public will be held July 17th, 2017 at the conclusion of the Regular Council Meeting pursuant to the following sub-sections of the *Community Charter*:

- 90 (1) (f) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment.

9.00 UNFINISHED BUSINESS

119 **1. Delegation from the June 12, 2017 Regular Council meeting**

Request for support from the Comox Valley Farmers’ Market

10.00 NOTICE OF MOTION

11.00 NEW BUSINESS

- 121 1. Request for Memorial Bench - Comox Valley Road Runners

- 123 2. Request for Memorial Bench – Rotary Club of Courtenay

- 125 3. Letter of Request for Co-sponsorship/Funding, Comox Valley Theatre for Living Steering Committee “šx”?amət (*home*)” play January 24, 2018

12.00 BYLAWS

13.00 ADJOURNMENT

NOTE: There is a Public Hearing scheduled for 5:00 p.m. regarding:

Bylaw No. 2810 amendment to *Zoning Bylaw No. 2500, 2007* from Residential One B (R-1B) Public Assembly Two (PA-2) (3300 Mission Road).

Bylaw No. 2882 amendment to *Zoning Bylaw No. 2500, 2007* to allow a carriage suite (525 Back Road).

Patricia Foster
1050 2nd Street,
Courtenay, B.C. V9N 1C4
Cell: (250) 897-2624
Email: patricia.foster365@gmail.com

June 23, 2017

SUBMISSION TO CITY OF COURTENAY, COUNCIL MEETING July 2017

OVERVIEW

- growing need on Vancouver Island and specifically Comox Valley, for affordable housing for frail seniors
- need review of council policies to support affordable housing for frail seniors
- focus of this submission is family generated housing vs large scale developer generated housing
- addition of 500 sq foot suite for 91 year old mother

BACKGROUND

- Zone R2A duplex
- building application in September 28, 2016
- lengthy delays due to parking regulations – 2 existing parking stalls with 3rd possible at 2.65 m width (nonconforming)
- variance application submitted September 28th / Board met in December
- construction began January 2017
- taxation a deterrent to development of family centred seniors' housing
 - \$960.60 increase from 2016 due to double charges for sewer, water and garbage
 - only 2 people living at 1050 2nd Street (both seniors)
 - allowed 1 can of garbage per household per week
 - together, only put out a partial garbage can every 2 or 3 weeks (AND only ½ full when we put it out)

FUTURE OPPORTUNITIES FOR CHANGE

- consider policies that support small initiatives for seniors' housing (i.e. flexible parking requirements for single person households including non-driving senior)
- when single senior's housing application consider
 - 1) taxation based on actual usage not assumptions, or
 - 2) taxation based on number of persons per household
- public education re family focused senior's housing that encourages independence but also maximizes support for frail elderly



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 2240-20 CVAG

From: Deputy Chief Administrative Officer

Date: July 17, 2017

Subject: Comox Valley Art Gallery Society License to Occupy and Management and Operating Agreement

PURPOSE:

The purpose of the report is to approve an agreement that outlines the terms and conditions through which the Comox Valley Art Gallery Society (the Society) will continue to manage and operate the Comox Valley Art Gallery (the Gallery) on behalf of the City.

CAO RECOMMENDATIONS:

That based on the July 17, 2017 staff report, "Comox Valley Art Gallery Society and License to Occupy and Management and Operating Agreement", subsequent to publication of notice under section 24 and 26 of the Community Charter, Council approve Option 1 and authorize the Mayor and the Director of Legislative Services to execute the attached License to Occupy and Management and Operating Agreement between the City and the Society.

Respectfully submitted,

John Ward, CMC
Deputy Chief Administrative Officer

BACKGROUND:

In October 2003, Council approved the conversion of the former fire hall at 580 Duncan Avenue into a building that would be known as the Centre for the Arts and the Gallery would be identified as the prime tenant on the main floor and the basement level of the building. The City funded approximately 2/3 of the renovation cost and the Society contributed approximately 1/3 of the remaining original renovation costs (approximately \$412,000) through a combination of grants, fundraising and a loan which the Society holds with the City.

The Society as one of the City's core cultural partners has occupied the main floor and basement floor of the Centre for the Arts since 2005. Managed and operated by the Society, the Gallery focuses on contemporary visual art which features artist locally, nationally and internationally. The gallery also actively engages the community through adult, youth and children's programming and through volunteer opportunities to support its operations.

The Society has been providing the management and operation of the gallery through a licence to occupy which is currently in effect on a month-to-month basis.

DISCUSSION:

City staff has formulated a new License to Occupy (LTO) and attached Management and Operating Agreement (MOA) to replace the old agreement. As also identified in the Museum and Theatre agreements, the new Gallery agreement establishes core deliverables which will ensure the Society is meeting its contractual performance obligations. These include submission of the following on an annual basis:

- Management report detailing how the Gallery met the core deliverables outlined in the Management and Operation agreement,
- Gallery visitation and program participation statistics,
- Financial plan for the upcoming fiscal year and five year financial plan.

The term of the new agreement would be for five years with four options to renew, each for a term of five years and the fee for the Licence to Occupy will be \$1 per annum.

FINANCIAL IMPLICATIONS:

The City contributes to the Society \$65,000 annually in management and operating fees which is funded by the City's gaming grant. This grant was included in the 2017 operating budget and subject to Councils annual approval thereafter. Unlike the Museum and the Theatre, historically the Society has not received a two percent inflationary increase on the management and operating fee.

In 2017, the Society requested additional annual core funding of \$20,000 and after review by City staff, the City provided a one-time \$10,000 grant through the grant in aid process.

According to the December 31, 2016 YTD unaudited general operating financial report dated May 3, 2017, the City spent \$39,841 towards Centre For the Arts building maintenance which includes the repair and maintenance cost for the Gallery, and the top floor of the building which houses several smaller tenant's. \$60,300 has been included in the 2017 operating budget to cover this year's anticipated expenses.

ADMINISTRATIVE IMPLICATIONS:

There will be minimal implications to the use of staff time. The agreement will be administered by the Recreation and Cultural Services Department.

ASSET MANAGEMENT IMPLICATIONS:

The building is currently on the City's building asset registry and its condition is currently being assessed as part of the Asset Management Process.

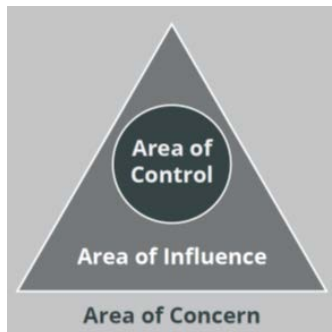
The License to Occupy and Management and Operating Agreement together clarify the level of service offered via the asset and will assist in the formulation of the Asset Management Plan.

STRATEGIC PLAN & PRIORITIES REFERENCE:

We will continue to engage and partner with service organizations for community benefit.

We invest in our key relationships

- We value and recognize the importance of our volunteers
- We will continue to engage and partner with service organizations for community benefit



- **Area of Control**
The policy, works and programming matters that fall within Council’s jurisdictional authority to act.
- ▲ **Area of Influence**
Matters that fall within shared or agreed jurisdiction between Council and another government or party.
- **Area of Concern**
Matters of interest outside Council’s jurisdictional authority to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

Not referenced.

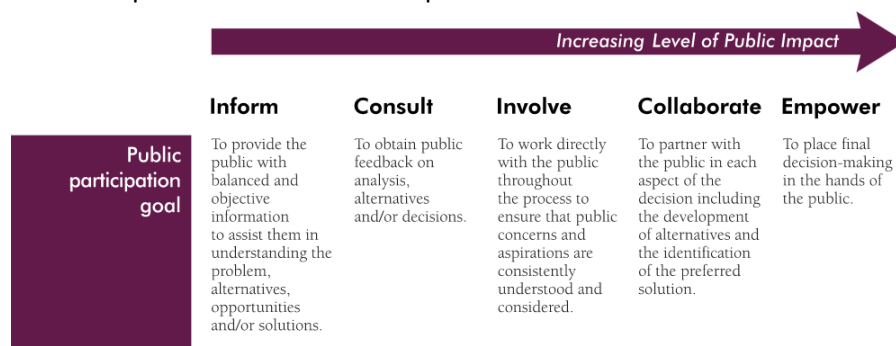
REGIONAL GROWTH STRATEGY REFERENCE:

Not applicable.

CITIZEN/PUBLIC ENGAGEMENT:

Publication of intention to provide certain kinds of assistance under Section 24 (disposing of land or improvements, or any interest or right in or with respect to them, for less than market value) of the *Community Charter* and notice of property disposition under Section 26 of the *Community Charter* will be carried out subsequent to Council approval.

The City **consulted** with the Comox Valley Art Gallery Society as a partnering organizations as identified in the IAP2 Spectrum of Public Participation:



OPTIONS:

- OPTION 1: That based on the July 17, 2017 staff report, “Comox Valley Art Gallery Society and License to Occupy and Management and Operating Agreement”, subsequent to publication of notice under section 24 and 26 of the *Community Charter*, Council approve Option 1 and authorize the Mayor and the Director of Legislative Services to execute the attached License to Occupy and Management and Operating Agreement between the City and the Society.
- OPTION 2: Council identify any concerns or questions and refer the matter back to staff for further consideration.

Prepared by:



Dave Snider MBCSLA
Director of Recreation and Cultural Services

Attachment: Comox Valley Art Gallery Society License to Occupy and Management and Operating Agreement

LICENCE TO OCCUPY

This Agreement is dated for reference August 1, 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY, a municipal corporation incorporated pursuant to the *Community Charter* and having its offices at 830 Cliffe Avenue, Courtenay, B.C. V9N 2J7

(the "**City**")

AND:

THE COMOX VALLEY ART GALLERY SOCIETY (INC. NO. 11024.), a society duly incorporated under the laws of the Province of British Columbia with mailing address of 580A Duncan Avenue, Courtenay, BC V9N 2M7.

(the "**Society**")

WHEREAS:

- A. The City owns lands having a civic address of 580 Duncan Avenue, Courtenay, British Columbia, legally described as

P.I.D. 009-174-117 AND P.I.D. 009-174-133, Lot 36 & 37, Plan 311 Section 61, Comox District, Excluding N 7 Feet and Excluding Plan 487BL;

(collectively, "**Land**") on which the Art Gallery known as the Comox Valley Centre for the Arts (the "**Building**") has been constructed on the Lands, and is owned by the City.

- B. The Society wishes to manage and operate the Comox Valley Art Gallery (the "Art Gallery") in the Building under the terms and conditions of this agreement, and the City wishes to grant to the Society a licence to occupy and operate the Art Gallery in the Building under the terms of this Agreement.
- C. This Agreement is intended to provide sufficient flexibility so as to satisfy the Society's mandate and the City's ownership of the Land and the Building.

NOW THEREFORE in consideration of foregoing and the mutual covenants and agreements set out in this Agreement, THE CITY AND THE SOCIETY AGREE THAT:

1.0 LICENCE TO OCCUPY

1.1 Licence to Occupy

The City hereby grants to the Society the license to occupy the main and basement floors as detailed in Schedule "A" in the Building together with the right of ingress and egress for the Society's employees, servants, agents, customers and invitees, and the use of entrances, lobbies, hallways, stairways (the "Common Areas") as they may apply and subject to all of the terms and conditions including earlier termination as set out in this Agreement for the purpose of operating and managing the Art Gallery and inviting members of the general public to enter and enjoy the Art Gallery (the "Licence").

1.2 Licence Fee

Subject to the terms of this Agreement, and in consideration of the payment of a licence fee in the sum of ONE DOLLAR (\$1.00) each term, the receipt and sufficiency of which is hereby acknowledged, the City hereby grants to the Society an exclusive right by way of licence to occupy and to use the main and basement floor of the Building for the purpose of the operation of an Art Gallery.

2.0 TERM AND NEW AGREEMENT

2.1 The parties agree the term (the "**Term**") of this Agreement shall be five (5) years less a day, commencing on August 1, 2017 and terminating on July 30, 2022. The parties agree that no later than six (6) months prior to the termination date of this Agreement, they shall review the terms of this Agreement and decide if they will enter into a new Agreement on the same terms or on other terms to which the parties may agree.

2.2 Should the Society wish to continue to manage, operate and occupy the Art Gallery, the Term of this Agreement may be extended, for four (4) additional five (5) year terms less a day. If the parties wish to renew this Agreement, the City and Society must mutually agree in writing no later than six (6) months before the end of the Term under the same terms and conditions as outlined in this agreement unless mutually amended in writing.

2.3 The Society's use and occupancy of the Art Gallery during any period following the expiry of the Term shall be subject to all terms and conditions of this Agreement.

3.0 SOCIETY'S RESPONSIBILITY AND EXPENSES

3.1 The Society shall at its own expense:

- a. Obtain all licenses required by statutory authority in connection with this Agreement and the Management and Operating Services Agreement (Schedule B);
- b. Operate and maintain the Art Gallery in a good state of repair and cleanliness;

- g. Assume the operating and maintenance cost of the Art Gallery which will include: cable, telephone, internet, window cleaning exterior and interior, interior janitorial service and interior janitorial supplies (including janitorial service to the Common Areas on the main and basement floors), lamp and tube replacement, interior security, liability and contents insurance, operations related remodeling or upgrades, and cost and maintenance of all equipment and furnishings related to the operation of the Art Gallery which will include computers, furniture, fixtures, telephone and any equipment not attached to the structure of the Art Gallery, and other maintenance which is considered routine maintenance and is due to the standard and expected wear and tear associated with operation of a public facility;
- h. The Society agrees that it will undertake fundraising projects and the proceeds of such projects will be directly related to the Society's mandate and the Society's responsibilities under this Agreement through operating, programming, staffing, maintenance and special projects associated with preservation and interpretation of the Art Gallery's collection for the purpose of capital improvements or purchase of furnishings, fixtures, or equipment for the Art Gallery or to increase the Art Gallery's collection;
- i. The Society will designate one of its staff members to act as the Society representative to deal on its behalf with the affairs of the Society in relation to the operation and management of the Art Gallery (the "Society Representative")
- j. Subject to section 4.0, the Society will make such rules and regulations as are required to provide for the proper operation and governance of the Art Gallery provided that such rules and regulations are consistent with:
 - i. the bylaws of the Society;
 - ii. the provisions, terms and conditions of this Agreement; and
 - iii. all applicable Federal and Provincial laws and City bylaws, regulations and policies.
- k. The Society will comply with its constitution and bylaws at all times, and must notify the City whenever a change in the Society's constitution or bylaws occurs.

4.0 ACCESS AND USE

- 4.1 Access to and use of the Art Gallery by members of the Society and by the general public must be in accordance with policies developed by the Society for the operation of the Art Gallery above, as approved by the staff member designated by the City (the "City Representative") having regard to relevant guidelines contained in applicable City documents.

- 4.2 The Society may not, except as required by section 3.1 or with prior written approval of the City:
- a. Replace, improve, alter, renovate, or add to the Land or the Building;
 - b. Construct or place any building, structure or other fixtures or improvement on the Land;
 - c. Alter the grade or surface of the Land;
 - d. Trim, cut, remove, or in any way alter or damage trees on the Land;
 - e. Use the Land or Building for any use or activity that exposes the City to liability toward any person; or
 - f. Do anything on in respect of the Land which could detrimentally affect use of the Land by the City after the Term.
- 4.3 Without limiting the generality of the foregoing, the Society must not release or introduce any pollution, contamination, waste, toxic waste, or toxic substance into or onto the Land or the environment, or commit or permit any nuisance or waste to be committed or exist on or from the Land.
- 4.4 The Society must not use the Land or Building in any manner that causes a nuisance to the owners or occupiers of neighboring lands, and without limiting the foregoing, must ensure that traffic to and from the Lands, for special events or otherwise, does not cause a nuisance to those owners or occupiers.
- 4.5 The Society must reimburse the City for any damage or loss which occurs to the Land in connection with its use under this Agreement. The City may repair any damage or loss so that the Land is in the condition in which it existed immediately before the damage or loss occurred, at the expense of the Society. The expense incurred by the City in making any repair, plus an amount equal to 15% on account of overhead incurred by the City, is a debt due and owing by the Society to the City and is payable by the Society within 15 days after delivery of an invoice by the City.
- 4.6 The Society must carry on and conduct its activities on the Land and in, on and from the Building in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force and obtain all required approvals and permits thereunder and not to do or omit to do anything in, on or from the Art Gallery or on or from the Land in contravention thereof. The Society must comply with all applicable laws and requirements in respect of its employees, including income tax, pension, insurance requirements and Workers' Compensation requirements.
- 4.7 The Society shall not make or allow to be made any alterations to the structure, mechanical service systems, or layout of the fire exiting of the Building and its surrounding grounds without the prior written consent of the City. Any alterations to which the City gives its consent shall be at the expense of the Society.
- 4.8 Any alterations or repairs carried out to the Building or Land must be done by City staff unless prior expressed written approval of the City is given with the exception of minor repairs as identified in section 3.0 and not involving structural or equipment changes may be performed by Art Gallery staff. The City may inspect the Building, Art Gallery or Land at any time to ascertain its state of repair or operation and to ascertain whether the terms and conditions of this License are being observed.

4.9 The Society must promptly pay for all work and materials supplies at its order or request to the Building and the Land and it must comply with all builder's lien legislation. If any lien is filed or the City should be subject to the payment of any claim by an unpaid worker or supplier, the Society must discharge the lien or otherwise take all steps required by the City to protect the City's interests.

5.0 CITY'S RESPONSIBILITY AND EXPENSES

5.1 The City shall, at its own expense, subject to annual budget approval:

- a. Provide extraordinary maintenance of the Art Gallery, including:
 - i. Window replacement and repair;
 - ii. Replacement of major heating, ventilation and cooling equipment;
 - iii. Roof and drain repairs;
 - iv. Plumbing;
 - v. Building Envelope repair and maintenance;
 - vi. Parking lot maintenance including snow removal and line painting;
 - vii. Structural repairs and maintenance;
 - viii. Electrical repairs and maintenance;
 - ix. Other maintenance which is not considered routine maintenance and is not due to the standard and expected wear and tear associated with operation of a public facility.
- b. Provide landscape maintenance on the Lands;
- c. Provide maintenance and repair of the Building's fire suppression systems;
- d. Provide water and sewage service to the Building;
- e. Provide maintenance and repair of the elevator;
- f. Preventative servicing and repairs of the major heating, ventilation, and cooling equipment;
- g. Provide Building insurance against perils and under the terms and conditions that the City insures other similar types of buildings owned by the City;
- h. Exterior security patrols; and
- i. Utilities: garbage removal, water, sewer, hydro and heating fuels.

6.0 THE CITY'S RIGHTS

- 6.1 The City hereby reserves from the grant of licence to the Society under section 1.1 the right for the City, its agents, employees, and contractors to access any part of the Art Gallery upon reasonable notice, with or without tools and equipment, for purposes of inspection, maintenance, installation and for purposes of fulfilling the City's obligations under section 5.1, without compensation to the Society.
- 6.2 At any time that the Society does not perform its obligations under this Licence, the City may, but it is not required to, perform those obligations on the Society's behalf and at the Society's cost.

7.0 MUNICIPAL TAXES

- 7.1 The City will, subject to the authority provided by current legislation, exempt the Land from taxation for general municipal purposes, pursuant to the tax exemption provisions of the Community Charter.

8.0 SOCIETY'S PROPERTY

- 8.1 The Society agrees that it has sole responsibility for loss or damage to personal property of the Society or its members located on the Land from time to time.

9.0 INSURANCE

- 9.1 The City shall maintain the following insurance coverage with respect to the Art Gallery
- 9.1.1 Fire and comprehensive property damage insurance against all risks, against loss or damage to any personal property located on the Land or in the Art Gallery which insurance must be for replacement cost.
- 9.2 The Society shall:
- 9.2.1 Unless otherwise agreed in writing by the City, provide and maintain in force during the Term a Commercial General Liability Insurance policy or policies with a limit of not less than two million \$2,000,000 dollars inclusive per occurrence for Bodily Injury and Property Damage, and include in the policy or policies, but not necessarily be limited to the following coverage, including all premises and operations necessary or incidental to the performance of this Agreement: Blanket Contractual Liability, Products and Completed Operations, Tenants' Legal Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Liability, Contingent Employers' Liability, Breach of Conditions clause;

- 9.2.2 Have the City added as an additional insured;
 - 9.2.3 On every contract of insurance required to be maintained pursuant to the provisions of this Agreement include a provision requiring the insurer to give the City thirty (30) days prior written notice before making any material change in said insurance, or termination, or cancellation thereof;
 - 9.2.4 On the Commencement Date and thereafter immediately upon demand, deliver to the City a Certificate or Certificates of Insurance as evidence that such insurance is in force, including evidence of any insurance renewal policy or policies. Every Certificate or Certificates of Insurance shall include, Certification by the Insurer that the Certificate or Certificates of Insurance specifically conforms to all of the provisions required herein;
 - 9.2.5 Provide and maintain "All Risks" Property Insurance and Business Interruption Insurance with extended coverage endorsement upon its merchandise, stock-in-trade, furniture, fixtures and improvements to the full replacement value thereof to include earthquake, flood, vandalism etc.;
 - 9.2.6 Ensure that all insurance required to be maintained by the Society under this Agreement is:
 - i. underwritten by a responsible insurance company or companies licensed to do business in the province of British Columbia;
 - ii. primary and does not require the sharing of any loss by any insurer that insures the City; and
 - 9.2.7 Have the full responsibility to determine their own additional insurance coverage, if any, including Workers Compensation, that are necessary and advisable for its own protection and/or to fulfill its obligations under this contract. Any such additional insurance shall be provided and maintained by the Society at their own expense.
 - 9.2.8 Provide and maintain Motor Vehicle Insurance, including Bodily Injury and to provide a certificate confirming liability insurance in the amount of not less than \$2,000,000 with the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used by the *Operator* in providing services; and
 - 9.2.9 Agree to deliver a certified copy of any required certificate of insurance to the City within ten (10) days after demand therefore by the City.
- 9.3 The Society shall neither cancel nor approve any material change to the insurance policy(s) without having first received written approval of the City.

10.0 INSURANCE RECOVERIES

- 10.1 The parties agree that any recovery of insurance proceeds by the Society in respect of damage to or destruction of the Art Gallery and fixtures and contents installed by the Society shall be applied to replace or repair the same unless the Society and the City agree otherwise.

11.0 INDEMNIFICATION AND RELEASE

- 11.1 The Society will indemnify and save harmless the City and its elected and appointed officials, officers, employees, agents, successors against any and all liabilities, obligations, damages, penalties, claims, costs fines, suits, demands and causes of action to, by or on behalf of any person, group, firm or corporation arising from the occupation or use of the Building or the Land by the Society or its invitees, employees, agents, members or any other person or persons for whose acts the Society is liable in law, or from any breach of the Society of any covenant, term of provision of this Agreement by the Society or its members, servants or agents or that might arise during the occupancy of the Building and the Land by the Society under this Agreement; save and except where any such matter is the cause of an act by the City or anyone for whom the City is in law responsible. For certainty, the reference to the Society in the previous section also refers, where the context so allows, to its directors, officers, employees, agents, contractors, subcontractors and others for whom it is responsible in law. The indemnities contained in this Agreement will survive the expiration or earlier termination of the Term.
- 11.2 The Society releases the City from all claims and demands which the Society may at any time have against it or its elected officials, officers, employees, agents or others, in respect of any matter arising from or related to this Licence.

12.0 SOCIETY'S STANDING

- 12.1 The Society shall ensure that it complies with all legal requirements to maintain its standing as a Society under the Society Act.

13.0 SOCIETY NOTIFICATION OF CHANGE TO CONSTITUTION OR BYLAWS

- 13.1 The Society shall advise the City in writing of any material changes to its Constitution or Bylaws.

14.0 AMENDMENT OF AGREEMENT

- 14.1 This Agreement may only be amended by a subsequent written agreement signed by the parties.

15.0 ASSIGNMENT AND SUBLICENSING

- 15.1 The Society shall not assign the benefit of this Agreement in whole or in part without the prior written consent of the City and, except as specifically and expressly provided in this Agreement.

16.0 TERMINATION OF THE AGREEMENT

- 16.1 Either party may terminate this Agreement at any time by giving the other party six months advance notice of its intention to terminate, such notice to be given in writing on the last day of any month.
- 16.2 Upon breach by the Society of any term or condition of this Agreement, the City may give to the Society 30 day's notice to commence action to correct such breach to the satisfaction of the City. If such breach is not corrected within an agreed reasonable period, or if the Society fails to begin and diligently pursue steps to cure the breach to the reasonable satisfaction of the City within 30 days after notice of the breach is given by the City, the City may terminate the License and this Agreement by giving notice of termination to the Society. The License and this Agreement, except sections 11.1 and 11.2 terminate immediately on the giving of notice of termination by the City to the Society. The City may recover all fees, costs and damages due to the City under this Agreement by suit or otherwise.
- 16.3 The City may immediately terminate this Agreement if any of the following events arise:
- a) The Society makes an assignment for the benefit of creditors;
 - b) that the Society, for an unjustifiable reason fails to hold a general meeting of members for a consecutive period of eighteen (18) months or longer;
 - c) the Society becomes bankrupt or insolvent or takes the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors;
 - d) that any order is made for the winding up of the Society; or
 - e) the Society is struck off the Corporate Register by the Registrar for any just reason whatsoever.
 - f) The Society or the City terminates the Management and Operating Services Agreement.
- 16.4 The City may give to the Society 30 days notice to rectify the matter in question after which time, if the problem is not rectified to the satisfaction of the City, the License will be forfeited and void.
- 16.5 Waiver by the City of any breach of any term, covenant or condition of this Agreement by the Society must not be deemed to be a waiver of any subsequent default by the Society. Failure by the City to take any action in respect of any breach of any term, covenant or condition of this Agreement by the Society must not be deemed to be a waiver of such term, covenant or condition.
- 16.6 No reference to or exercise of any specific right or remedy by the City prejudices or precludes the City from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City is entitled to commence and maintain an action against the Society to collect any moneys not paid when due, without exercising the option to terminate this Agreement.

17.0 SURRENDER OF CONTROL OF THE ART GALLERY

17.1 The Society shall, at the expiration or earlier termination of the Agreement, unless the parties enter into a new agreement, peaceably surrender and yield the Art Gallery to the City in good and substantial repair in all aspects, reasonable wear and tear and damage by force majeure only accepted. The Society is not entitled to any compensation for any loss, including economic loss, or injurious affection or disturbance resulting in any way from the termination of the licence in this Agreement.

18.0 DEFAULT

18.1 Should the Society default in the observance or performance of any of the terms and conditions of this Agreement the City may, in addition to its right to terminate this Agreement pursuant to section 16.2 herein, pursue such other remedies as are provided to it in law.

19.0 STRICT PERFORMANCE

19.1 The failure of the City to insist upon strict performance of any covenant or condition contained in the Agreement or to exercise any right or option hereunder shall not be construed or operate as a waiver or relinquishment for the future of any such covenant, condition, right or option and no waiver shall be inferred from or implied by anything done or omitted by the City save only express written waiver in writing.

20.0 NOTICE

20.1 Any notice or instrument required to be given or made by this Agreement shall be in writing and either delivered in person, faxed or sent by registered mail to the other party at the address set out below, or at such other address as each party may designate by notice in writing to the other party:

City of Courtenay
830 Cliffe Avenue
Courtenay BC, V9N 2J7
Attention: Director of Recreation and Cultural Services

Any notice herein provided or permitted to be given by the City to the Society will be sufficiently given if delivered to the Society addressed to:

Comox Valley Art Gallery
580A Duncan Ave,
Courtenay, BC V9N 2M7
Attention: Executive Director

The address for notice may be changed by either party from time-to-time by providing written notice of such change as herein contained.

20.2 If any question arises as to when notice was given, it shall be deemed to have been received by the intended recipient on the earlier of the day it was received, or on the fifth day after it was mailed, faxed or otherwise given to the intended recipient.

21.0 GENERAL

- 21.1 Wherever the singular or masculine is used herein, the same shall include the feminine, plural and body corporate or politic where the context or the parties so require.
- 21.2 Headings are provided for convenience only and do not form part of the terms of this Agreement. Wherever the singular or masculine is used herein, the same shall include, the feminine, plural and body corporate or politic where the context or the parties so require.
- 21.3 If any section of this Agreement shall be found to be illegal or unenforceable, then such section shall be considered to be separate and severable from this Agreement and the remaining sections of this Agreement shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable section had never been included in this Agreement.
- 21.4 There are no promises or obligations by or on behalf of either party other than the express covenants and provisions contained in this Agreement upon which any rights against either party may be founded. This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all negotiations representations, documents, and previous agreements made by either party in respect to the management, operations and maintenance of the Art Gallery.
- 21.5 This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon the parties' respective successors and assigns.
- 21.6 Time shall be of the essence in this Agreement.
- 21.7 Each party hereto shall execute and deliver all such further assurances, documents and instruments and do all such further acts as may be reasonably required to carry out the full intent and meaning of this Agreement.
- 21.8 In the event that an agreement between the City Representative and the Society cannot be reached on matters involving the City's or the Society's interests, the Society or the City Representative may appeal the matter to the City Council. A decision of the Council will be final and be binding on all matters that require City consent or approval.
- 21.9 It is understood and agreed that the Society and all agents, servants and employees of the Society are not and shall not be deemed to be agents, servants or employees of the City.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the reference date above.

THE CORPORATION OF THE CITY OF COURTENAY by its authorized signatories:

THE COMOX VALLEY ART GALLERY by its authorized signatories:

Name: Larry Jangula, Mayor

Name: Jasmin Badrin, President

Date : _____, 2017.

Date : _____, 2017.

Name: John Ward, Director of Legislative Services

Name: Sharon Karsten, Executive Director

Date : _____, 2017.

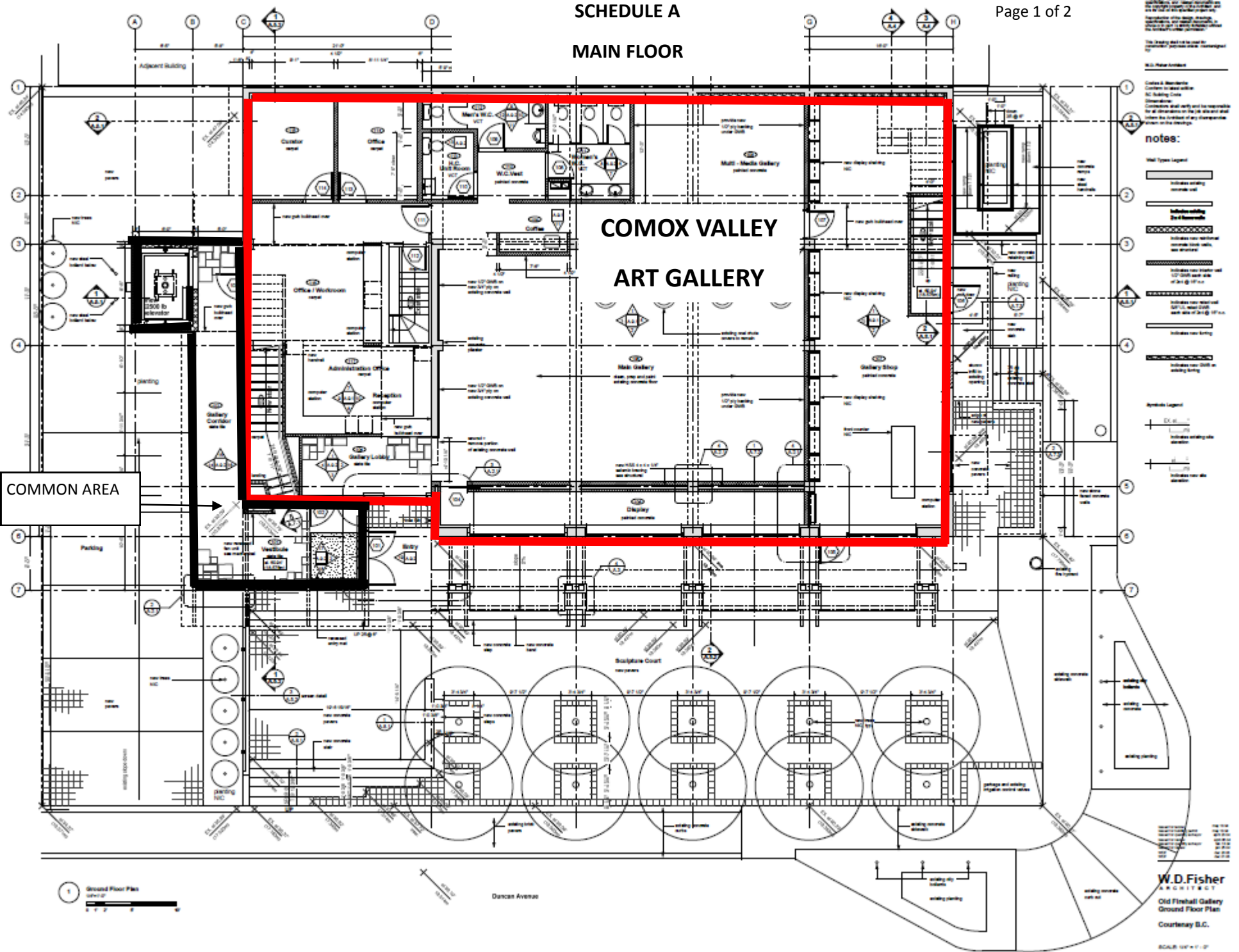
Date : _____, 2017

SCHEDULE A

MAIN FLOOR

COMOX VALLEY
ART GALLERY

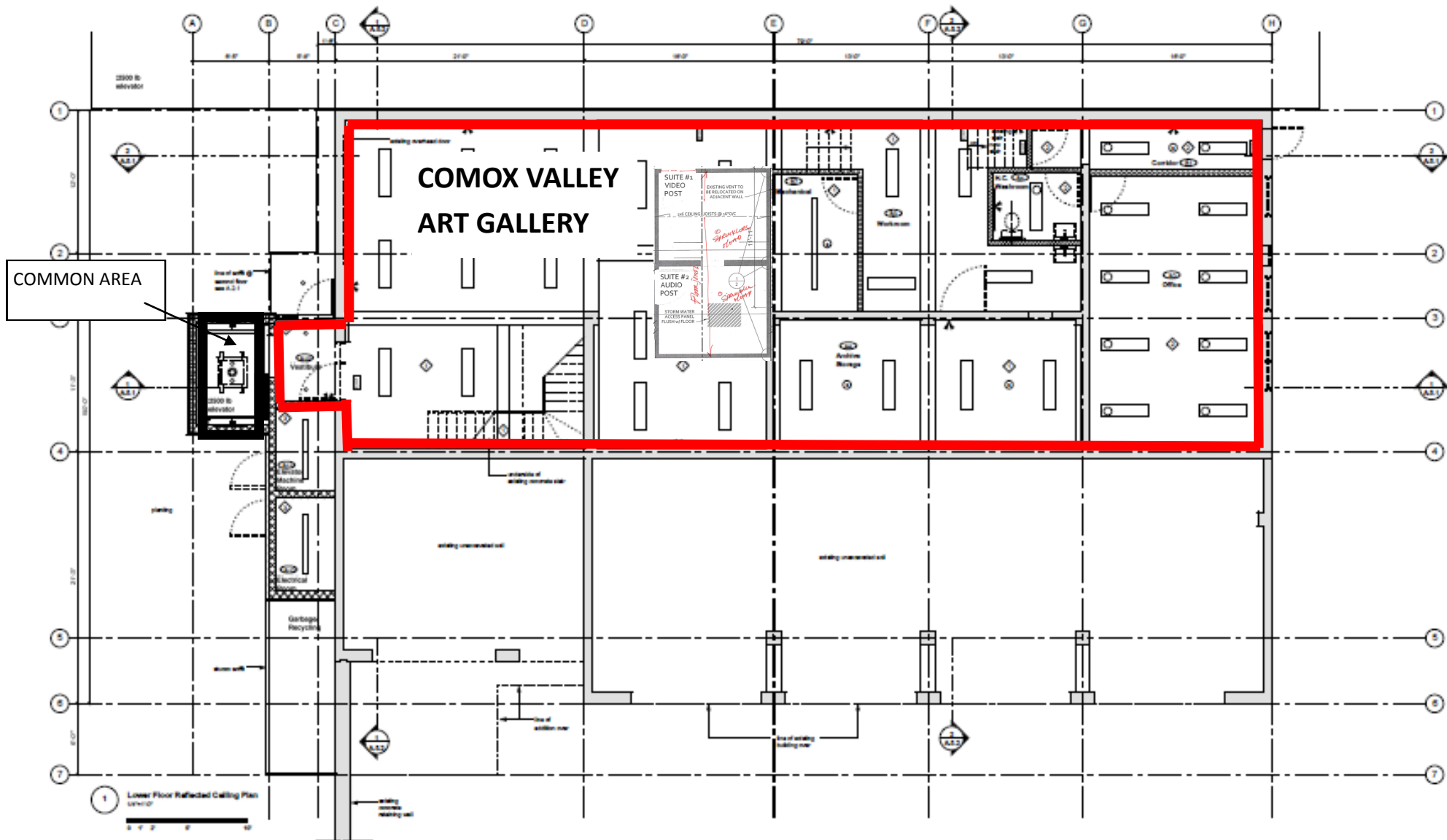
COMMON AREA



NOTES:
1. The Client and Contractor shall be responsible for all dimensions on the job site and shall verify the location of all components prior to the building.

- notes:
- Wall Types Legend:
- Indicates existing masonry wall
 - Indicates existing 2nd floor slab
 - Indicates new masonry wall with 100mm insulation
 - Indicates new masonry wall with 100mm insulation and 150mm concrete slab with 100mm insulation
 - Indicates new masonry wall with 150mm concrete slab with 100mm insulation
 - Indicates new masonry wall with 150mm concrete slab with 100mm insulation and 150mm concrete slab with 100mm insulation
 - Indicates new masonry wall with 150mm concrete slab with 100mm insulation and 150mm concrete slab with 100mm insulation
- Symbol Legend:
- Indicates existing wall
 - Indicates existing wall
 - Indicates existing wall

BASEMENT FLOOR



SCHEDULE B

MANAGEMENT AND OPERATING SERVICES AGREEMENT THE COMOX VALLEY ART GALLERY

WHEREAS:

- A. It is the goal of the Comox Valley Art Gallery Society (hereinafter called the "Society") to manage and operate the Comox Valley Art Gallery located on the main and basement floor of 580 Duncan Avenue Courtenay, British Columbia (hereinafter call the "Art Gallery") for community benefit.
- B. It is the City of Courtenay's (hereinafter referred to as the "City") objective to invest in key relationships and continue to engage and partner with service organizations for community benefit.
- C. The City and the Society wish to enter into this Management and Operating Agreement for the provision of exhibitions, programming, interpretational and celebratory activities to promote contemporary art awareness in the community.
- D. The City and the Society acknowledge that the Society will partner with other organizations to undertake fundraising for other activities, operations and special projects to meet the Society's mandate. The Society acknowledges that the City's granting of the management and operation fee (Section 4. a) is subject to the Society providing core deliverables as outlined in Section 3. of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. This Agreement shall commence on the 1st day of August 2017, and expires the 30th day of July, 2022 unless terminated or extended as herein provided.
2. During the term of this Agreement, the Society shall, subject to the conditions herein set forth, plan, deliver, supervise, and manage the Art Gallery as outlined in 3.a).
3. The Society, in the performance of its responsibilities for planning, delivering, supervising, and managing services agree to the following:
 - a) At the date of execution of this Agreement the Society shall provide a management synopsis outlining how the Society will be meeting the core deliverables in the provision of its services:
 - i. **Manage and operate a public art gallery.**
 - Collect admission and donation fees and retain the same to offset operating expenses of the Art Gallery;
 - Promote and publicize the use of the Art Gallery within the community;
 - Establish, collect and preserve the Art Gallery collection;

- Hire, supervise and provide, at its cost, staff or volunteers which will provide services sufficient to carry out the responsibilities set out in this Agreement to the successful operation of the Art Gallery.
- i. **Foster awareness, exploration, and development of contemporary art:**
 - Schedule exhibits which highlight local, regional or provincial, national and international artist.
 - Offer educational programming suitable for all age groups.
 - Partner with other local organizations to support visual arts awareness in the community.
 - Provide educational support to students looking to further post-secondary education in the field of visual arts.
 - ii. **Provide an inclusive and accessible Art Gallery.**
 - Operate an Art Gallery which is inclusive and accessible to members of the community despite physical or economic barriers.
- b) Over the term of the Agreement the parties will consider whether any additional core deliverables will be delivered under 3. a).
 - c) By October 1st, of each year of this Agreement the Society will provide the City with a detailed management report including a financial plan for the up-coming fiscal year in a form acceptable to the City covering each of the areas outlined in 3. a) for the next fiscal year. Upon written agreement to the management proposal by both parties, it shall form part of, and be deemed to be subject to, the terms and conditions of this Agreement.
 - d) By October 1st, of the subsequent year of the agreement a detailed summary outlining the following information:
 - Total number of visitors to the Art Gallery and total number of participants in the outreach programs, exhibitions and event attendance for the previous fiscal year.
 - Summary of the exhibits, programs and events the Art Gallery held.
 - Executive summary outlining how the Society met the key core deliverables outlined under 3.a).
 - e) The Society agrees that it will undertake fundraising projects and the proceeds of such projects will be directly related to the Society's responsibilities under this Agreement through operating, programming, staffing, maintenance and special projects associated with preservation and interpretation of the Art Gallery's collection and for the purpose of capital improvements or purchase of furnishings, fixtures, or equipment for the Art Gallery.

- f) Partner with the City in the Art Gallery capital improvement projects which activities may include: the participation in project scope development, assist in grant writing proposals, provide financial contributions to capital projects provided such projects are for the purpose directly related to the Society's core deliverables identified in 3 a).
- 4.
- a) The City will grant to the Society a management and operating fee of \$65,000 annually for providing Art Gallery management and operating services. The management and operating fee amount shall be subject to annual budget approval by City Council and maybe considered for amendment subject to City Council approval.
 - b) The management and operating fee shall be paid by the City within forty-five days of receipt of invoice from the Society, which invoices shall be submitted and paid separately due to BC Gaming Fund requirements according to the dates listed on the chart below and subject to the City's annual operating budget approved by City Council.

Date of Invoice	Management and Operating Fee (BC Gaming Funded)
April 1st	\$32,500
August 1st	\$32,500
TOTAL	\$65,000

- c) All revenue obtained from the management and operation of the Art Gallery will become the property of the Society. The Society covenants and agrees that all revenue must be used exclusively for Art Gallery operations.
 - d) Should there be a surplus in any year of operating revenues and the City contribution exceeding operation costs, the Society will be entitled to retain the surplus for Art Gallery operations and reserves. The Society must not incur a deficit in excess of accumulated surpluses.
5. The Society covenants and warrants with the City that:
- a) The Society is, and shall remain throughout the term of this Agreement, a valid and subsisting Society in good standing incorporated pursuant to the laws of the Province of British Columbia, and shall not change its corporate structure or status, without the prior written consent of the City;
 - b) Board members and staff people of the Society must be subject to the Society's "Conflict of Interest" policies. No Society board member or staff person may knowingly engage in any activity that, in the opinion of the City would constitute a conflict of interest, or potential conflict of interest between that board member or staff person and either the Society or the City;

- c) The Society will handle personal information provided by the City to the Society in accordance with the *Personal Information Protection Act* (the "Act") of *British Columbia*;
 - d) The Society shall maintain proper accounting records with respect to income and expenditures in accordance with generally accepted accounting principles and upon reasonable notice, shall allow representatives of the City reasonable access to its books and records during normal business hours;
 - e) The Society shall provide the City and present to Council an annual operating and capital budget and a five year financial plan for the management report as detailed in Section 3 above by October 1st in each year the Agreement is in effect, provided that the City is contributing resources towards the programs and activities;
 - f) The Society will prepare and deliver to the City a reviewed statement of expense and income with respect to all revenues from and expenses for the use and operation of the Art Gallery and Land as well as reviewed statement of all related assets and liabilities. The Society will cause such annual financial statements to be reviewed by its accountant and thereafter submitted to the City Representative for consideration no later than October 1st of each year for the most recent fiscal year;
 - g) Any funding to be provided by the City shall be subject to the approval of the City, shall be reviewed annually, and may be revoked or reduced by the City at any time in the event of program priority changes, budget, grant, or other funding constraints. The City shall act in good faith and make all reasonable efforts to provide advance warning of funding reductions to the Society;
 - h) The Society shall conduct each program and activity in an effective, efficient, safe and professional manner in accordance at all times;
 - i) Whenever appropriate, the Society shall publicly recognize the City of Courtenay as a major government funder for its contribution to the Society.
6. Notice, when and if required to be given to either party by this Agreement, shall be deemed effectively given and received if given in writing to the other party by registered mail or personal service addressed as follows:

CITY OF COURTENAY
ATTN: Director of Recreation and Cultural Services
830 Cliffe Avenue
Courtenay, BC
V9N 2J7

COMOX VALLEY ART GALLERY SOCIETY
ATTN: Executive Director
580A Duncan Avenue
Courtenay, B.C.
V9N 2M7

Either party may change its address for notice by providing notice to the other in accordance with this Agreement.

7. This Agreement may be terminated under the following circumstances:
- a) In the event that the Society fails to honour any of the provisions, covenants or warranties of the Agreement (including all Schedules) contemplated hereby or at any time in effect between the parties, the Society shall have thirty (30) working days to rectify the situation or the City may, at its option, terminate this Agreement by giving the defaulting party thirty (30) days written notice.
 - b) In the event the Society goes Bankrupt, is placed into receivership, takes advantage of any law for the protection of insolvent debtors, allows any judgement to be entered against it, or allows any of its assets to become the subject of seizure or distress; this Agreement shall immediately terminate.
 - c) In the event the Society ceases to occupy and operate an Art Gallery at the current location, this Agreement shall immediately terminate.
 - d) In the event this Agreement is terminated prior to the expiration of its term, the City shall be released of its obligations under this Agreement to further fund the Society. The Society shall, if required by the City, refund to the City such monies as may have been advanced by the City as are in excess of amounts contributed or otherwise irrevocably committed by the Society in respect of work plan being provided by the organization hereunder.
 - e) Either party may terminate this Agreement at any time by giving the other party six months advance notice of its intention to terminate, such notice to be given in writing on the last day of any month.

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

The Corporate Seal of the)
CITY OF COURTENAY)
was hereunto affixed in)
the presence of:)

_____)
Larry Jangula, Mayor)

_____)
John Ward, Director of Legislative Services)

THE COMOX VALLEY ART GALLERY SOCIETY)
In the presence of:)

_____)
Jasmin Badrin, President)

_____)
Sharen Karsten, Executive Director)



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 2240-20 SWTS

From: Deputy Chief Administrative Officer

Date: July 17, 2017

Subject: Sid Williams Theatre Society License to Occupy and Management and Operating Agreement

PURPOSE:

The purpose of the report is to approve an agreement that outlines the terms and conditions which the Sid Williams Theatre Society (the Society) will continue to manage and operate the Sid Williams Theatre Centre (the Theatre) on behalf of the City.

CAO RECOMMENDATIONS:

That based on the July 17, 2017 staff report, "Sid Williams Theatre Society and License to Occupy and Management and Operating Agreement", Council approve Option 1 and subsequent to publication of notice under section 24 and 26 of the *Community Charter*, authorize the Mayor and the Director of Legislative Services to execute the attached License to Occupy and Management and Operating Agreement between the City and the Sid Williams Theatre Society.

Respectfully submitted,

John Ward, CMC
Deputy Chief Administrative Officer

BACKGROUND:

The Theatre has been a long standing cultural establishment since it opened originally under private ownership as what was known as a "state-of-the-art" movie theatre in 1935. Backed by significant community support, the building was purchased by the City in the late 1960's after years of being vacant. The City renovated the Theatre and the facility was reopened in 1971. Over the years, the City has upgraded the building to meet the community's need for a professional performance art facility which also plays an import role in servicing local community performance art groups.

The Society has been one of the City's cultural partners since 2000 when the Society was formally established. The Society has been providing the management and operation of the Theatre through a licence to occupy which is currently in effect on a month-to-month basis.

DISCUSSION:

After review of the existing agreement and consultation with the Society, City staff has formulated a new License to Occupy (LTO) and attached Management and Operating Agreement (MOA) to replace the old agreement. Mirroring the process the City staff followed with the Museum agreement, the new agreement identifies key core deliverables which will confirm the Society is meeting its contractual performance obligations through the submission of a management plan and theatre usage statistics, both on annual basis. In addition, the Society will provide its annual and five year financial plan to demonstrate its ability to provide sustainable services on behalf of the City.

The term of the new agreement would be for five years with four options to renew, each for a term of five years and the fee for the Licence to Occupy will be \$1 per annum.

FINANCIAL IMPLICATIONS:

The City contributes to the Society \$296,600 annually in management and operating fees to the Society which has been included in the 2017 operating budget and subject to Councils annual approval thereafter. This is comprised of a management fee of \$181,600, a gaming grant of \$105,000, reimbursement of financial statement review fees in the amount of \$6,000 and reimbursement of custodial supplies in the amount of \$4,000. The management agreement identifies a 2% annual inflationary increase in the management fee as has been the practice over the last 3 years.

According to the December 31, 2016 YTD unaudited general operating financial report dated May 3, 2017, the City spent \$99,515 towards Theatre building maintenance. A budget of \$111,100 has been included in the 2017 operating budget to cover this year's anticipated expenses.

ADMINISTRATIVE IMPLICATIONS:

There will be minimal implications to the use of staff time. The agreement will be administered by the Recreation and Cultural Services Department.

ASSET MANAGEMENT IMPLICATIONS:

The building is currently on the City's building asset registry and its condition is currently being assessed as part of the Asset Management Process.

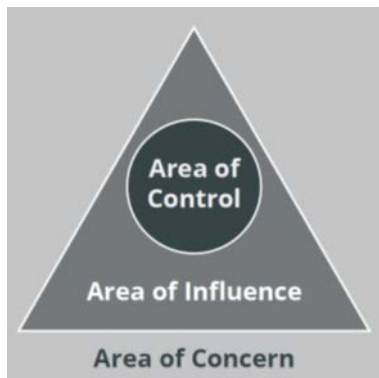
The License to Occupy and Management and Operating Agreement together clarify the level of service offered via the asset and will assist in the formulation of the Asset Management Plan.

STRATEGIC PLAN & PRIORITIES REFERENCE:

We will continue to engage and partner with service organizations for community benefit.

We invest in our key relationships

- We value and recognize the importance of our volunteers
- We will continue to engage and partner with service organizations for community benefit



- **Area of Control**
The policy, works and programming matters that fall within Council’s jurisdictional authority to act.
- ▲ **Area of Influence**
Matters that fall within shared or agreed jurisdiction between Council and another government or party.
- **Area of Concern**
Matters of interest outside Council’s jurisdictional authority to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

Not referenced.

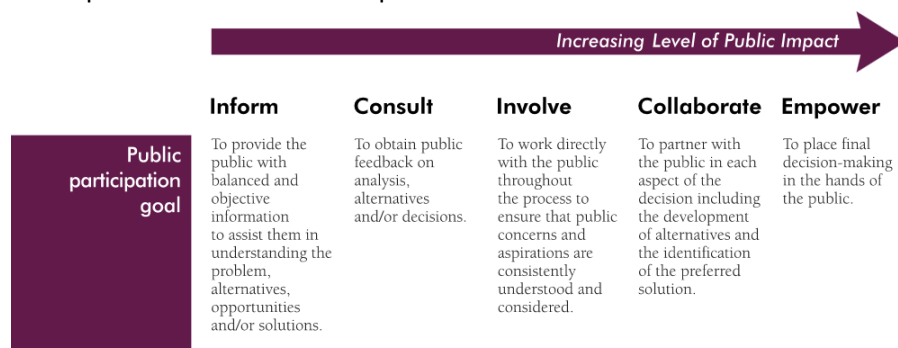
REGIONAL GROWTH STRATEGY REFERENCE:

Not applicable.

CITIZEN/PUBLIC ENGAGEMENT:

Publication of intention to provide certain kinds of assistance under Section 24 (disposing of land or improvements, or any interest or right in or with respect to them, for less than market value) of the *Community Charter* and notice of property disposition under Section 26 of the *Community Charter* will be carried out subsequent to Council approval.

The City **consulted** with the Sid Williams Theatre Society as a partnering organizations as identified in the IAP2 Spectrum of Public Participation:



OPTIONS:

OPTION 1: That subsequent to publication of notice under section 24 and 26 of the *Community Charter*, Council authorize the Mayor and the Director of Legislative Services to execute the attached License to Occupy and Management and Operating Agreement between the City and the Sid Williams Theatre Society.

OPTION 2: That Council identify any concerns or questions and refer the matter back to staff for further consideration.

Prepared by:

A handwritten signature in black ink, appearing to read 'D Snider', with a stylized flourish at the end.

Dave Snider MBCSLA
Director of Recreation and Cultural Services

Attachment: Sid Williams Theatre Society License to Occupy and Management and Operating Agreement

LICENCE TO OCCUPY

This Agreement is dated for reference August 1, 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY, a municipal corporation incorporated under the *Community Charter* and having an address of 830 Cliffe Avenue, Courtenay B.C. V9N 2J7

(the "City")

AND:

THE SID WILLIAMS THEATRE SOCIETY (Inc. No. S-41522), a Society duly incorporated under the laws of the Province of British Columbia with a mailing address of 442 Cliffe Avenue, Courtenay, B.C. V9N 2J2

(the "Society")

WHEREAS:

A. The City is the owner in fee simple of those properties located in the City of Courtenay and legally described as:

PID: 006-240-224: Lot 2, Section 61, Comox District, Plan 3189
PID: 006-240-151: Lot 1, Section 61, Comox District, Plan 3189
PID: 009-159-029: Lot 55, Section 61, Comox District, Plan 311
PID: 009-159-070: Lot 58, Section 61, Comox District, Plan 311
PID: 009-159-142: Lot 59, Section 61, Comox District, Plan 311
PID: 009-159-169: Lot 60, Section 61, Comox District, Plan 311
PID: 009-159-185: Lot 61, Section 61, Comox District, Plan 311
PID: 009-159-207: Lot 62, Section 61, Comox District, Plan 311

(collectively, "**Land**") on which the building known as The Sid Williams Theatre (the "**Theatre**") has been constructed on the Lands, and is owned by the City.

B. The Society wishes to manage and operate the Theatre on the Land under terms and conditions of this agreement, and the City wishes to grant to the Society an exclusive Licence to occupy and operate the Theatre on the Land under the terms of this Agreement.

NOW THEREFORE in consideration of foregoing and the mutual covenants and agreements set out in this Agreement, THE CITY AND THE SOCIETY AGREE THAT:

1.0 LICENCE TO OCCUPY

1.1 Licence to Occupy

The City hereby grants to the Society the Licence to occupy the Land and Theatre subject to all of the terms and conditions including earlier termination as set out in this Agreement for the purpose of operating and managing the Theatre and inviting members of the general public to enter and enjoy the Theatre (the "Licence").

1.2 Licence Fee

Subject to the terms of this Agreement, and in consideration of the payment of a Licence fee in the sum of ONE DOLLAR (\$1.00) each term, the receipt and sufficiency of which is hereby acknowledged, the City hereby grants to the Society an exclusive right by way of Licence to occupy and to use the Theatre for the purpose of operating a public Theatre.

2.0 TERM AND NEW AGREEMENT

- 2.1 The parties agree the term (the "**Term**") of this Agreement shall be five (5) years less a day, commencing on August 1, 2017 and terminating on July 30, 2022. The parties agree that no later than six (6) months prior to the termination date of this Agreement, they shall review the terms of this Agreement and decide if they will enter into a new Agreement on the same terms or on other terms to which the parties may agree.
- 2.2 Should the Society wish to continue to manage, operate and occupy the Theatre, the Term of this Agreement may be extended, for four (4) additional five (5) year terms less a day. If the parties wish to renew this Agreement, the City and Society must mutually agree in writing no later than six (6) months before the end of the Term under the same terms and conditions as outlined in this agreement unless mutually amended in writing.
- 2.3 The Society's use and occupancy of the Theatre during any period following the expiry of the Term shall be subject to all terms and conditions of this Agreement.

3.0 SOCIETY'S RESPONSIBILITY AND EXPENSES

- 3.1 The Society shall at its own expense:
 - a) Obtain all Licences required by statutory authority in connection with this Agreement and the Management and Operating Services Agreement (Schedule A);
 - b) Operate and maintain the Theatre in a good state of repair and cleanliness;
 - c) Promote and publicize the use of the Theatre within the community;
 - d) Program and book events within the Theatre;
 - e) Collect admission fees Collect rental revenue and retain same to offset operating expenses of the Theatre;
 - f) Set up and operate a Theatre ticket sale office;
 - g) Hire, supervise and provide, at its cost, staff or volunteers which will provide services sufficient to carry out the responsibilities set out in this Agreement to the successful operation of the Theatre;

- h) Assume the operating and maintenance cost of the Theatre which will include: cable, telephone, internet, window cleaning exterior and interior, janitorial service, lamp and tube replacement, interior security, event security, theatre operation liability and event liability and contents insurance, operations related remodeling or upgrades, light and sound equipment repair and maintenance, and cost and maintenance of all equipment and furnishings related to the operation of the Theatre which will include computers, furniture, fixtures, telephone and any equipment not attached to the structure of the building, and other maintenance which is considered routine maintenance and is due to the standard and expected wear and tear associated with operation of a public facility;
- i) The Society agrees that it will undertake fundraising projects and that the proceeds of such projects will be used solely for the operational and maintenance costs of the Theatre or for the purchase of furnishings, fixtures and equipment for the Theatre;
- j) The Society will designate one of its staff members to act as the Society representative to deal on its behalf with the affairs of the Society in relation to the operation and management of the Theatre (the "Society Representative") as identified in Section 20.1.
- k) Subject to section 4.0, the Society will make such rules and regulations as are required to provide for the proper operation and governance of the Theatre provided that such rules and regulations are consistent with:
 - i. the bylaws of the Society;
 - ii. the provisions, terms and conditions of this Agreement; and
 - iii. all applicable Federal and Provincial laws and City bylaws, regulations and policies.

The Society will comply with its constitution and bylaws at all times, and must notify the City whenever a material change in the Society's constitution or bylaws occurs.

- 3.2 Should the Society's use and occupancy of the Land and Theatre as permitted in section 3.1 change, such changes shall be prohibited, except as may permitted in writing by the City, from time to time.

4.0 ACCESS AND USE

- 4.1 Access to and use of the Theatre by members of the Society and by the general public must be in accordance with policies developed by the Society for the operation of the Theatre above, as approved by the City Representative as identified in Section 20.1 having regard to relevant guidelines contained in applicable City documents.
- 4.2 The Society may not, except as required by section 3.1 or with prior written approval of the City:
 - a. Replace, improve, alter, renovate, or add to the Land or the Theatre;
 - b. Construct or place any Theatre, structure or other fixtures or improvement on the Land;
 - c. Alter the grade or surface of the Land;
 - d. Trim, cut, remove, or in any way alter or damage trees on the Land;
 - e. Use the Land or Theatre for any use or activity that exposes the City to liability toward any person in the opinion of the City's insurer; or
 - f. Do anything on in respect of the Land which could detrimentally affect use of the Land by the City after the Term.

- 4.3 Without limiting the generality of the foregoing, the Society must not release or introduce any pollution, contamination, waste, toxic waste, or toxic substance into or onto the Land or the environment, or commit or permit any nuisance or waste to be committed or exist on or from the Land.
- 4.4 The Society must not use the Land or Theatre in any manner that causes a nuisance to the owners or occupiers of neighboring lands, and without limiting the foregoing, must ensure that traffic to and from the Lands, for special events or otherwise, does not cause a nuisance to those owners or occupiers.
- 4.5 The Society must reimburse the City for any damage or loss which occurs to the Land in connection with its use under this Agreement. For certainty, in this section damage or loss is defined as a change in the condition of the Land which would require repair or remediation as required by the authority having jurisdiction which includes but shall not be limited to damage or loss to land improvements, grading or environmental remediation. The City may repair any damage or loss so that the Land is in the condition in which it existed immediately before the damage or loss occurred, at the expense of the Society. The expense incurred by the City in making any repair, plus an amount equal to 15% on account of overhead incurred by the City, is a debt due and owing by the Society to the City and is payable by the Society within 15 days after delivery of an invoice by the City.
- 4.6 The Society must carry on and conduct its activities on the Land and in, on and from the Theatre in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force and obtain all required approvals and permits thereunder and not to do or omit to do anything in, on or from the Theatre or on or from the Land in contravention thereof. The Society must comply with all applicable laws and requirements in respect of its employees, including income tax, pension, insurance requirements and Workers' Compensation requirements.
- 4.7 The Society shall not make or allow to be made any alterations to the structure, mechanical service systems, or layout of the fire exiting of the Theatre and its surrounding grounds without the prior written consent of the City. Any alterations to which the City gives its consent shall be at the expense of the Society.
- 4.8 Any alterations or repairs carried out to the Theatre or Land must be done by City staff unless prior expressed written approval of the City is given with the exception of minor repairs as identified in section 3.0 and not involving structural or equipment changes may be performed by Theatre staff. The City may inspect the Theatre or Land at any time to ascertain its state of repair or operation and to ascertain whether the terms and conditions of this Licence are being observed.
- 4.9 The Society must promptly pay for all work and materials supplies at its order or request to the Theatre and the Land and it must comply with all builder's lien legislation. If any lien is filed or the City should be subject to the payment of any claim by an unpaid worker or supplier, the Society must discharge the lien or otherwise take all steps required by the City to protect the City's interests.

5.0 CITY'S RESPONSIBILITY AND EXPENSES

5.1 The City shall, at its own expense, subject to annual budget approval:

5.1.1 Provide extraordinary maintenance of the Theatre, including:

- i. Window replacement and repair;
- ii. Replacement of major heating, ventilation and cooling equipment;
- iii. Roof and drain repairs;
- iv. Plumbing;
- v. Building Envelope repair and maintenance;
- vi. Parking lot maintenance including snow removal and line painting;
- vii. Structural repairs and maintenance;
- viii. Electrical repairs and maintenance;
- ix. Other maintenance which is not considered routine maintenance and is not due to the standard and expected wear and tear associated with operation of a public facility.

5.1.2 Provide landscape maintenance on the Lands;

5.1.3 Provide maintenance and repair of the Theatre's fire suppression systems;

5.1.4 Provide water and sewage service to the Theatre;

5.1.5 Provide maintenance and repair of the elevator and stage lift;

5.1.6 Preventative servicing and minor repairs of the major heating, ventilation, and cooling equipment;

5.1.7 Provide Theatre building insurance against perils and under the terms and conditions that the City insures other similar types of buildings owned by the City;

5.1.8 Exterior security patrols; and

5.1.9 Utilities: water, garbage and sewage, hydro and heating fuels.

6.0 THE CITY'S RIGHTS

6.1 The City hereby reserves from the grant of Licence to the Society under section 1.1 the right for the City, its agents, employees, and contractors to access any part of the Theatre upon reasonable notice, with or without tools and equipment, for purposes of inspection, maintenance, installation and for purposes of fulfilling the City's obligations under section 5.1, without compensation to the Society.

6.2 At any time that the Society does not perform its obligations under this Licence, the City may, but it is not required to, perform those obligations on the Society's behalf and at the Society's cost.

7.0 MUNICIPAL TAXES

7.1 The City will, subject to the authority provided by current legislation, exempt the Land from taxation for general municipal purposes, pursuant to the tax exemption provisions of the Community Charter.

8.0 SOCIETY'S PROPERTY

8.1 The Society agrees that it has sole responsibility for loss or damage to personal property of the Society or its members located on the Land from time to time.

8.2 The Society agrees that all fixtures purchased by the Society and permanently affixed to the Theatre will become the property of the City upon their affixation. The City will allow the Society to have exclusive use of all such fixtures, as long as the Society remains in occupation of the Theatre. The Society agrees that the replacement, sale or disposal of Theatre fixtures may only be undertaken with the approval of the City.

8.3 The Society may retain ownership of any equipment or apparatus not permanently affixed to the theatre building if such equipment or apparatus is purchased with the Society's own funds or funds donated to the Society by external parties. The Society agrees that the removal from the theatre, sale, or disposal of any such equipment or apparatus, except for minor purchases not critical to the operation of the theatre, may only be undertaken with the express approval of the City.

8.4 The Society may from time to time purchase equipment or apparatus not permanently affixed to the theatre building using funds provided by the City in conjunction with funds obtained via other grants and donations; in such cases, Society versus City ownership or co-ownership of such equipment or apparatus will be determined on a case by case basis under a separate agreement. Notwithstanding the forgoing, any equipment or apparatus purchased with funds held by the City in trust shall be owned by the City. The Society agrees that the removal from the theatre, sale, or disposal of such equipment or apparatus, except for minor purchases not critical to the operation of the theatre, may only be undertaken with the express approval of the City.

8.5 Ownership of such equipment or apparatus deemed as owned by the Society under 8.3 and 8.4 will remain with the Society until such time as dissolution of the Society occurs, at which time the ownership of such equipment or apparatus would be vested with the City with exception of items held on loan from other agencies.

9.0 INSURANCE

9.1 The City shall maintain the following insurance coverage with respect to the Theatre

9.1.1 Fire and comprehensive property damage insurance against all risks, against loss or damage to any personal property located on the Land or in the Theatre which insurance must be for replacement cost.

9.2 The Society shall:

9.2.1 Unless otherwise agreed in writing by the City, provide and maintain in force during the Term a Commercial General Liability Insurance policy or policies with a limit of not less than two million \$2,000,000 dollars inclusive per occurrence for Bodily Injury and Property Damage, and include in the policy or policies, but not necessarily be limited to the following coverage, including all premises and operations necessary or incidental to the performance of this Agreement: Blanket Contractual Liability, Products and Completed Operations, Tenants' Legal Liability, Non-Owned Automobile Liability, Host Liquor Liability, Owner's and Contractor's Protective Liability, Contingent Employers' Liability, Breach of Conditions clause;

9.2.2 Have the City added as an additional insured;

9.2.3 On every contract of insurance required to be maintained pursuant to the provisions of this Agreement include a provision requiring the insurer to give the City thirty (30) days prior written notice before making any material change in said insurance, or termination, or cancellation thereof;

9.2.4 On the Commencement Date and thereafter immediately upon demand, deliver to the City a Certificate or Certificates of Insurance as evidence that such insurance is in force, including evidence of any insurance renewal policy or policies. Every Certificate or Certificates of Insurance shall include, Certification by the Insurer that the Certificate or Certificates of Insurance specifically conforms to all of the provisions required herein;

9.2.5 Provide and maintain "All Risks" Property Insurance and Business Interruption Insurance with extended coverage endorsement upon its merchandise, stock-in-trade, furniture, fixtures and improvements to the full replacement value thereof to include earthquake, flood, vandalism etc.;

9.2.6 Ensure that all insurance required to be maintained by the Society under this Agreement is:

- i. underwritten by a responsible insurance company or companies Licenced to do business in the province of British Columbia;
- ii. primary and does not require the sharing of any loss by any insurer that insures the City; and

- 9.2.7 Have the full responsibility to determine their own additional insurance coverage, if any, including Workers Compensation, that are necessary and advisable for its own protection and/or to fulfill its obligations under this contract. Any such additional insurance shall be provided and maintained by the Society at their own expense.
 - 9.2.8 Provide and maintain Motor Vehicle Insurance, including Bodily Injury and to provide a certificate confirming liability insurance in the amount of not less than \$2,000,000 with the Insurance Corporation of British Columbia on any Licenced motor vehicles of any kind used by the *Operator* in providing services; and
 - 9.2.9 Agree to deliver a certified copy of any required certificate of insurance to the City within ten (10) days after demand therefore by the City.
- 9.3 The Society shall neither cancel nor approve any material change to the insurance policy(s) without having first received written approval of the City.
- 9.5 The Society shall require comprehensive general liability insurance from applicants requesting the use of the Theatre for a major event. A major event would include all activities where:
- 9.5.1 alcohol is to be served; or
 - 9.5.2 the number of participants is anticipated to exceed seventy-five (75) persons;
 - 9.5.3 the activity is considered by the Society or the City to be high risk in nature.
- 9.6 The minimum Liability Insurance requirements are:
- 9.6.1 Comprehensive General Liability policy of not less than \$2,000,000 including Public Liability and Property Damage;
 - 9.6.2 The City of Courtenay is named as an additional insured;
 - 9.6.3 Cross Liability clause;
 - 9.6.4 Confirmation that the required insurance is currently in force must be submitted to the Society staff a minimum of 2 weeks prior to the event taking place.

10.0 INSURANCE RECOVERIES

- 10.1 The parties agree that any recovery of insurance proceeds by the Society in respect of damage to or destruction of the Theatre and fixtures and contents installed by the Society shall be applied to replace or repair the same unless the Society and the City agree otherwise.

11.0 INDEMNIFICATION AND RELEASE

- 11.1 The Society will indemnify and save harmless the City and its elected and appointed officials, officers, employees, agents, successors against any and all liabilities, obligations, damages, penalties, claims, costs fines, suits, demands and causes of action to, by or on behalf of any person, group, firm or corporation arising from the occupation or use of the Theatre or the Land by the Society or its invitees, employees, agents, members or any other person or persons for whose acts the Society is liable in law, or from any breach of the Society of any covenant, term of provision of this Agreement by the Society or its members, servants or agents or that might arise during the occupancy of the Theatre and the Land by the Society under this Agreement; save and except where any such matter is the cause of an act by the City or anyone for whom the City is in law responsible. The indemnities contained in this Agreement will survive the expiration or earlier termination of the Term.
- 11.2 The Society releases the City from all claims and demands which the Society may at any time have against it or its elected officials, officers, employees, agents or others, in respect of any matter arising from or related to this Licence.

12.0 SOCIETY'S STANDING

- 12.1 The Society shall ensure that it complies with all legal requirements to maintain its standing as a Society under the Society Act.

13.0 SOCIETY NOTIFICATION OF CHANGE TO CONSTITUTION OR BYLAWS

- 13.1 The Society shall advise the City in writing of any material changes to its Constitution or Bylaws.

14.0 AMENDMENT OF AGREEMENT

- 14.1 This Agreement may only be amended by a subsequent written agreement signed by the parties.

15.0 ASSIGNMENT AND SUBLICENSING

- 15.1 The Society shall not assign the benefit of this Agreement in whole or in part without the prior written consent of the City and, except as specifically and expressly provided in this Agreement.

16.0 TERMINATION OF THE AGREEMENT

- 16.1 Either party may terminate this Agreement at any time by giving the other party six months advance notice of its intention to terminate, such notice to be given in writing on the last day of any month.

- 16.2 Upon breach by the Society of any term or condition of this Agreement, the City may give to the Society 30 days notice to commence action to correct such breach to the satisfaction of the City. If such breach is not corrected within an agreed reasonable period, or if the Society fails to begin and diligently pursue steps to cure the breach to the reasonable satisfaction of the City within 30 days after notice of the breach is given by the City, the City may terminate the Licence and this Agreement by giving notice of termination to the Society. The Licence and this Agreement, except sections 11.1 and 11.2 terminate immediately on the giving of notice of termination by the City to the Society. The City may recover all fees, costs and damages due to the City under this Agreement by suit or otherwise.
- 16.3 The City may immediately terminate this Agreement if any of the following events arise:
- a) the Society makes an assignment for the benefit of creditors;
 - b) the Society fails to follow constitution and bylaws)
 - c) the Society becomes bankrupt or insolvent or takes the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors;
 - d) that any order is made for the winding up of the Society; or
 - e) the Society is struck off the Corporate Register by the Registrar for any just reason whatsoever.
 - f) The Society or the City terminates the Management and Operating Services Agreement.
- 16.4 The City may give to the Society thirty (30) days notice to rectify the matter in question after which time, if the problem is not rectified to the satisfaction of the City, the Licence will be forfeited and void.
- 16.5 Waiver by the City of any breach of any term, covenant or condition of this Agreement by the Society must not be deemed to be a waiver of any subsequent default by the Society. Failure by the City to take any action in respect of any breach of any term, covenant or condition of this Agreement by the Society must not be deemed to be a waiver of such term, covenant or condition.
- 16.6 No reference to or exercise of any specific right or remedy by the City prejudices or precludes the City from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City is entitled to commence and maintain an action against the Society to collect any moneys not paid when due, without exercising the option to terminate this Agreement.

17.0 SURRENDER OF CONTROL OF THEATRE

- 17.1 The Society shall, at the expiration or earlier termination of the Agreement, unless the parties enter into a new agreement, peaceably surrender and yield the Theatre to the City in good and substantial repair in all aspects, reasonable wear and tear and damage by force majeure only accepted. The Society is not entitled to any compensation for any loss, including economic loss, or injurious affection or disturbance resulting in any way from the termination of the Licence in this Agreement.

18.0 DEFAULT

- 18.1 Should the Society default in the observance or performance of any of the terms and conditions of this Agreement the City may, in addition to its right to terminate this Agreement pursuant to section 16.2 herein, pursue such other remedies as are provided to it in law.

19.0 STRICT PERFORMANCE

- 19.1 The failure of the City to insist upon strict performance of any covenant or condition contained in the Agreement or to exercise any right or option hereunder shall not be construed or operate as a waiver or relinquishment for the future of any such covenant, condition, right or option and no waiver shall be inferred from or implied by anything done or omitted by the City save only express written waiver in writing.

20.0 NOTICE

- 20.1 Any notice or instrument required to be given or made by this Agreement shall be in writing and either delivered in person, faxed or sent by registered mail to the other party at the address set out below, or at such other address as each party may designate by notice in writing to the other party:

City of Courtenay
830 Cliffe Avenue
Courtenay BC, V9N 2J7
City Representative: Director of Recreation and Cultural Services

Any notice herein provided or permitted to be given by the City to the Society will be sufficiently given if delivered to the Society addressed to:

Sid Williams Theatre Society
442 Cliffe Ave
Courtenay, BC V9N 2J2
Society Representative: General Manager

The address for notice may be changed by either party from time-to-time by providing written notice of such change as herein contained.

- 20.2 If any question arises as to when notice was given, it shall be deemed to have been received by the intended recipient on the earlier of the day it was received, or on the fifth day after it was mailed, faxed or otherwise given to the intended recipient.

21.0 GENERAL

- 21.1 Wherever the singular or masculine is used herein, the same shall include the feminine, plural and body corporate or politic where the context or the parties so require.
- 21.2 Headings are provided for convenience only and do not form part of the terms of this Agreement. Wherever the singular or masculine is used herein, the same shall include, the feminine, plural and body corporate or politic where the context or the parties so require.

- 21.3 If any section of this Agreement shall be found to be illegal or unenforceable, then such section shall be considered to be separate and severable from this Agreement and the remaining sections of this Agreement shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable section had never been included in this Agreement.
- 21.4 There are no promises or obligations by or on behalf of either party other than the express covenants and provisions contained in this Agreement upon which any rights against either party may be founded. This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all negotiations representations, documents, and previous agreements made by either party in respect to the management, operations and maintenance of the Theatre.
- 21.5 This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon the parties' respective successors and assigns.
- 21.6 Time shall be of the essence in this Agreement.
- 21.7 Each party hereto shall execute and deliver all such further assurances, documents and instruments and do all such further acts as may be reasonably required to carry out the full intent and meaning of this Agreement.
- 21.8 In the event that an agreement between the City Representative and the Society cannot be reached on matters involving the City's or the Society's interests, the Society or the City Representative may appeal the matter to the City Council. A decision of the Council will be final and be binding on all matters that require City consent or approval.
- 21.9 It is understood and agreed that the Society and all agents, servants and employees of the Society are not and shall not be deemed to be agents, servants or employees of the City.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the reference date above.

CORPORATION OF THE CITY OF COURTENAY by its authorized signatories:

SID WILLIAMS THEATRE SOCIETY by its authorized signatories:

Name: Larry Jangula, Mayor

Name: Darryl Calnan, President

Date : _____, 2017.

Date : _____, 2017.

Name: John Ward, Director of Legislative Services

Name: Heather McFetridge, Director

Date : _____, 2017.

Date : _____, 2017.

Schedule A

MANAGEMENT AND OPERATING SERVICES AGREEMENT SID WILLIAMS THEATRE SOCIETY

WHEREAS:

- A. It is the goal of the Sid William's Theatre Society (hereinafter called the "Society") to manage and operate the Sid Williams Theatre located at 442 Cliffe Avenue Courtenay, British Columbia (hereinafter call the "Theatre") for community benefit.
- B. It is the City of Courtenay's (hereinafter referred to as the "City") objective to invest in key relationships and continue to engage and partner with service organizations for community benefit.
- C. The City and the Society wish to enter into this Management and Operating Agreement for the provision of a professional performance facility for community groups, commercial events to promote artistic, cultural and recreation activities in the community.

NOW THEREFORE, the parties agree as follows:

1. This Agreement shall commence on the 1st day of August, 2017, and expires the 30th day of July, 2022 unless terminated or extended as herein provided.
2. During the term of this Agreement, the Society shall, subject to the conditions herein set forth, plan, deliver, supervise, and manage the Theatre as outlined in 3.a).
3. The Society, in the performance of its responsibilities for planning, delivering, supervising, and managing services agree to the following:
 - a) At the date of execution of this Agreement the Society shall provide a management plan outlining how the Society will be meeting the core deliverables in the provision of its services:
 - i. Support arts in culture in the community:**
 - Manage a professional theatre to house professional and commercial rental groups.
 - Provide subsidized rental rates to qualified non-for profit community renters
 - Provide financial and educational support to students looking to further post-secondary education in the performing arts.
 - Partner with other local organizations to support arts and culture in the community.

- ii. **Provide an inclusive and accessible theatre experience.**
 - Operate a theatre which is inclusive and accessible to members of the community despite physical or economic barriers.
 - iii. **Support diverse events and programs:**
 - Schedule and promotion of a wide range of theatrical experiences of performers both local and global to attract audiences of all age groups and interests.
 - iv. **Fundraise and apply for grants:**
 - Undertake fundraising projects and that the proceeds of such projects will be used solely for the operational and maintenance costs of the Theatre or be used to make capital improvements to the Theatre or for the purchase of equipment for the Theatre.
 - v. **Manage and schedule the Theatre and Civic Square Plaza Bookings.**
 - Manage and schedule the rental and booking of theatre space and coordinate the receipt of all required risk management and technical requirements for said rentals and bookings.
- b) Over the term of the Agreement the parties will consider whether any additional core deliverables will be delivered under 3. a).
- c) By October 1st, of each year of this Agreement the Society will provide the City with a detailed management proposal including a financial plan for the up-coming fiscal year in a form acceptable to the City covering each of the areas outlined in 3. a) for the next fiscal year. Upon written agreement to the management proposal by both parties, it shall form part of, and be deemed to be subject to, the terms and conditions of this Agreement.
- d) By October 1st, of the subsequent year of the agreement a detailed summary outlining the following information:
- Total number of visitors to the Theatre and total number of participants in the outreach programs and event attendance for the previous fiscal year.
 - Summary of the exhibits, programs and events the Theatre operated.
 - Executive summary outlining how the Theatre met the key core deliverables outlined under 3.a).
4. a) The City will grant to the Society a management and operating fee of \$286,600 annually for providing Theatre management and operating services. The management and operating fee amount shall be subject to annual budget approval by City Council and maybe considered for amendment subject to City Council approval.

- b) The management and operating fee shall be paid within forty-five days of receipt of invoice from the Society, which invoices shall be submitted and paid separately due to BC Gaming Fund requirement according to the dates listed on the chart below and subject to the annual operating budget approved by City Council.

Date of Invoice	Management and Operating Fee (Tax Revenue Funded)	Date of Invoice	Management and Operating Fee (BC Gaming Funded)	
April 1 st	\$45,400	April 1st	\$52,500	
July 1st	\$45,400	August 1st	\$52,500	
October 1 st	\$45,400			
January 1st	\$45,400			
Annual Total	\$181,600*		\$105,000	\$286,600

*To increase at 2% each year subject to the City's annual operating budget approved by City Council.

- c) All revenue obtained from the management and operation of the Theatre will become the property of the Society. The Society covenants and agrees that all revenue must be used exclusively for Theatre operations.
- d) Should there be a surplus in any year of operating revenues and the City contribution exceeding operation costs, the Society will be entitled to retain the surplus for Theatre operations and reserves. The Society must not incur a deficit in excess of accumulated surpluses.
- e) The Society may build a capital reserve through a variety of fund mechanisms to fund capital equipment purchases. Expenditures from this fund will be determined by the Society in consultation with the City.
- f) Any acquisitions of goods and services which are funded by the management and operating fee shall adhere to the Society's Purchasing Policy. Notwithstanding the foregoing, any acquisition of goods and services, by purchase or lease, with municipal funds from all sources including operating and capital funds, as well as other funds held in trust or at the City's disposal shall be in accordance with the City of Courtenay Purchasing Policy #1200.00.01.
5. The Society covenants and warrants with the City that:
- a) The Society is, and shall remain throughout the term of this Agreement, a valid and subsisting Society in good standing incorporated pursuant to the laws of the Province of British Columbia, and shall not change its corporate structure or status, without the prior written consent of the City;

- b) Board members and staff people of the Society must be subject to the Society's "Conflict of Interest" policies. No Society board member or staff person may knowingly engage in any activity that, in the opinion of the City would constitute a conflict of interest, or potential conflict of interest between that board member or staff person and either the Society or the City;
- c) The Society will manage records transferred to it from the City in accordance with the *Personal Information Protection Act* (the "Act") of *British Columbia*. The Society is responsible for the management of all personal information gathered and compliance with the Act;
- d) The Society shall maintain proper accounting records with respect to income and expenditures in accordance with generally accepted accounting principles and upon reasonable notice, shall allow representatives of the City reasonable access to its books and records during normal business hours;
- e) The Society shall provide the City and present to Council an annual operating and capital budget and a five year financial plan for the management proposal as detailed in Section 3 above by October 1st in each year the Agreement is in effect, provided that the City is contributing resources towards the programs and activities;
- f) The Society will prepare and deliver to the City a reviewed statement of expense and income with respect to all revenues from and expenses for the use and operation of the Theatre and Land as well as reviewed statement of all related assets and liabilities. The Society will cause such annual financial statements to be reviewed by its accountant and thereafter submitted to the City Representative for consideration no later than October 1st of each year for the most recent fiscal year;
- g) Any funding to be provided by the City shall be subject to the approval of the City, shall be reviewed annually, and may be revoked or reduced by the City at any time in the event of program priority changes, budget, grant, or other funding constraints. The City shall act in good faith and make all reasonable efforts to provide advance warning of funding reductions to the Society;
- h) The Society shall conduct each program and activity in an effective, efficient, safe and professional manner in accordance at all times;
- i) Whenever appropriate, the Society shall publicly recognize the City of Courtenay as a major government funder for its contribution to the Society.

6. Notice, when and if required to be given to either party by this Agreement, shall be deemed effectively given and received if given in writing to the other party by registered mail or personal service addressed as follows:

CITY OF COURTENAY

**ATTN: Director of Recreation and Cultural Services
830 Cliffe Avenue
Courtenay, BC
V9N 2J7**

SID WILLIAMS THEATRE SOCIETY

**ATTN: General Manager
442 Cliffe Avenue,
Courtenay, B.C.
V9N 2J2**

Either party may change its address for notice by providing notice to the other in accordance with this Agreement.

7. This Agreement may be terminated under the following circumstances:
- a) In the event that the Society fails to honour any of the provisions, covenants or warranties of the Agreement (including all Schedules) contemplated hereby or at any time in effect between the parties, the Society shall have thirty (30) working days to rectify the situation or the City may, at its option, terminate this Agreement by giving the defaulting party thirty (30) days written notice.
 - b) In the event the Society goes Bankrupt, is placed into receivership, takes advantage of any law for the protection of insolvent debtors, allows any judgement to be entered against it, or allows any of its assets to become the subject of seizure or distress; this Agreement shall immediately terminate.
 - c) In the event the Society ceases to occupy and operate a Theatre at the current location, this Agreement shall immediately terminate.
 - d) In the event this Agreement is terminated prior to the expiration of its term, the City shall be released of its obligations under this Agreement to further fund the Society and the funds paid by the City under section 4 shall be pro-rated and any excess paid by the City shall be considered a debt due and owing to the City.
 - e) Either party may terminate this Agreement at any time by giving the other party six months advance notice of its intention to terminate, such notice to be given in writing on the last day of any month.

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

The Corporate Seal of the)
CITY OF COURTENAY)
was hereunto affixed in)
the presence of:)

_____)
Larry Jangula, Mayor)

_____)
John Ward, Director of Legislative Services)

SID WILLIAMS THEATRE SOCIETY)
In the presence of:)

_____)
Darryl Calnan, President)

_____)
Heather McFetridge, Director)



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 570-05

From: Chief Administrative Officer

Date: July 17, 2017

Subject: Routine Release of In Camera Resolutions

PURPOSE:

The purpose of the report is to provide Council with a draft policy on the routine release of In Camera resolutions .

CAO RECOMMENDATIONS:

That, based on the July 17, 2017 staff report, "Routine Release of In Camera Resolutions", Council consider a policy (draft attached) to routinely release in camera resolutions, once the requirement for confidentiality has passed.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

At its regular meeting held April 18, 2017 Council passed a resolution to refer the following proposed resolution to staff for a report to Council:

Whereas in 2003, the Community Charter was passed. It repealed and replaced some sections of the Local Government Act, including the provisions regarding open and closed meetings. The Community Charter states that all meetings of council and its committees, commissions and other subsidiary bodies must be open to the public and that under certain circumstances section 90 (meetings that may or must be closed to the public) provides that council may close a meeting or part of a meeting by passing a resolution that sets out the basis for closing the meeting to discuss certain matters as outlined in the Community Charter;

And whereas the Community Charter strongly recommends and states that "as much information as possible should be released in order to achieve the goal of openness, transparency and accountability without compromising the interests of the local government, the public or a third party." It further states that "many subjects requiring the confidentiality of a closed meeting only require it for a limited period of time."

Consequently, it is important that local governments have a process in place to regularly review the information produced at closed meetings. Information that would no longer undermine the reason for discussing it in a closed meeting should be released as soon as practicable.

And whereas the Community Charter further states that "Local governments should strive to release as much information as possible as often as possible, in order to demonstrate their commitment to the principles of transparency and accountability and to receive the benefit of a more informed, engaged and trusting public;

Therefore be it resolved that the City of Courtenay implement the policy of releasing all in camera resolutions and associated voting records in a timely manner and in particular when an in camera matter has been acted upon, resolved, completed or closed and it is within the guidelines of the Community Charter and Local Government Act as part of our commitment to the principles of transparency and accountability to our constituents and taxpayers of the City of Courtenay and "to receive the benefit of a more informed, engaged and trusting public.

Although the above reference in quotations are not actually in the *Community Charter*, they do appear in the Open Meetings Best Practices Guide from the BC Ombudsperson available here:

<http://bcombudsperson.ca/documents/open-meetings-best-practices-guide-local-governments>

DISCUSSION:

Pursuant to Section 90 of the *Community Charter* (attached), in-camera meetings are held to primarily consider personnel, labour relations, legal and land matters. It is sometimes the case where after a period of time there is no longer a need for resolutions arising from in-camera meetings to remain confidential - examples might include land purchases and sales, law enforcement, contract negotiations, etc.

Council does sometimes "rise and report" on matters resulting from in-camera meetings; however, best practice in local government today is to routinely review in-camera resolutions and report out publicly those resolutions no longer requiring confidential treatment.

FINANCIAL IMPLICATIONS:

None.

ADMINISTRATIVE IMPLICATIONS:

Administration of the proposed policy would be included in the Legislative Services work plan. Costs for administration are not anticipated to be significant.

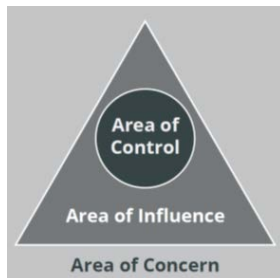
ASSET MANAGEMENT IMPLICATIONS:

None.

STRATEGIC PRIORITIES REFERENCE:

We focus on organizational and governance excellence

- We support and encourage initiatives to improve efficiencies
- We support meeting the fundamental corporate and statutory obligations
- We recognize staff capacity is a finite resource
- Communication with our community is a priority, and is considered in all decisions we make



- **Area of Control**
The policy, works and programming matters that fall within Council’s jurisdictional authority to act.
- ▲ **Area of Influence**
Matters that fall within shared or agreed jurisdiction between Council and another government or party.
- **Area of Concern**
Matters of interest outside Council’s jurisdictional authority to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

Not referenced.

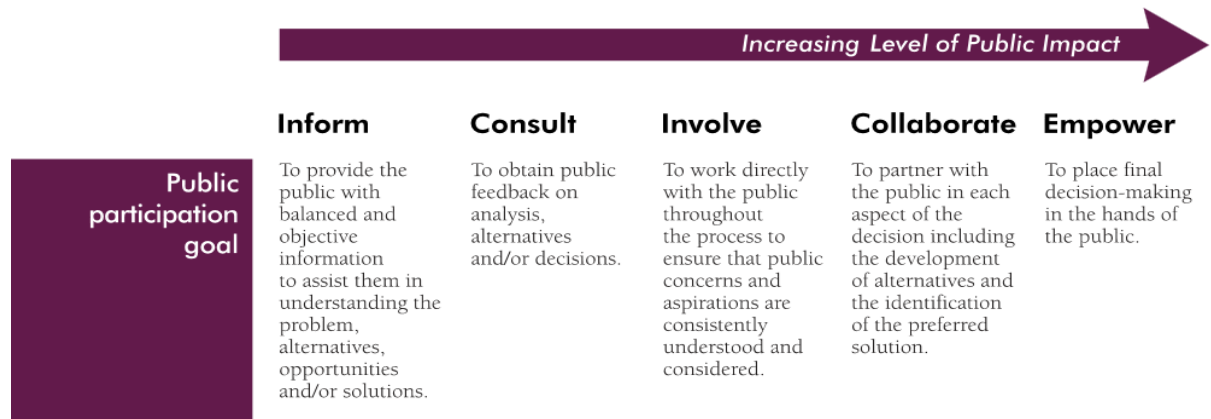
REGIONAL GROWTH STRATEGY REFERENCE:

Not referenced.

CITIZEN/PUBLIC ENGAGEMENT:

Council would inform the public based on the IAP2 Spectrum of Public Participation:

http://c.ymcdn.com/sites/www.iap2.org/resource/resmgr/imported/IAP2%20Spectrum_vertical.pdf



OPTIONS:

- Option 1: That Council adopt a policy regarding the routine release of In Camera Resolutions.
- Option 2: That Council not adopt a policy regarding the routine release of In Camera Resolutions.
- Option 3: That Council refer the matter back to staff for further options.

Prepared by:

A handwritten signature in black ink, appearing to read "John Ward". The signature is written in a cursive style with a large initial "J" and "W".

John Ward, CMC
Director of Legislative Services/Deputy CAO

Attachments:

1. *Community Charter* section 90
2. Draft Routine Release of In Camera Resolutions Policy

Attachment 1

Meetings that may or must be closed to the public

90 (1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

- (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- (b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity;
- (c) labour relations or other employee relations;
- (d) the security of the property of the municipality;
- (e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- (f) law enforcement, if the council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment;
- (g) litigation or potential litigation affecting the municipality;
- (h) an administrative tribunal hearing or potential administrative tribunal hearing affecting the municipality, other than a hearing to be conducted by the council or a delegate of council;
- (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the *Freedom of Information and Protection of Privacy Act* ;
- (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the

view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public;

(l) discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under section 98 [*annual municipal report*];

(m) a matter that, under another enactment, is such that the public may be excluded from the meeting;

(n) the consideration of whether a council meeting should be closed under a provision of this subsection or subsection (2);

(o) the consideration of whether the authority under section 91 [*other persons attending closed meetings*] should be exercised in relation to a council meeting.

(2) A part of a council meeting must be closed to the public if the subject matter being considered relates to one or more of the following:

(a) a request under the *Freedom of Information and Protection of Privacy Act* , if the council is designated as head of the local public body for the purposes of that Act in relation to the matter;

(b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party;

(c) a matter that is being investigated under the *Ombudsperson Act* of which the municipality has been notified under section 14 [*Ombudsperson to notify authority*] of that Act;

(d) a matter that, under another enactment, is such that the public must be excluded from the meeting;

(e) a review of a proposed final performance audit report for the purpose of providing comments to the auditor general on the proposed report under section 23 (2) of the *Auditor General for Local Government Act* .

(3) If the only subject matter being considered at a council meeting is one or more matters referred to in subsection (1) or (2), the applicable subsection applies to the entire meeting.

Section 1 –Administration	Policy # 540.00.02
Subject: Routine Release of In Camera Resolutions	Revision #

PURPOSE:

To provide for the routine release of In Camera resolutions.

The routine release of In Camera meeting resolutions, once the requirement for confidentiality has passed, will support the Council objective of being open and transparent.

POLICY:

Council will consider for approval the release of In-Camera meeting resolutions on a semi-annual basis.

The Corporate Officer will ensure the implementation of the Routine Release of In-Camera Resolutions Policy by reviewing and preparing a list of resolutions for Council’s consideration at an in-camera meeting on a semi-annual basis.

Once Council has approved the release of the appropriate resolutions, a report will appear as “Internal Reports and Correspondence for Information” on the next regular open Council agenda, to allow full publication in the Council meeting agenda package including the City’s website.

It is acknowledged that this policy does not limit a person’s right of access to records under the *Freedom of Information & Protection of Privacy Act*.

AUTHORIZATION:	DATE:
-----------------------	--------------



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 1845-02

From: Deputy Chief Administrative Officer

Date: July 17, 2017

Subject: Application for Federation of Canadian Municipalities' (FCM) Municipal Asset Management Program (MAMP) Grant

PURPOSE:

To seek a Resolution of Council directing staff to apply for a new FCM Municipal Asset Management Program (MAMP) granting opportunity.

POLICY ANALYSIS:

The MAMP is a new five-year, \$50-million program designed to help Canadian municipalities make informed infrastructure investment decisions based on sound asset management practices. Up to \$50K may be granted toward Council's 2017 Land Disposition & Acquisition Strategy to off-set approximately half the approved budget. City and FCM inter-staff discussions confirm the City's Asset Management practices qualify us to participate in the program and that the intended project meets the program purposes. While it is a national competitive process, the likelihood of success is considered good.

CAO RECOMMENDATIONS:

That based on the July 17, 2017 staff report "Application for Federation of Canadian Municipalities' (FCM) Municipal Asset Management Program (MAMP) Grant", Council approve OPTION 1 and direct staff to apply for the MAMP grant opportunity of up to \$50,000 to off-set total costs of the Courtenay Land Disposition & Acquisition Strategy; and

That Council commits the City to conduct the following project activities:

- Detailed Land Inventory/Internal Surplus Declaration Process;
- Highest & Best Use Analysis followed by Short/Medium/Long Term Prospects identified by contractor; and
- Disposition Process & Marketing Protocol plus Revenue Stream & Allocation Process.

to advance the City's asset management program; and

That the City has committed up to \$150,000 from its 2017 Financial Plan toward the costs of this initiative.

Respectfully submitted,

John Ward, CMC
Deputy Chief Administrative Officer

BACKGROUND:

Council members will recall a February 27th 2017 workshop on Strategic Land Disposition & Acquisition provided by Andrew Baigent of Urban systems (Vancouver). The purpose was to provide Council and senior staff members an introduction to modern public property management practices and to identify potential opportunities to help the City meet its future requirements for land and improvements for public use.

Consequently, the concept was developed into a project and approved as part of the 2017-2021 Five-year Financial Plan. The cost was estimated at approximately \$150K over two years with the federal Gas Tax grant as the funding source. Unlike other senior government funding programs, the MAMP program allows for the combination of its funding with other granting sources so, if successful, the MAMP grant will allow for retention of \$50K of existing Gas Tax funds that would have otherwise been expended on this project.

DISCUSSION:

The project has three phases as listed in the Recommendation. The first item in Phase 1 "Detailed Land Inventory" was completed in early July and funded from the existing approved budget (approximately \$8K to date). This was necessary because the MAMP program was opened for applications after this stage of the work was completed. The approval process will take an estimated two months. If successful, eligible costs incurred as of the application date will be valid.

For general information, the result of this first step is that the City for the first time has a detailed, statutory compliant Geographical Information Data Base of all the City's lands and improvements. This new asset class consists of 17 Land Use categories, 2,413,396 square metres of land, distributed of 358 different parcels. The next step will conclude the 1st Phase and will be a draft evaluation of present and identifiable intended uses.

Council will of course be updated at the completion of Phase 2 (Highest & Best Use Analysis followed by Short/Medium/Long Term Prospects identified by the contractor). Any decisions on disposition of land and improvements rests with Council, are highly regulated by the *Community Charter* and other statues and require public input.

FINANCIAL IMPLICATIONS:

If successful, this will provide a net saving of up to \$50K for this approved project. It is plausible that land and improvements could be identified that are excess to the City's present and future needs and thereby be used to fund strategic acquisitions of land and capital renewal/replacement of existing buildings and Facilities. Depending upon the outcomes, it is potentially possible to make this asset class sustainable for the foreseeable future.

ADMINISTRATIVE IMPLICATIONS:

Minor amount of staff time to administer the grant application and reporting.

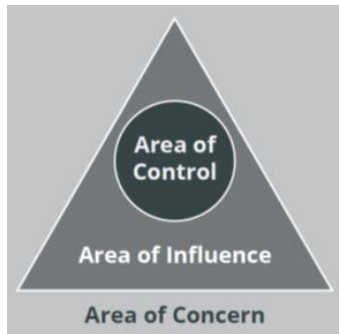
ASSET MANAGEMENT IMPLICATIONS:

Will provide a complete inventory, condition assessment and valuation of every land and improvement (i.e. buildings, structures, works) owned by the City.

STRATEGIC PRIORITIES REFERENCE:

We proactively plan and invest in our natural and built environment

- Continued focus on asset management for sustainable service delivery
- Focus on infrastructure renewal rather than upgrades
- Continued support for social, economic and environmental sustainability solutions
- ▲ We look for regional infrastructure solutions for shared services to our community



- **Area of Control**
The policy, works and programming matters that fall within Council’s jurisdictional authority to act.
- ▲ **Area of Influence**
Matters that fall within shared or agreed jurisdiction between Council and another government or party.
- **Area of Concern**
Matters of interest outside Council’s jurisdictional authority to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

Not referenced

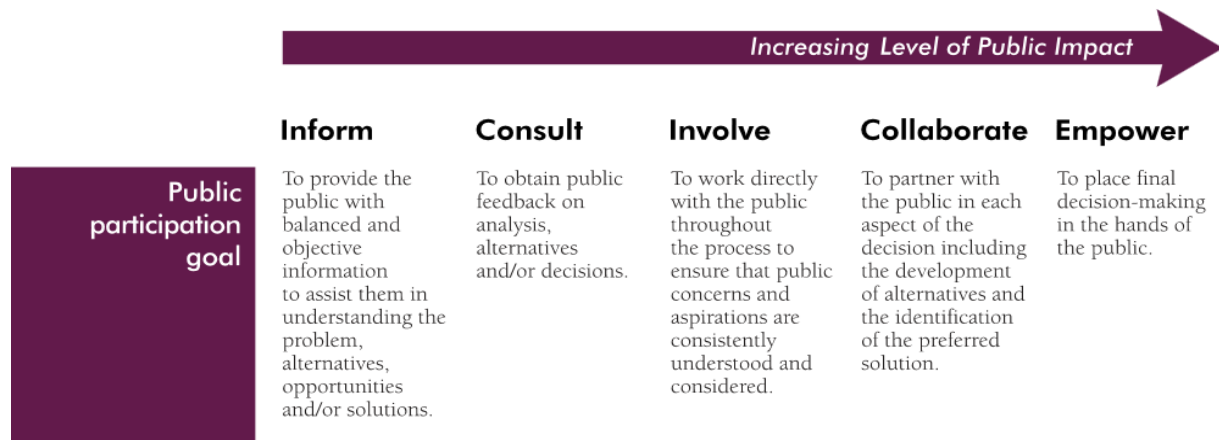
REGIONAL GROWTH STRATEGY REFERENCE:

Not referenced.

CITIZEN/PUBLIC ENGAGEMENT:

Council would “Involve” the public based on the IAP2 Spectrum of Public Participation and comply with relevant statutory requirements regarding disposition of municipal land.

http://c.ymcdn.com/sites/www.iap2.org/resource/resmgr/imported/IAP2%20Spectrum_vertical.pdf



OPTIONS:

OPTION 1: That based on the July 17, 2017 staff report "Application for Federation of Canadian Municipalities' (FCM) Municipal Asset Management Program (MAMP) Grant", Council approve OPTION 1 and direct staff to apply for the MAMP grant opportunity of up to \$50,000 to off-set total costs of the Courtenay Land Disposition & Acquisition Strategy;

That Council commits the City to conduct the following project activities:

- Detailed Land Inventory/Internal Surplus Declaration Process;
- Highest & Best Use Analysis followed by Short/Medium/Long Term Prospects identified by contractor; and
- Disposition Process & Marketing Protocol plus Revenue Stream & Allocation Process.

to advance the City's asset management program; and

That the City has committed up to \$150,000 from its 2017 Financial Plan toward the costs of this initiative. (Recommended)

OPTION 2: That Council not approve an application to the FCM MAMP at this time.

Prepared by:



David W. Love, CD, BA, LGM(Dip), PCAMP
Senior Advisor of Strategic Initiatives



STAFF REPORT

To: Council

File No.: 3060-20-1625

From: Deputy Chief Administrative Officer

Date: July 17, 2017

Subject: **Development Permit with Variances 1625 for 2077 20th St. - Piercy Creek Estates Phase 3**

PURPOSE:

The purpose of this report is for Council to consider the issuance of Development Permit with Variances No. 1625 for the form and character of a 40 unit multi-family strata development, including variances to the rear yard building setbacks, side yard setbacks, side yard landscape setbacks, garage to internal road setbacks and fence height.

CAO RECOMMENDATIONS:

That based on the July 17th, 2017 staff report "Development Permit with Variances 1625 for 2077 20th St. – Piercy Creek Estates Phase 3", Council support OPTION 1 and approve the proposed Development Permit with Variances No. 1625 as shown in **Attachment No. 2**.

Respectfully submitted,

John Ward, CMC
Deputy Chief Administrative Officer

BACKGROUND:

The subject property (shown in yellow at right) is located at the corner of Cumberland Rd. and 20th St. This application is the 3rd and final phase of a two story multi-family duplex, tri-plex and four-plex strata housing development that received zoning approval in 2011. Phases 1 and 2 consist of forty-five units which have been fully occupied for a number of years. The proposed phase is an additional forty units.

A Development Permit with Variances was issued for this project in 2012 (DPwV No. 1213). Because the previously issued DPwV has long since expired, a new application is required.



The property is zoned Residential Three Zone (R-3) and permits the proposed use. The proposed development is subject to the Multi Residential Development Permit Guidelines of the Official Community Plan (OCP). An Environmental Development Permit (EDP) to establish setbacks to Piercy Creek and Tributary 10 of Piercy Creek was issued at the time of the first phase of construction. The subject property was cleared of all mature vegetation prior to the rezoning application and all environmentally sensitive areas have been dedicated to the City as park lands. The park includes a trail network that routes along Piercy Creek and Tributary 10.

In 2005 the previous land owner was issued an EDP and DFO Habitat Authorization to relocate a portion of Piercy Creek. These approvals both required compensation in the form of an off-channel habitat pond. Some work was done to construct the pond at that time, however the connection to the creek and the inclusion of stormwater management was not completed. A separate EDP is being considered for this work. Should the applicant not be able to design the pond to accommodate both habitat and stormwater functions they will be required to address stormwater management on site or find alternative habitat compensation acceptable to the City. Development of the multi-family project will not be permitted until this issue is resolved.

DISCUSSION:

OCP review

The OCP land use designation of the property is multi residential. The development proposal meets the vision and the intent of this designation. As mentioned, the proposed development is subject to the Multi Residential Development Permit Guidelines as outlined in Section 8.5 of the OCP and described in more detail below.

Form and Character

The proposal generally meets the intent of the guidelines being highly aesthetic, visually harmonious with the neighbouring properties and congruent within a comprehensive design concept that was established in the previous phases. The guidelines stipulate that multi residential projects shall front or appear to front onto abutting roadways, that a combined (singular) strata road access shall be provided to the public road, and that unit privacy and individuality shall be achieved.

Staff review of the plan suggests that the proposed buildings share the same form and character and similar building layout approach as the previous phases. The addition of pedestrian accesses to 20th Street for Units 1-12 as well as the access from the internal road are new to Phase 3. The plan indicates that unit exterior finishing is vinyl siding with wood trim around the doors and windows, and that each unit has a covered front entry defined by wood and stone accents. Multiple gables with wood detail and articulated wall sections clad in accented colour vertical siding are used to add visual interest and create delineation between individual units. Garage design is integrated with the unit entrances and spaced to emphasize the individuality of units. For the tri-plex and four-plex townhouse configurations, landscaping is provided between the driveways so that no driveway area is wider than for two vehicles.

Units that back onto 20th Street include individual private rear yard with pedestrian accesses in the form of gates with arbours. All units are provided with a fenced private patio and usable yard area in the individual

side or rear yards. Communal areas include the internal strata street and sidewalks, visitor parking, children's play area and perimeter landscaping.

Landscaping and Screening

Landscape plans certified by a registered Landscape Architect are provided to fulfil the requirements of the Development Permit Guidelines.

Six-foot high solid cedar fencing is provided on all interior rear and side yards to ensure privacy. Landscaping in the form of trees, shrubs, ground cover, grass as well as fencing are provided to screen and aesthetically complement the buildings and the development. Native tree species selected for wildlife value are provided within the rear yards of the units that back along Piercy Creek.

A variety of forms of perimeter fencing are proposed around the property. They include: split-rail along the Cumberland Road frontage to provide visual continuity of the public road with the common area playground, similar to Phase 2; cedar fencing along all park boundaries to provide privacy adjacent to the public trail and clear delineation from the riparian area; and cedar fencing punctuated with the private gate and arbours along 20th Street. Street trees will be provided along Cumberland and 20th Street within road right of way. A refuse container area is not required as curb side garbage, recycling and yard waste pickup will be provided.

A variance to the perimeter landscape depth and fencing height is requested.

Lighting

Similar to Phases 1 and 2, an internal private strata lighting system is not required. Exterior lighting on individual homes will be provided and will be dark skies compliant. Staff believe this is sufficient lighting to meet the intent of the Multi Residential Guidelines.

Parking

The units face the interior strata road and each includes a single car garage and driveway for one vehicle. The proposed plan meets the parking number requirements for private and visitor parking. Variances are requested to shorten driveway length on a number of units. The proposed plan indicates that parking is generally dispersed functionally and visually throughout the development and adequate landscaping is provided between driveways.

Signage

Signage for the development will be provided on common property at the strata road entrance to the development, will be similar to the first Phase using wood and stone materials, and will be subject to the City's Sign Bylaw.

Summary of Variances

A number of Zoning Bylaw variances are requested as described in the table below. Note that for this property, the front yard of the strata development is Cumberland Road.

UNIT #	Type of Setback and Section of Zoning Bylaw	Required	Proposed
Unit 1	Rear yard – S.8.3.5 (2)	7.5m	3m at building face and 2m at second story roof overhang
Unit 13	Garage to internal road – S.7.1.6 (8)	6.0m	5.5m
Unit 13	Back of building to side yard – S.8.3.5 (3)	6.0m	5.5m at building face and 4.9m at second story roof overhang
Unit 25	Rear yard – S.8.3.5 (2)	7.5m	1.75m at building face and 0.75m at second story roof overhang
Unit 25	Landscape requirement adjacent to adjoining property line – S.8.3.10 (1)	3.0m	1.75m
Units 37 & 38 (duplex)	Garage to internal road - S.7.1.6 (8)	6.0m	5.8m
Unit 37 & 38 (duplex)	Back of building to side yard – S.8.3.5 (3)	6.0m	4.5m at building face and 3.9m at second story roof overhang
Unit 40	Side yard – S.8.3.5 (3)	1.5m	0.5m
Unit 40	Landscape requirement adjacent to adjoining property line – S.8.3.10 (1)	3.0m	1.5m
Units 39 & 40 (duplex)	Front yard fence height around units yards – S.6.8.1	1.25m	2.0m (height)
N/A	Side yard landscape requirement adjacent to adjoining property line – S.8.3.10 (1)	3.0m	1.0m

As the result of comprehensive review of the plan, staff have concluded that the proposed variances are minor in nature and acceptable to achieve the overall development proposal originally envisioned at the time of rezoning.

FINANCIAL IMPLICATIONS:

Application fees have been collected in order to process the Development Permit with Variances application. Should Development Permit with Variances No. 1625 be approved, the applicant will be required to pay Development Cost Charges (DCC) at the time of Building Permit Application. DCCs are collected by the City and the Comox Valley Regional District and will be based on the rates in effect at the time of application. A Building Permit application fee will also be collected at a rate of \$7.50 for every \$1,000.00 of construction value.

In accordance with the covenant registered on title, the following amenity contributions will be provided at time of Building Permit application:

1. Affordable housing contribution of \$750 per unit (total \$30,000)
2. Parks and cultural services contribution of \$750 per unit (total \$30,000)

ADMINISTRATIVE IMPLICATIONS:

Processing Development Permits is a statutory component of the work plan. Staff has spent approximately 50 hours processing this application to date. Should the proposed Development Application with Variances be approved, an additional 1 hour of staff time will be required to prepare the registration on title.

Additional staff time will be required to process the subsequent Building Permit application including plan checking and building inspections.

ASSET MANAGEMENT IMPLICATIONS:

The proposed development will result in public road improvements to the frontages of the subject property along both Cumberland Road and 20th Street as a condition of Building Permit issuance. These improvements will include construction of sidewalk and treed boulevards as well as a realignment of 20th Street at Cumberland Road to achieve a perpendicular and narrower intersection at 20th Street. Water main upgrades are also required as a condition of Building Permit issuance, which will replace portions of existing City assets.

A stormwater management pond is proposed within the adjacent public park land as part of the habitat pond compensation feature. This pond is to achieve stormwater detention goals for the project in accordance with the Water Balance Model. The detail designs of this pond are currently under review by staff and an approval of the design is required for an Environmental Development Permit issuance. The pond will be a City asset to maintain when completed. Change of the pond design or failure to meet the City's requirements may impact the land configuration and result in an amendment of the Development Permit.

STRATEGIC PRIORITIES REFERENCE:

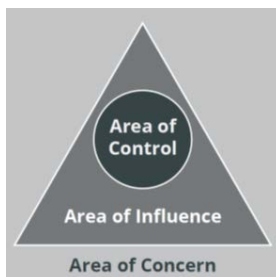
Development applications fall within Council's area of control and specifically align with the strategic priority to support meeting the fundamental corporate and statutory obligations of the City. This application also meets the goal to support densification aligned with the regional growth strategy.

We support diversity in housing and reasoned land use planning

- Support densification aligned with community input and regional growth strategy

We focus on organizational and governance excellence

- We support meeting the fundamental corporate and statutory obligations



- **Area of Control**
The policy, works and programming matters that fall within Council's jurisdictional authority to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

The proposed development is consistent with the applicable Multi Residential Development Permit guidelines as outlined in the OCP. Overall, the development is consistent with the urban residential land use designation, and the climate change policies of the Official Community Plan. It represents infill residential development near existing amenities and services.

REGIONAL GROWTH STRATEGY REFERENCE:

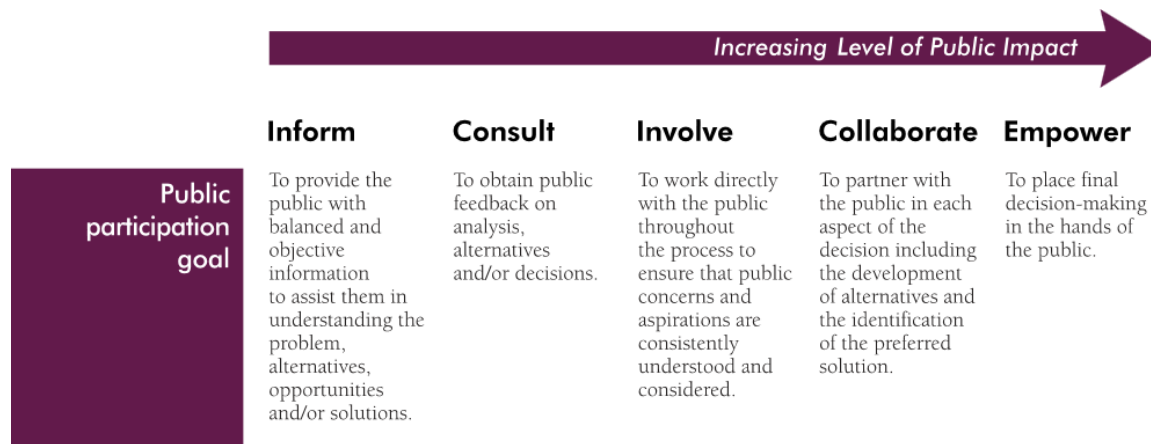
The development proposal is consistent with the RGS Housing goal to “ensure a diversity of affordable housing options to meet evolving regional demographics and needs” including:

- Objective 1-A: Locate housing close to existing services; and
- Objective 1-C: Develop and maintain a diverse, flexible housing stock.

CITIZEN/PUBLIC ENGAGEMENT:

The level of public input staff is undertaking is to **consult** based on the IAP2 Spectrum of Public Participation:

http://c.ymcdn.com/sites/www.iap2.org/resource/resmgr/imported/IAP2%20Spectrum_vertical.pdf



Prior to this application proceeding to Council, the applicant held a public information meeting on January 24, 2017 at the Florence Filberg Centre between 5:00 and 6:30pm. A summary of the public information meeting has been included in this report (**Attachment No. 1**). According to the meeting summary report ten people attended the meeting, three of which filled in a comment sheet. Concerns and questions were related to traffic volume at 20th Street, intersection and frontage improvements for 20th Street and Cumberland Road, on-site parking provisions, overall project scheduling, tree, riparian and stormwater management, as well as the increase in migrating rat populations following land clearing.

Traffic volumes, road and frontage improvements

Staff acknowledge that the 20th Street and Cumberland Road intersection and traffic along 20th Street routinely receives public inquiries regarding safety, volume and speed concerns. The proposed

development will result in road improvements to the frontages of the subject property along both Cumberland Road and 20th Street. These improvements will include continuation of sidewalk and treed boulevards as well as a realignment of 20th Street at Cumberland Road to achieve a perpendicular and narrower intersection at 20th Street. These improvements are expected to increase visibility, pedestrian connectivity, reduce speeds and overall safety of the 20th Street and Cumberland Road intersection.

Traffic is expected to increase with the forty new units, but is within the capacity of the existing road classification. Staff also note that while the perception of traffic speeds along 20th Street appears to be high, a speed study conducted did not indicate above normal speeds.

Any additional required road improvements beyond the frontage improvement are not determined at this time, but will be considered in the City's transportation planning work currently underway.

Environmental considerations, including stormwater management

Staff acknowledge that the property was cleared of mature vegetation prior to the rezoning in 2011, and that the site has a high proportion of invasive species. As such, there is limited opportunity for native vegetation retention within the developable portion of the property. The riparian area has been dedicated to the City with the creation of the first Phase in the form of public park land. The riparian areas will be protected throughout the development process and will be monitored by an Environmental Monitor. Riparian enhancements will be required as part of the habitat compensation and stormwater management pond construction.

Native species have been incorporated into the landscape plan along the rear yards of all units adjacent to the riparian area. The public boulevard tree species has not yet been determined, although staff note that in general native species are not as well suited as urban cultivars for the road standards that the City requires.

Staff acknowledge that land clearing may result in the dislocation of rats, but at present has no regulatory tools to address the issue.

OPTIONS:

- OPTION 1:** That based on the July 17, 2017 staff report "Development Permit with Variance No. 1625 – 2077 20th Street" Council approve Development Permit with Variances No. 1625 (Recommended).
- OPTION 2:** Postpone consideration of Development Permit with Variances No. 1625 with a request for more information.
- OPTION 3:** Not proceed with Development Permit with Variances No. 1625.

Prepared by:



Nancy Gothard, MCIP, RPP
Environmental Planner

Approved by:



Ian Buck, MCIP, RPP
Director of Development Services

Attachments:

1. *Public Information Meeting submissions*
2. *Development Permit with Variances No. 1625, including Site Drawings, Building Plans, Elevations & Landscaping Plans*

S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Council Report\SR DDS 2017-07-17 Development Permit with Variances 1625 - 2077 20th St..docx



January 25, 2017

Our File: 2211-46692-06

Ian Buck, MCIP, RPP, Director of Development Services
Planning Department
City of Courtenay
830 Cliffe Avenue
Courtenay, BC V9N 2J7

Dear Ian,

**PIERCY CREEK ESTATES - PHASE 3
LOT B, PLAN EPP13210, DL 230, COMOX DISTRICT
NEIGHBOURHOOD MEETING SUMMARY**

A neighbourhood meeting regarding the above application was hosted by Piercy Creek Estates on January 24, 2017:

- a) Meeting was located in the Soroptimist Lounge at the Florence Filberg Centre, beginning at 5:00 and finishing at 6:30pm.
- b) We have record of 10 residents in attendance (attached).
- c) Meeting notification details were hand delivered on January 13, 2017 to all properties as per the list provided by the City of Courtenay, and mailed to all owners listed (not within 30m of the development).
- d) Information provided during the meeting:
 - Architectural drawings; colour renderings.
 - MCSL overall Development Site Plan Dev-1; Intersection Alignment Plan C-1; General Servicing Plan Dev-4; Fencing Plan Dev-5.
 - Mystic Woods landscape designs.
- e) Generally, topics of discussion included:
 - Traffic volume on 20th Street.
 - 20th Street/Cumberland Road intersection improvements.
 - 20th Street and Cumberland Road frontage improvements.
 - On-site parking provisions.
 - Overall project schedule.
 - Stormwater management.
- f) Receipt of three comment sheets are attached.

Page 1 of 2

495 Sixth St
Courtenay BC
Canada V9N 6V4

Tel 250 338 5495
Fax 855 407 3895
mcelhanney.com



We trust you find the above information in order. Please don't hesitate to contact the undersigned should any additional information or clarification be required.

Yours truly,

McELHANNEY CONSULTING SERVICES LTD.

A handwritten signature in blue ink, appearing to read "D Jensen".

Derek Jensen, AScT
Project Manager

Reviewed by:

A handwritten signature in blue ink, appearing to read "Bob Hudson".

Bob Hudson, P.Eng
Branch Manager

Enclosures

DJ:ldg

Cc: Piercy Creek Estates, Don Cameron

PUBLIC INFORMATION MEETING
January 24, 2017
SIGN IN SHEET
FOR
2077 - 20th Street - Piercy Creek Estates Phase 3

NAME (Please Print)	ADDRESS
	26, 2010 20 th St, Courtenay
	27-2140 20 th St Courtenay
	" " "
	utson 2279 2279 Cumberland Rd.
	23-2010 20th St.
	28 2010 20 th St.
	1017 KINGSLEY CR. COMOX
	" " "
	1980 Cumberland Road,
	#20-2140-20th St Courtenay.

PUBLIC INFORMATION MEETING

January 24, 2017

2077 - 20th Street - Piercy Creek Estates Phase 3

COMMENT SHEET

Name: _____ Email: _____
Address: _____ Phone: _____

McElhanney Consulting has applied to the City of Courtenay for a Development Permit with Variances (and Enviro) for development of multifamily project comprised of 40 townhouse units. This project is under review by staff in the Planning Department of the City.

Given the information you have received regarding this project do you have any comments or questions?

Very concerned about planning for increase in traffic on
20th St. with this development - in addition to the
other large developments in this neighbourhood.
No street lines disconnecting sidewalks - blind entrances
& speed fr. Cumberland Rd. travellers -

Please return your comments by January 31, 2017

Comment sheets can be submitted by one of the following methods:

1. Hand your comment sheet in tonight.
2. Drop your comment sheet off at MCSL, 495 Sixth Street, Courtenay, BC.
3. Email your comment sheet to djensen@mcelhanney.com

PUBLIC INFORMATION MEETING

January 24, 2017

2077 - 20th Street - Piercy Creek Estates Phase 3

COMMENT SHEET

Name: [REDACTED] Email: [REDACTED]
Address: #27-2140 20th Street Phone: [REDACTED]

McElhanney Consulting has applied to the City of Courtenay for a Development Permit with Variances (and Enviro) for development of multifamily project comprised of 40 townhouse units. This project is under review by staff in the Planning Department of the City.

Given the information you have received regarding this project do you have any comments or questions?

- 1) Re alignment of 20th Street @ corner land has to be done FOR SAFETY ISSUES
- 2) we would like to see the numbers of trees / were expected in the proposed bylaws to be met, & not AVOIDED AS "not in force yet"
- 3) we would like to see Landscaping using NATIVE SPECIES, eg GARRY OAKS, (NOT ENDOAMS) OR Douglas Maples / asler Dogwood NOT RED MAPLES
- 4) CREEK RIPARIAN ZONES should also be native species
- 5) I suggest you discuss species with PROJECT WATERSHED PEOPLE OR other experts on NATIVE PLANTS.

Please return your comments by January 31, 2017

Comment sheets can be submitted by one of the following methods:

1. Hand your comment sheet in tonight.
2. Drop your comment sheet off at MCSL, 495 Sixth Street, Courtenay, BC.
3. Email your comment sheet to djensen@mcelhanney.com

- 6) will Developers take steps to reduce the RAT NUMBERS AS this has plagued Japonic Park etc before

PUBLIC INFORMATION MEETING

January 24, 2017

2077 - 20th Street - Piercy Creek Estates Phase 3

COMMENT SHEET

Name: [REDACTED] Email: [REDACTED]

Address: #20-2140-20th ST COURTENAY Phone: [REDACTED]

McElhanney Consulting has applied to the City of Courtenay for a Development Permit with Variances (and Enviro) for development of multifamily project comprised of 40 townhouse units. This project is under review by staff in the Planning Department of the City.

Given the information you have received regarding this project do you have any comments or questions?

*Nice looking complex. My biggest concern is traffic on 20th STREET.
My second concern is rat problems in surrounding areas when lot clearing begins. Previous lot clearing on Lambert caused rats to move into Japanese Park trailer park. Most of the tenants have tried to get this under control, not looking forward to more infestations.*

Otherwise nice looking units on Cumberland Rd and I expect the same will apply on 20th ST side. Looking forward to realignment of 20th street at Cumberland Rd intersection and having a nice sidewalk + curb on complex side of 20th ST.

Thank you for the display and explanations

Please return your comments by January 31, 2017

Comment sheets can be submitted by one of the following methods:

1. Hand your comment sheet in tonight.
2. Drop your comment sheet off at MCSL, 495 Sixth Street, Courtenay, BC.
3. Email your comment sheet to djensen@mcelhanney.com

THE CORPORATION OF THE CITY OF COURTENAY

Permit No. DPwV 1625

DEVELOPMENT PERMIT

July 18, 2017

To issue a Development Permit with Variances

To: Name: 0865573 B.C. Ltd., Inc. No. BC0865573
Address: Box 3730
Courtenay, B.C.
V9N 7P1

Property to which permit refers:

Legal: Lot B, District Lot 230, Comox District Plan EPP13210
Civic: 2077 20th St., Courtenay, B.C.

Conditions of Permit:

Permit issued to allow the development of a multi-family residential development with the following variances to the City of Courtenay Zoning Bylaw No. 2500, 2007:

- *Section 8.3.5 (2)* – the rear yard setback from 7.5m to 2.0m (for Unit 1);
- *Section 8.3.5 (2)* – the rear yard setback from 7.5m to 0.75m (for Unit 25);
- *Section 8.3.5 (3)* – the internal side yard building setback where the back of a building faces a side lot line from 6.0m to 4.9m (for Unit 13);
- *Section 8.3.5 (3)* – the internal side yard building setback where the back of a building faces a side lot line from 6.0m to 3.9m (for duplex Units 37&38);
- *Section 8.3.5 (3)* – the side yard setback from 1.5m to 0.5m (for Unit 40);
- *Section 8.3.10 (1)* – the landscape screen adjacent to an adjoining property line from 3.0m in width to 1.75m (adjacent to Unit 25);
- *Section 8.3.10 (1)* – the landscape screen adjacent to an adjoining property line from 3.0m in width to 1.5m (adjacent to Unit 40);
- *Section 8.3.10 (1)* – the landscape screen adjacent to an adjoining property line from 3.0m in width to 1.0m (for a length of approximately 49m along Road D);
- *Section 7.1.6 (8)* – the minimum distance between the face of a garage or carport to a property line or internal roadway from 6.0m to 5.5m (for Unit 13);
- *Section 7.1.6 (8)* – the minimum distance between the face of a garage or carport to a property line or internal roadway from 6.0m to 5.8m (for duplex Units 37&38);
- *Section 6.8.1* – the front yard fence height from 1.25m to 2.0m (for duplex Units 39&40).

Development Permit with Variances No. 1625 is subject to the following conditions:

1. Development must be in conformance with the plans and elevations contained in *Schedule No. 1 (Overall site plan, Phasing plan and Fencing plan), No. 2 (Architectural Drawings), No. 3 (Landscape Drawings), No. 4 (Construction Phase Environmental Management Plan), and No. 5 (Sediment & Erosion Control and Riparian Protection Plan drawing)*.
2. Landscaping must be completed within six months of the date of issuance of the occupancy permit by the City;
3. Minimum depth of topsoil or amended organic soil on all landscape areas as follows: shrubs – 450mm; groundcover and grass – 300mm; trees – 300mm around and below the root ball;
4. BC Society of Landscape Architects Schedules L-1 and L-2 must be submitted prior to issuance of a building permit;
5. All building, site and sign lighting must be full cut off, flat lens in accordance with the City's Dark Skies Policy. All proposed lighting must be approved by the City prior to installation;
6. Parking areas must be developed in accordance with Zoning Bylaw No. 2500, 2007, Division 7, Off-Street Parking and Loading Spaces. Visitor parking must be clearly identified and these areas must be maintained for visitor parking;
7. A sign permit shall be obtained prior to installation of a development identification sign;
8. Issuance of an Environmental Development Permit for habitat compensation pond and stormwater management pond detailed design approval prior to any works occurring on Lot B, District Lot 230, Comox District Plan EPP13210, or within the park land – Streamside Protection and Enhancement Area (SPEA). Site preparations may occur on Lot B, District Lot 230, Comox District Plan EPP13210, with the exception of soil or fill deposit or removal as per the Fill Placement and Soil Removal Bylaw No. 2359.
9. The park land-SPEA boundary is to be delineated by a BC Land Surveyor or Registered Professional Biologist (R.P.Bio) with temporary snow fencing prior to any development activities occurring on site, including vegetation removal and soil disturbance;
10. Prior to any vegetation removal during active nesting season for this region (March 1-August 31), a nesting scan must be conducted by the R.P.Bio and submitted to the City;
11. Stormwater, Sediment and Erosion control measures shall generally conform to the *Construction Phase Environmental Management Plan (Schedule No.4)* and *Suggested Sediment & Erosion Control and Riparian Protection Plan drawing (Schedule No. 5)*, and be in place on the development site throughout all phases of development, including at times when no development activities are occurring on site and during times of individual building construction;
12. Regular environmental monitoring inspections shall occur as described in the *Construction Phase Environmental Management Plan (Schedule No.4)*, and reports shall be submitted to the City every two weeks throughout construction. These reports shall provide brief comment with respect to construction activities and mitigation measure performance during this period, including photo documentation. Environmental monitoring shall occur on all on-site and off-site works that may have impact on environmentally sensitive areas including ditches. The environmental monitor is expected to advise on any recommendations to achieve the objectives of environmental protection

S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\DPwV 1625 - draft.docx

as outlined in the *Construction Phase Environmental Management Plan* and shall keep records of these recommendations and their implementation. The environmental monitor has the authority to halt works that may be impacting any environmentally sensitive features;

13. Whenever development activities cease for whatever reason and are expected to be absent for more than 2 weeks, the environmental monitor shall provide a report to the City confirming that the site is performing well from an environmental performance perspective and may be left unattended for a defined period of time. Once development activities resume, the environmental monitor is to be alerted of the commencement of works by the applicant and the monitor is to resume their 2 week reporting schedule;
14. Environmental monitoring securities in the amount of (125% X \$13,430.00) \$16,787.50 be submitted upon issuance of DPwV No. 1625;
15. Submission of landscape security in the amount of (125% X \$237,135.00) \$296,418.75 prior to application for Building Permit;
16. Submission of security for fencing in the amount of (125% X \$138,345.00) \$172,931.25 prior to application for Building Permit;
17. Submission of security for playground equipment in the amount of (125% X \$4,715.00) \$5,893.75 prior to application for Building Permit.

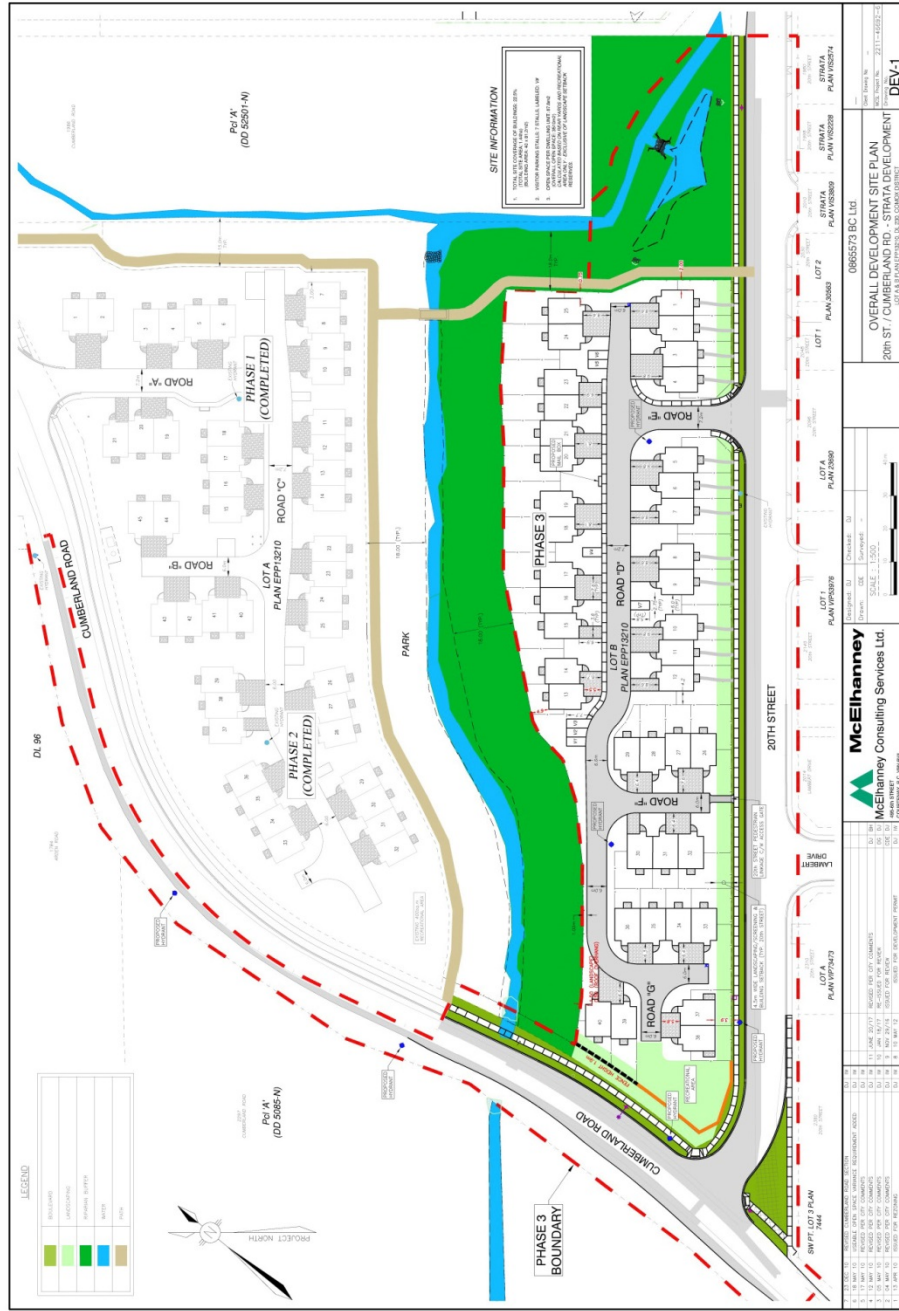
Time Schedule of Development and Lapse of Permit

That if the permit holder has not substantially commenced the construction authorized by this permit within (12) months after the date it was issued, the permit lapses.

Date

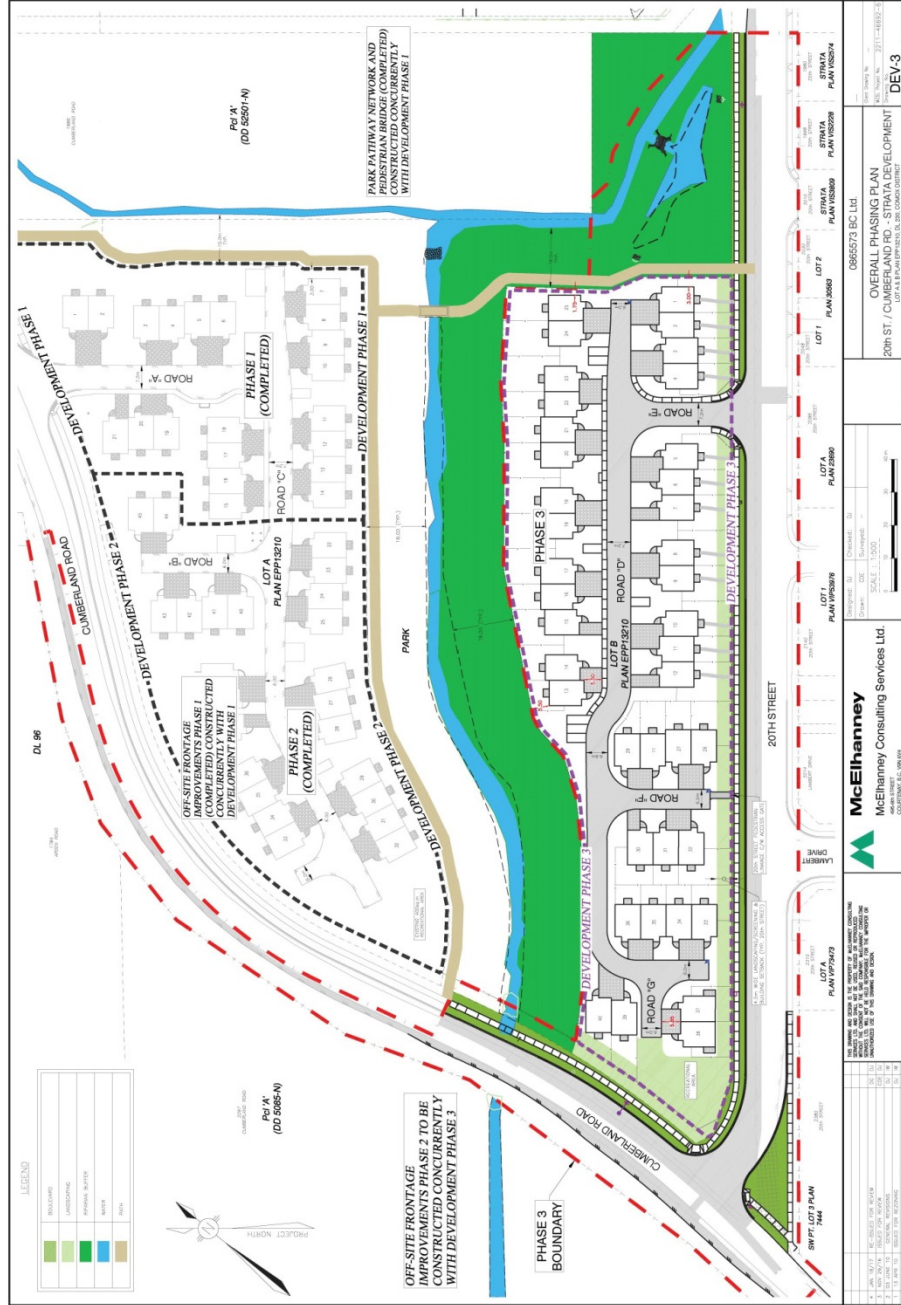
Director of Legislative Services

Schedule No. 1: Overall site plan



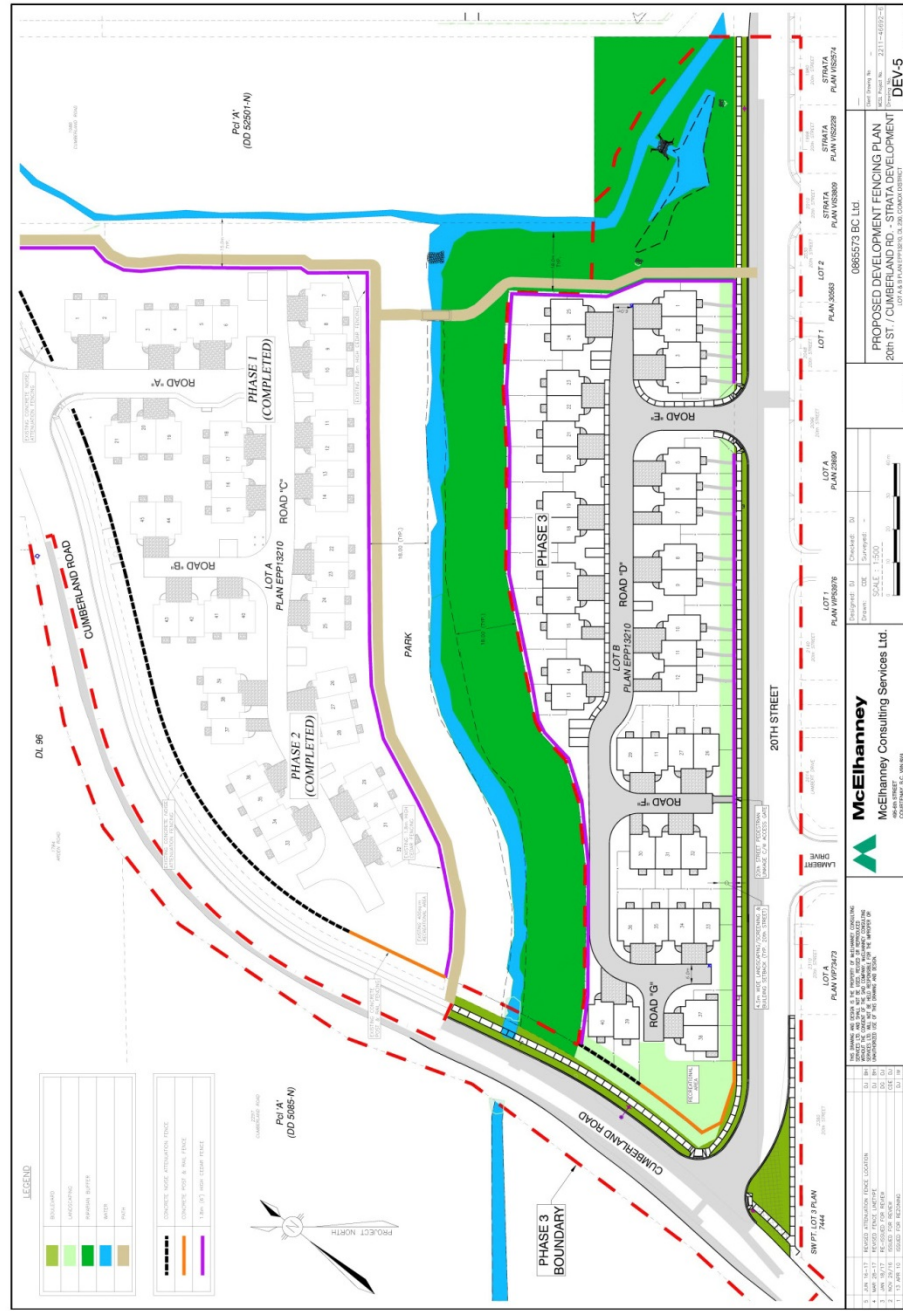
S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\DPwV 1625 - draft.docx

Schedule No. 1: Phasing plan



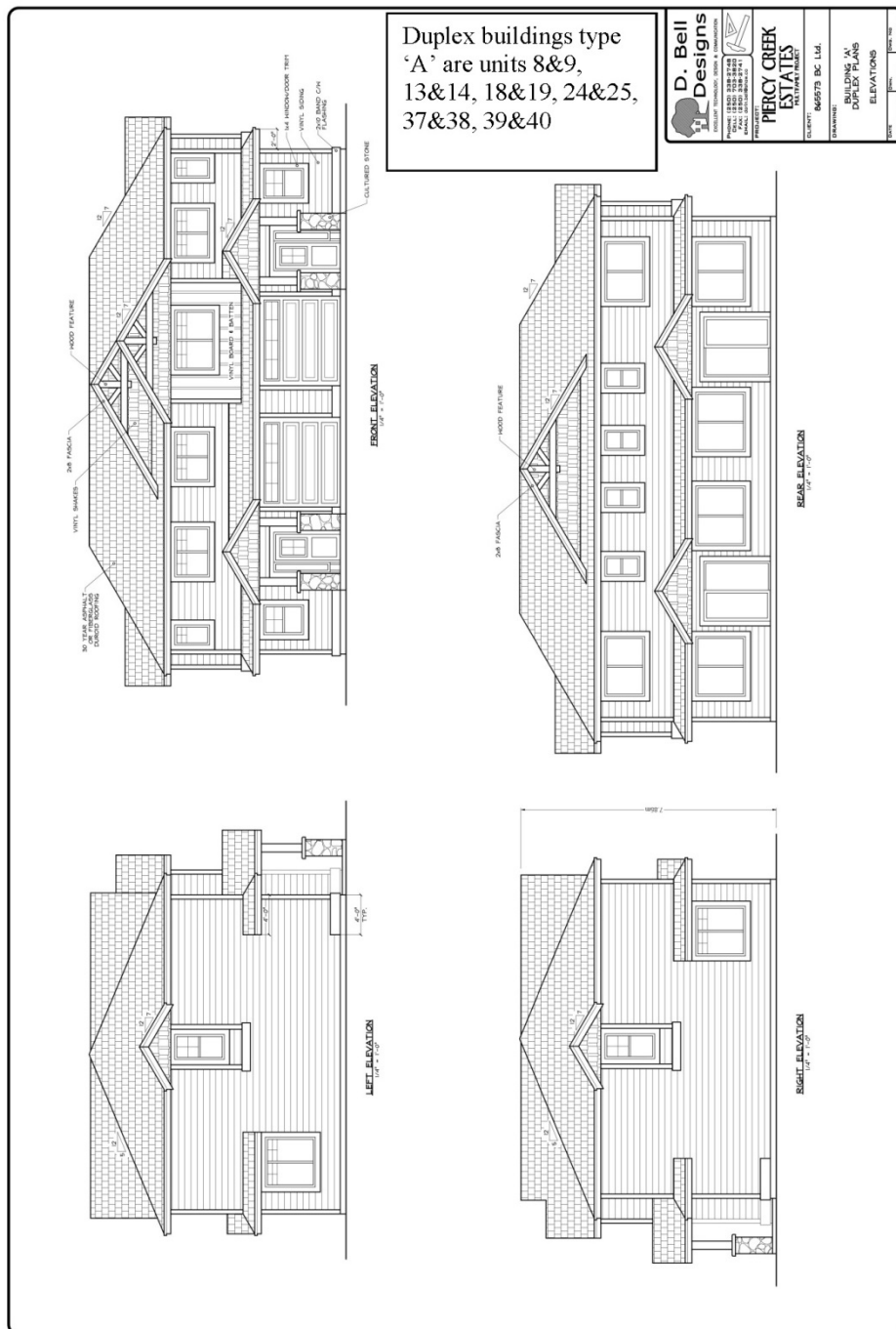
S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\DPwV 1625 - draft.docx

Schedule No. 1: Fencing plan



S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\DPwV 1625 - draft.docx

Schedule No. 2: Architectural Drawings - Elevations



S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\Permit.docx

Schedule No. 2: Architectural Drawings - Elevations

Triplex buildings type 'B' are units 5-7, 10-12, 15-17, 30-32

D. Bell Designs
DESIGNER ARCHITECTURE INTERIOR DESIGN & CONSTRUCTION

PIERCY CREEK ESTATES PHASE 3

PROJECT: 1625
 2077 20TH STREET
 VANCOUVER, BC V6L 2C2

CLIENT: 880975 BC LUL

DRAWING: ELEVATIONS FOR
 3 TRIPLEX PLANS
 ELEVATIONS

DATE: 04.05.2014	SCALE: 1/8" = 1'-0"
DRAWN BY: [Name]	CHECKED BY: [Name]

Schedule No. 2: Architectural Drawings - Elevations

Fourplex buildings type 'D' are units 1-4, 20-23, 26-29, 33-36

FRONT ELEVATION
100' x 112'

REAR ELEVATION
100' x 112'

LEFT ELEVATION
100' x 112'

RIGHT ELEVATION
100' x 112'

D. Bell Designs
 CONSULTING ARCHITECTURE, INTERIOR DESIGN & CONSTRUCTION
 10850 165TH AVE. SUITE 100
 SHERBOURNE, ONTARIO L4W 1Y6
 (905) 882-9000
 WWW.DBELLDIGNS.COM

PIERCY CREEK ESTATES
 UNIT #1625 PERMIT

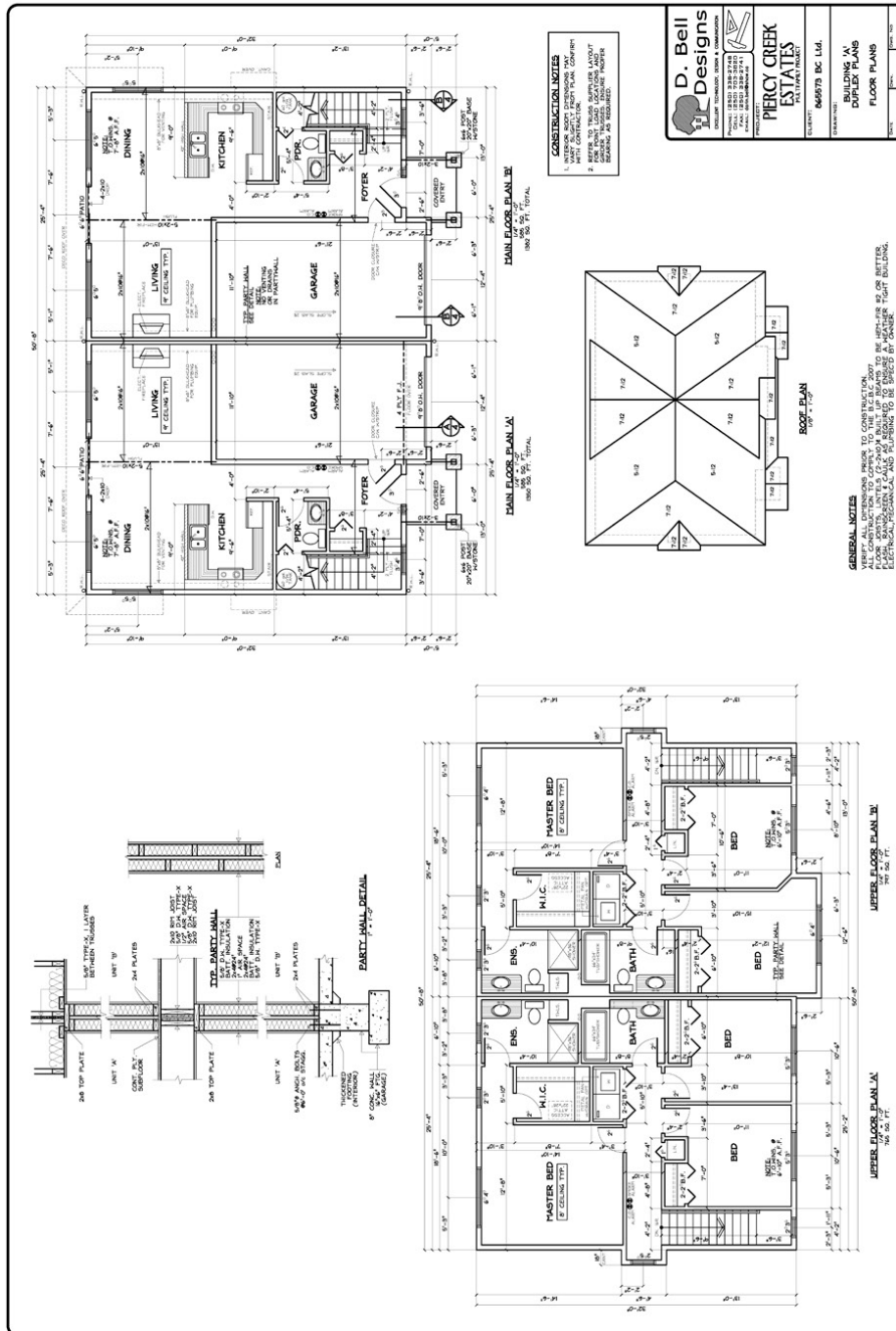
CLIENT: 1625/20 ST. L.L.D.
 DRAWING: 1625/20 ST. L.L.D.
 BUILDING 'D'
 4 PLEX PLANS
 ELEVATIONS

DATE: 2017.06.26
 SCALE: AS SHOWN
 SHEET NO. 1625/20 ST. L.L.D.

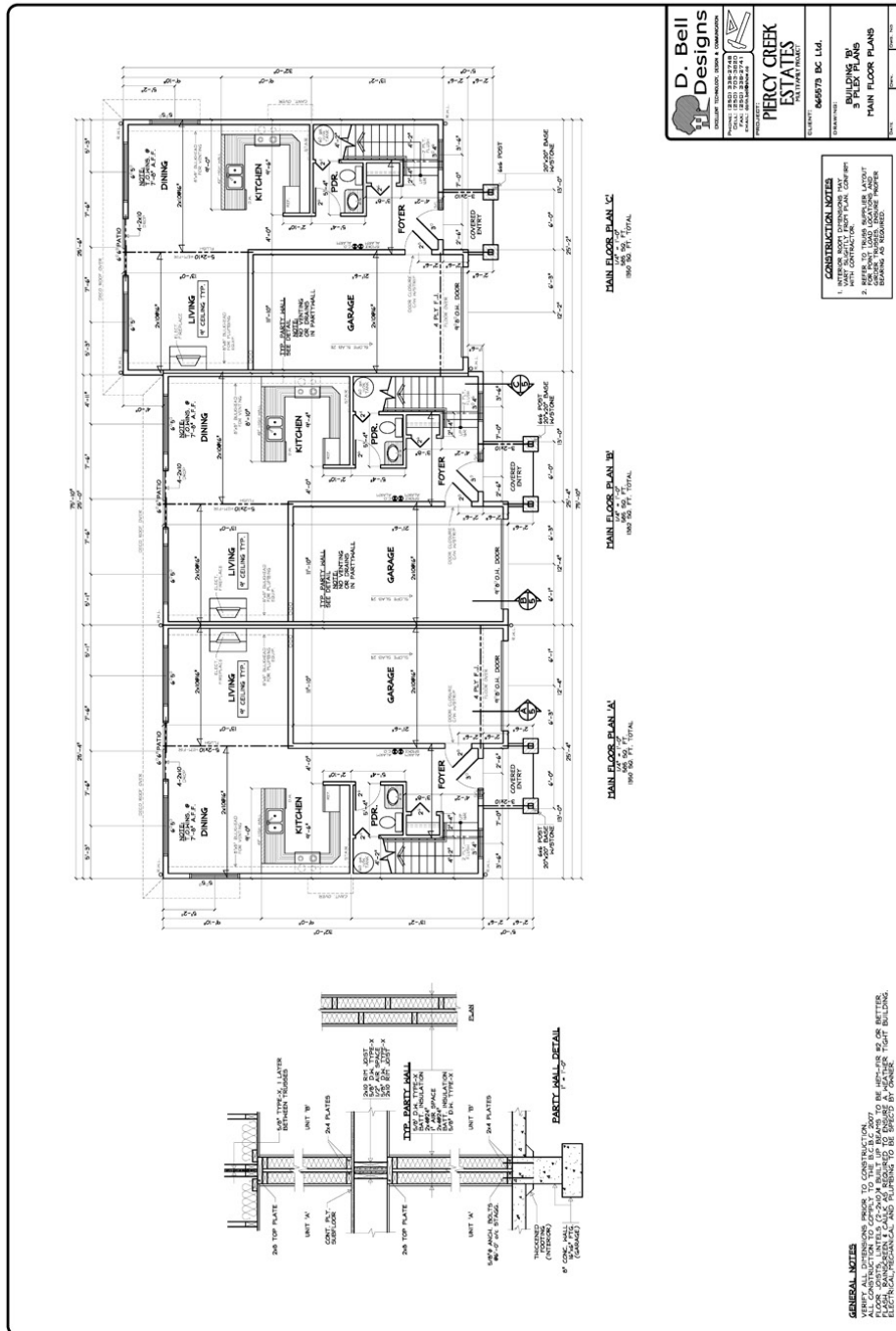
S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\Permit.docx

83

Schedule No. 2: Architectural Drawings - Floorplans



Schedule No. 2: Architectural Drawings - Floorplans



D. Bell Designs
 CONSULTING ARCHITECTS & ENGINEERS
 2030 16TH STREET S.E. SUITE 200
 VANCOUVER, BC V8M 2P6
 TEL: 604-275-1234
 FAX: 604-275-1235
 WWW.DBDESIGNS.COM

PERCY CREEK ESTATES
 PHASE 3 UNIT PLAN

PROJECT: 1625/20
 DRAWING: 1625/20-03A
 DATE: 07/17/17

SCALE: 1/8" = 1'-0"

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

CONSTRUCTION NOTES

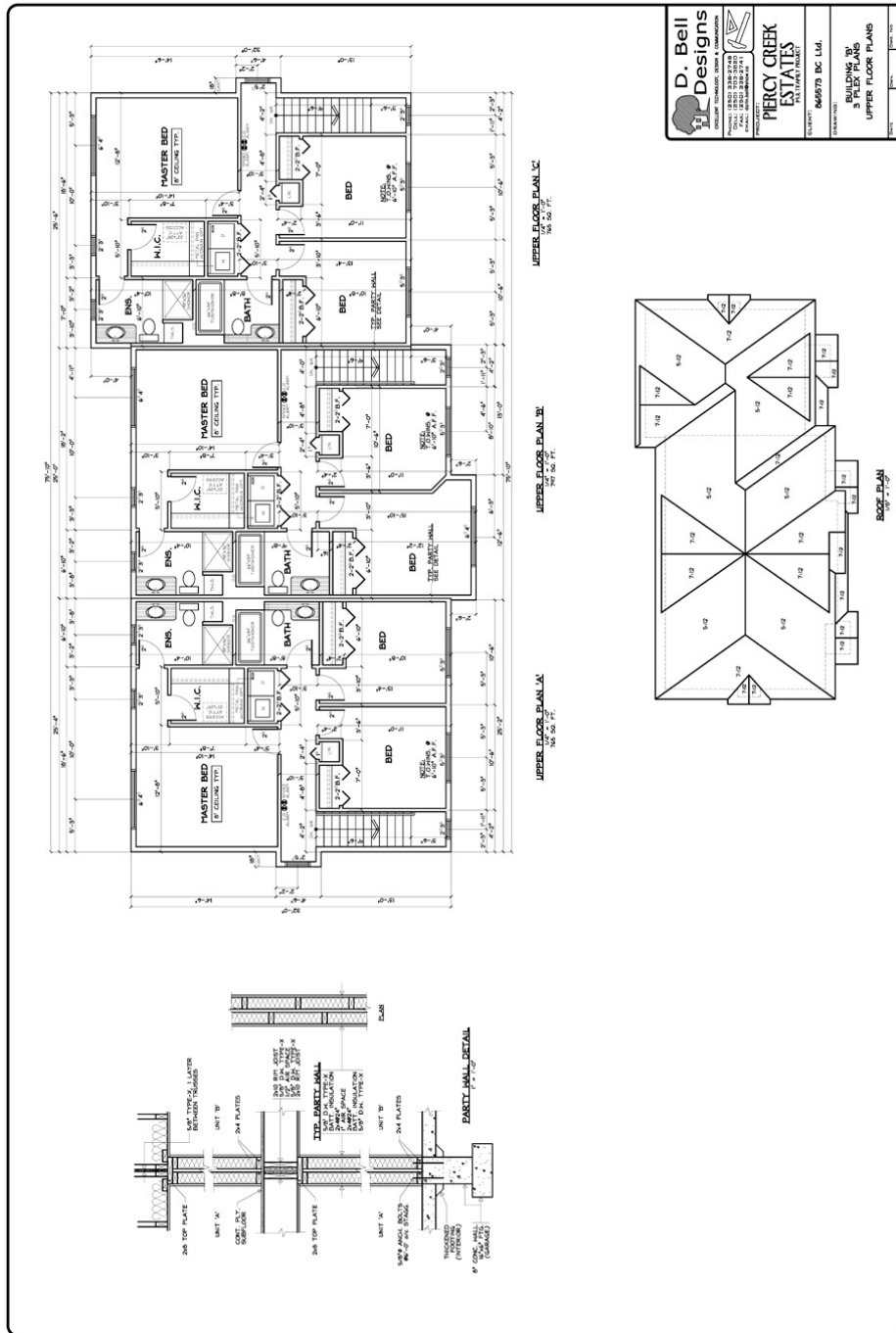
1. VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
2. REFER TO YOUR SUPPLIER LAYOUT FOR MATERIAL SPECIFICATIONS AND FINISHES.
3. VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
4. VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.

GENERAL NOTES

VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
 ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE TO FACE UNLESS NOTED OTHERWISE.
 ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE TO FACE UNLESS NOTED OTHERWISE.
 ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE TO FACE UNLESS NOTED OTHERWISE.

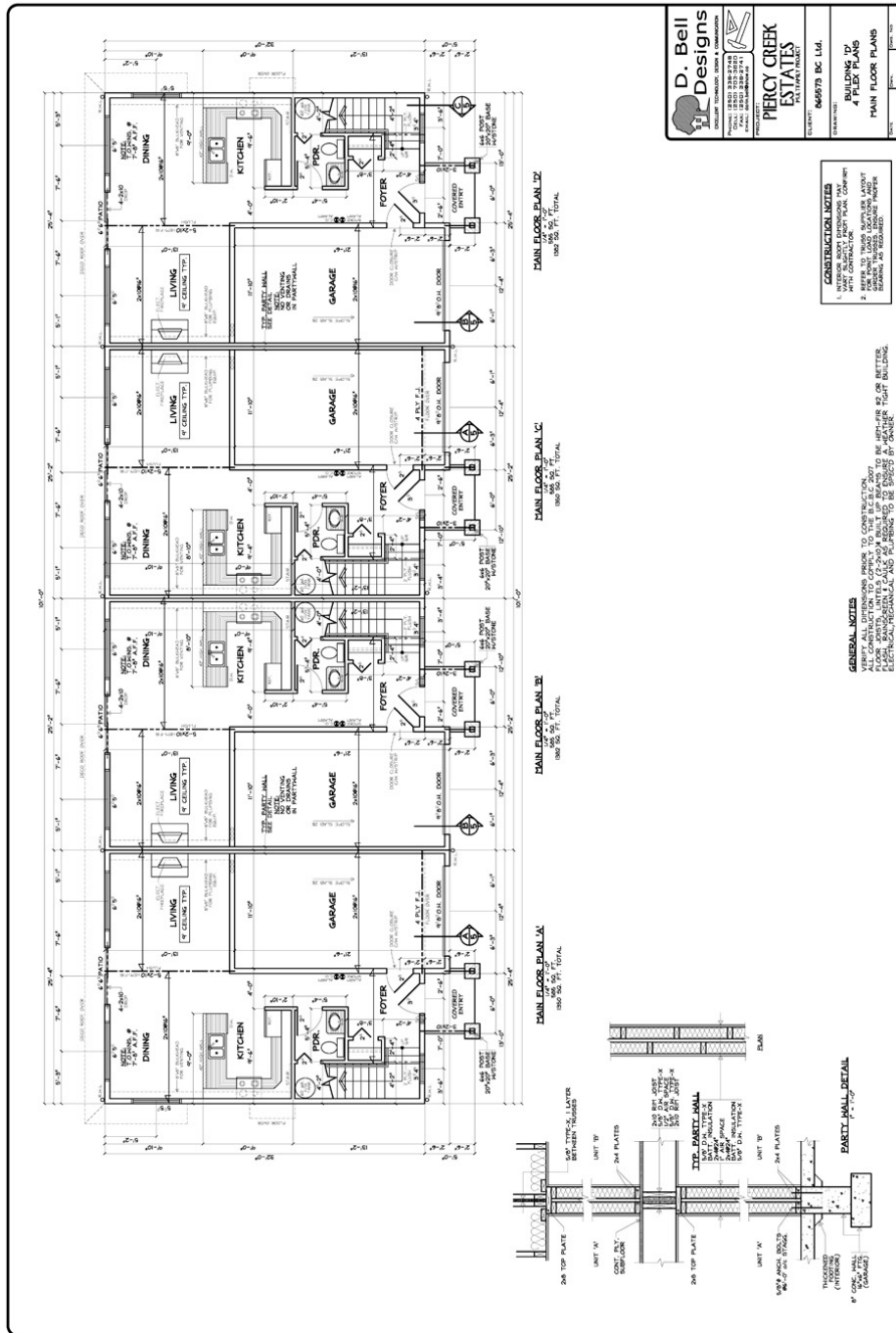
S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\Permit.docx

Schedule No. 2: Architectural Drawings - Floorplans



S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\Permit.docx

Schedule No. 2: Architectural Drawings - Floorplans



D. Bell Designs
 ARCHITECTURAL DESIGN & CONSTRUCTION
 1100 10th Street, Suite 100
 Victoria, BC V8W 2E2
 Phone: (250) 383-1111
 Fax: (250) 383-1112
 Email: dbell@dbelldesigns.com

PIERCY CREEK ESTATES
 PHASE 3 UNIT #1625

PROJECT: 1625/20
 DATE: 07/17/17

ISSUED FOR: BUILDING PERMIT
 DRAWING NO.: 1625-01
 SHEET NO.: 1 OF 1

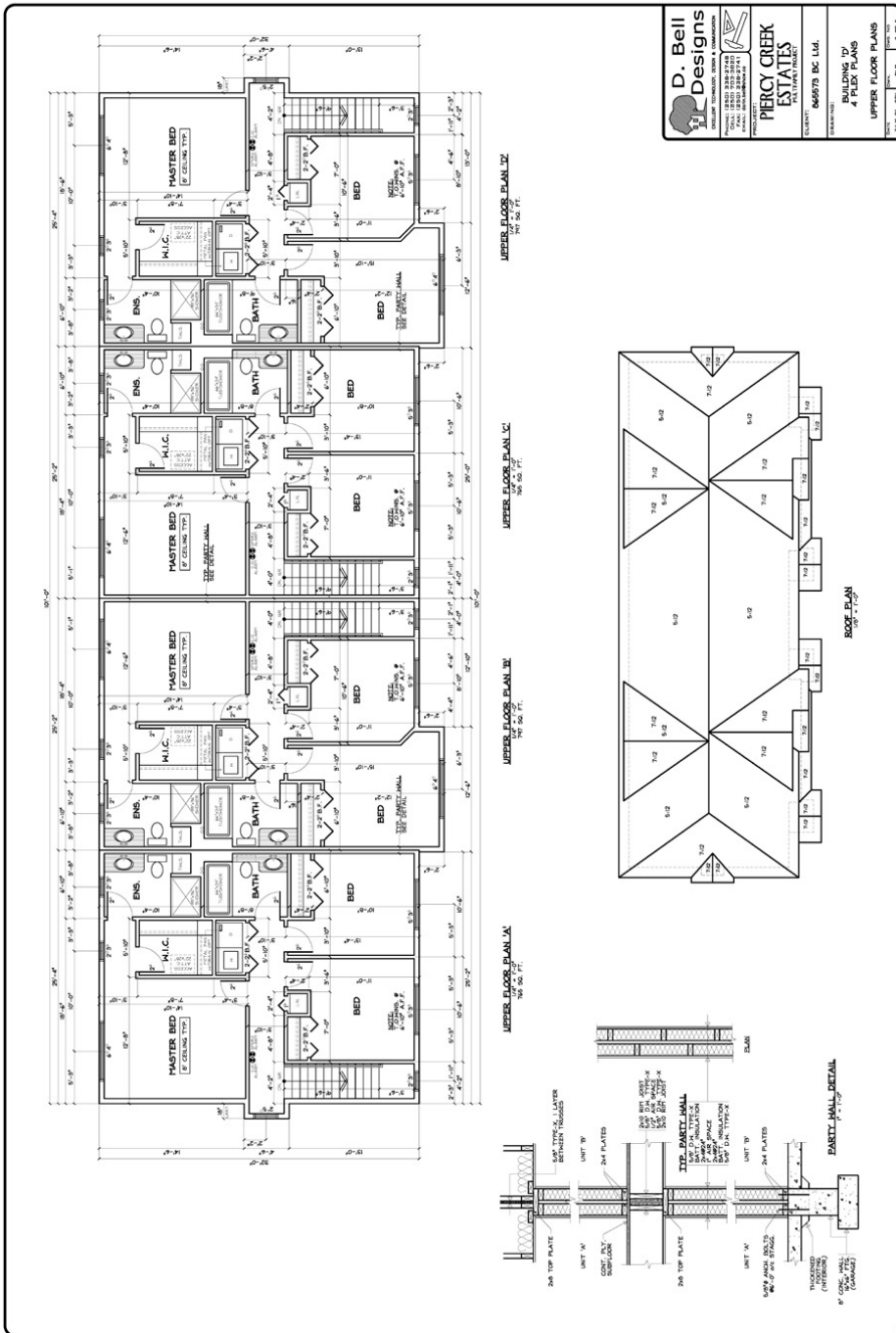
- CONSTRUCTION NOTES**
1. UNIT #1625 IS A PIERCY CREEK ESTATES UNIT.
 2. REFER TO THESE NUMBER LAYOUT FLOOR PLANS FOR THE UNIT'S LAYOUT.
 3. REFER TO THESE NUMBER LAYOUT FLOOR PLANS FOR THE UNIT'S LAYOUT.
 4. REFER TO THESE NUMBER LAYOUT FLOOR PLANS FOR THE UNIT'S LAYOUT.

GENERAL NOTES

VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
 VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
 VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
 VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
 VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.

S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\Permit.docx

Schedule No. 2: Architectural Drawings - Floorplans



S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\Permit.docx

Schedule No. 2: Architectural Drawings – Colour Scheme



FRONT ELEVATION - 2 PLEX
VIEW CORRIDOR



FRONT ELEVATIONS - 3 PLEX
VIEW CORRIDOR



FRONT ELEVATIONS - 4 PLEX
VIEW CORRIDOR

S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\Permit.docx

Schedule No. 2: Architectural Drawings – Colour Scheme



**Piercy Creek Estates
Colour Scheme #1**

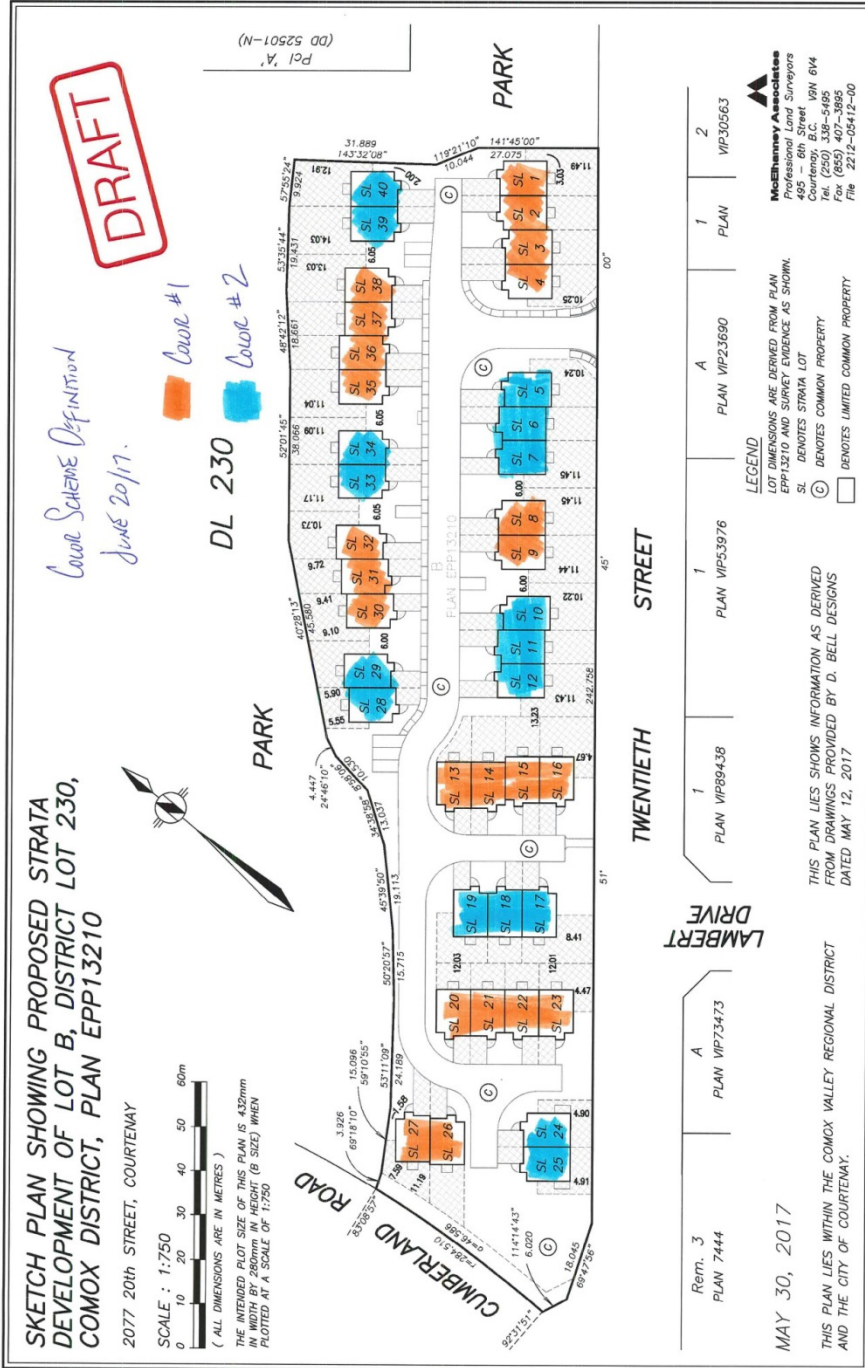
Shingles & Ridgecap:	Cambridge Collection – Colour: Dual Black
Vinyl Siding:	Gentek – Colour: Storm 631
Hardiplank Board & Batton:	Bump Outs & Shingles (Gables)- Colour – Night Grey
Timber Accents:	Gables & Front Posts – Colour: Espresso
Stone on Front Posts:	Pangaea Natural Stone - Colour: Westcoast Quartzite (Ledgestone)
Window Trims:	Benjamin Moore – Flint AF-560
Bargeboard:	Benjamin Moore – Dolphin AF-715



**Piercy Creek Estates
Colour Scheme #2**

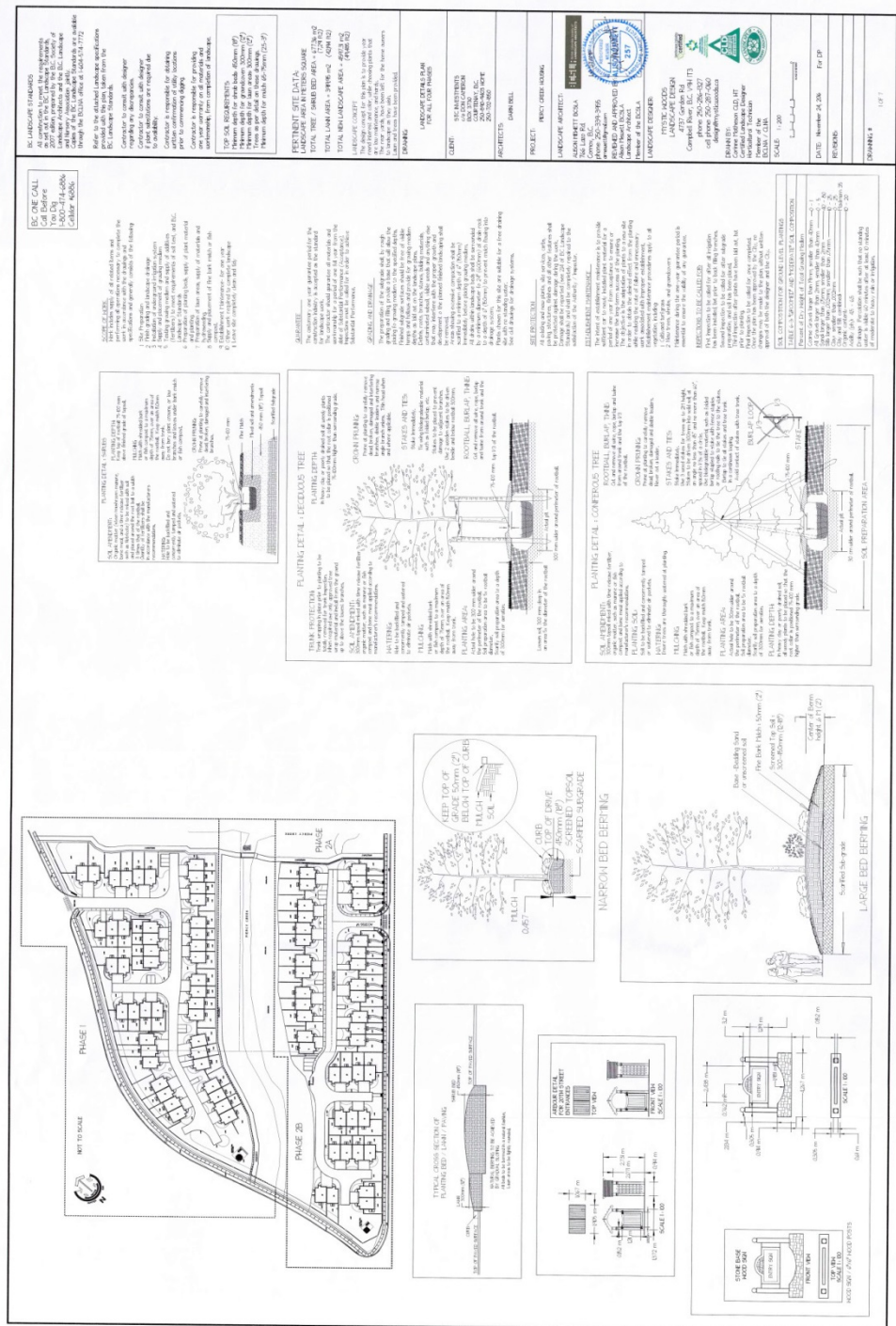
Shingles & Ridgecap:	Cambridge Collection – Colour: Dual Black
Vinyl Siding:	Gentek – Colour: Storm 631
Hardiplank Board & Batton:	Bump Outs & Shingles (Gables)- Colour – Pearl Grey
Timber Accents:	Gables & Front Posts – Colour: Espresso
Stone on Front Posts:	Pangaea Natural Stone - Colour: Westcoast Quartzite (Ledgestone)
Window Trims:	Benjamin Moore – Metropolitan AF-690
Bargeboard:	Benjamin Moore – Dolphin AF-715

Schedule No. 2: Architectural Drawings – Colour Scheme

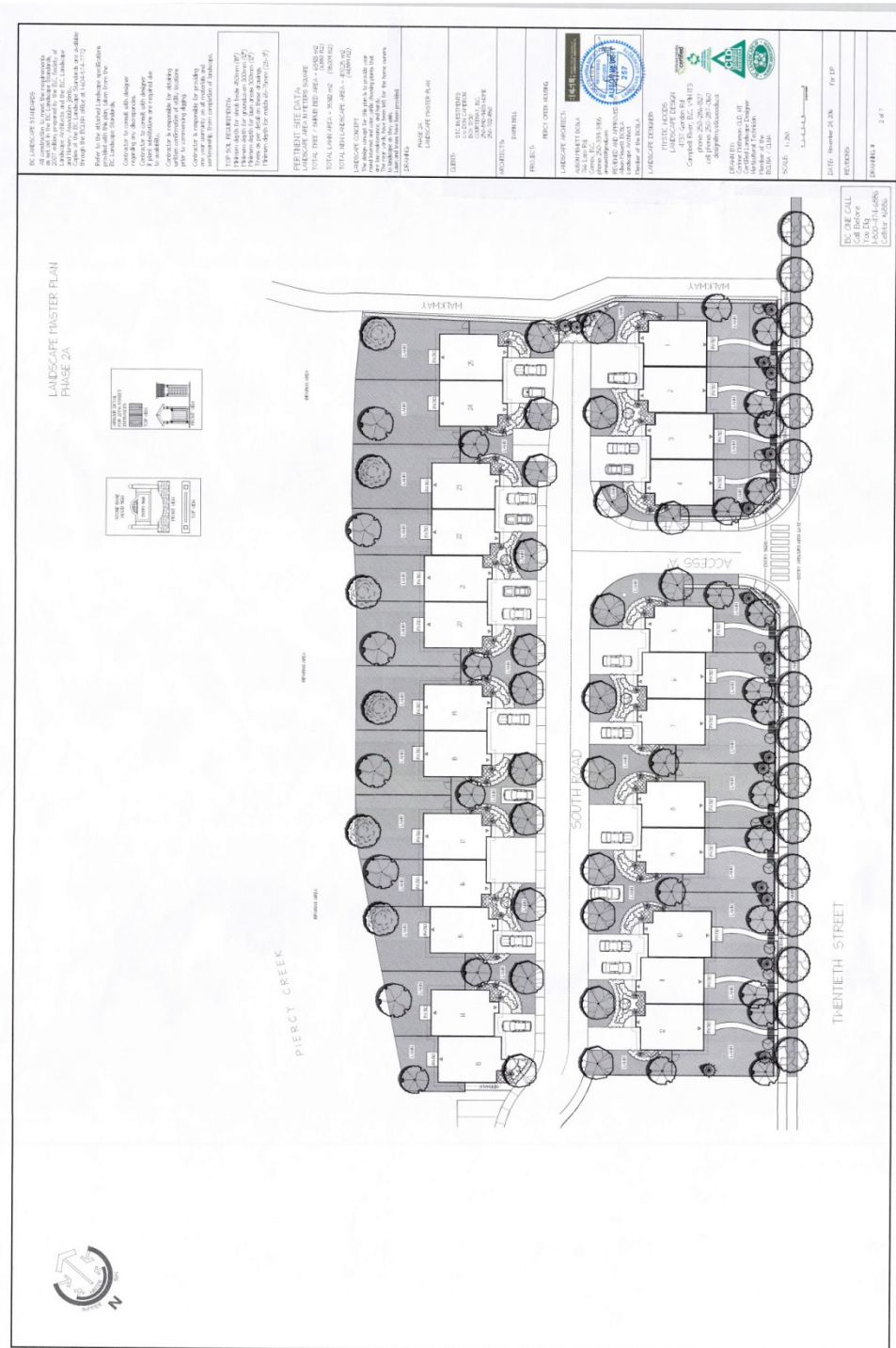


S:\P\2017\1625\Development\1625\2077 20th St\Arch\1625\1625_2077_20th_St_Arch\1625_2077_20th_St_Arch_Schedule No. 2: Architectural Drawings - Colour Scheme.dwg

Schedule No. 3: Landscape Drawings



Schedule No. 3: Landscape Drawings

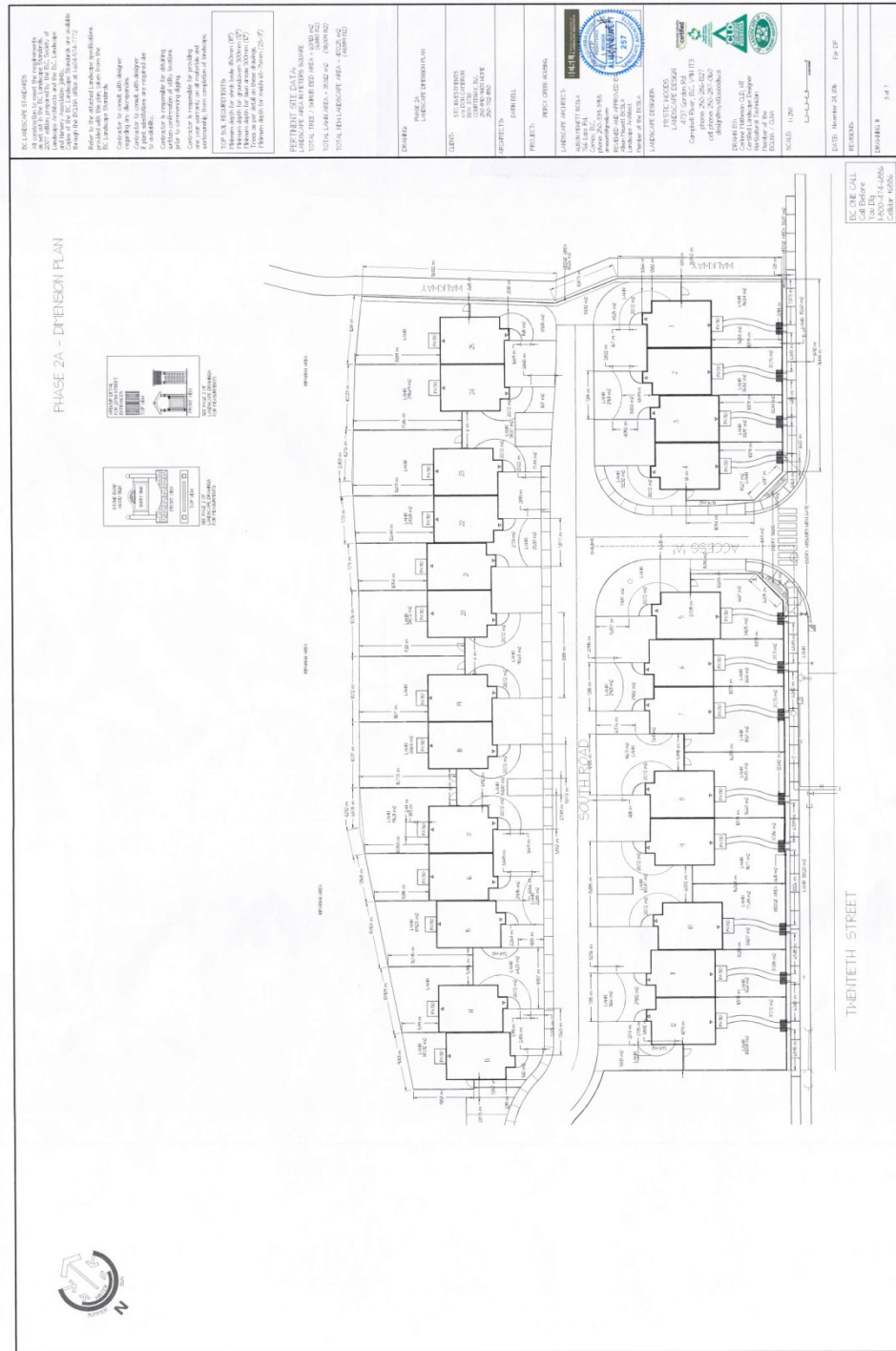


ALL LANDSCAPE SPECIFICATIONS SHALL BE AS SHOWN AND SHALL BE SUBJECT TO THE CHANGES AND/OR VARIANCES REQUIRED BY THE LOCAL HEALTH DEPARTMENT FOR THE USE OF THE LANDSCAPE SPECIFICATIONS. THESE SPECIFICATIONS SHALL BE SUBJECT TO THE CHANGES AND/OR VARIANCES REQUIRED BY THE LOCAL HEALTH DEPARTMENT FOR THE USE OF THE LANDSCAPE SPECIFICATIONS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND THE LOCAL GOVERNMENT FOR THE USE OF THE LANDSCAPE SPECIFICATIONS.

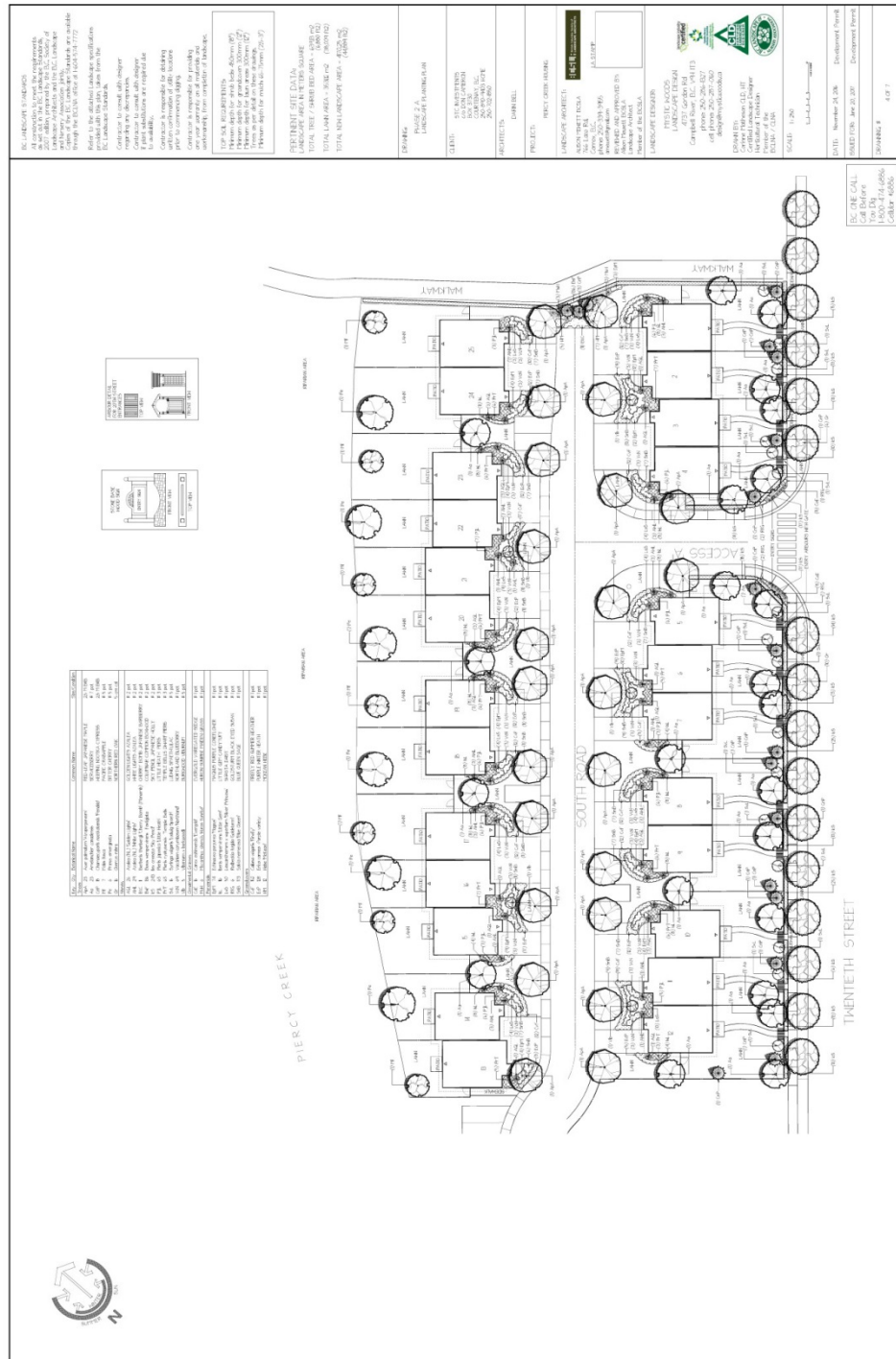
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND THE LOCAL GOVERNMENT FOR THE USE OF THE LANDSCAPE SPECIFICATIONS.

Schedule No. 3: Landscape Drawings

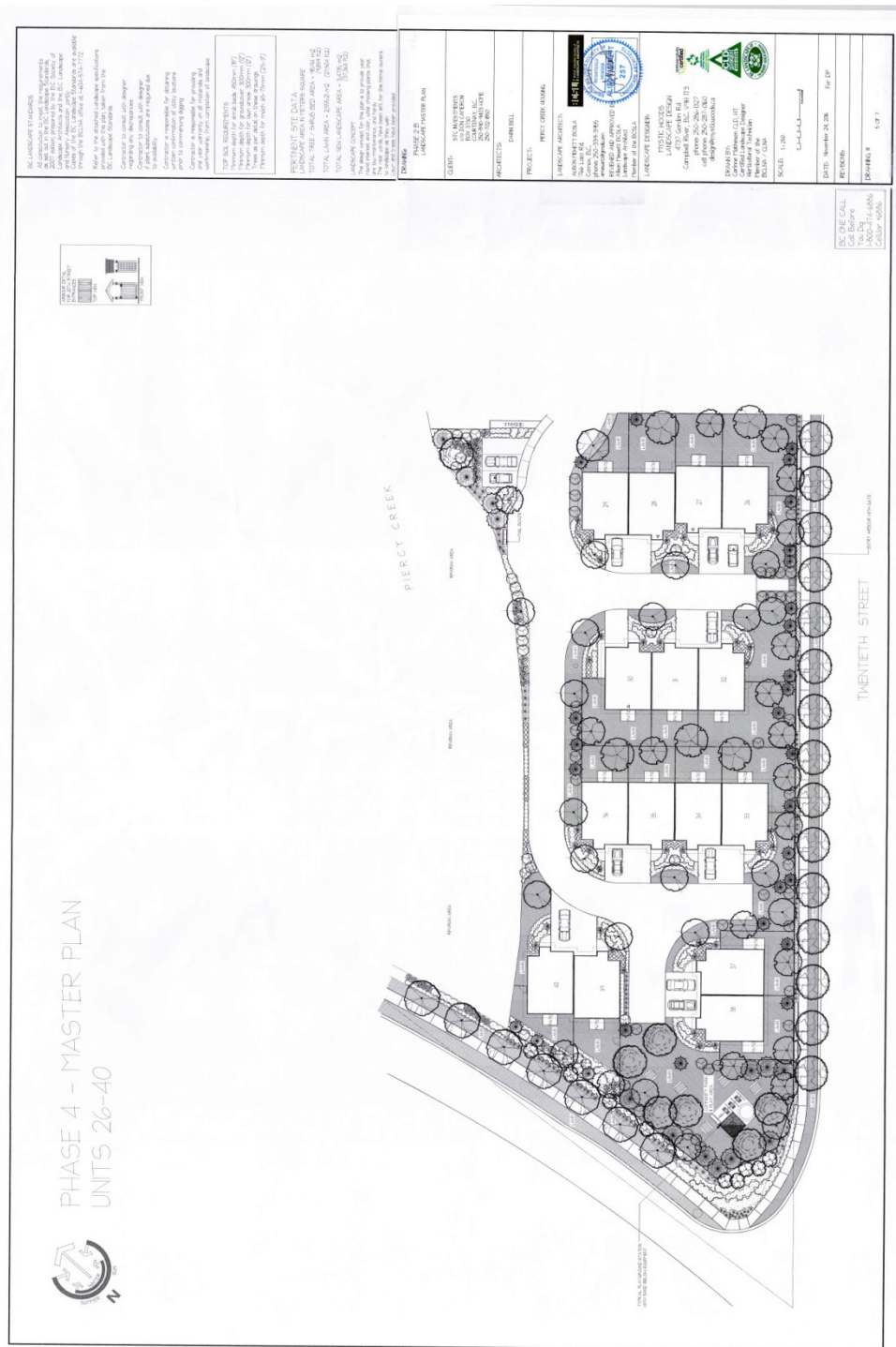


S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\Permit.docx

Schedule No. 3: Landscape Drawings



Schedule No. 3: Landscape Drawings



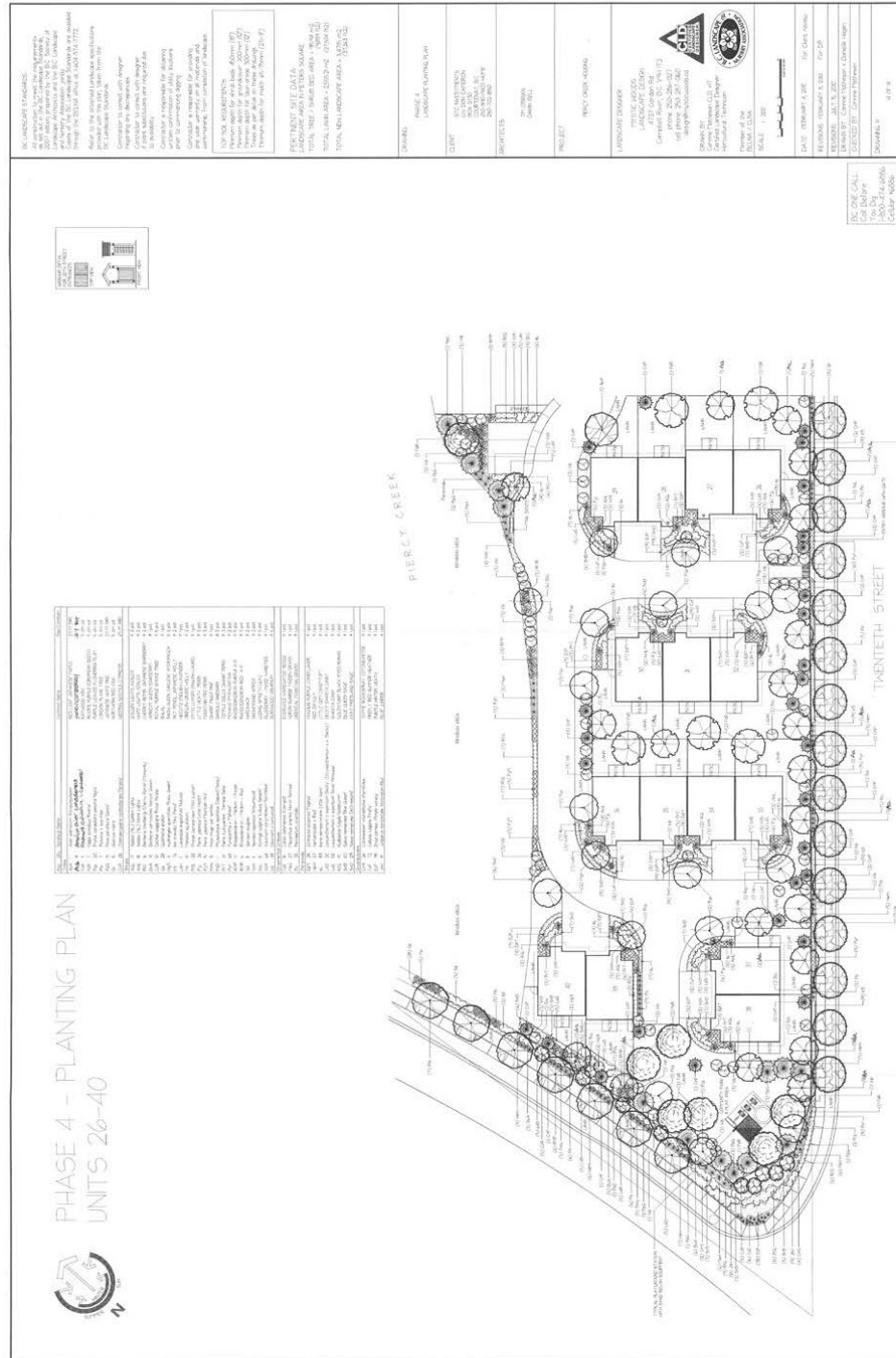
<p>ALL LANDSCAPE STANDARDS:</p> <p>1. All plant material shall be native or adapted to the local climate and soil conditions.</p> <p>2. All plant material shall be of good quality and free from disease and insect damage.</p> <p>3. All plant material shall be planted at the proper depth and spacing.</p> <p>4. All plant material shall be watered and mulched as required.</p> <p>5. All plant material shall be maintained in a healthy condition throughout the life of the project.</p>	
<p>PLANTING SCHEDULE:</p> <p>Planting shall be completed within the following timeframes:</p> <ul style="list-style-type: none"> 1. All plant material shall be planted within 14 days of the start of construction. 2. All plant material shall be watered and mulched within 7 days of planting. 3. All plant material shall be maintained in a healthy condition throughout the life of the project. 	
<p>PLANTING SPECIFICATIONS:</p> <p>1. All plant material shall be of good quality and free from disease and insect damage.</p> <p>2. All plant material shall be planted at the proper depth and spacing.</p> <p>3. All plant material shall be watered and mulched as required.</p> <p>4. All plant material shall be maintained in a healthy condition throughout the life of the project.</p>	
<p>PLANTING MATERIALS:</p> <p>1. All plant material shall be of good quality and free from disease and insect damage.</p> <p>2. All plant material shall be planted at the proper depth and spacing.</p> <p>3. All plant material shall be watered and mulched as required.</p> <p>4. All plant material shall be maintained in a healthy condition throughout the life of the project.</p>	
<p>PLANTING MAINTENANCE:</p> <p>1. All plant material shall be watered and mulched as required.</p> <p>2. All plant material shall be maintained in a healthy condition throughout the life of the project.</p>	
<p>PLANTING NOTES:</p> <p>1. All plant material shall be of good quality and free from disease and insect damage.</p> <p>2. All plant material shall be planted at the proper depth and spacing.</p> <p>3. All plant material shall be watered and mulched as required.</p> <p>4. All plant material shall be maintained in a healthy condition throughout the life of the project.</p>	
<p>PLANTING LEGEND:</p> <p>1. All plant material shall be of good quality and free from disease and insect damage.</p> <p>2. All plant material shall be planted at the proper depth and spacing.</p> <p>3. All plant material shall be watered and mulched as required.</p> <p>4. All plant material shall be maintained in a healthy condition throughout the life of the project.</p>	

Schedule No. 3: Landscape Drawings



S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\Permit.docx

Schedule No. 3: Landscape Drawings



S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\Permit.docx

Schedule No. 4: Construction Environmental Management Plan



**CONSTRUCTION ENVIRONMENTAL MANAGEMENT
PLAN FOR PIERCY CREEK ESTATES**

**Lot B PLAN EPP13210
D.L. 230 Comox District
Courtenay, BC**

Prepared for:
0865573 BC Ltd.

Prepared by:
Strategic Natural Resource Consultants Inc.
C. Hannah, RPBio
and
McElhanney Consulting Services Ltd.
D. Jensen, AScT
495 Sixth Street
Courtenay, BC V9N 6V4

2211-46692-6
March 1, 2017

Page 1 of 6

495 Sixth St
Courtenay BC
Canada V9N 6V4

Tel 250 338 5495
Fax 855 407 3895
mcelhanney.com

Schedule No. 4: Construction Environmental Management Plan



March 1, 2017
 Piercy Creek Estates / 46692-06
 Construction Environmental Management Plan (CEMP)

INTRODUCTION

This environmental management plan (CEMP) has been prepared on behalf of 0865573 BC Ltd. (dba Piercy Creek Estates), in support of City of Courtenay development permit and environmental development permit applications for the property legally identified as Lot B, Plan EPP13201, all of District Lot 230, Comox District. This report establishes guidelines to ensure development construction does not negatively impact on-site Piercy Creek riparian areas or watercourses.

Development Phase 3 consists of 40 multi family residential units on 1.44ha, and is located at the intersection of Cumberland Road and 20th Street. Piercy Creek delineates the north & east property lines, with 20th Street to the south.

The site generally slopes from west to east and was previously logged, the exception being riparian areas immediately adjacent to Piercy Creek. Invasive species such as Scotch Broom and Himalayan Blackberry now cover previously cleared areas.

In 2005, a Fisheries Act Authorization under Section 35(2) of the Canada Fisheries Act, was issued to 3L Developments for the purposes of realigning a portion of Piercy Creek and enhancing fish habitat. This authorization also established 18 m setbacks for Piercy Creek and 15 m setbacks for Tributary 10. (Setback distances have been reaffirmed for this project by letter from Doug Swift, Habitat Management Technologist, Fisheries and Oceans Canada (DFO), dated January 11, 2010.)

With the exception of proposed stormwater pond improvements, all development construction will occur outside riparian setback areas.

It is understood that no trespass of the riparian area will occur until stormwater pond designs are approved by both DFO and the Ministry of Environment (MoE).

CONTACT LIST

The following table lists key project personnel, respective roles, and contact information.

Name	Company	Tel.No.	Role
Don Cameron	0865573 BC Ltd , dba Piercy Creek Estates	250-702-1850	Owner
Cindy Hannah	Strategic	250-287-2246	Environmental Professional
Derek Jensen	McElhanney Consulting Services	250-338-5495	Project Engineer
Rich Feucht	City of Courtenay	250-334-4441	Municipal Engineer
Nancy Gothard	City of Courtenay	250-334-4441	Municipal Environmental Planner
TBD	Contractor		Contractor to be determined

Schedule No. 4: Construction Environmental Management Plan



March 1, 2017
Piercy Creek Estates / 46692-06
Construction Environmental Management Plan (CEMP)

COMMUNICATION PLAN

Prior to construction, a mandatory site meeting will be held with the above-noted key personnel as well as the contractor in attendance. This meeting will serve to:

- Introduce project personnel and review roles & responsibilities.
- Introduce the contractor to the on-site sensitive habitat areas, disturbance mitigation strategies, and sediment & erosion control measures.
- Establish communication protocol between all parties.

Should circumstances require additional environmental mitigation measures (beyond those noted in this document), the environmental professional shall provide to the contractor immediate written direction and oversee implementation.

Changes or additions to the environmental mitigation plan shall be made in writing and circulated to all key personnel within 24 hours.

ENVIRONMENTAL PROFESSIONAL RESPONSIBILITIES

Responsibilities of the environmental professional include:

- Review construction activities to ensure compliance with this document as well as municipal/ provincial/ federal regulations.
- Direct the contractor to implement additional or repair mitigation measures.
- Ensure sufficient emergency spill kits are on-site and ready for use.
- Ensure the contractor's crew are aware of the environmentally sensitive areas and the delineation boundary.
- Complete turbidity/suspended solids testing.
- Liaise with the municipal environmental Planner regarding construction activities and schedule.
- Contact provincial and/or federal agency representatives as required.
- Prepare and submit monthly environmental management summary reports to the Project Engineer, Municipal Environmental Planner, and contractor for review. These reports will provide brief comment with respect to construction activities and mitigation measure performance during this period.

ENVIRONMENTAL INSPECTION SCHEDULE

The environmental professional will be responsible for conducting one (1) site visit per week during on-site construction, or at a frequency dictated by the EM. Additional visits will be completed before and after significant rain events (any precipitation event which meets or exceeds the intensity or 20mm of total rainfall depth in a 24 hour period) or as construction activities dictate.

Page 3 of 6

Schedule No. 4: Construction Environmental Management Plan



March 1, 2017
Piercy Creek Estates / 46692-06
Construction Environmental Management Plan (CEMP)

Stormwater pond construction work within riparian areas will be completed under the direct supervision of the environmental professional.

All site inspection observations/ site directions shall be summarized in daily reports and submitted to the project engineer for circulation as required.

POTENTIAL CONSTRUCTION RELATED IMPACTS

Specific environmental concerns related to construction activities on the project include:

- Soil erosion and sediment transfer to receiving watercourses.
- Man and/or machine encroachment into riparian setback areas.
- Destruction of plant life within riparian setback areas.
- Hydrocarbon release into receiving watercourses.
- Spread of invasive plant species.

IMPACT MITIGATION STRATEGIES

The environmental professional will be responsible for ensuring all work is carried out in conformance with all federal and provincial regulations, such that construction work does not adversely affect watercourses or vegetation within the riparian setbacks.

The attached MCSL drawing 46692-6 A-16 Rev. 3, March 1, 2017 illustrates proposed sediment & erosion control measures, as well as environmental protection strategies to be employed. The contractor shall demonstrate conformance with these principles to the environmental professional (site review required) for approval and prior to construction. Written confirmation of acceptance by the environmental professional will be required. Highlights of this plan include:

- Primary sedimentation treatment through cut-off ditching with check dam installation. QEP to ensure location will not affect rooting area of vegetation within the SPEA.
- Secondary sedimentation treatment through on-site sediment control ponds. Ponds to be of adequate size to provide necessary sedimentation treatment prior to off-site discharge.
- Snow fence installation along riparian area boundaries.
- On-site spill kits to contain and remediate hydrocarbon spills.
- Postponement of construction activities during periods of heavy rain.
- Silt fence and containment ditching to be installed around on-site soil stockpiles prior to fall rains.

The environmental professional and municipal environmental planner has the authority to halt construction activities and implement additional mitigation measures or repair existing when needed.

Page 4 of 6

Schedule No. 4: Construction Environmental Management Plan



Storm pond construction within riparian setback areas will be completed between July 1 and September 15. A separate erosion/sediment control and riparian protection plan will be developed and submitted to the City of Courtenay for approval prior to work within riparian areas.

Invasive plant species will be removed and disposed of at the landfill or other approved disposal site. Scotch Broom management is most effective if removed prior to seed set (before mid June). Cutting the plants with minimal ground disturbance is the best method for removal. Himalayan blackberry should be cut and placed in tarps or bags before taking for disposal.

CONSTRUCTION SEQUENCE AND SCHEDULE

A construction sequence and schedule will be developed and circulated to all stakeholders once established.

CLOSURE

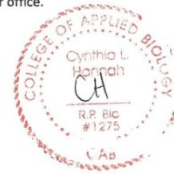
We trust this document demonstrates Piercy Creek Estates commitment to environmental stewardship and environmentally sustainable development. Should you have any questions regarding the information presented herein, we ask that you please contact our office.

Yours truly,

MCELHANNEY CONSULTING SERVICES LTD.

Derek Jensen, ASCT
McElhanney Consulting Ltd

Cindy Hannah, RPBio
Strategic Natural Resources



Enclosures

Cc: 0865573 BC Ltd., Don Cameron

REVISION HISTORY

Date	Status	Revision	Author
November 22, 2016	Final	original	CH / DJ
March 1, 2017	Final	2	CH / DJ

LIMITATION

Page 5 of 6

Schedule No. 4: Construction Environmental Management Plan



March 1, 2017
Piercy Creek Estates / 46692-06
Construction Environmental Management Plan (CEMP)

LIMITATION

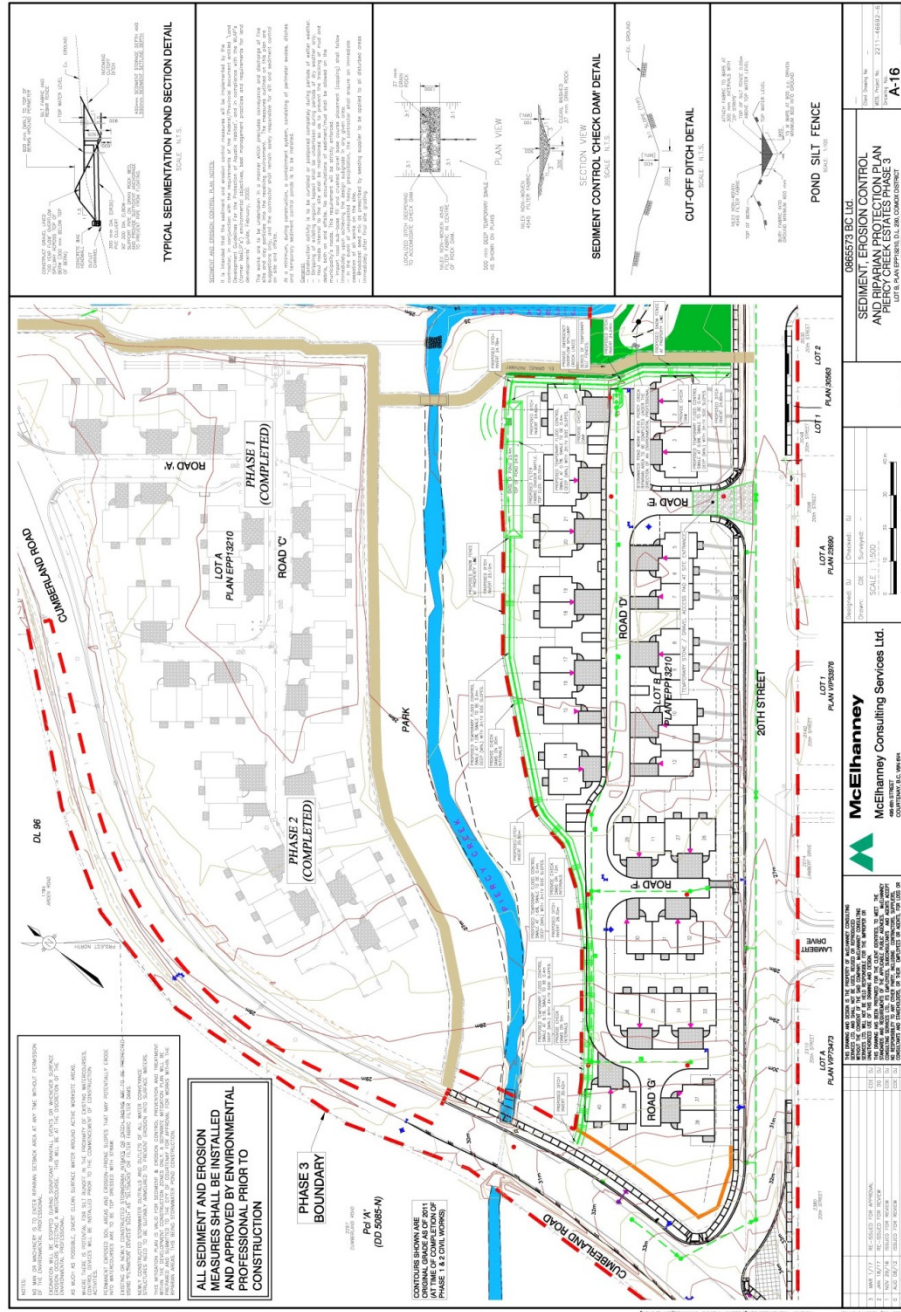
This report has been prepared for the exclusive use of 0865573 BC Ltd. The material in it reflects the best judgement of the Consultant in light of the information available to the Consultant at the time of preparation. As such, McElhanney, its employees, sub-consultants and agents will not be liable for any losses or other consequences resulting from the use or reliance on the report by any third party.

Page 6 of 6

G:\2211 Engineering\46000 - 46999\46692-6\from strategic\Mar 1 2017 46692-06 Environmental Management report.docx

S:\PLANNING\Development Applications\DP\2016\1625 DPwV-2077 20th St (PiercyCrPh3)\Permit\Permit.docx

Schedule No. 5: Sediment and Erosion Control and Riparian Protection Plan





BRIEFING NOTE

To: Council
From: Director of Recreation and Cultural Services
Subject: Pickleball and Tennis Conflicting Requests

File No.: 6120-02
Date: July 5, 2017

ISSUE:

The Pickleball Association is requesting that the City paints pickleball court lines on the tennis courts at Lewis Park. Further, they are requesting improvements to the existing multi-use courts at Martin Park. The Comox Valley Tennis Club does not support additional lines on the courts at Lewis. They do however support the improvements to Martin Park.

BACKGROUND:

Pickleball is an emerging sport in BC and is continuing to be a fast growing sport in North America. Tennis is also experiencing a growth period in Canada and in the Comox Valley. Both sports share a similar need for smooth and consistent outdoor court surfaces. The only courts in Courtenay that serve the needs of both sports are the four courts at Lewis Park.

Recreation staff work closely with each sport to ensure that their needs are met and requests are processed. It has been difficult to navigate the conflict between tennis and pickleball with the limited outdoor facilities provided. A similar situation has been experienced by our adjacent municipal partners as the Pickleball Association has been approaching each of the municipalities with similar requests. Indoor space has been provided in other jurisdictions as well as in Courtenay for programs during inclement weather.

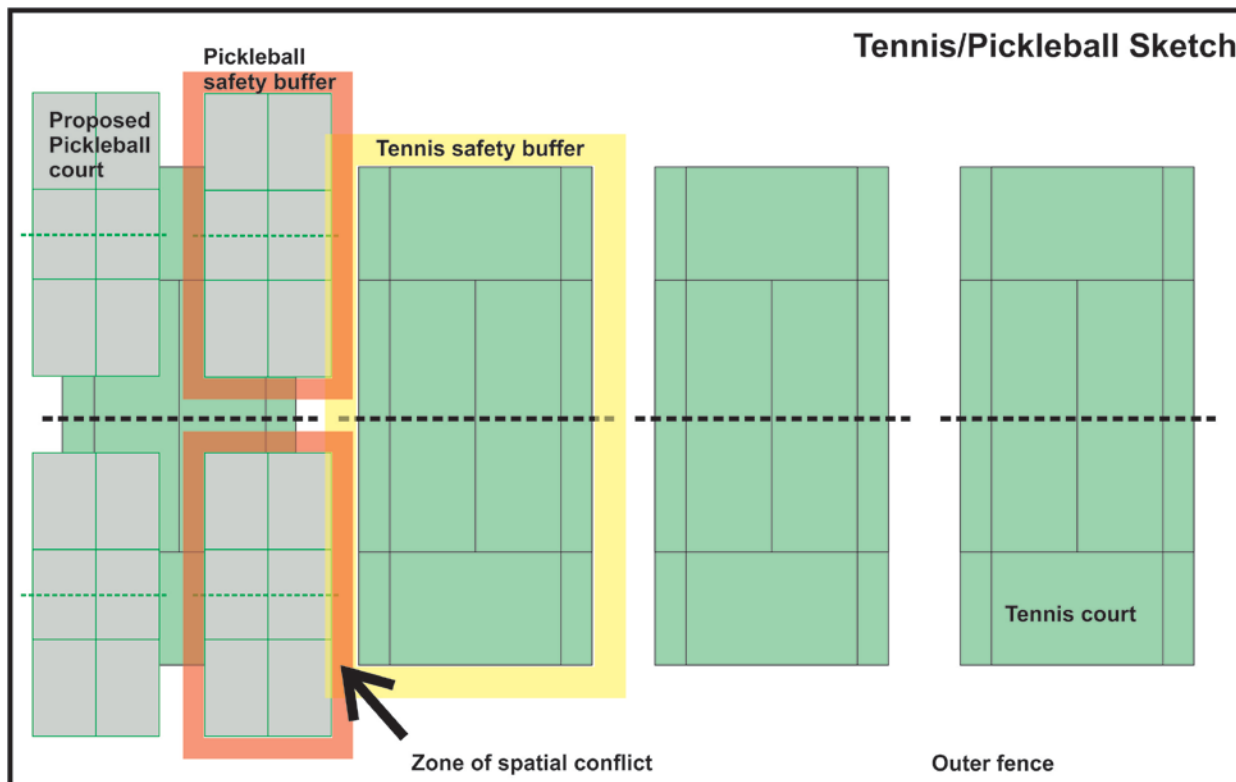
The CVRD Indoor Recreation Facilities Master Plan recommends that a task force be established to bring both pickleball and tennis together to look at solutions. Similarly, the City of Courtenay is undergoing a master plan process that will also provide an opportunity for dialogue on this issue in the fall of 2017.

The City offers both tennis and pickleball programming at a 'recreational' level. Higher level play is offered by their respective clubs and is not offered by the City in any sport. Tennis has donated funds for the improvement of facilities including equipment, court improvements and lighting. No similar offer has been received from pickleball to date.

Staff have asked both groups to allow these processes to facilitate equal consideration of their respective sports and that Council would then consider the resulting recommendations.

KEY CONSIDERATIONS:

A pickleball court is much smaller than a tennis court. The layout drawing below shows how 4 pickleball courts can fit into the space occupied by one tennis court. Each sport requires an over run safety buffer that would have to be shared in this configuration. Since there is a best practice of maintaining available courts for tennis drop in play, and based on this layout, the four courts at Lewis Park could yield up to 4 pickleball courts and 2 tennis courts. The need for a safety apron renders one court unusable. With the sports being in close proximity, and without proper special separation, there is a high probability of physical conflict.



The conflict is also one of audio disturbance since the impact of a pickleball to paddle is much louder than typically tolerable to tennis players.

Currently pickleball is played on the Martin Park lacrosse box as well as with taped lines on the tennis courts as a pilot project. Both court locations have large cracks and are in need of major repairs. The tennis courts at Lewis Park also have an identified conflict with softball/slo-pitch as fly balls often enter the courts. The Asset Management Working Group is aware of the condition of the infrastructure and the layout conflicts. This group formulates the proposed capital plans that are submitted to the CAO for review, and then to Council for consideration.

Staff communicated with both the pickleball and tennis clubs to ask them to participate in the City's parks and recreation master plan process and also the proposed taskforce identified by the CVRD. This is intended to provide a fair and open facilitated dialogue for the resolution of these conflicts.

Recommendations will then come back to Council for consideration.

Respectfully submitted,

Dave Snider MBCSLA
Director of Recreation and Cultural Services

Attachments:

1. *Comox Valley Pickleball Association Correspondence to Mayor and Council June 22nd*
2. *Letter Received from Comox Valley Tennis Club*



Comox Valley Pickleball Association
cvpickleball.ca

June 22nd, 2017

Mayor and Councillors
City of Courtenay



Dear Mayor Jangula and Councillors,

As you are aware the Comox Valley Pickleball Association is actively promoting the expansion of opportunities to play.

These efforts have led us to the Regional District, who have plans to complete a feasibility study this fall, which we hope will result in new Pickleball Courts at some point in the future.

No promises have been made however, and the popularity of the sport continues to grow.

As well as more players, the level of play is further developing and the sophistication of our members with respect to what constitutes a good playing surface has advanced.

Many members now recognize the short coming of the type of asphalt in the Highland and Martin Park Hockey Boxes. This material has a high proportion of coarse aggregate. I assume that this material was selected for its resistance to wear for ball hockey, but it is not favoured by racquet/paddle sports enthusiasts. Most tennis/pickleball courts are constructed with little to no coarse aggregate material and often have surfacing material applied, which greatly improves play.

Our request is that Pickleball lines be added to a few of the tennis courts in Courtenay. We are aware that there is a level of sensitivity and resistance to this suggestion. We are also aware that plans have been discussed to re-surface Martin Park. Although we strongly endorse these plans we still believe there is value in having an alternative location when Martin Park is being used for ball hockey. To put our request in context, the CVPA has conducted an assessment of all regions on Vancouver Island. The results are provided in the table below:

City/Town/RD	Population	# Tennis Courts (public)	# Pickleball Courts on Tennis Courts	# of Designated Pickleball Courts (single use)	# of Pickleball Courts on non aggregate surfaces
Campbell River/Strathcona RD	43,252	11	4	0	4
Courtenay/Comox Valley RD	63,538	14	0	0	0
Parksville/Qualicum	part of Nanaimo	14	9	0	9
Nanaimo	146,537	23	8	8	16
Ladysmith	part of Nanaimo	2	2	0	2
Lake Cowichan	part of Cowichan	0	0	6	6
Port Alberni/RD	31,061	5	4	1	5
Tofino	part of Alberni	2	2	0	2
North Cowichan/Duncan	80,332	14	2	6	8
Victoria/Cap RD	360,000	44	12	6	18
Port Hardy /MWad RD	11,506	3	0	0	0
Total	736,226	130	43	27	70

The following facts can be gleaned from this table:

1. All Regional Districts except the Comox Valley RD and the Mount Waddington RD have communities where tennis courts have been converted to allow for multi-use, and in the case of Port Hardy (Mount Waddington) I am told that this option is now being considered.
2. Some Communities (Tofino and Ladysmith) have PB lines on all tennis courts and in the case of Lake Cowichan, they have converted all of their tennis courts to single use Pickleball.
3. "Tennis courts" provide opportunities for Pickleball such that for every 3 tennis courts there is 1 pickleball court painted onto what was a single use surface(130 to 43).
4. The average number of tennis courts based upon population is one court for every 5,663 people (736,226 divided by 130). Based upon this average, the Comox Valley has slightly more public courts than the average.
5. Unless one is living in a small isolated community such as Holberg, or in the Comox Valley, opportunities to play Pickleball outdoors with surfaces that are not comprised of coarse aggregate material are readily available.

There can be no doubt that most regions on Vancouver Island have made significant changes to facilities to accommodate outdoor pickleball, and have done so by providing non aggregate

playing surfaces. All mid to large size communities have sports/hockey boxes. Only Comox, Courtenay and Parksville have chosen to utilize them for Pickleball.

The Comox Valley Pickleball Association is the largest Registered Pickleball body on the Island with over 200 members. Last month CVPA hosted its second annual tournament. Sixty-seven teams enjoyed the 2 day event and 66 players were from outside the valley. With the maturing of our association, CVPA is now reviewing the possibility of hosting the first "Vancouver Island Indoor Championship."

Most recently The Comox Valley Regional District released its draft Recreational Plan

[http://www.comoxvalleyrd.ca/assets/Community/Documents/Rec/CVRD%20Draft%20Plan%20with%20Appendix 13 06 17.pdf](http://www.comoxvalleyrd.ca/assets/Community/Documents/Rec/CVRD%20Draft%20Plan%20with%20Appendix%2013%2006%2017.pdf). This plan has an excellent summary of the health and social benefits of physical activity on page 8. It also describes the population trends and how the older adult (55-74) cohort will remain the largest for many years. This finding and its particular significance to pickleball, the fastest growing sport in North American, is recognized.

The federal report on the *social isolation of seniors* also discusses the value and importance of keeping older adults active and engaged.

<https://www.canada.ca/en/national-seniors-council/programs/publications-reports/2014/social-isolation-seniors.html>

For the last 3 weeks Pickleball Players have been allowed to place tape on the courts at Lewis Park as a temporary measure. Our members find this costly and time consuming. The tape for 4 courts fills a garbage can when it is removed. However, for many it is still currently the best option. One tennis court provides the space for 4 Pickleball Courts. This allows 16 players to play on an area where 2-4 tennis players would play. During this time no tennis players have been displaced. Here are some of the comments our members have received from tennis players:

1. *"Pickleball looks like fun"*
2. *"If more Pickleball was played on these courts maybe community leaders might be able to justify more maintenance/repairs"*
3. *"The comments made by some tennis players in the press regarding multi use do not represent the views of the majority of the tennis community"*
4. *"Pickleball lines on tennis courts are common down island when we travel to play tournaments. It is easy to get use to"*

Last month the tennis community celebrated tennis day in Canada. They publicly encouraged all citizens/players to get out and enjoy tennis on Saturday May 13th. At 4 pm that afternoon an assessment of the number of tennis players at Anderton Courts was made (photo attached) nobody was on the courts. At Lewis Park at 4:15, 1 person was practicing his serve, 2 players had finished play and were having a conversation. No tennis games were taking place on 10 courts on that day during that period. The main point being:

1. There is more than enough time/space for both groups to enjoy their respective sports with the existing facilities without interference.....in addition.

2. All sports players (Basketball, Badminton, Floor Hockey, Volleyball etc...) would love a playing surface which has only a single set of lines, but a balanced mixed approach with some compromise, is the strategy most communities have employed.
3. The tennis community has for many years enjoyed the luxury of single use public facilities. These facilities are being converted across North America to multi-use. They are public property and are maintained by taxpayers, many of whom are Pickleball players.

It might appear to some the best strategy to manage pickleball and tennis players is to keep them miles apart. I don't know if this is necessary. Many of our members have and still play tennis and enjoy both activities. There are many similarities between the two sports and the people who play them. The following link <http://www.pickleballchannel.com/iheartpickleball-Bobby-Riggs-Tennis-Club> describes how Pickleball was embraced at the Bobby Riggs tennis club. It is our view that this approach needs to be promoted. My personal view is that a strong and active tennis community and a strong and active Pickleball community can be mutually beneficial and collectively add value to the Comox Valley, helping to maintain its current attractiveness.

CVPA does not want to give the impression that the use of the Hockey Box for pickleball is not appreciated. For many players, especially those starting out, it is a suitable facility when available. We also do not see Pickleball lines on tennis courts as an alternative to developing single use Pickleball Courts. The table above indicates the majority of Vancouver Island communities are moving towards a mix of multi and single use facilities.

CVPA has been told that no changes to any of the tennis courts will be made before the completion/implementation of a new Courtenay recreation master plan. CVPA supports the development and maintenance of community recreation plans. In this instance, however, we are of the view that addition of paint lines on the practice court and one tennis court would have an immediate positive effect, with minimal risk of adverse impact or cost and would better align with the values of the taxpayers (multi-use).

ParticipACTION <http://globalnews.ca/news/3162918/the-top-ways-canadians-stay-fit-by-province-according-to-participaction> has determined that the number 2 activity in BC is Pickleball, hiking is number 1. August 12th is National Pickleball day. http://www.pickleballbc.ca/uploads/2/3/2/5/23255642/national_pickleball_day.pdf Once a venue is secured we will be planning a day of celebration. We hope that you will be able to join us in this celebration and you find the above information helpful. Please call with any questions.

Best Regards,



Steve Chambers

President Comox Valley Pickleball Association
821 Deal St Comox, BC, V9M 1B1
Enclosure: photo

Cc : Ian Smith, General Manager of Community Services Comox Valley Regional District
Jennifer Zbinden, Senior Manager of Recreation Facilities Comox Valley Regional District



June 29, 2017 (Via email)

Attn. Mr. Dave Snider

Director of Recreation and Cultural Services, City of Courtenay.

Dear Dave,

Tennis in Canada has seen an explosion in people playing, from ages four to 100. In 2016, the sport grew by 14%. Locally, tennis is thriving with membership at The Comox Valley Tennis Club (CVTC) increasing by 35% last year. Membership exceeds 250, including 52 junior members. Once signed up, members also become Tennis B.C. members. Thus far this year, our membership has surpassed last year.

Tennis is growing rapidly at the junior level, in the Comox Valley, we had six schools participate in a junior tennis program that involved over 500 kids and three schools have added tennis into their PE curriculum. Currently, we have over 60 junior members in our tennis club.

Although the local tennis community has grown and membership at the club level has increased over the past five years, it doesn't come without its challenges. At present, there are only four outdoor tennis courts at Lewis Park and no indoor tennis courts in the Comox Valley area. It's estimated that over 2,000 Valley residents play tennis year round. Another challenge is pressure from Pickle Ball that wants to use the tennis courts. Pickle Ball currently have access to other indoor and outdoor facilities in the Valley have approached the City of Courtenay and Town of Comox, and have asked that game-playing lines be painted on the tennis courts.

The consensus has been to work together as a community to create infrastructure that supports all sport with designated facilities for each sport. However, the idea to take away from one sport to build another has not had any positive impact in any community.

The Comox Valley Tennis Club supports all types of physical activities that improve individual health and wellness. However, by taking away from one sport to build another doesn't make sense. It will create unsafe conditions, increase conflict between the different sport users as well as noise level and could impact the possibility of the city hosting any tennis tournament or provincial games such as the 55+ senior's games involves tennis. In the long run, it will hurt the sport of tennis; impact our junior players and school kid's participation. We feel strongly that resources and energy should be put toward resolving the issues facing the other sport instead of game-playing lines be painted on the tennis courts. The win – win solution is to have dedicated facilities for each sport rather than take away from one sport to build another.

Sincerely

Tony Wong

President CVTC

Minutes of a City of Courtenay Heritage Advisory Commission meeting held May 24, 2017 at 10:00 a.m. at the City of Courtenay.

Present: L. Burns C. Piercy J. Hagen J. Fortin D. Griffiths
R. Dingwall. A. Ireson L. Grant Staff: E. Ferguson

Absent: R. Smith

MINUTES

Moved by J. Hagen and seconded by R. Dingwall that the April 26, 2017 minutes be adopted as circulated.

Carried

OLD BUSINESS

40 HOUSES

L. Burns provided an update on the installation of the plaque. List of invitees was discussed. Event to be held on Saturday June 24 at 2:00 pm. Materials for the reception include neighbourhood panels and the statement of significance for the 40 houses. Light refreshments to be served. Press release and website promotion to be coordinated with the City's communications staff.

SOS WORKSHOP IN CUMBERLAND

A. Ireson reported on attendance at the SOS seminar in Cumberland funded by Cumberland Village and put on by Heritage BC. The workshop was very informative with a very knowledgeable presenter. E. Ferguson reiterated the importance of the statement of significance as the foundation for heritage planning opportunities.

HERITAGE CLOCKS

Moved by D. Griffiths and seconded by J. Fortin that A. Ireson coordinate the assessment of the City clocks based on the quote previously presented.

Carried

PIONEER GRAVES TREE

L. Burns provided an update on communications on the pioneer gravesite tree. Discussion on the proposal to retain two slabs of wood from the tree. Storage of the wood can occur in the garage at the Capes House. R. Dingwall to communicate with the Harmston family regarding their interest in the trees.

ANNUAL REPORT

Planned for June 19. L. Burns to present the annual report. E. Ferguson to register HAC as a delegation at the Council meeting.

RESIDENTIAL INVENTORY

Work is still progressing with new photos and

information sheets.

BUDGET 2017

E. Ferguson reported that the 2017 budget has been reinstated to \$5,000.

HERITAGE ARCHIVE STORAGE

Discussion on moving HAC materials to museum and purchase of shelving to accommodate these records.

TRAIN STATION

A. Ireson reported on his research into the current status of the train station. ICF own the building and lease to tenants in exchange for maintenance and upkeep.

TRAIN STATION

Moved by A. Ireson and seconded by R. Dingwall that L. Burns arrange a meeting with Mayor Jangula on the subject of the railway station.

Carried

NEW BUSINESS

MUSEUM REPORT

D. Griffiths reported on the residence of Vaux Swifts at the Museum and on the project to complete the new records room which will house corporate records.

IN KIND DONATIONS

16 hours photographing residential buildings and downtown commercial buildings inventory.
A. Ireson 5 hours on train station research and heritage seminar

HERITAGE BC ANNUAL CONFERENCE

L. Burns reported on his attendance at the Heritage BC conference in Victoria. OF particular interest were the slam format conference opener which provided a good introduction to heritage projects undertaken by groups across BC. Overall conference was informative but this year's program had a strong focus on indigenous programs which is less applicable to the current work program of the HAC.

NEW TRAIL ALONG THE RAILS SIGNAGE

J. Hagen expressed disappointment that the new signage installed at the start of the Trail Along the Rails didn't reflect the railway.

CORRESPONDENCE

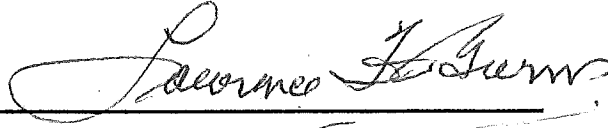
LETTER FROM THE MAYOR

Received letter from the mayor notifying that the Volunteer Appreciation Dinner will be held October 18.

NEXT MEETING

June 28, 2017.

ADJOURNMENT at 12:15 pm.

A handwritten signature in cursive script, reading "Lawrence F. Burns". The signature is written in black ink and is positioned above a solid horizontal line.

Chair



Comox Valley Farmers' Market

Presented to the City of Courtenay June 2017



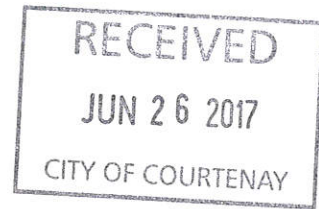
Support	Support staff to relocate the fall/winter Market to the Filberg
Assist	Assist us in finding an accessible central and more permanent location for the Wednesday Market
Provide	Provide power for our Downtown Wednesday Market
Provide	Provide permanent signage directing customers to Market locations
Provide	Provide financial support for operations.



How can
the City
support our
Markets?

June 22, 2017

*Redirected
to Jason
Kuschnir*
↓
DS.



Mr. David Allen
Chief Administrative Officer - City of Courtenay
830 Cliffe Avenue
Courtenay, BC
V9N 2J7

Dear Sir

The Comox Valley Road Runner club would like to sponsor a bench in the Simms/Lewis Park area of Courtenay in memory of our significant members who have passed away. The siting is important as we stage our annual Memorial Run on these walkways each year before our AGM. Our plan is to attach either a separate plaque for each deceased or to have a larger plaque that can have engraving added to it.

As we have been a service club of long standing in the Comox Valley, we request that we do not have to wait in line with the single family requests, but can be added to a separate list that includes significant service clubs who want to remember multiple members.

Thank you for any considerations.

A handwritten signature in cursive script, appearing to read "Ron Crowther".

Ron Crowther
Vice-President
Comox Valley Road Runners
805 Nikoliasen Rd, Courtenay, BC V9N 6C9
ron_crowther@telus.net
250-338-8004

cc Dave Snider – Director of Recreation and Cultural Services



July 12, 2017

Mayor Larry Jangula and City Council
City of Courtenay

Dear Mayor and Councillors

I am writing on behalf of the Rotary Club of Courtenay to request your permission to place a bench in Simms Park by August 29, 2017 to honour a former Rotarian, Don Larson.

Don was a Past President of the Rotary Club of Courtenay (1999 – 2000) and was an active member of our Club for many years prior to his passing. Don was instrumental in the building of the Simms Pavilion in 2005 using his construction management skills to lead the Club throughout the construction process.

We realize that there are other requests for the placing of benches throughout the City which are on hold as the City reviews its bench program. We respect these requests, but would ask that Council take into consideration the many projects we have worked on together and have provided to the Citizens of the City, which include the Pavilion, lights at Lewis Park and the Water Park, in reviewing our request.

Our request is somewhat time sensitive as we are having our regular lunch meeting at Simms Park on August 29 and would like to honour Don by unveiling the bench that day. It is our understanding that it may take up to 6 weeks for the bench to arrive and be placed which will coincide with our meeting date.

We thank you for your consideration of our request. Please contact me should you require any further information.

Sincerely,

A handwritten signature in black ink that reads "Judith E. Marriott".

Judith E. Marriott
President
Rotary Club of Courtenay
250-897-6157

June 30, 2017

Dear Mayor Jangula and Councillors—

We are members of a local group of indigenous and non-indigenous folks bringing a play about reconciliation to Courtenay on Jan. 24th, 2018.

Since the Truth and Reconciliation Commission, there has been a conversation about reconciliation happening across this country. But that conversation often leaves some important questions, such as how do we shift long-standing patterns of perception and behaviour? Governments can't legislate respect.

šxʷəamə́t (*home*) is a play that invites audiences into an interactive, Forum theatre process to change the patterns of behaviour inside characters who are struggling with issues related to reconciliation— patterns that audience members recognize inside themselves – and rehearse reconciliation. It's not a play that provides people with education, it helps the audience try on ways to change behaviours and move through impasses.

The first production of the play March 3-11 2017 in Vancouver was highly acclaimed and successful. This is why the production company, Theatre for Living, has decided to tour the play across B.C. Most of the members of our local committee saw this play during its run in Vancouver or on the webcast and it is what inspired us to bring it to our community. Theatre for Living is an award-winning theatre company that has been doing Forum theatre since 1981. (Please see the attached appendix for some comments from audience members about *šxʷəamə́t* (*home*) and a list of some of the awards that Theatre for Living has received).

As well as helping with some of the labour involved in bringing the play to our community, our committee is asked to raise some of the funds for bringing this high quality play to our community. The costs we are sharing include production costs, poster and program printing, honoraria for culturally appropriate healing support and a local welcome song from the Kumugue Cultural Society.

That's where co-sponsors come in. Financially, we have already secured enough for the deposit thanks to the generosity of local realtor, Carla Arnold, and we have secured other local co-sponsors including the Comox Valley Unitarian Fellowship, St. George's United Church and Comox United Church. The Aboriginal Education department of School District 71 is also generously providing us with the theatre at Isfeld as well as other support.

We think it would be very meaningful to have the City of Courtenay be one of our co-sponsors. A contribution of \$800 would be very helpful, or we would be very happy to accept a contribution of any amount. The city's contribution will be highlighted along with our other sponsors in the program.

We are hoping that the lead-up and promotion as well as follow-up to the play will be an opportunity to engage our community in some conversations about reconciliation and what it means to us in Courtenay. The prospect of furthering the conversation on reconciliation in our cherished community is a big part of what inspires our group to bring this play here.

Any possible extra money from ticket sales, will go to the Good Samaritan fund of the Indigenous Parent Advisory Council, which offers support to aboriginal children in SD71 with pressing needs such as new shoes.

Mayor Jangula and Council, it means a lot to us that you are taking the time to consider our request. Thank you very much.

Yours sincerely,

Celia Laval

Member of Comox Valley Theatre for Living Steering Committee

250 702-9129/celialaval@shaw.ca

Appendix

A Few Comments from participants of šxʷʔamət (home)

"Still thinking about šxʷʔamət (home) this morning - very impactful. Thanks to everyone for all their work - it is a play to remember for always!" Ginger Gosnell-Myers, Aboriginal Relations Manager, City of Vancouver

"šxʷʔamət (home) proved so compelling that audience members lingered in the theatre lobby long after the show, until ushers had to urge us out into the driving rain on the unceded territories of the Musqueam, Squamish and Tsleil-waututh Nations."

Lincoln Kaye, Vancouver Observer

"šxʷʔamət (home) was the most emotional, challenging and inspiring piece of theatre I have witnessed in a very long time. It asks difficult questions, resisting simple answers. The deep symbolism stretches far beyond the obvious story and touches us in many ways reflecting within it many of our own stories. There is magic in the space that opens up within the framework of this interactive play. I can't recommend it enough. We have a lot of work to do and Theatre for Living are pointing the way."

Frank Rader

Awards presented to Theatre for Living (formerly Headlines Theatre)

2016

BC Civil Liberties Association Liberty Award

The Liberty Award celebrates exceptional contributions to human rights and civil liberties.

2010

Jessie Richardson Theatre Awards:

Outstanding Production and

Significant Artistic Achievement (Outstanding Innovation in Theatre as a Contribution to Community) for after homelessness

2004

Jessie Richardson Theatre Awards:

Outstanding Production and

Significant Artistic Achievement for Practicing Democracy

2004

Red Cross Power of Humanity Award

for Don't Say a Word

2003

Honoured on permanent Kitsilano Community Mural as local peacemaker

1998

Hometown Award

(N. American Community TV)

Cultural/Ethnic Diversity for Generations

1996

Canadian Healthy Environment Award

for Mamu

1993

CCTA Pacific Programming Excellence Award

for This is my Life?

1991

MOSAIC Human Rights Award

1989

Hometown Award

(N. American Community TV

Innovation in Television for ¿SANCTUARY?

1989

Jessie Richardson Award

Innovation in Theatre for ¿SANCTUARY?

1985

National Housing Video and Film Festival for

Right to Fight Audience Favourite and Most Original Treatment