



## ISLAND SAVINGS CENTRE COMMISSION MEETING AGENDA

THURSDAY, MARCH 9, 2017  
ISLAND SAVINGS CENTRE BOARD ROOM  
2687 JAMES STREET, DUNCAN, BC

2:30 PM

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	<u>PAGE</u>
1. <b><u>APPROVAL OF AGENDA</u></b>	
2. <b><u>ADOPTION OF MINUTES</u></b>	
M1 Regular Island Savings Centre Commission meeting of February 9, 2017	1
<b>Recommendation</b> That the Regular Island Savings Centre Commission meeting minutes of February 9, 2017 be adopted.	
3. <b><u>BUSINESS ARISING FROM THE MINUTES</u></b>	
4. <b><u>DELEGATIONS</u></b>	
D1 J. Braydon, President, and R. Riordan, Treasurer, Cowichan Valley Arts Council (CVAC) Re: The status of the CVAC at the Island Savings Centre	3
5. <b><u>CORRESPONDENCE</u></b>	
6. <b><u>INFORMATION</u></b>	
7. <b><u>REPORTS</u></b>	
R1 Report from the Manager, Island Savings Centre Division Re: Licence of Use Agreement	7
<b>Recommendation</b> That it be recommended to the Board that a Licence of Use Agreement with Duncan Dynamics Gymnastics Club, from September 1, 2017 to August 31, 2019 at the Island Savings Centre; be approved.	
R2 Report from the Manager, Island Savings Centre Division Re: Citizen Proposal to Install Commemorative Plaque	17

**Recommendation** That staff be directed to work with Mr. Neil Dirom and through him, descendants of James Evans to prepare wording for a commemorative granite plaque; that the plaque be installed in a suitable location as described in the March 1, 2017 report from the Manager, Island Savings Centre Division, once it is determined that the outcome of the Maple Art Project will not produce a compatible art work for the plaque.

R3	North / Central Cowichan Facility Coordinator Report	Verbal Report
R4	Arts and Culture Division Manager Report	Verbal Report
R5	Island Savings Centre Manager Report	Verbal Report

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

NB1	Report from the Manager, Island Savings Centre Re: 2017 Budget Amendment	19
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**Recommendation**

1. That it be recommended to the Board that the Island Savings Centre Function 420 – Events and Services, be amended as follows:
  - Reduce surplus by \$7,837
  - Reduce expenses for Furniture, Fixtures & Equipment by \$7,837
2. That it be recommended to the Board that the Cowichan Performing Arts Centre Function 426 be amended as follows:
  - Increase deficit by \$2,507
  - Increase revenue for Admissions – Co-Productions - Taxable by \$2,507

**10. QUESTION PERIOD**

**11. CLOSED SESSION**

Motion that the meeting be closed to the public in accordance with the *Community Charter* Part 4, Division 3, Section 90, subsections as noted in accordance with each agenda item.

**12. ADJOURNMENT**

The next Island Savings Centre Commission Meeting will be held Thursday, April 13, 2017 at 2:30 PM, in the Island Savings Centre Board Room, 2687 James Street, Duncan, BC.

**Commission Members**

Councillor A. Siebring, Chairperson  
Councillor, S. Jackson, Vice-Chairperson  
Councillor T. Duncan  
Mayor J. Lefebure

Director L. Iannidardo  
Director A. Nicholson  
Councillor T. Walker



Minutes of the Island Savings Centre Commission Meeting held on Thursday, February 9, 2017 in the Island Savings Centre Board Room, 2687 James Street, Duncan BC at 2:30 PM.

**PRESENT:**           **Councillor A. Siebring, Chair**  
                          **Director S. Jackson**  
                          **Councillor T. Walker**  
                          **Mayor J. Lefebure**

**ALSO PRESENT:**   **T. Askham, Manager, Island Savings Centre**  
                          **B. Coleman, Coordinator, North/Central Cowichan Facility**  
                          **A. Spalding, Coordinator, Administration and Facility Booking**  
                          **A. MacFarlane, Recording Secretary**

**ABSENT:**           **Director T. Duncan**  
                          **Director A. Nicholson**  
                          **Director L. Iannidinaro**

**APPROVAL OF AGENDA**

**It was moved and seconded that the agenda be approved.**

**MOTION CARRIED**

**ADOPTION OF MINUTES**

**M1**                   Regular Island Savings Centre Commission meeting of January 12, 2017

**It was moved and seconded that the minutes of the January 12, 2017 Regular Island Savings Centre Commission meeting be adopted.**

**MOTION CARRIED**

**REPORTS**

**R1**                   Report from the Manager, Island Savings Centre Division Re: Multi Purpose Hall Flooring Donation Response

**It was moved and seconded that the Island Savings Centre respectfully decline the offer of a donation to cover the cost of replacing the current multi-purpose hall floor with a wood sport floor.**

**MOTION CARRIED**

**R2**                   Report from the Manager, Island Savings Centre Division Re: 2017 Budget Amendment

**It was moved and seconded that it be recommended to the Board that the Island Savings Centre 2017 Budget be amended as follows:**

1. That the Island Savings Centre Draft 2017 Budget be approved with the following amendments:
  1. Decrease Federal Conditional Grants revenue by \$50,000 in Function 420;
  2. Increase Sponsorship revenue by \$75,000 in Function 420;
  3. Increase Recovery of Costs by \$10,000 in Function 420;
  4. Decrease Consultants expense by \$20,000 in Function 420;
  5. Increase Security expense by \$35,000 in Function 420;
  6. Increase Capital Building Improvements expense by \$20,000 in Function 420;
  7. Decrease Federal Conditional Grants revenue by \$91,875 in Function 423;
  8. Decrease Sponsorship revenue by \$75,434 in Function 423;
  9. Decrease Capital Building Improvements expense by \$202,095 in Function 423;
  10. Increase Security expense by \$34,786 in Function 423.

**MOTION CARRIED**

**R3** Report from the Coordinator, North / Central Cowichan Facility

The Coordinator of the North / Central Cowichan Facility gave a verbal report on operations.

**R4** Report from the Manager, Island Savings Centre Division

The Manager of the Island Savings Centre Division gave a verbal update on programs and administration.

**ADJOURNMENT**

**3:04 p.m.** It was moved and seconded that the meeting be adjourned.

**MOTION CARRIED**

The meeting adjourned at 3:04 p.m.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_



REQUEST TO APPEAR AS A DELEGATION

(Submit completed form to Island Savings Centre Division – Fax 250.746.0054)

REQUEST TO ADDRESS: ISLAND SAVINGS CENTRE COMMISSION

\_\_\_\_\_ COMMITTEE at the meeting of  
March 9, 20 17 at 2:30 pm

APPLICANT NAME: Cowichan Valley Arts Council (CVAC)

As: President + Treasurer: Judy Brayden, Richard Riordan  
(capacity / office)

NUMBER ATTENDING: 2

Applicant mailing address: 5658 W. Riverbottom Rd., Duncan B.C.

Applicant Telephone: (250)701-0570 Fax:

Applicant email: judybrayden@shaw.ca

PRESENTATION TOPIC and NATURE OF REQUEST:

To apprise the ISC Commissioners of the status of CVAC and its future at the Island Savings Centre.

(If more space is required, please attach an additional page to this form)

J. Brayden  
Signature

Jan. 27, 2017  
Date

Island Savings Centre, 2687 James Street, Duncan BC V9L 2X5.  
Please address inquiries to the Administrative Assistant at 250.746.3401.



## March 9, 2017 Cowichan Valley Arts Council (CVAC) presentation to the ISC Commission

Presenters: Judy Brayden, 2017 CVAC President and Richard Riordan, 2017 CVAC Treasurer

**We thank you yet again, for your continued support of arts and culture through your support of CVAC.** We would ask that you continue to think of us in any plans regarding the future use of the Island Savings Centre.

**We do have a specific “ask”.** It is that the Cowichan Valley Arts Council (CVAC) be considered for a larger venue in the ISC. We know that you are undertaking consultation on the use of the Aquannis Centre space and feel that this is an appropriate time to open up discussions on the enhanced role of CVAC in the ISC. We enjoy our current PORTAL home and would appreciate somewhere in that immediate area – the obvious place being the Cowichan Suite.



*Figure 1 ISC Cowichan Suite in use Cowichan Valley Fine Arts Show, May 2016*

**CVAC has established a best practise for service delivery in Arts & Culture and this was used in the framework of the new regional model for arts council contributions.** The members and Board are ready to respond to more community requests to present arts-related workshops and events here in the ISC. However, dearly loved as it is, our current location in PORTALS physically prohibits us from responding to these requests. *In 2016 CVAC invested in excess of \$5000 in outside rentals so that we could convene important art & culture-related meetings, workshops and community conversations, including our Youth Opportunity Program and Outreach Project.*

CVAC is ready to host more provincial, national and international shows and events and in our eyes the Cowichan Suite is the most appropriate venue available in the region for those events. These shows require a sophisticated space and often the budget to sponsor such events is hard to generate. While the economic

March 9, 2017 CVAC Presentation to the ISC Commission



spin-off is measurable in the community-at-large, with increases in accommodation, restaurants and increased business revenue, for CVAC it often only means a small donation in a collection box. We see little economic gain which means it is financially crippling if we must rent extra rooms. In addition to the financial concerns, it is taxing when we are forced to curate shows in rooms not necessarily appropriate for our needs.

With your help, we are determined to “raise the bar” even higher and to host more and more Provincial & National events and shows. In late 2015 we hosted the prestigious *Surface Design Group Show* that saw 600 guests to the building, many of whom were from outside our region. We have tried to rebook this national group, but they have told us that they cannot hang another show with us because the 432 square foot PORTALS space precludes them from hanging larger pieces. The cost of hiring larger rooms means that the show would not be accessible to all, as we could not offer free entry, reducing the opportunities for our more vulnerable citizens. This would also be the situation with other national events.



Figure 2 International fibre arts seen in PORTALS

Lastly, had we the luxury of more space, we would be able to respond to other opportunities that arise. For example: the forthcoming National Aboriginal Hockey Tournament being held at the ISC in May of 2017. We could be flexible and respond by organizing arts-related activities for the youth and guests who are visiting, and therefore merge arts with recreation in a unique way, enhancing the overall experience of the users. We are committed to working closer with ISC to further enhance visitor experience, but with the limitations of our beloved PORTALS, we are simply not able to take advantage of these cross-genre opportunities. With sincere appreciation of your time invested in considering our request. We are at your service should you have any questions.

Judy Brayden and Richard Riordan

On behalf of the Board and membership of the Cowichan Valley Arts Council (CVAC)

March 9, 2017 CVAC Presentation to the ISC Commission





# STAFF REPORT TO COMMISSION

**DATE OF REPORT** March 1, 2017

**MEETING TYPE & DATE** Closed Session Island Savings Centre Commission of March 9, 2017

**FROM:** Island Savings Centre Division  
Community Services Department

**SUBJECT:** Licence of Use Agreement

**FILE:** N/A

## PURPOSE/INTRODUCTION

The purpose of this report is to seek approval for a Licence of Use Agreement with Duncan Dynamics Gymnastics for the period September 1, 2017 to August 31, 2019.

## RECOMMENDED RESOLUTION

That it be recommended to the Board that a Licence of Use Agreement with Duncan Dynamics Gymnastics Club, from September 1, 2017 to August 31, 2019 at the Island Savings Centre; be approved.

## BACKGROUND

Duncan Dynamics Gymnastics Club has occupied a portion of the former Aquannis Centre space (approximately 1,000 square metres) since 2009 as a tenant of the City of Duncan and the Municipality of North Cowichan (jointly). In 2016, ownership of the property occupied by the Club transferred to the CVRD along with an assignment of the Licence of Occupation and transfer of the deposit of \$2,000 received under the licence agreement. The transferred Agreement expires August 31, 2017.

## ANALYSIS

Based on the Commission's interest in conducting community consultation prior to making any long term commitments regarding the future of the space known as the former Aquannis Centre, and with awareness of Duncan Dynamics Gymnastics Club's interest in remaining in the building, it is recommended that a two year Licence of Use agreement be offered to the Club. Two years allows for the Commission to undertake a process with the community to determine the future of the space, while offering the Club some business continuity security.

In preparation, a Draft was prepared under similar terms and conditions as currently exist, and referred to the CVRD legal counsel for review. The terms include an annual rent increase in line with Consumer Price Index (CPI). Counsel recommended an increase in the liability insurance required from \$2 million to \$5 million given the nature of the activities carried out by the Club. This condition has been written into the Draft Agreement attached.

The agreement has been endorsed by the Board of Directors of Duncan Dynamics Gymnastics Club.

## FINANCIAL CONSIDERATIONS

The current monthly rent for the space is \$2,278.50 (\$27,342/year). When CPI for July 2016 is incorporated into the current rent in accordance with the existing Agreement, the new base rent is \$2,310/month, providing an annual income for the Island Savings Centre of \$27,720.

**COMMUNICATION CONSIDERATIONS**

N/A

**STRATEGIC/BUSINESS PLAN CONSIDERATIONS**

N/A

Referred to (upon completion):

- Community Services (*Island Savings Centre, Cowichan Lake Recreation, South Cowichan Recreation, Arts & Culture, Public Safety, Facilities & Transit*)
- Corporate Services (*Finance, Human Resources, Legislative Services, Information Technology*)
- Engineering Services (*Environmental Services, Recycling & Waste Management, Water Management*)
- Planning & Development Services (*Community & Regional Planning, Development Services, Inspection & Enforcement, Economic Development, Parks & Trails*)
- Strategic Services

Prepared by:

Reviewed by:



Terri Askham  
Manager

Not Applicable  
Not Applicable



John Elzinga  
General Manager

**ATTACHMENTS:**

Attachment A – Licence of Use Agreement



## Attachment A

## LICENCE OF USE

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

BETWEEN:

Cowichan Valley Regional District  
175 Ingram Street  
Duncan, B.C.  
(the "**Owner**")

OF THE FIRST PART

AND:

Duncan Dynamics Gymnastics Club  
2685 James Street  
Duncan, B.C.  
(the "**Club**")

OF THE SECOND PART

**WHEREAS :**

- A. The Owner is the owner of the Land defined in section 1 of this Agreement;
- B. The Club wishes to be granted this licence of use with respect to the licensed area, as defined in section 1 of this Agreement, and the Owner has agreed.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the licence fee to be paid by the Club to the Owner and in consideration of the premises and covenants and agreements contained in this agreement (the "**Agreement**"), the Club and the Licensee covenant and agree with each other as follows:

**Definitions**

1. In this Agreement,
  - (a) "Owner" means the Cowichan Valley Regional District,
  - (b) "Club" means Duncan Dynamics Gymnastics Club of 2685 James Street, Duncan, B.C., c/o Tom Austin, President,
  - (c) "Land" means the lands situated at 2685 James Street, Duncan, B.C., legally described

as Lot 1, Section 18, Range 6, Quamichan District, Plan VIS741, owned by the Owner,

- (d) "Licenced Area" means the part of the building situated on the Land outlined in Schedule "A," containing approximately 1,000 square metres,
- (e) "Deposit" means the sum of \$2,000, to be held by the Owner pursuant to section 3(c) of this Agreement,
- (f) "Permit" means an approval, authorization, consent, license, or permit, issued under any statute or regulation, which is lawfully required for the Club's use and occupation of the Licenced Area, and
- (g) "Hazardous substance" means a contaminant, dangerous good, hazardous substance, pollutant, special waste, or toxic substance, or waste, as defined under the federal Canadian Environmental Protection Act or provincial Environmental Management Act, or other legislation pertaining to the environment (such legislation is hereafter referred to as "environmental laws").

### **Grant of Licence**

- 2. The Owner grants the Club a licence (the "licence") to occupy the Licenced Area, on the terms and conditions stated in this Agreement, from September 1, 2017 to August 31, 2019 (the "Term").

### **Fees and Deposit**

- 3. In consideration for granting the license, the Club agrees to pay the Owners:
  - (a) A licence fee of \$2,310.00 per month (the "Licence Fee"), plus applicable taxes, in advance on the start of every month of the Term until the licence ends, starting on September 1, 2017.
  - (b) The amount of the Licence Fee shall be increased every twelve months by an amount equal to the percentage increase in the Consumer Price Index (All Items – Greater Victoria) over the previous twelve month period. For certainty, if there is a decrease in the Consumer Price Index, the Licence Fee shall not be reduced.
  - (c) The Deposit, as security for the performance of the Club's obligations under this Agreement. The Owner and the Club both acknowledge that the deposit previously paid by the Club to the Municipality of North Cowichan, the Owner's predecessor in title has been assigned to the Owner and will be held by the Owner as the Deposit under this Agreement.
  - (d) Any arrears in payment of the Licence Fee are to bear interest at 1.5 percent per month.

### **Use of Licenced Area**

- 4. The Club may use the licenced area for the following purposes only:
  - a) Teaching gymnastics and gymnastic competitions;
  - b) Teaching dance, aerobics, martial arts; and

- c) Other athletic training classes for core, balance and strength training, from time to time, for athletes in other sports who may need such training.
5. The Club has inspected the licenced area and acknowledges that it is suitable for athletic training classes, and associated offices and washrooms, and accepts the licenced area “as is where is”.

#### **Nature of Licence**

6. The Club acknowledges that this Agreement grants a licence only, and does not give, and must not be deemed to give, any other interest in the licenced area.

#### **Dealings with Licence**

7. The Club may not assign the licence, or sub-licence all or part of the licenced area, without the Owner's prior written consent. The Owner may withhold consent without reason.
8. Assigning the licence does not release the Club from its obligations under the licence.
9. The Club may not encumber its interest in the licence.
10. The Club may not allow another person except (a) its agents, employees, members and guests, and (b) assignees and sub-licencees permitted by the Owner, to occupy all or part of the licenced area.
11. The Club must ensure that its agents, employees, members, guests, and assignees and sub-licencees permitted by the Owner, comply with the terms of the licence.
12. The Club and its agents, employees, members, guests, assignees, and sub-licencees are not, and must not be deemed to be, agents or employees of the Owner.

#### **Re-entry into Licenced Area**

13. The Club must allow the Owner, and persons whom the Owner authorizes, to enter the licenced area at any time on reasonable notice and for any reason.

#### **Maintenance of Licenced Area**

14. The Club accepts full responsibility for the condition of the licenced area and agrees to keep the licenced area clean, tidy, and in good repair. The Owner is not obligated to conduct any repairs or maintenance within the licenced area.

#### **Repairs to Licensed Area**

15. The Club must repair, at its expense, damage to the licenced area that results from the use of the licenced area by the Club or a person whom the Club allows to enter onto the licenced area.

#### **Enactments and Permits**

16. The Club must, during the Term, comply with all applicable enactments and permits regulating the use and occupancy of the licenced area. Without limitation, the Club must comply, during the Term, with applicable enactments and permits relating to (a) building, (b)

fire protection and control, and (c) environmental laws.

17. The Club must show the Owner, on demand, that the Club holds all Permits necessary for the Club's use and occupation of the licenced area, and that the Permits are in good standing.

#### **Taxes**

18. The Club must pay, on time, all taxes imposed during the Term on the Club's activity, income, and property, including but not limited to all taxes imposed on the Club as a result of the Club's use and occupation of the licenced area, and Workers' Compensation Board assessments.

#### **Liens**

19. The Club must promptly remove liens against all or part of the licenced area or the Land that arise from work done for, materials supplied to, and obligations incurred by, the Club.

#### **Utilities**

20. The Club must pay, on time, charges that the Club incurs during the Term for utilities supplied to the licenced area, and must pay the annual costs to re-certify the fire sprinkler system, fire alarms and all exit and emergency lighting.

#### **Changes and Improvements to Licenced Area**

21. If a provincial or federal enactment or a change to a provincial or federal enactment requires changing the licenced area or part of the licenced area, then the Club must (a) notify the Owner, and (b) change the licenced area or part of the licenced area (as the case may be) at the Club's expense. Otherwise, the Club may not change or improve the licenced area, or part of the licenced area, without the Owner's prior written consent.

#### **Nuisances**

22. The Club must not do or have or allow to be done anything in the licenced area that is, in the Owner's opinion, a nuisance.
23. The Owner may, at any time, in its sole discretion, revoke permission for any person to remain within the licenced area and may evict any person or persons who is or are or who may be causing a nuisance, creating a disturbance or otherwise behaving in an unacceptable manner.

#### **Environmental Protection**

24. The Club must not store or have stored, treat or have treated, or dispose or have disposed, hazardous substances in the licenced area, except with the consent of the Owner, which may be withheld for any reason, and then only in accordance with applicable environmental laws.
25. The Club must notify the Owner immediately if (a) a hazardous substance is released in the licenced area, (b) a government agency notifies the Club that the Club is not complying with an environmental law, (c) the Club is notified of a third-party claim relating to the environment, or (d) the Club learns that a hazardous substance is present in the licenced area.



26. The Club must investigate, and report to the Owner, as the Owner directs, if the Owner reasonably suspects that the Club's occupation and use of the licenced area might be introducing, or increasing the presence of, hazardous substances in the licenced area.
27. If the Club's use and occupation of the licenced area introduces, or increases the presence of, hazardous substances in the licenced area, then the Club must undertake remediation (as defined In the Environmental Management Act of British Columbia) at its expense.

### **Indemnity**

28. The Club agrees to indemnify and save harmless the Owner against any and all claims, actions, causes of action, damages, costs (including legal costs on a solicitor client basis) arising from
  - (a) the Club's occupation and use of the licenced area, or
  - (b) breach of a term or condition of the licence by the Club or an agent, employee, member, guest, assignee and sub-licencee of the Club;
  - (c) any injury, loss or damage sustained by any person while present on the licenced area.

### **Insurance**

29. The Club must take out and maintain during the Term, comprehensive general liability insurance of at least \$5,000,000.00 on terms, and from an insurer, acceptable to the Owner.
30. The Club's comprehensive general liability insurance policy must
  - (a) Name the Owner as an additional insured,
  - (b) State that the policy may not be cancelled, allowed to expire, or materially changed, unless the insurer notifies the owner in writing at least 30 days in advance, and
  - (c) State that the Owner's insurance claims must be paid before any other.
31. The Club must supply the Owner with proof of insurance (a) when this agreement is signed, (b) annually at the anniversary date, and (c) on any renewal of the licence.

### **Release**

32. The Club releases and forever discharges the Owner from claims arising from
  - (a) the licence's grant, existence and end,
  - (b) the Club's occupation and use of the licenced area, and
  - (c) the Owner exercising its rights under the licence.

### **Curtailement or Temporary Suspension of Use**

33. If the Owner determines that circumstances beyond the Owner's control require curtailing or temporarily suspending the Club's use of the licenced area, then the Club must curtail or

temporarily suspend (as the case may be) its use of the licenced area as the Owner directs.

### **Default**

34. If the Club does not fulfill an obligation under the licence, then the Owner may fulfill the obligation for the Club. If the Owner incurs costs to fulfill an obligation under the licence that the Club does not fulfill, then the Owner may recover the owner's costs of fulfilling the obligation from the Club on demand.

### **Cancellation or Forfeiture of License**

35. The Owner or the Club may cancel the licence for just cause with, at minimum, sixty (60) days written notice. In the absence of just cause, either party may cancel the licence with, at minimum, twelve (12) months written notice.
36. If the Club does not fulfill an obligation under the licence, then the Owner may, rather than fulfill the obligation for the Club, cancel the licence in writing, effective sixty (60) days after giving notice, unless the Club fulfills the obligation in that time.
37. If (a) a creditor of the Club tries to seize the licence, or take the licence in execution or attachment, or (b) the Club becomes bankrupt or insolvent, then the Club forfeits the licence, and improvements to the licenced area, to the Owner.

### **End of License**

38. The Club must give up possession of the licenced area when the licence ends.
39. When the license ends, the Club must
  - (a) remove, at its expense, its property from the licenced area,
  - (b) leave the licenced area clean, tidy, and in good repair, and
  - (c) remove, at its expense, improvements to the licenced area as the Owner directs.
40. If the Club (a) does not change or improve the licenced area, or part of the licenced area, during the licence without the Owner's prior written consent, (b) removes its property from the licenced area when the licence ends, (c) leaves the licenced area in good repair when the licence ends, and (d) removes improvements to the licenced area as the Owner directs when the licence ends, then the Owner must refund the Club the Deposit without interest. Otherwise, the Club forfeits the Deposit to the Owner.

### **Continuation of Licence**

41. The Owner and the Club may begin negotiations to renew this licence by August 31, 2018 and complete negotiations by March 31, 2019. Any renewal of the licence is subject to the approval of the terms and conditions of the renewal licence by the Board of the Cowichan Valley Regional District, in its sole discretion.
42. If the Club continues to occupy the licenced area after August 31, 2019, with the consent of the Owner, then the licence continues on a month to month basis, but otherwise on the same terms and conditions as set out in this Agreement, except that

- (a) the Club must pay the Owner a Licence Fee of \$4,000.00 per month in advance for every month or part of a month that the Club continues to occupy the licenced area,
- (b) if the Club continues to occupy the licenced area under this provision, the amount of the Licence Fee payable under sub-paragraph (a) shall be increased every twelve months by an amount equal to the percentage increase in the Consumer Price Index (All Items – Greater Victoria) over the previous twelve month period (for certainty, if there is a decrease in the Consumer Price Index, the Licence Fee shall not be reduced) and
- (c) the Owner may cancel the licence in writing anytime.

**Dispute Resolution**

- 43. The Owner and the Club agree to try to resolve disputes that arise from or in connection with this agreement as efficiently and cost effectively as possible.
- 44. The Owner and the Club agree to try to resolve disputes by negotiation. To aid negotiation, the Owner and the Club agree to fully and frankly disclose relevant information.

**Freedom of Information**

- 45. The Club acknowledges that the Freedom of Information and Protection of Privacy Act may require disclosing (a) this Agreement, and (b) records relating to this Agreement that are in the Owner’s custody or under its control.

**IN WITNESS WHEREOF** the parties have set their hands and seals as of the day and year first above written.

**COWICHAN VALLEY REGIONAL DISTRICT**, by )  
Its authorized signatory(ies): )

\_\_\_\_\_ )  
Name: )

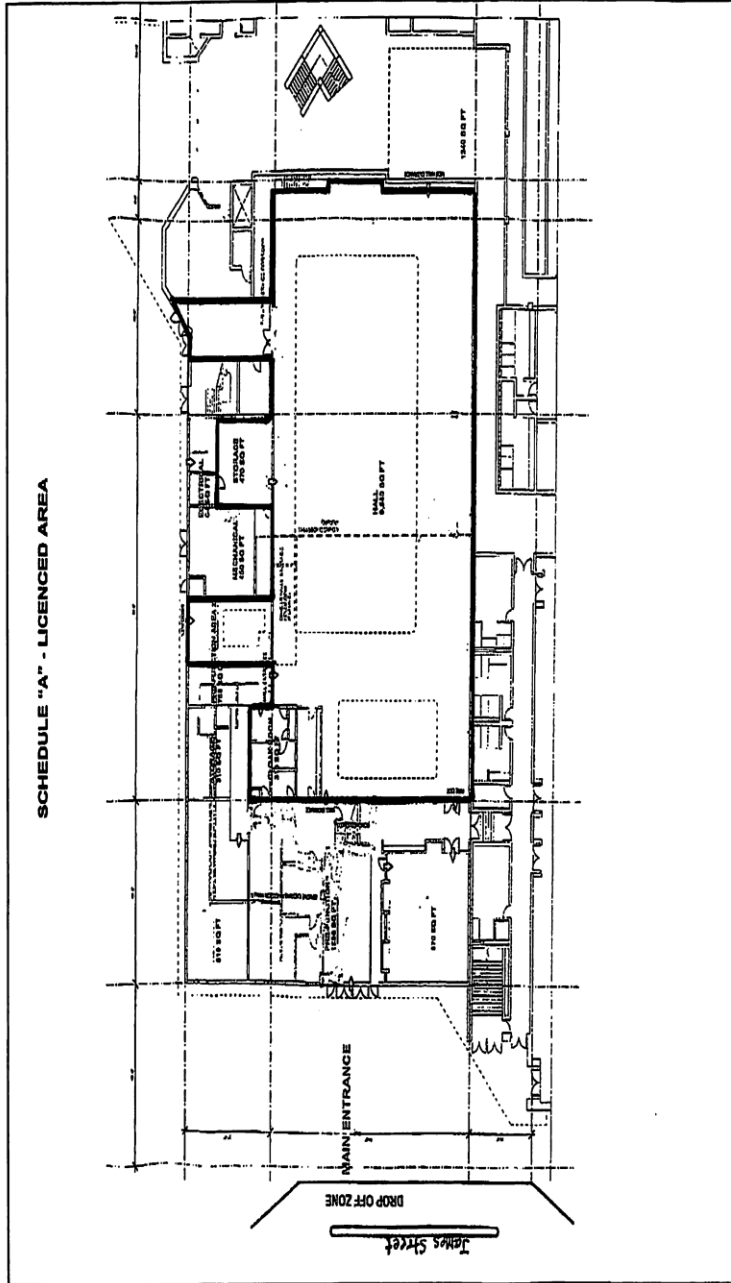
\_\_\_\_\_ )  
Name: )

**DUNCAN DYNAMICS GYMNASTICS CLUB**, by )  
Its authorized signatory(ies): )

\_\_\_\_\_ )

Tom Austin, President: )

\_\_\_\_\_)  
Name: )





# STAFF REPORT TO COMMISSION

**DATE OF REPORT** March 1, 2017

**MEETING TYPE & DATE** Island Savings Centre Commission of March 9, 2017

**FROM:** Island Savings Centre Division  
Community Services Department

**SUBJECT:** Citizen Proposal to Install Commemorative Plaque

**FILE:** N/A

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## PURPOSE/INTRODUCTION

The purpose of this report is to inform the Commission of a citizen request to install a commemorative plaque at Island Savings Centre and to seek direction in response.

## RECOMMENDED RESOLUTION

That staff be directed to work with Mr. Neil Dirom and through him, descendants of James Evans to prepare wording for a commemorative granite plaque; that the plaque be installed in a suitable location as described in the March 1, 2017 report from the Manager, Island Savings Centre Division, once it is determined that the outcome of the Maple Art Project will not produce a compatible art work for the plaque.

## BACKGROUND

Local historian, Mr. Neil Dirom, contacted the Manager, Island Savings Centre, suggesting the installation of a plaque at or near a maple tree in the new landscape at the West side of the facility, recognizing the James Evans family. Once Mr. Dirom understood that such an installation would be a Commission decision he asked that the Manager bring forward the proposal promptly.

A Call to Artists was issued February 17, 2017 to seek proposals to create an artwork incorporating some or all of the wood salvaged from the maple tree that was removed in August 2016. The tree is reported to be the last remaining tree from the time when the land on which the Centre sits served as the James Evans family farm. The Call to Artists closes March 17, 2017. The Call does not prohibit reference to the wood's origin or to a historical reference related to the use of the lands. The Call offers artists the option of proposing work(s) that are intended for either the interior or exterior of the building, with some limitation due to the function of the landscape as a bioswale. The selection process is anticipated to be completed in time for the May 2017 Commission meeting.

Mr. Dirom would prefer the Commission not wait until the selection panel has concluded its full process to make a decision regarding the inclusion of a commemorative plaque. His position is that the plaque be considered independently from the art project because reference to the Evans family should be connected to the lands, irrespective of the last tree's removal. Mr. Dirom has indicated that he would be able to work with descendants of James Evans to determine appropriate wording for such a plaque.

## ANALYSIS

Should the Commission wish to install a commemorative plaque, it is recommended that staff be directed to work with descendants of James Evans, through and with Mr. Dirom, to determine wording, and to establish a suitable location near one of the maples in the landscape, so that the plaque is easily viewable for passersby, without interfering with the bioswale function or requiring

passersby to walk into the landscape to read the plaque.

Staff may be directed to proceed with manufacture and installation after March 17, 2017 when it will be known if a compatible art work is proposed for the exterior of the building. Should a possible compatible art work be proposed, it is suggested that manufacture and installation of the plaque be delayed until the outcome of the competition is known in early May 2017. If a compatible artwork is selected, staff can work with the artist to incorporate commemoration into the work and or location. If a compatible art work is not selected, installation may proceed independently.

#### FINANCIAL CONSIDERATIONS

It is suggested that a maximum budget of \$500 would be sufficient for a granite plaque in keeping with Mr. Dirom's suggestion. The budget includes manufacture of the plaque, a mounting surface and installation, to be funded through the 2017 Island Savings Centre operating Budget.

#### COMMUNICATION CONSIDERATIONS

Consultation with the Strategic Services Manager suggests that a News Release announcing the artist selection include reference to the installation of a commemorative plaque.

#### STRATEGIC/BUSINESS PLAN CONSIDERATIONS

N/A

Referred to (upon completion):

- Community Services (*Island Savings Centre, Cowichan Lake Recreation, South Cowichan Recreation, Arts & Culture, Public Safety, Facilities & Transit*)
- Corporate Services (*Finance, Human Resources, Legislative Services, Information Technology*)
- Engineering Services (*Environmental Services, Recycling & Waste Management, Water Management*)
- Planning & Development Services (*Community & Regional Planning, Development Services, Inspection & Enforcement, Economic Development, Parks & Trails*)
- Strategic Services

Prepared by:

Terri Askham  
Manager

Reviewed by:

Not Applicable  
Not Applicable

John Elzinga  
General Manager



# STAFF REPORT TO COMMISSION

**DATE OF REPORT** March 8, 2017  
**MEETING TYPE & DATE** Island Savings Centre Commission of March 9, 2017  
**FROM:** Island Savings Centre Division  
 Community Services Department  
**SUBJECT:** 2017 Budget Amendment  
**FILE:** N/A

## PURPOSE/INTRODUCTION

The purpose of this report is to request amendments to the 2017 Budget.

## RECOMMENDED RESOLUTION

1. That it be recommended to the Board that the Island Savings Centre Function 420 – Events and Services, be amended as follows:
  - Reduce surplus by \$7,837
  - Reduce expenses for Furniture, Fixtures & Equipment by \$7,837
2. That it be recommended to the Board that the Cowichan Performing Arts Centre Function 426 be amended as follows:
  - Increase deficit by \$2,507
  - Increase revenue for Admissions – Co-Productions - Taxable by \$2,507

## BACKGROUND

The 2016 year end financial report for Island Savings Centre Function 420 – Events and Services shows a lower than planned surplus. The Cowichan Performing Arts Centre has a small year end deficit. These situations require offsetting amendments to the 2017 budgets for each function.

Island Savings Centre Function 420 – Events and Services ended 2016 with a surplus of \$185,196. \$163,033 are reserve funds from Duncan & North Cowichan, received during the property transfer of the Aquannis Centre space and will be transferred into an Aquannis Centre reserve, leaving a surplus of \$22,163. The 2017 budget calls for \$30,000 of surplus from 2016 to be brought forward for the recreation software replacement project. Because there is only \$22,163 available from surplus the remaining \$7,837 must be accounted for by a reduction in another expenditure account in 2017. The reduced surplus is a result of higher than planned expenses for internal capital project management in 2016. As the Capital Projects Division wound down at the end of 2016, costs were distributed across 2016 projects at a slightly higher rate than budgeted, resulting in an additional expense of \$8,810 in this function.

Cowichan Performing Arts Centre Function 426 realized a deficit of \$2,507 as a result of higher than planned Hydro expenses.

Function 423 – Arena and Function 426 – Library, both ended the year with small surpluses, at \$12,517 and \$948 respectively, which will result in a total of \$13,465 being moved to operating reserves for use in future years. These surpluses cannot be utilized to offset the additional expenses for the other functions due to the funding structure for each function.

## ANALYSIS

To accommodate the reduced surplus transfer in Function 420, while leaving \$30,000 available for the recreation software replacement, it is recommended that the budget for furniture, fixtures and equipment be reduced by \$7,837.

To cover the small deficit for the Cowichan Performing Arts Centre Function 426, it is recommended that the revenue for Admissions for Co-Productions be increased by \$2,507. This revenue is generally conservatively budgeted and it is reasonable to assume this increased amount will be reached.

**FINANCIAL CONSIDERATIONS**

Should the software replacement costs come in at less than the \$30,000, some or all of the reduced amount in furniture, fixtures and equipment may become available before year end for equipment. If the recreation software replacement does require the entire budget amount, non-urgent furniture, fixture and software purchases can be moved to a future year.

**COMMUNICATION CONSIDERATIONS**

N/A

**STRATEGIC/BUSINESS PLAN CONSIDERATIONS**

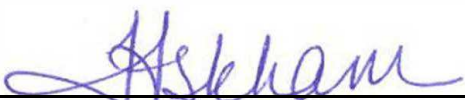
N/A


Referred to (upon completion):

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- Strategic Services

Prepared by:

Reviewed by:

  
 \_\_\_\_\_  
 Terri Askham  
 Manager

Not Applicable  
 Not Applicable  
  
  
 \_\_\_\_\_  
 John Elzinga  
 General Manager