



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 2240-20 DCBIA

From: City Manager (CAO)

Date: February 22, 2023

Subject: Downtown Courtenay Business Improvement Association Temporary Licence of Occupation Agreement

PURPOSE:

The purpose of the report is to seek Council's approval for a temporary licence of occupation for a 132 square feet office on the 2nd floor of the Centre For the Arts with the Downtown Courtenay Business Improvement Association (DCBIA).

CITY MANAGER (CAO) RECOMMENDATIONS:

THAT Council approve the attached temporary licence of occupation agreement between the City and the Downtown Courtenay Business Improvement Association for the licenced area located on property having a civic address of 580 Duncan Avenue, Courtenay, BC and a legal description of:

PID: 028-799-925 Lot B, Section 61, Comox District Plan EPP15696.

Respectfully submitted,

Kate O'Connell, M.P.P.

Acting City Manager (CAO)

BACKGROUND:

The Downtown Courtenay Business Improvement Association (DCBIA) was established in 1995. This not for profit group has more than 200 member businesses operating in downtown Courtenay.

The City provides a variety of in-kind supports to the DCBIA, in their role "to provide support for Downtown Courtenay Businesses and enhance a vibrant business community through leadership and advocacy". The City contributed \$5,000 per year to the DCBIA to specifically support downtown cultural events including Market Days, Downtown Summer Farmers Market, Moonlight and Magic and the Comox Valley Christmas Parade. In addition to the financial contribution, since 2019, the City provides annual in-kind support towards physical operation of traffic control and road closures for these events¹. The total year to date expenses (as

¹ Council staff report: DCBIA Support Request For Market Day and Summer Street Market Events – July 2, 2019

of December 31, 2022 unaudited financial statements) related to this in-kind support was approximately \$27,000.

DCBIA receives funding in the amount of \$60,000 funded by the tax levy collected from the Business Improvement Area, and as regulated by the Downtown Courtenay Business Improvement Area Bylaw 2264, 2002. According to DCBIA's 2022 Budget², \$30,000 of its annual funding would be allocated toward supporting downtown events. DCBIA is currently in the process of undergoing a bylaw review and update.

	Estimated revenue	Estimated expenses	Net expense
Moonlight Magic	-	14,000.00	14,000.00
Market Day	15,000.00	10,000.00	- 5,000.00
Christmas Parade	400.00	3,000.00	2,600.00
Other Events	-	2,000.00	2,000.00
Event equipment	-	1,000.00	1,000.00
	-	-	-
	15,400.00	30,000.00	14,600.00

In 2021, Council granted DCBIA \$9,500 towards the development of a marketing campaign to help ease the impacts to the downtown businesses from the 5th Street Bridge Rehabilitation Project. The marketing campaign included a week which directed the public to spend time in museums and galleries located in the downtown core.

In addition to supporting downtown events, DCBIA promotes arts, culture and heritage on the DCBIA website with a dedicated webpage highlighting arts and culture activities that can be found in the downtown core. DCBIA also supports the City's annual Halloween Parade and Party through promotion to their members to participating in trick or treating in the downtown core and provides a volunteer member to the July 1st event organizing team.

DCBIA currently reviews auditions and acts as the adjudicator for applicants requesting to obtain a street entertainer permit through the City's Street entertainment program. As identified in the Street Entertainment Bylaw 2749, 2013.

The City has collaborated over the past year with DCBIA on various beautification projects to support the local economy. Most notably, DCBIA championed the 4th Street Parklet project, which transformed a vacant lot into a community gathering space.

In a letter to City Council and Mayor dated May 31, 2022 (Attachment 1), the Downtown Courtenay Business Improvement Association (DCBIA) made a request for long term office space on the second floor of the Centre For the Arts. In June 2022, City staff meet with the Comox Valley Community Art Council (CVCAC) and the Comox Valley Art Gallery Society (CVAGS) regarding this request to see if they would be able to accommodate the DCBIA request in consideration of their expansion into the former Comox Valley Economic Development Society space in 2020 through Memorandum of Understanding (MOU) agreements authorized by a previous Director of Recreation and Cultural Services. After touring the facility with both of these

² Council staff report: Downtown Courtenay Business Improvement Association - 2022 Budget and Tax Levy Request, March 28, 2022

organizations, CVCAC agreed to move out of a small office at the end of October 2022 and consolidate into the space it's currently temporarily occupying under the MOU.

DISCUSSION:

There has been an increase in community service related office and programming space requests. The City currently does not have any vacancies to meet these needs. In addition to lack of vacancies, the City does not have policy to deal with how current space in the City's inventory is allocated and prioritized. Historically the 2nd floor of the Centre For the Arts has been occupied by community non-profit organizations that are compatible with the arts, cultural and heritage theme of the building. In addition, there was direction from Council from October, 2003:

"That staff actively pursue other revenue generating options for the building; and

That staff develop a building management model and forward the terms of reference to Council for approval"

Two strategic initiatives need to be completed before staff can return with policy recommendations for the building and address the outstanding culture and community service space requests: the Social and Community Service Development Framework (SCSDF) and the Strategic Cultural Plan (SCP), both tentatively to be completed in 2023.

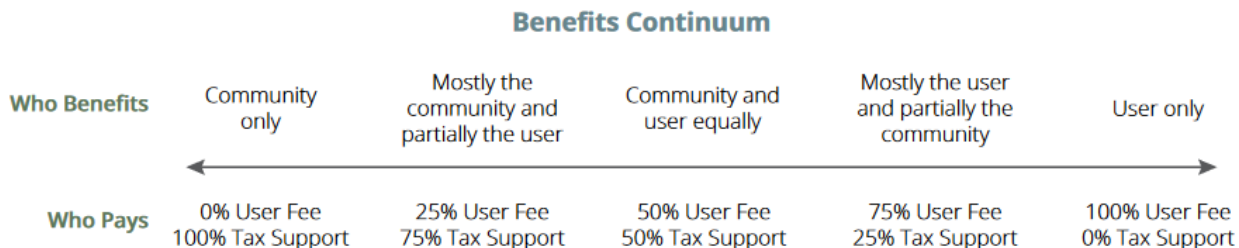
Staff are presenting the attached Temporary Office Licence Agreement (Attachment 2) for Council's consideration. The licence agreements is an interim temporary agreement which provides the DCBIA an agreement term for one year that holds over month to month at the end of the one year term. This interim temporary licence agreement will provide the City flexibility to consider any changes to building occupancy as a result of future building use policy decisions informed by the SCSDF and SCP and future facility rental rate policies.

Monthly Licence Fee:

To determine the licence fee for the DCBIA's office, the following key points are considered:

1. DCBIA's role in supporting arts, culture, heritage and economic development in the downtown through their ongoing facilitation of free public events benefiting the community; and
2. DCBIA's continued willingness to collaborate with the City and cultural organizations such as the Sid Williams Theatre Society, CVCAC and CVAG to support cultural events as affirmed in their letter dated October 28, 22 (Attachment 3).
3. In the absence of a formal City of Courtenay property disposition bylaw or policy, City staff are proposing a temporary subsidized licence agreement fee which is guided by the Benefits Based Approach outlined in the recent Recreation Fees and Charges Framework³ and adopted by Council in 2022. This approach was identified to also be applicable to not for profit community arts, culture and heritage organizations that provide community benefit to the public. The agreement and fee will be reviewed at the end of the licence term and based on the City's policies at the time.

³ Recreation Fees and Charge Framework, 2022 p. 13



As such, City staff are asking Council to consider the approval of this temporary licence agreement at a subsidized rental for a non-profit organization providing a service which has community benefit. The community rental rate as determined by the benefit continuum would be approximately 25% of the fair market rental rate.

The market comparable rate for a small downtown office with shared common areas is currently \$550 per month. This market comparable includes the cost of utilities and wireless internet in the monthly rent. The monthly rent for the small office on the 2nd floor of the Centre For the Arts would also include the cost of utilities but does not include wireless internet. As such, the estimated monthly cost of internet service (\$50 per month) has been deducted from the \$550 per month fair market rental rate. The equivalent estimated fair market rent for the DCBIA office is \$500 per month.

The proposed community rate for the temporary licence agreement is calculated in the financial implications section of this report.

Other Considerations:

As the City moves into the development of the Courtenay's Strategic Cultural Plan, DCBIA's role as an interest holder will be considered in shaping the following key cultural planning strategies as part of the cultural planning process:

1. arts, culture, and heritage marketing and promotion strategies as an economic driver to the downtown core; and
2. public art and mural policies.

By including DCBIA as part of the cultural planning conversation, the City can create awareness of cultural program and policy issues which intersect with the DCBIA's members' activities. An example of this would be ensuring any artwork installed on private property and adjacent to Indigenous artwork is culturally sensitive.

FINANCIAL IMPLICATIONS:

The proposed non-profit community rate for the DCBIA office lease is calculated below:

DCBIA Office	132 sq. ft.
Shared storage room	23 sq. ft.
Total rentable square footage	155 sq. ft.
Monthly Market Rental Rate	\$500
Annualized Market rental rate per sq. ft.:	\$500x 12/130 sq ft. =\$46.15 per sq. ft. per year
Estimated annual market rent for the DCBIA office:	155 sq. ft. @\$46.15 per sq. ft./ year
Estimated annual fair market rent:	\$ 7,153.25
Estimated monthly fair market rent	\$600
Proposed Community Organization Subsidized monthly rent @ 25% of the estimated monthly fair market rental rate*:	\$150

*Level of subsidy based on the Recreation Fees and Charges Framework, 2022

Section 24 Community Charter - Provision of Certain Kinds of Assistance

Since the office lease agreement contemplates nominal rent less than market value, Council must provide notice pursuant to section 24 of the *Community Charter*:

Publication of intention to provide certain kind of assistance

24 (1) A council must give notice in accordance with section 94 [public notice] of its intention to provide any of the following forms of assistance to a person or organization:

(a) disposing of land or improvements, or any interest or right in or with respect to them, for less than market value.

The assistance value would be the subsidized portion of the rent, which is \$450 (\$600-\$150) per month or \$5,400 per year.

Other financial and in-kind support implications:

The financial implications for the current fiscal year and proposed long-term (2023-2027) operating budget financial plan are summarized in the chart below:

1. The City will continue to grant \$5,000 from gaming funds to DCBIA to support cultural events in the downtown.
2. The City will continue to disperse to DCBIA the business improvement funding collected through the DCBIA Bylaw, 2264 which is estimated at \$60,000 per year but may be subject to change pending the current bylaw review and update process.
3. The in-kind supported related to DCBIA special event support for traffic control and street closures.

DETAIL	Current 2022	Proposed Five Year Financial Operating Budget				
		2023	2024	2025	2026	2027
Financial contribution:						
Gaming Funded - Cultural downtown events	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
DCBIA Bylaw 2264 funding	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Total Financial Grant	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000
In-kind Contribution:						
Traffic control and street closure In-kind support	\$ 27,000	\$ 19,900	\$ 20,200	\$ 20,600	\$ 20,900	\$ 20,900
Total In-Kind Support	\$ 27,000	\$ 19,900	\$ 20,200	\$ 20,600	\$ 20,900	\$ 20,900
Total Estimated Budgeted Financial and In-Kind Support	\$ 92,000	\$ 84,900	\$ 85,200	\$ 85,600	\$ 85,900	\$ 85,900

ADMINISTRATIVE IMPLICATIONS:

Approximately twenty (20) hours of City staff time has been dedicated to the preparation of the new agreement, coordinating internal department referrals, discussions with the DCBIA, and preparation of the staff report.

The agreement will be administered by Corporate Services Department and the Recreation, Culture and Community Services Department will be the facility liaison for matters outside day-to-day facility use operations currently being overseen by the Comox Valley Art Gallery Society.

ASSET MANAGEMENT IMPLICATIONS:

The office agreement maintains existing asset service levels for the Centre for the Arts. The asset management implications for the Centre for the Arts has been summarized in a separate report: Comox Valley Art Gallery Society Licence of Occupation and Management and Grant Fee for Service Agreement staff report dated November 21, 2022.

STRATEGIC PRIORITIES (2019-2022)**We actively pursue vibrant economic development**

- ▲ Engage with businesses and the public to continue revitalizing our downtown
- ▲ Continue to support Arts and Culture
- ▲ Work with the business and development sectors to mutually improve efficiencies
- ▲ Continue to explore innovative and effective economic development opportunities

We continually invest in our key relationships

- ▲ Support improving accessibility to all City services

STRATEGIC PRIORITIES (2021-2022)

Cultural Plan

OFFICIAL COMMUNITY PLAN REFERENCE:

Four Cardinal Directions							
Reconciliation		Climate Action		Community Well-Being	✓	Equity	
Thematic Policies							
Streets and Transportation				Buildings and Landscapes			
Parks and Recreation				Municipal Infrastructure	✓		
Food Systems				Local Economy	✓		
Affordable Housing				Natural Environment			
Social Infrastructure	✓			Arts, Culture, and Heritage	✓		

REGIONAL GROWTH STRATEGY REFERENCE:

CVRD Regional Growth Strategy Goals:							
Housing		Ecosystems, Natural Areas and Parks		Local economic development	✓	Transportation	
Infrastructure		Food Systems		Public Health & Safety		Climate Change	

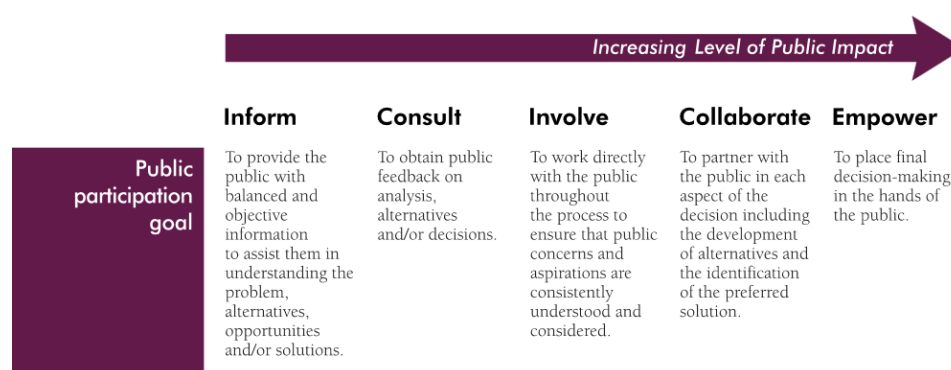
CITIZEN/PUBLIC ENGAGEMENT:

To satisfy the legislated requirements as set out in sections 24 and 94 of the *Community Charter*.

Section 24 of the Community Charter for municipalities requires that notice be given prior to the intention to provide certain kinds of assistance.

Furthermore, under 94 of the Community Charter, the notice must also be published in a newspaper that is published at least weekly in the area affected by the subject matter of the notice.

Staff would inform the public based on the IAP2 Spectrum of Public Participation⁴:



⁴ © International Association for Public Participation www.iap2.org

OPTIONS:

OPTION 1: THAT Council approve the attached temporary licence of occupation agreement between the City and the Downtown Courtenay Business Improvement Association for the licenced areas located on property having a civic address of 580 Duncan Avenue, Courtenay, BC and legal description of:

PID: 028-799-925 Lot B, Section 61, Comox District Plan EPP15696.

(Recommended)

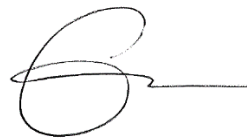
OPTION 2: THAT Council identify any concerns or questions and refer the matter back to staff for further consideration.

Prepared by,



Joy Chan
Manager of Business Administration
Services

Reviewed by,



Craig Rushton
Director of Recreation, Culture and Community

Concurrence by,



Kate O'Connell, M.P.P.
Acting City Manager (CAO)

Attachments:

1. Request for DCBIA Office Space - May 31, 2022
2. DCBIA Temporary Licence Office Agreement
3. DCBIA letter: DCBIA's support of arts, culture, heritage and economic development – October 28, 2022

May 31, 2022

Dear City Council and Mayor,

Thank you for receiving our recent delegation to Council. We look forward to updating you about our work on an annual basis and appreciate your thoughtful feedback and questions.

Today I write to request the long-term use of office space in Downtown Courtenay. I understand DCBIA previously occupied space in the upstairs offices of Comox Valley Art Gallery, but that at some time it was vacated. In the meantime, we appreciate that we have been able to make use of the Boardroom and mailing address for continuity purposes. When I began work with the DCBIA in November of 2020, I inquired about renting the office again, but it was being used for other purposes. If that space ever becomes available, please think of us!

Being in a central location Downtown and accessible to my members helps me serve them better. I feel it is a good fit to have an office in the Comox Valley Art Gallery as we collaborate throughout the year with them and other occupants of the building. Being neighbours would facilitate that in a greater capacity. Additionally, being in a central location Downtown helps me serve my members better. We could also use storage space for some of our records and event production equipment, if such a space ever becomes available.

I am sensitive to the needs of the current occupants and am open to discussion about this request. It is important to me that everyone can work to their highest potential towards our shared goal of increasing the vibrancy of Courtenay and serving our community's needs for art, culture and a thriving business community.

Feel free to contact me with any questions.

In appreciation,
-Tracey Clarke
Executive Director, DCBIA
(250)800-9497
info@downtowncourtenay.com

OFFICE LICENCE AGREEMENT

THIS AGREEMENT DATED THE 1ST DAY OF NOVEMBER, 2022

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:

DOWNTOWN COURTENAY BUSINESS IMPROVEMENT ASSOCIATION (INC. NO. S-34420), a society incorporated under the laws of British Columbia and having its registered office at 201-467 Cumberland Road, Courtenay, B.C., V9N 2C5

(the “**Licensee**”)

WHEREAS:

- A. The City owns lands having a civic address of 580 Duncan Avenue, Courtenay, British Columbia, legally described as PID: 028-799-925, Lot B, Section 61, Comox District, Plan EPP15696 (the “**Land**”);
- B. The building known as the Centre For the Arts (the “**Building**”) has been constructed on the Land, and is owned by the City; and
- C. The City has agreed to grant the Licensee an exclusive licence to occupy a portion of the Building for use as an administrative office all on the terms and conditions herein set forth.

NOW THEREFORE in consideration of mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. LICENCE TO OCCUPY

- 1.1 Subject to the terms of this Agreement, the City hereby grants to the Licensee the exclusive licence to occupy that part of the second floor of the Building having an area of 132 square feet as shown outlined in yellow in Schedule A hereto (the “**Licenced Area**”).
- 1.2 Subject to the terms of this Agreement, the Licensee shall have, in connection with the Licenced Area and the business to be carried on therein:
 - a) a non-exclusive right and licence, in common with the City and other users of the Building, to use the entrances, lobbies, hallways, stairways, second floor meeting room/boardroom (“**Boardroom**”), second floor washrooms, second floor kitchen

and mail room (the “**Common Areas**”) outlined in green in Schedule A and Schedule B; and

- b) a non-exclusive right and licence, in common with other users of the Building as determined by the City, to shared use of the storage room off the Boardroom outlined in blue in Schedule A.

2. TERM

- 2.1 The term of this Agreement shall be for a period of ONE (1) YEAR commencing on November 1, 2022 and ending on October 31, 2023 (the “**Term**”).

3. HOLDING OVER

- 3.1 If the Licensee should hold over after the expiration of the Term and the City should accept the Licensee’s holding over, the new term created shall be on a month to month basis and the holding over shall be subject to the covenants and conditions herein contained so far as the same are applicable on a month to month basis.

4. LICENCE FEE

- 4.1 The Licensee will pay a licence fee on the first day of each month to the City, in the amount of ONE HUNDRED FIFTY DOLLARS and ZERO CENTS (\$150.00) per month in Canadian dollars plus applicable taxes (“**Licence Fee**”).

5. USE OF PREMISES

- 5.1 The Licensee will use the Licenced Area solely as an administrative office to conduct Downtown Courtenay Business Improvement Association business, and for no other purpose except with the prior written approval of the City.

6. REPAIRS AND MAINTENANCE

- 6.1 The Licensee shall be responsible for all repairs and maintenance related to the Licenced Area except repairs and maintenance related to electrical (except lamp and tube replacement for lights), structural or plumbing. The Licensee is permitted to add building directory signage in the existing areas directories of the Building as approved by the City.
- 6.2 The Licensee shall not make any structural repairs or alterations to the Building without the City’s prior written consent.
- 6.3 Any damage to the Licenced Area, the Building or the Land caused by the Licensee or its invitees will be the Licensee’s responsibility. Use of office equipment belonging to the City and/or the primary licensee will be at the Licensee’s sole risk and expense.
- 6.4 The Licensee shall reimburse the City for expenses incurred by the City in repairing any damage caused to the Licenced Area or Common Areas or the Building, the improvements thereon or any part thereof as a result of the negligence or wilful act of the

Licensee, its invitees, licensees, agents or other persons from time to time in or about the Licenced Area, the Building or the Land.

7. LICENSEE'S RESPONSIBILITY AND EXPENSES

- 7.1 The Licensee shall comply with its constitution and bylaws at all times and shall notify the City whenever a change in the Licensee's constitution or bylaws occurs.
- 7.2 All photocopying, cable, long distance, internet, telephone and other Licensee operational charges will be paid by the Licensee.
- 7.3 The Licensee shall in all respects abide by and comply with all applicable enactments of the federal government, provincial government, the City or any other governing body whatsoever and with all local building and fire codes and any internal procedures and rules established by the City, in any manner affecting the Land.

8. USE OF BOARDROOM

- 8.1 The Licensee may book the second floor Boardroom in the Building for use on a first come first serve basis through the second floor primary licensee as designated by the City.

9. ASSIGNMENT AND SUBLICENCING

- 9.1 The Licensee shall not assign the benefit of this Agreement in whole or in part or grant or permit any sublicense of the Licenced Area or Common Areas or any part thereof and shall not permit any business to be conducted in or from the Licenced Area or Common Areas or any part thereof by any sublicensee or concessionaire, without the prior written consent of the City.

10. RELEASE AND INDEMNITY

- 10.1 The Licensee hereby releases, indemnifies and saves harmless the City and its elected and appointed officials, officers, employees, agents, successors and assigns from any and all liabilities, obligations, losses, damages, costs, penalties, fines, demands, claims, suits, causes of actions or actions whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses) by any person arising directly or indirectly from
 - a) any breach, violation, or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Licensee to be fulfilled, kept, observed and performed; or
 - b) any damage to property in or about the Licenced Area, the Land or the Building.

This indemnity shall survive the expiry or sooner determination of this Agreement.

11. INSURANCE

- 11.1 The Licensee is responsible for insuring all personal property and contents in the Licenced Area, to full replacement cost against risk of fire and other risks against which a prudent owner would insure. Without limiting the foregoing, the Licensee shall, at its own expense, secure and maintain in force during the Term of this Agreement or any renewal thereof:
- a) a policy of comprehensive/commercial general liability insurance providing coverage against claims for personal injury, death, property damage and other potential loss and damage upon, in, or about the Land and Building, and arising out of or in connection with Licensee's use and occupation of the Building or any part thereof in an amount of not less than TWO MILLION (\$2,000,000) DOLLARS, or such other amount as the City may reasonably request, inclusive per occurrence;
 - b) a policy for Licensee's legal liability in an amount of not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS, or such other amount as the City may reasonably request; and
 - c) a policy for non-owned automobile liability, in an amount of not less than TWO MILLION (\$2,000,000) DOLLARS, or such other amount as the City may reasonably request.
- 11.2 The Licensee shall ensure that all policies of insurance pursuant to this Agreement:
- a) are underwritten by a responsible insurance company or companies licensed to do business in the Province of British Columbia and that meet with the reasonable approval of the City;
 - b) contain a waiver of subrogation clause in favour of the City;
 - c) contain a clause requiring the insurer not to cancel or change the insurance without first giving the City THIRTY (30) DAYS' written notice thereof;
 - d) name the City as an additional insured; and
 - e) contain a cross liability clause.
- 11.3 Upon the City's request, the Licensee shall deliver to the City certified copies of the policies of insurance required to be maintained by the Licensee under this Agreement.
- 11.4 The Licensee agrees that if it does not provide or maintain in force such insurance, the City may take out the necessary insurance and pay the premium therefore for periods of one year at a time, and the Licensee shall pay to the City as additional fees the amount of such premium immediately upon demand.

- 11.5 The Licensee shall not do or suffer or permit to be done, or omit to do or suffer or permit another person to omit to be done, any act or anything which may render void or voidable, or which may conflict with, the requirements of any policy or policies of insurance, including any regulations of fire insurance underwriters applicable to such policy or policies, whereby the Land or Building or the contents of the Land or Building are insured, or which may cause any increase in premium to be paid in respect of any such policy or policies. In the event that any such policy or policies is or are cancelled by reason of any act or omission of the Licensee, the City shall have the right, at its option, to terminate this Agreement forthwith by giving written notice of termination to the Licensee, and in the event that the premium to be paid in respect of any such policy or policies is or are increased by any act or omission of the Licensee, including the use of the premises for the purposes for which they are licenced in this Agreement, the Licensee shall pay to the City the amount by which said premiums shall be so increased, as additional fees.

12. TERMINATION

- 12.1 If the Licensee fails to pay the Licence Fee when due or fails to fulfill its other obligations under this Agreement or fails to maintain its good standing as a society, then the City can terminate this Agreement upon FIVE (5) DAYS' written notice.
- 12.2 Either the Licensee or the City may terminate this Agreement for any reason provided SIXTY (60) DAYS' advance written notice is delivered to the other party.

13. NOTICE

- 13.1 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, Culture, and Community Services

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

Downtown Courtenay Business Improvement Association
#202- 580 Duncan Avenue,
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.

- 13.2 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.

14. GENERAL

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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 use and occupation of the Licenced Area and Common Areas.
- 14.5 This Agreement shall not fetter the discretion of the City's municipal council and all powers of the City are expressly reserved, subject only to the terms of this Agreement.
- 14.6 This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon the parties' respective successors and assigns.
- 14.7 Time shall be of the essence in this Agreement.
- 14.8 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.
- 14.9 This Agreement shall be governed by the laws and courts of British Columbia and of Canada applicable therein.
- 14.10 This Agreement may be signed in counterparts and such counterparts shall constitute a valid and binding agreement.

As evidence of their agreement to be bound by the above terms and conditions, the parties have executed this agreement below, on the respective dates written below.

THE CITY OF COURTENAY, by its authorized)
signatories, this ____ day of _____, 2023.)

_____)
Name:)

_____)
Name:)

DOWNTOWN COURTENAY BUSINESS)
IMPROVEMENT ASSOCIATION, by its authorized)
signatories, this ____ day of _____, 2023.)

_____)
Name:)

_____)
Name:)

Schedule A

Shared
Storage Room:
CVEX/CYMC/
DCBIA



2nd Floor Total Exterior Area 4152 sq ft
Total Interior Area 3963 sq ft

Schedule B





October 28, 2022

Dear Mayor and Council,

I am writing today at your request to outline all the ways Downtown Courtenay Business Improvement Association currently supports arts, culture and heritage as well as economic development in the downtown core. It's a pleasure to discuss this, as the arts are close to my heart. I have worked as an events contractor for Comox Valley Arts (CVA) and I am currently part of a fire and light performing arts troupe.

When one thinks of a Business Association, the connection to art and culture might not be the first thing that comes to mind. In practice, however, we find that many of our society's activities support this sector.

Let's talk about our relationship with the obvious culture creators in Downtown Courtenay. Our service area boundary includes The Sid Williams Theatre, The Courtenay Museum, Comox Valley Art Gallery (CVAG) and Comox Valley Arts (CVA). As such it is in our mandate to support the work those organizations do, and here are some examples. I recently joined the board of CVAG as a director in order to deepen the relationship between Downtown businesses and the gallery. DCBIA works collaboratively with staff at the Sid Williams Theatre throughout the year to cross-promote their events through ticket contests and other initiatives. You'll often see the Elasmosaurus mascot from the Courtenay and District Museum roaming at events produced by DCBIA.

Events are another way we support arts and culture. By using the streets of Downtown Courtenay as a venue, we bring the arts to life to create memorable experiences for our community and visitors. [Market Day](#), a street fair that's happened for 50 years, features the work of regional artists and crafters as the backbone of its production. [Moonlight and Magic](#), our annual Winter celebration, fills the streets with dozens of local performing artists each November. Both of these events have held space for participation from CVAG and CVA throughout the years. The annual [Christmas Parade](#) DCBIA produces is a real community effort, showcasing the moving creations of local business and community groups as entertaining floats and walking entries.

Through our Infrastructure committee, we oversee an annual Facade Improvement grant for our members. These funds can be used for murals. Interestingly, through the completion of the most recent mural Downtown, we are currently in conversation with a group of local artists and business members to produce an inaugural mural festival. The Marketing committee worked with Pantuso dance and Unveil Studio as a location for their [video](#) dance "recital".

In reference to your request to discuss the marketing grant we received from the City during the Bridge Revitalization project deadline extension, we directed the funds to The Update Company who created a 6 week online campaign. Using geographical and demographic targeting, we framed the extra time spent getting Downtown through the project as "Time Well Spent". Week four's key messaging focused on time spent in museums and galleries Downtown. The Update Company used images of events and merchants to create engaging ads that showcased the culture and shopping of Downtown Courtenay.

All these activities speak to our contribution to economic development by positioning Downtown as a community asset. The DCBIA also uses the service area productively to provide and create a variety of local jobs by supporting emerging and legacy entrepreneurs. Some of our member businesses work directly with schools to train new tradespeople. Foundation Hair Academy is working with SD71 and SD72 to enroll students in their apprenticeship program and Gladstone Brewing Co. engages with the Craft Brewing and Malting program at North Island College. There were also jobs created for people with lived experience on the Morning Crew through discussions with the Safety and Security committee and the Transition Society.

We look forward to using office space at the Centre For the Arts to continue this work and look for new ways to collaborate with other building occupants. Feel free to contact me for further discussion,

In appreciation,

-Tracey Clarke
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