

**THE CORPORATION OF THE CITY OF GRAND FORKS
AGENDA - COMMITTEE OF THE WHOLE MEETING**

**Monday, March 14, 2016, at 9:00 am
7217 - 4th Street, Council Chambers City Hall**

	<u>ITEM</u>	<u>SUBJECT MATTER</u>	<u>RECOMMENDATION</u>
1.	<u>PRESENTATIONS</u>		
	a) Mayor Konrad	Thank you to Arjo Stalker for his great work at Public Works this year and wishing him well in the future	
	b) Mayor Konrad	Thank you and public recognition to Nancy and Al from Body Edge Fitness for their contribution to the Family Day Event	
	c) Mayor Konrad	Presentation of Long Service Awards to employees	
2.	<u>CALL TO ORDER</u>		
3.	<u>COMMITTEE OF THE WHOLE AGENDA</u>		
	a) Adopt agenda	March 14th, 2016, COTW	Adopt agenda as presented.
	b) Reminder	In-Camera Meeting directly following COTW Meeting	
4.	<u>REGISTERED PETITIONS AND DELEGATIONS</u>		
	a) Grand Forks Dog Park Delegation - Grand Forks Dog Park	Presentation from the Grand Forks Dog Park requesting allocation of funds to participate in cost sharing for improvements to Dog Park	THAT the COTW receives for information the presentation from the Grand Forks Dog Park as presented.
5.	<u>PRESENTATIONS FROM STAFF</u>		
	a) Chief Financial Officer Memo - CFO - Finance Policies and Bylaw Timelines	Timeline for Tangible Capital Assets and Purchasing Policy Amendments Timeline for 2016 Financial Bylaws	THAT the COTW receives the memorandum from the Chief Financial Officer regarding the timeline for tangible capital assets and purchasing policy amendments and the timeline for the 2016 financial bylaws.

- | | | |
|--|---|---|
| <p>b) Administration-Corporate Services
 RFD - Admin.-Corp. - Proposed Fee for Service Agreements</p> | <p>Proposed fee for Service Agreement for: Boundary Museum Society, Boundary Regional Chamber of Commerce, and Boundary District Arts Council</p> | <p>THAT the COTW recommends to Council to consider the proposed amendments to the Boundary Museum Society, Boundary Regional Chamber of Commerce, and Boundary District Arts Council Fee for Service Agreements;
 AND FURTHER THAT these considerations and/or additional amendments will be determined by Council at the March 29, 2016 Regular Meeting.</p> |
| <p>c) Administrative-Corporate Services
 RFD - Admin.-Corp. - Gallery 2 Request for Early Release of Portion of Funds & Amendments</p> | <p>Gallery 2 request for early release of portion of funds for 2016 and amendments to Funding and Lease Agreements</p> | <p>THAT the COTW recommends to Council to consider the request from the Art Gallery Society for the early release of a portion of their funding for 2016;
 AND FURTHER THAT Council considers the proposed amendments to the Grand Forks Art Gallery, Heritage and Visitor Centre Fee for Service Funding Agreement and Lease Agreement;
 AND THAT these considerations will be decided by Council at the March 29, 2016, Regular Meeting;
 BE IT FURTHER RESOLVED THAT the COTW recommends that staff be directed to advertise the legislative requirements as it pertains to disposition of City property as per Section 26 of the Community Charter.</p> |
| <p>d) Manager of Operations
 Memo - Mgr. of Op. - Tree, Street light, Safety Policy</p> | <p>Memorandum on Timeline - Tree Policy, Street Light Policy, Safety Policy</p> | <p>THAT the COTW receives the memorandum from the Manager of Operations regarding the Timeline - Tree Policy, Street Light Policy, Safety Policy.</p> |
| <p>e) Deputy Manager of Operations
 RFD - Deputy Mgr. of Op. - Policy 1206-A1 Campground</p> | <p>Campground Policy No. 1206-A1</p> | <p>THAT the COTW receives the report and further directs staff to present for adoption to Council the proposed Policy No. 1206 at the April 11, 2016, Regular Meeting of Council.</p> |

- f) Monthly Highlight Reports from
Department Managers
[Building & Bylaw Services](#)
[Chief Financial Officer](#)
[Corporate Services](#)
[Development & Engineering](#)
[Fire Chief](#)
[Operations](#)

Staff request for Council to
receive the monthly activity
reports from department
managers

THAT the COTW receives the
monthly activity reports from
department managers.

6. **REPORTS AND DISCUSSION**

7. **PROPOSED BYLAWS FOR DISCUSSION**

- a) Chief Financial Officer
[Bylaw - RFD - CFO - Bylaw 2024, 2016-2020 Financial Plan](#)
- b) Deputy Manager of Operations
[Bylaw - RFD - Deputy Mgr. of Op. - Bylaw 1812 R-1 Repeal Campground](#)
- c) Deputy Manager of Operations
[Bylaw - RFD - Deputy Mgr. of Op. - Bylaw 2026 Campground Bylaw](#)

Introduction of 2016-2020
Financial Plan Bylaw 2024

THAT the COTW
recommends to Council to
give first three reading to
2016-2020 Financial Plan
Bylaw 2024 at the March 29,
2016, Regular Meeting of
Council.

Campground Repeal Bylaw
No. 1812 R-1

THAT the COTW receives the
report and further directs staff
to present to Council the first
three readings of the
proposed Repeal Bylaw No.
1812 R-1 at the April 11,
2016, Regular Meeting of
Council.

Campground Regulation
Bylaw No. 2026

THAT the COTW receives the
report and further directs staff
to present to Council the first
three readings of the
proposed Bylaw No. 2026 at
the April 11, 2016, Regular
Meeting of Council.

8. **INFORMATION ITEMS**

9. **CORRESPONDENCE ITEMS**

10. **LATE ITEMS**

11. **REPORTS, QUESTIONS AND INQUIRIES
FROM MEMBERS OF THE COUNCIL
(VERBAL)**

12. **QUESTION PERIOD FROM THE PUBLIC**

13. **IN-CAMERA RESOLUTION**

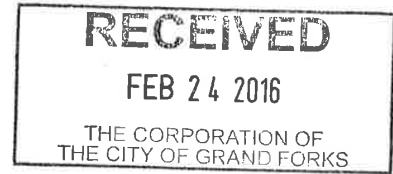
a) Chief Administrative Officer

Immediately following the
COTW Meeting, Council will
hold an In-Camera Meeting

THAT the COTW
recommends Council
convene an In-Camera
Meeting as outlined under
Section 90 of the Community
Charter to discuss matters in
a closed meeting which are
subject to Section 90 (1)(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; Section 90 (1)(g)
litigation or potential litigation
affecting the municipality;
Section 90 (2)(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;
BE IT FURTHER RESOLVED
THAT persons, other than
members, officers, or other
persons to whom Council
may deem necessary to
conduct City business, will be
excluded from the In-Camera
Meeting.

14. **ADJOURNMENT**

Council Delegations



Background

Council for the City of Grand Forks welcomes public input and encourages individuals and groups to make their views known to Council at an open public meeting.

Council needs to know all sides of an issue, and the possible impacts of any action they make take, prior to making a decision that will affect the community. The following outline has been devised to assist you in preparing for your presentation, so that you will understand the kind of information that Council will require, and the expected time frame in which a decision will be forthcoming. Council may not make a decision at this meeting.

Presentation Outline

Presentations may be a maximum of 10 minutes.

Your Worship, Mayor Konrad, and Members of Council, I/We are here on behalf of

GRAND FORKS DOG PARK

to request that you consider ALLOCATING FUNDS IN THE NEW BUDGET
TO PARTICIPATE IN COST SHARING FOR IMPROVEMENTS TO DOG PARK

The reason(s) that I/We are requesting this action are:

TO DIVIDE AND ENLARGE THE DOG PARK, CONSTRUCT A PATRON
SHELTER AND PROVIDE A PORT-A-POTTY

I/We believe that in approving our request the community will benefit by:

A MORE USER FRIENDLY DOG PARK FOR SMALL DOGS
AND LARGER DOGS. THE PORT-A-POTTY WOULD BENEFIT
CHILDREN, SENIORS AND TOURISTS. THE SHELTER WOULD
PROTECT THE PATRONS FROM THE RAIN, SUN AND SNOW.

FILE CODE
D2 - Grand Forks
Dog Park

Council Delegations (cont.)

I/We believe that by not approving our request the result will be:

CONFLICT WITH SMALL DOGS THAT ARE NOT COMFORTABLE
PLAYING WITH LARGE DOGS. THE PORT-A-POTTY IS OBVIOUS TO
ANYONE WHO WAS EVER CAUGHT SHORT. THE SHELTER WOULD KEEP
PATRONS OUT OF THE HOT SUN, RAIN AND SNOW, WHICH WE DO NOT
ENJOY NOW.

In conclusion, I/we request that Council for the City of Grand Forks adopt a resolution

stating: THE CITY WOULD PARTICIPATE IN A COST SHARING WITH
THE USERS OF THE DOG PARK WHEREBY THE USERS WOULD
PROVIDE FUNDING FOR MATERIALS WITH THE CITY BEING
RESPONSIBLE FOR THE CONSTRUCTION COSTS. THIS WAS THE
ORIGINAL AGREEMENT WHEN THE DOG PARK WAS BUILT.

Name: EDWARD SIMS
Organization: GRAND FORKS DOG PARK
Mailing Address: P.O. Box 73 GREENWOOD VEH 1 JO
(Including Postal Code)
Telephone Number: 250 445 6537
Email Address: _____

The information provided on this form is collected under the authority of the Community Charter and is a matter of public record, which will form a part of the Agenda for a Regular Meeting of Council. The information collected will be used to process your request to be a delegation before Council. If you have questions about the collection, use and disclosure of this information contact the "Coordinator" City of Grand Forks.

N:Forms/Delegation Form

MEMORANDUM



DATE : March 14, 2016

TO: Mayor and Council

FROM: Chief Financial Officer

SUBJECT: Timeline for Tangible Capital Assets and Purchasing Policy Amendments
Timeline for 2016 Financial Bylaws

Background:

The following tables will outline the timelines for financial policies and bylaws that will be coming to Council over the next several months.

The first table sets out the timeline for amending the Tangible Capital Asset Policy and the Purchasing Policy. The Purchasing Policy is being amended in order to maintain efficient and effective purchasing practices. The Tangible Capital Asset Policy is being amended to refine capitalization threshold levels.

The second table at the end of this memo sets out the timeline for several financial bylaws that will need to be adopted prior to the end of June, 2016. According to the Community Charter, the Financial Plan bylaw must be passed prior to the Tax Rates bylaw, which must be adopted prior to May 15, 2016.

The Capital Reserve bylaw, Slag Reserve bylaw and Tax Sale Reserve bylaw will be amended to create capital reserves in each fund and transfer monies from other reserves into the capital reserves. These amendments are a result of discussions during the Asset Management Financial Policy adopted by Council in January, 2016.

The Parcel Tax Preparation Bylaw and Parcel Tax Imposition Bylaw will allow the City to levy a parcel tax for the next five years to fund the debt payments for the City's Fire Rescue ladder truck that was purchased in 2015.

MEMORANDUM



Proposed Timelines:

Key Date	TCA Policy	Purchasing Policy
March 14, 2016	COTW Timeline for TCA Policy	COTW Timeline for Purchasing Policy
April 29, 2016	Draft Policy Upload to Council Folder	Draft Policy Upload to Council Folder
May 9, 2016	COTW Introduction of Policy	COTW Introduction of Policy
June 13, 2016	Regular Meeting – Adoption of Policy	Regular Meeting – Adoption of Policy

Respectfully submitted

A handwritten signature in cursive script that reads "R. Shepherd".

Roxanne Shepherd
Chief Financial Officer

FINANCE BYLAW SCHEDULE FOR 2016 FINANCIAL PLAN

Key Date	Financial Plan	Capital Reserve	Tax Rates	Amend Slag	Amend Tax Sale Reserve	Parcel Tax Preparation	Parcel Tax Imposition	Water Rates	Sewer Rates
March 14, 2016	COTW Introduction	COTW Introduction							
March 29, 2016	REGULAR 3 Readings	REGULAR 3 Readings							
April 11, 2016	REGULAR Final Reading	REGULAR Final Reading	COTW Introduction	COTW Introduction	COTW Introduction	COTW Introduction			
April 25, 2016			REGULAR 3 Readings	REGULAR 3 Readings	REGULAR 3 Readings	REGULAR 3 Readings			
April 25, 2016						Appoint 3 Person Parcel Tax Roll Review Panel			
April 26, 2016						14 Day Notice to parcel owners by mail			
April 27, 2016						Advertise Notice of Parcel Tax Roll Review Panel Sitting			
May 4, 2016						Advertise Notice of Parcel Tax Roll Review Panel Sitting			
May 9, 2016			REGULAR Final Reading	REGULAR Final Reading	REGULAR Final Reading	REGULAR Final Reading		COTW Introduction	COTW Introduction
May 10, 2016						Parcel Tax Roll Review Panel Sitting			
May 18, 2016						Mail out decision of Parcel Tax Roll Review Panel regarding complaints made			
May 30, 2016								REGULAR 3 Readings	REGULAR 3 Readings
June 13, 2016								REGULAR Final Reading	REGULAR Final Reading

COTW

REGULAR MEETING

IMPORTANT TASK

REQUEST FOR DECISION

— COMMITTEE OF THE WHOLE —



To: Committee of the Whole
From: Administration-Corporate
Date: March 4th, 2016
Subject: Proposed Fee for Service Agreement for:
Boundary Museum Society; Boundary Regional Chamber of
Commerce; and Boundary District Arts Council

Recommendation: **RESOLVED THAT THE COMMITTEE OF THE WHOLE
RECOMMENDS TO COUNCIL TO CONSIDER THE
PROPOSED AMENDMENTS TO THE BOUNDARY MUSEUM
SOCIETY; BOUNDARY REGIONAL CHAMBER OF
COMMERCE AND BOUNDARY DISTRICT ARTS COUNCIL
FEE FOR SERVICE AGREEMENTS;**
**AND FURTHER THAT THESE CONSIDERATIONS AND/OR
ADDITIONAL AMENDMENTS WILL BE DETERMINED BY
COUNCIL AT THE MARCH 29TH, 2016 REGULAR MEETING.**

BACKGROUND: The City of Grand Forks provides funding to the Boundary Museum Society; Boundary Regional Chamber of Commerce; and Boundary District Arts Council by Council decision during the annual budgeting process.

2) The attached 2016 fee for service agreements with amendments, outlines the City's requirements and obligations as well as for the three organizations. Pertinent changes indicate Council's request that quarterly reporting be provided as a condition in the fee for service agreements. There are a few housekeeping amendments as well, as highlighted in the document.

Benefits or Impacts of the Recommendation:

General: The provision of fee for services for the Boundary Museum Society; Boundary Regional Chamber of Commerce; and Boundary District Arts Council for the year 2016;

Strategic Impact: The initiative aligns with fiscal responsibility and well as community liveability

Financial: Fee for service provisions are Council's prerogative during the annual budgeting process.

Policy/Legislation: Council has the authority to approve funding agreements in alignment with legislative obligations

Attachments: 2016 proposed Fee for Service agreement and unrevised version for Council's reference for: 1) Boundary Museum Society; 2) Boundary Regional Chamber of Commerce; and 3) Boundary District Arts Council

REQUEST FOR DECISION

— COMMITTEE OF THE WHOLE —



Recommendation:

**RESOLVED THAT THE COMMITTEE OF THE WHOLE
RECOMMENDS TO COUNCIL TO CONSIDER THE
PROPOSED AMENDMENTS TO THE BOUNDARY MUSEUM
SOCIETY; BOUNDARY REGIONAL CHAMBER OF
COMMERCE AND BOUNDARY DISTRICT ARTS COUNCIL
FEE FOR SERVICE AGREEMENTS;**

**AND FURTHER THAT THESE CONSIDERATIONS AND/OR
ADDITIONAL AMENDMENTS WILL BE DETERMINED BY
COUNCIL AT THE MARCH 29TH, 2016 REGULAR MEETING.**

OPTIONS:

- 1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT**
- 2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT**
- 3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF
FOR FURTHER INFORMATION.**

1)

BOUNDARY MUSEUM SOCIETY
FEE FOR SERVICE FUNDING AGREEMENT
FOR THE STEWARDSHIP OF THE COMMUNITY ARCHIVES AND ARTIFACTS

THIS AGREEMENT made in duplicate the _____ day of _____ 2016.

BETWEEN: **THE CORPORATION OF THE CITY OF GRAND FORKS**
7217- 4TH Street
Box 220
Grand Forks, BC
VOH 1H0
(Hereinafter called "the City")

OF THE FIRST PART

AND **BOUNDARY MUSEUM SOCIETY**
6145 Reservoir Road
Grand Forks, B. C.
V0H 1H5
(Hereinafter called "Society")

OF THE SECOND PART

WHEREAS the City desires that the Community Archives and Artifacts be operated by a Society that is experienced and knowledgeable;

AND WHEREAS the City has provided space at City Hall, located at 7217 4th Street for the purposes of operating the community archives;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto in consideration of the promises and mutual covenants hereinafter contained, do mutually agree as follows:

Definitions:

- (a) **Annual Financial Plan:** Financial Plan of the City prepared in accordance with the Community Charter.
- (b) **Quarterly Report:** Summary of activities of the Boundary Museum Society's operation, submitted to the City on a quarterly basis in alignment with the City's fiscal year of January – December.
- (c) **Approved Annual Budget:** Amount of funding allocated in the Fiscal Year and taxed for the Boundary Museum Society.
- (d) **Approved Funding:** Amount of funding planned in the Annual Financial Plan subject to approval on an annual basis in the Approved Annual Budget.
- (e) **Council:** City of Grand Forks City Council.
- (f) **Fiscal Year:** January to December in any year for which the funding for the Boundary Museum Society is approved and allocated by Council.

- (g) **Museum/Archive Service:** stewardship of the Community Archives and Artifacts, including the City's Archives on the City Hall premises, in the space provided by the City at City Hall located at 7217 - 4th Street and funded by property taxes based on Approved Funding.
 - (h) **City Archives:** With relation to the care of the City (Local Government) Archives, the City indemnifies the Boundary Museum of any legal responsibilities towards those archives.
1. **Term of Operating Agreement**

The Operating Agreement takes effect on the 1st day of January, 2016 and terminates on the 31st day of December, 2016, unless the Parties enter into a renewal option for a further Term provided a written notice has been provided by either Party on or before September 1st, 2016. The renewal option is at the discretion of the City.
 2. **Service Mandate**

The Society shall set a standard of service that takes into consideration Approved Funding, donations and grants towards this Service.
 3. **Service Requirements:**

In operating the Museum Service the Service Provider:

 - (a) Must maintain all supporting details and records of Revenues and expenditures relating to all funds transferred from the City and received for operating the Service.
 - (b) Must use funds provided by the City solely for the purposes of operating the Service.
 - (c) Must dedicate a maximum of 500 hours per year towards the archival services.
 - (d) Must carry forward into the next Fiscal Year any surplus arising from the operation of the Museum.
 - (e) Must comply and operate within the rules and regulations issued by Work Safe BC governing workers and volunteers on the Premises.
 - (f) Must pay employees on regular basis and as a minimum be in compliance with the Employment Standards Act.
 - (g) Work with the City to promote historical values/initiatives that represent the area.
 4. **Timely Release of Funds**

The transfer of Approved Annual Funding from the City will occur on or before May 15th, 2016 in the amount of \$30,000; August 15th, 2016 in the amount of \$20,000; and October 15th, 2016 in the amount of \$20,000. The Boundary Museum Society to provide an invoice two weeks prior to funding dates.

5. **Staffing and Hours of Operation**
The Society is responsible for staffing and maintaining the Service in accordance with the Approved Annual Budget. The Society is responsible for the Employees and complying with the payment of wages, benefits, safety at the worksite and remitting deductions. Failure to pay employees and deductions will result in a breach of this agreement.
6. **Termination of Funding:**
The City may terminate funding to the Society:
 - (a) Non-compliance with any provisions of this Operating Agreement
 - (b) Failure to provide accountability on the funds received from the City
 - (c) Failure to provide Quarterly Reports to the City.
 - (d) Failure to meet with the City when requested to do so.
7. **Record Keeping and Statistical Information**
The Society shall maintain accurate records of receipts and disbursements of funds allocated by the City and statistical information on visits. These shall be submitted to the City on a quarterly basis in alignment with the City's fiscal period, and shall be included in a summary format in the Boundary Museum's Annual Report.
8. **Funding Allocation:**
During the Term the City agrees to allocate a minimum annual amount of \$70,000.00. Once the City's Financial Plan has been approved, the City shall transfer funds in accordance with Clause 4.
9. **Annual Funding Submission:**
The Service Provider shall submit on an annual basis and no later than September 1st, a request for funding outlining details of staffing request, hours of operation, employee wages and benefits. The City shall review the submission and confirm the allocation for the next Fiscal Year through the next Fiscal Year budgeting process. The allocated funding may be reduced from the previous Fiscal Year if there are unallocated funds and surpluses.
10. **Outdoor Display Area and Structures – Gyro Park Area**
The artifacts housed at Gyro Park located at 7370-5th Street, fall under the stewardship obligations of the Boundary Museum on behalf of the community. It is understood that the structures and property which house said artifacts are the sole ownership of the City. The future intent to house these artifacts is that they will eventually be displayed at the main Museum Site located at 6145 Reservoir Road once secured area(s) at this site become available. A minimum of 120 days' notice must be provided by either the City or by the Service Provider to activate the removal of said artifacts at Gyro Park once a secured area has become available for them. The method of removal of artifacts must be mutually agreed upon by both parties.

11. **Work Safe BC**

The Society must comply with Rules and Regulations governing work place and any violations issued by Work Safe BC must be complied with and rectified and fines issued must be paid by the Service Provider and not from the funds allocated from the City.

12. **Notice**

Any notice required to be given by this Agreement will be validly given if delivered by hand or addressed by mail and will be deemed to have been received by the other Party two (2) days after posting in Grand Forks Post Office in British Columbia or on the date of hand delivery. Any notice so given shall be addressed;

if to the City: The Corporate Officer, The Corporation of the City of Grand Forks, 7217-4th Street, Box 220 Grand Forks, B.C. V0H 1H0;

And if to the Service Provider: The Boundary Museum Society, 6145 Reservoir Road, Grand Forks, British Columbia V0H 1H5

13. **Freedom of Information**

Personal information is collected by the City of Grand Forks pursuant to the Local Government Act, the Community Charter and other Acts and Statutes and City By-Laws for the purpose of administering City operations. Information on this Agreement may routinely be made available to the public under Freedom of Information Legislation. The Service Provider must make available to the City information requested under the Freedom of Information Act relating to the operation of the Service. The record keeping and minutes must be kept in compliance with the Local Government Act, Community Charter and the Freedom of Information Act.

13. **Settlement of Disputes**

Any dispute arising between the Service Provider and the City shall be discussed and settled between the Service Provider's Representative and the Chief Administrative Officer. The Society may advance the dispute to City Council whose decision shall be final and binding.

old FFS for reference for 2015

BOUNDARY MUSEUM SOCIETY
FEE FOR SERVICE FUNDING AGREEMENT
FOR THE STEWARDSHIP OF THE COMMUNITY ARCHIVES AND ARTIFACTS

THIS AGREEMENT made in duplicate the _____ day of _____ 2015.

BETWEEN: **THE CORPORATION OF THE CITY OF GRAND FORKS**
7217- 4TH Street
Box 220
Grand Forks, BC
VOH 1H0
(Hereinafter called "the City")

OF THE FIRST PART

AND **BOUNDARY MUSEUM SOCIETY**
6145 Reservoir Road
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OF THE SECOND PART

WHEREAS the City desires that the Community Archives and Artifacts be operated by a Society that is experienced and knowledgeable;

AND WHEREAS the City has provided space at City Hall, located at 7217 4th Street for the purposes of operating the community archives;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto in consideration of the promises and mutual covenants hereinafter contained, do mutually agree as follows:

Definitions:

- (a) **Annual Financial Plan:** Financial Plan of the City prepared in accordance with the Community Charter.
- (b) **Annual Report:** Summary of activities of the Boundary Museum Society's operation, presented to the City two months after the close of the Fiscal Year.
- (c) **Approved Annual Budget:** Amount of funding allocated in the Fiscal Year and taxed for the Boundary Museum Society.
- (d) **Approved Funding:** Amount of funding planned in the Annual Financial Plan subject to approval on an annual basis in the Approved Annual Budget.
- (e) **Council:** City of Grand Forks City Council.
- (f) **Fiscal Year:** January to December in any year for which the funding for the Boundary Museum Society is approved and allocated by Council.

- (g) **Museum/Archive Service:** stewardship of the Community Archives and Artifacts, including the City's Archives on the City Hall premises, in the space provided by the City at City Hall located at 7217 - 4th Street and funded by property taxes based on Approved Funding.
 - (h) **City Archives:** With relation to the care of the City (Local Government) Archives, the City indemnifies the Boundary Museum of any legal responsibilities towards those archives.
1. **Term of Operating Agreement**

The Operating Agreement takes effect on the 1st day of January, 2015 and terminates on the 31st day of December, 2015, unless the Parties enter into a renewal option for a further Term provided a written notice has been provided by either Party on or before September 1st, 2015. The renewal option is at the discretion of the City.
 2. **Service Mandate**

The Society shall set a standard of service that takes into consideration Approved Funding, donations and grants towards this Service.
 3. **Service Requirements:**

In operating the Museum Service the Service Provider:

 - (a) Must maintain all supporting details and records of Revenues and expenditures relating to all funds transferred from the City and received for operating the Service.
 - (b) Must use funds provided by the City solely for the purposes of operating the Service.
 - (c) Must dedicate a maximum of 500 hours per year towards the archival services.
 - (d) Must carry forward into the next Fiscal Year any surplus arising from the operation of the Museum.
 - (e) Must comply and operate within the rules and regulations issued by Work Safe BC governing workers and volunteers on the Premises.
 - (f) Must pay employees on regular basis and as a minimum be in compliance with the Employment Standards Act.
 - (g) Work with the City to promote historical values/initiatives that represent the area.
 4. **Timely Release of Funds**

The transfer of Approved Annual Funding from the City will occur on or before May 15th, 2015 in the amount of \$30,000; August 15th, 2015 in the amount of \$20,000; and October 15th, 2015 in the amount of \$20,000. The Boundary Museum Society to provide an invoice two weeks prior to funding dates.

5. **Staffing and Hours of Operation**
The Society is responsible for staffing and maintaining the Service in accordance with the Approved Annual Budget. The Society is responsible for the Employees and complying with the payment of wages, benefits, safety at the worksite and remitting deductions. Failure to pay employees and deductions will result in a breach of this agreement.
6. **Termination of Funding:**
The City may terminate funding to the Society:
 - (a) Non-compliance with any provisions of this Operating Agreement
 - (b) Failure to provide accountability on the funds received from the City
 - (c) Failure to provide Annual Reports to the City within two months after the end of the Fiscal Year.
 - (d) Failure to meet with the City when requested to do so.
7. **Record Keeping and Statistical Information**
The Society shall maintain accurate records of receipts and disbursements of funds allocated by the City and statistical information on visits. These shall be made available to the City when requested and shall be included in a summary format in the Annual Report.
8. **Funding Allocation:**
During the Term the City agrees to allocate a minimum annual amount of \$70,000.00. Once the City's Financial Plan has been approved, the City shall transfer funds in accordance with Clause 4.
9. **Annual Funding Submission:**
The Service Provider shall submit on an annual basis and no later than September 1st, a request for funding outlining details of staffing request, hours of operation, employee wages and benefits. The City shall review the submission and confirm the allocation for the next Fiscal Year through the next Fiscal Year budgeting process. The allocated funding may be reduced from the previous Fiscal Year if there are unallocated funds and surpluses.
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The artifacts housed at Gyro Park located at 7370-5th Street, fall under the stewardship obligations of the Boundary Museum on behalf of the community. It is understood that the structures and property which house said artifacts are the sole ownership of the City. The future intent to house these artifacts is that they will eventually be displayed at the main Museum Site located at 6145 Reservoir Road once secured area(s) at this site become available. A minimum of 120 days' notice must be provided by either the City or by the Service Provider to activate the removal of said artifacts at Gyro Park once a secured area has become available for them. The method of removal of artifacts must be mutually agreed upon by both parties.

11. **Work Safe BC**

The Society must comply with Rules and Regulations governing work place and any violations issued by Work Safe BC must be complied with and rectified and fines issued must be paid by the Service Provider and not from the funds allocated from the City.

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Any notice required to be given by this Agreement will be validly given if delivered by hand or addressed by mail and will be deemed to have been received by the other Party two (2) days after posting in Grand Forks Post Office in British Columbia or on the date of hand delivery. Any notice so given shall be addressed;

if to the City: The Corporate Officer, The Corporation of the City of Grand Forks, 7217-4th Street, Box 220 Grand Forks, B.C. V0H 1H0;

And if to the Service Provider: The Boundary Museum Society, 6145 Reservoir Road, Grand Forks, British Columbia V0H 1H5

13. **Freedom of Information**

Personal information is collected by the City of Grand Forks pursuant to the Local Government Act, the Community Charter and other Acts and Statutes and City By-Laws for the purpose of administering City operations. Information on this Agreement may routinely be made available to the public under Freedom of Information Legislation. The Service Provider must make available to the City information requested under the Freedom of Information Act relating to the operation of the Service. The record keeping and minutes must be kept in compliance with the Local Government Act, Community Charter and the Freedom of Information Act.

13. **Settlement of Disputes**

Any dispute arising between the Service Provider and the City shall be discussed and settled between the Service Provider's Representative and the Chief Administrative Officer. The Society may advance the dispute to City Council whose decision shall be final and binding.

**SIGNED SEALED AND DELIVERED BY
THE CORPORATION OF THE CITY OF
GRAND FORKS in the presence of:**

Witness

Name of Witness

Authorized Signatory

Witness

Name of Witness



**BOUNDARY COUNTRY REGIONAL CHAMBER OF
COMMERCE
FEE FOR SERVICE FUNDING AGREEMENT**

THIS AGREEMENT made the _____ day of _____ 2016.

BETWEEN: **THE CORPORATION OF THE CITY OF GRAND FORKS**
7217-4TH Street
Box 220
Grand Forks, BC
VOH 1H0
(Hereinafter called "the City")

OF THE FIRST PART

AND **BOUNDARY COUNTRY REGIONAL CHAMBER OF COMMERCE**
PO Box 2949, 1647 Central Avenue
Grand Forks, BC V0H 1H0

(Hereinafter called "the Service Provider")

OF THE SECOND PART

WHEREAS the BOUNDARY COUNTRY REGIONAL CHAMBER OF COMMERCE agrees to provide services for the organizations' funding to the City by:

- (a) Maintain a business listing of all licensed businesses that links to City website
- (b) Provide social media presence at City request – ie e-blasts and
- (c) Information sharing when requested
- (d) Assist the City in maintaining a complete listing of businesses working within the City
- (e) Inform unlicensed businesses of the City Business License requirements
- (f) Report quarterly to City Council

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto in consideration of the promises and mutual covenants hereinafter contained, do mutually agree as follows:

Definitions:

- (a) **Annual Financial Plan:** Financial Plan of the City prepared in accordance with the Community Charter.
 - (b) **Quarterly Report:** Summary of activities of the Boundary Country Regional Chamber of Commerce submitted to the City on a quarterly basis in alignment with the City's fiscal year of January – December.
 - (c) **Approved Annual Budget:** Amount of funding allocated in the Fiscal Year and taxed for the Boundary Country Regional Chamber of Commerce Fee for Service.
 - (d) **Approved Funding:** Amount of funding planned in the Annual Financial Plan subject to approval on an annual basis in the Approved Annual Budget.
 - (e) **Council:** City of Grand Forks City Council
 - (f) **Fiscal Year:** January to December in any year for which the funding for the Boundary Regional Chamber of Commerce is approved and allocated by Council.
 - (g) **Boundary Country Regional Chamber of Commerce Service:** _____
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1. **Term of Operating Agreement**

The Operating Agreement takes effect on the 1st day of January, 2016 and terminates on the 31st day of December, 2016, unless the Parties enter into a renewal option for a further Term provided a written notice has been provided by either Party on or before September 1st, 2016. The renewal option is at the discretion of the City.

2. **Service Mandate**

The Society shall set a standard of service that takes into consideration Approved Funding, donations and grants towards this Service.

3. **Service Requirements:**

In operating the Boundary Country Regional Chamber of Commerce Service, the Service Provider:

- (a) Must maintain all supporting details and records of Revenues and Expenditures relating all funds transferred from the City.
- (b) Must use funds provided by the City solely for the purposes as per Definitions in 'g' above, i.e., **Boundary Country Regional Chamber of Commerce Service**
- (c) Must carry forward into the next Fiscal Year any surplus arising from the operation of the Boundary Country Regional Chamber of Commerce.
- (d) Must comply and operate within the rules and regulations issued by Work Safe BC governing workers and volunteers on the Building and Premises.
- (f) Must pay employees on regular basis and as a minimum be in compliance with the Employment Standards Act.

4. **Timely Release of Funds**
The transfer of approved annual funding from the City will occur as follows: on or before June 30, 2016 in the amount of \$20,000. The Boundary Country Regional Chamber of Commerce to provide an invoice four weeks prior to funding date.
5. **Staffing and Hours of Operation**
The Society is responsible for staffing and maintaining the Service in accordance with the Approved Annual Budget. The Service Provider is responsible for the Employees and complying with the payment of wages, benefits, safety at the worksite and remitting deductions. Failure to pay employees and deductions will result in a breach of this agreement.
6. **Termination of Funding:**
The City may terminate the funding to the Service Provider:
 - (a) Non-compliance with any provisions of this Funding Agreement
 - (b) Failure to provide accountability on the funds received from the City
 - (c) Failure to provide Quarterly Reports to the City.
 - (d) Failure to meet with the City when requested to do so.
7. **Record Keeping and Statistical Information**
The Service Provider shall maintain accurate records of receipts and disbursements of funds allocated by the City. These shall be submitted to the City on a quarterly basis in alignment with the City's fiscal period, and further shall be included in a summary format in the Boundary Country Regional Chamber of Commerce in the Annual Report.
8. **Funding Allocation for Fee for Service:**
During the term of this agreement, the City agrees to allocate the annual amount of \$20,000 (twenty thousand dollars). Once the City's financial Plan has been approved, the City shall transfer funds in accordance with Clause 4.
9. **Annual Funding Submission:**
The Service Provider shall submit on an annual basis and no later than September 1st, 2016, a request for funding outlining details of staffing request, hours of operation, employee wages and benefits, The City shall review the submission and confirm the allocation for the next Fiscal Year through the next Fiscal Year budgeting process. The allocated funding may be reduced from the previous Fiscal Year if there are unallocated funds and surpluses.
10. **Work Safe BC**
The Service Provider must comply with Rules and Regulations governing work place and any violations issued by Work Safe BC must be complied with and rectified and fines issued must be paid by the Service Provider and not from the funds allocated from the City.

11.

Any notice required to be given by this Agreement will be validly given if delivered by hand or addressed by mail and will be deemed to have been received by the other Party two (2) days after posting in Grand Forks Post Office in British Columbia or on the date of hand delivery. Any notice so given shall be addressed;

if to the City: The Corporate Officer, The Corporation of the City of Grand Forks,
7217-4th Street, Box 220 Grand Forks, B.C. V0H 1H0;

and if to the Service Provider: Boundary Country Regional Chamber of Commerce, PO Box 2949, 1647 Central Avenue, Grand Forks, B.C. V0H 1H0.

13.

Personal information is collected by the City of Grand Forks pursuant to the Local Government Act, the Community Charter and other Acts and Statutes and City By-Laws for the purpose of administering City operations. Information on this Agreement may routinely be made available to the public under Freedom of Information Legislation. The Service Provider must make available to the City information requested under the Freedom of Information Act relating to the operation of the Boundary Country Regional Chamber of Commerce. The record keeping and minutes must be kept in compliance with the Local Government Act, Community Charter and the Freedom of Information Act.

14.

Any dispute arising between the Service Provider and the City shall be discussed and settled between the Service Provider's Representative and the Chief Administrative Officer. The Service Provider may advance the dispute to City Council whose decision shall be final and binding.

IN WITNESS WHEREOF the Parties have hereunto set their respective hands and Seals the day and the year first above written.

**SIGNED SEALED AND DELIVERED BY
THE CORPORATION OF THE CITY OF
GRAND FORKS in the presence of:**

Authorized City Signatory

Authorized City Signatory

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Witness Signature

Name of Witness

**SIGNED, SEALED AND DELIVERED BY
Boundary Country Regional Chamber
of Commerce in the presence of:**

Authorized Signatory

Authorized Signatory

) _____
) Witness Signature
) _____
) Name of Witness

for reference on changes



**BOUNDARY COUNTRY REGIONAL CHAMBER OF
COMMERCE
FEE FOR SERVICE FUNDING AGREEMENT**

THIS AGREEMENT made the _____ day of _____ 2016.

BETWEEN: **THE CORPORATION OF THE CITY OF GRAND FORKS**
7217-4TH Street
Box 220
Grand Forks, BC
VOH 1H0
(Hereinafter called "the City")

OF THE FIRST PART

AND **BOUNDARY COUNTRY REGIONAL CHAMBER OF COMMERCE**
PO Box 2949, 1647 Central Avenue
Grand Forks, BC V0H 1H0

(Hereinafter called "the Service Provider")

OF THE SECOND PART

WHEREAS the BOUNDARY COUNTRY REGIONAL CHAMBER
OF COMMERCE agrees to provide services for the organizations' funding to the City
by:

- (a) Maintain a business listing of all licensed businesses that links to City website
- (b) Provide social media presence at City request – ie e-blasts and
- (c) Information sharing when requested
- (d) Assist the City in maintaining a complete listing of businesses working within the City
- (e) Inform unlicensed businesses of the City Business License requirements
- (f) Report twice per year, January and July, to City Council

NOW THEREFORE THIS AGREEMENT WITNESSETH that the
Parties hereto in consideration of the promises and mutual covenants hereinafter
contained, do mutually agree as follows:

Definitions:

- (a) **Annual Financial Plan:** Financial Plan of the City prepared in accordance with the Community Charter.
 - (b) **Annual Report:** Summary of activities of the Boundary Country Regional Chamber of Commerce presented to the City two months after the close of the Fiscal Year.
 - (c) **Approved Annual Budget:** Amount of funding allocated in the Fiscal Year and taxed for the Boundary Country Regional Chamber of Commerce Fee for Service.
 - (d) **Approved Funding:** Amount of funding planned in the Annual Financial Plan subject to approval on an annual basis in the Approved Annual Budget.
 - (e) **Council:** City of Grand Forks City Council
 - (f) **Fiscal Year:** January to December in any year for which the funding for the Boundary Regional Chamber of Commerce is approved and allocated by Council.
 - (g) **Boundary Country Regional Chamber of Commerce Service:** _____
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1. **Term of Operating Agreement**
The Operating Agreement takes effect on the 1st day of January, 2016 and terminates on the 31st day of December, 2016, unless the Parties enter into a renewal option for a further Term provided a written notice has been provided by either Party on or before October 31, 2016. The renewal option is at the discretion of the City.
2. **Service Mandate**
The Society shall set a standard of service that takes into consideration Approved Funding, donations and grants towards this Service.
3. **Service Requirements:**
In operating the Boundary Country Regional Chamber of Commerce Service, the Service Provider:
 - (a) Must maintain all supporting details and records of Revenues and Expenditures relating all funds transferred from the City.
 - (b) Must use funds provided by the City solely for the purposes as per Definitions in 'g' above, i.e., **Boundary Country Regional Chamber of Commerce Service**
 - (c) Must carry forward into the next Fiscal Year any surplus arising from the operation of the Boundary Country Regional Chamber of Commerce.
 - (d) Must comply and operate within the rules and regulations issued by Work Safe BC governing workers and volunteers on the Building and Premises.
 - (f) Must pay employees on regular basis and as a minimum be in compliance

with the Employment Standards Act.

4. **Timely Release of Funds**
The transfer of approved annual funding from the City will occur as follows: on or before June 30, 2016 in the amount of \$20,000. The Boundary Country Regional Chamber of Commerce to provide an invoice four weeks prior to funding date.
5. **Staffing and Hours of Operation**
The Society is responsible for staffing and maintaining the Service in accordance with the Approved Annual Budget. The Service Provider is responsible for the Employees and complying with the payment of wages, benefits, safety at the worksite and remitting deductions. Failure to pay employees and deductions will result in a breach of this agreement.
6. **Termination of Funding:**
The City may terminate the funding to the Service Provider:
 - (a) Non-compliance with any provisions of this Funding Agreement
 - (b) Failure to provide accountability on the funds received from the City
 - (c) Failure to provide Annual Reports to the City within two months after the end of the Fiscal Year.
 - (d) Failure to meet with the City when requested to do so.
7. **Record Keeping and Statistical Information**
The Service Provider shall maintain accurate records of receipts and disbursements of funds allocated by the City. These shall be made available to the City when requested and shall be included in a summary format in the Annual Report.
8. **Funding Allocation for Fee for Service:**
During the term of this agreement, the City agrees to allocate the annual amount of \$20,000 (twenty thousand dollars). Once the City's financial Plan has been approved, the City shall transfer funds in accordance with Clause 4.
9. **Annual Funding Submission:**
The Service Provider shall submit on an annual basis and no later than November 1st, 2015, a request for funding outlining details of staffing request, hours of operation, employee wages and benefits, The City shall review the submission and confirm the allocation for the next Fiscal Year through the next Fiscal Year budgeting process. The allocated funding may be reduced from the previous Fiscal Year if there are unallocated funds and surpluses.
10. **Work Safe BC**
The Service Provider must comply with Rules and Regulations governing work place and any violations issued by Work Safe BC must be complied with and rectified and fines issued must be paid by the Service Provider and not from the

funds allocated from the City.

11. **Notice**

Any notice required to be given by this Agreement will be validly given if delivered by hand or addressed by mail and will be deemed to have been received by the other Party two (2) days after posting in Grand Forks Post Office in British Columbia or on the date of hand delivery. Any notice so given shall be addressed;

if to the City: The Corporate Officer, The Corporation of the City of Grand Forks, 7217-4th Street, Box 220 Grand Forks, B.C. V0H 1H0;

and if to the Service Provider: Boundary Country Regional Chamber of Commerce, PO Box 2949, 1647 Central Avenue, Grand Forks, B.C. V0H 1H0.

13. **Freedom of Information**

Personal information is collected by the City of Grand Forks pursuant to the Local Government Act, the Community Charter and other Acts and Statutes and City By-Laws for the purpose of administering City operations. Information on this Agreement may routinely be made available to the public under Freedom of Information Legislation. The Service Provider must make available to the City information requested under the Freedom of Information Act relating to the operation of the Boundary Country Regional Chamber of Commerce. The record keeping and minutes must be kept in compliance with the Local Government Act, Community Charter and the Freedom of Information Act.

14. **Settlement of Disputes**

Any dispute arising between the Service Provider and the City shall be discussed and settled between the Service Provider's Representative and the Chief Administrative Officer. The Service Provider may advance the dispute to City Council whose decision shall be final and binding.

IN WITNESS WHEREOF the Parties have hereunto set their respective hands and Seals the day and the year first above written.

**SIGNED SEALED AND DELIVERED BY
THE CORPORATION OF THE CITY OF
GRAND FORKS in the presence of:**

Authorized City Signatory

Witness Signature

Authorized City Signatory

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Name of Witness

**SIGNED, SEALED AND DELIVERED BY
Boundary Country Regional Chamber
of Commerce in the presence of:**

Authorized Signatory

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Witness Signature

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Authorized Signatory

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Name of Witness

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3)

BOUNDARY DISTRICT ARTS COUNCIL FEE FOR SERVICE FUNDING AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2016.

BETWEEN: **THE CORPORATION OF THE CITY OF GRAND FORKS**
7217-4TH Street
Box 220
Grand Forks, BC
VOH 1H0
(Hereinafter called "the City")

OF THE FIRST PART

AND **BOUNDARY DISTRICT ARTS COUNCIL**
PO Box 2636
Grand Forks, BC V0H 1H0
(Hereinafter called "the Service Provider")

OF THE SECOND PART

WHEREAS the BOUNDARY DISTRICT ARTS COUNCIL agrees to provide the following services to the City for the organizations' funding:

1. Four Performance Series live concerts in the 2015-2016
2. British Columbia Arts Week, Spring 2016
3. Kettle River Festival of the Arts and Culture, May to September 2016
4. Grants to Boundary District Arts Council Member Groups 2015-2016

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto in consideration of the promises and mutual covenants hereinafter contained, do mutually agree as follows:

Definitions:

- (a) **Annual Financial Plan:** Financial Plan of the City prepared in accordance with the Community Charter.
- (b) **Quarterly Report:** Summary of activities of the Boundary District Arts Council submitted to the City on a quarterly basis in alignment with the City's fiscal year of January – December.

- (c) **Approved Annual Budget:** Amount of funding allocated in the Fiscal Year and taxed for the Boundary District Arts Council Fee for Service.
 - (d) **Approved Funding:** Amount of funding planned in the Annual Financial Plan subject to approval on an annual basis in the Approved Annual Budget.
 - (e) **BDAC:** The acronym for Boundary District Arts Council
 - (f) **Council:** City of Grand Forks City Council
 - (g) **Fiscal Year:** January to December in any year for which the funding for the Boundary District Arts Council is approved and allocated by Council.
 - (h) **Fiscal Year (BDAC):** July to June in any year for which the funding for the Boundary District Arts Council is approved and allocated by Council.
 - (g) **Boundary District Arts Council Service:** the services listed on the first page of this agreement.
1. **Term of Operating Agreement**
The Operating Agreement takes effect on the 1st day of **January, 2016** and terminates on the 31st day of **December, 2016**, unless the Parties enter into a renewal option for a further Term provided a written notice has been provided by either Party on or before **September 1st, 2016**. The renewal option is at the discretion of the City.
 2. **Service Mandate**
The Society shall set a standard of service that takes into consideration Approved Funding, donations and grants towards this Service.
 3. **Service Requirements:**
In operating the Boundary District Arts Council Service, the Service Provider:
 - (a) Must maintain all supporting details and records of Revenues and Expenditures relating all funds transferred from the City to BDAC.
 - (b) Must use funds provided by the City solely for the purposes as per Definitions in (g) above, i.e. **Boundary District Arts Council Service**.
 - (c) Must carry forward into the next Fiscal Year any surplus arising from the operation of the Boundary District Arts Council.
 - (d) Must comply and operate within the rules and regulations issued by Work Safe BC governing workers and volunteers on the Building and Premises.
 - (e) Work with the City to promote artistically values/initiatives that represent the area.
 4. **Timely Release of Funds**
The transfer of approved annual funding from the City will occur as follows: on or before September 1, **2016** in the amount of \$4,500. The Boundary District Arts Council to provide an invoice four weeks prior to funding date.

5. **Quarterly & Annual Report**
The BDAC is responsible for providing a summary of activities of the Boundary District Arts Council submitted to the City on a quarterly basis in alignment with the City's fiscal period, and shall be provided in a summary format in the Boundary District's Arts Council Annual Report. The annual report to include the Annual Financial Statements prepared by the Boundary District Arts Council Bookkeeper for July 1 to June 30, 2016. The Annual Report would suffice as one of the quarterly reporting periods required by the City.
6. **Termination of Funding:**
The City may terminate the funding to the Service Provider:
 - (a) Non-compliance with any provisions of this Funding Agreement
 - (b) Failure to provide accountability on the funds received from the City
 - (c) Failure to provide Annual and Quarterly Reports to the City.
 - (d) Failure to meet with the City when requested to do so.
7. **Record Keeping and Statistical Information**
The Service Provider shall maintain accurate records of receipts and disbursements of funds allocated by the City. These shall be made available to the City when requested and shall be included in a summary format in the Quarterly and Annual Reports.
8. **Funding Allocation for Fee for Service:**
During the term of this agreement, the City agrees to allocate the annual amount of \$4,500 (four thousand five hundred dollars). Once the City's financial Plan has been approved, the City shall transfer funds in accordance with Clause 4.
9. **Annual Funding Submission:**
The Service Provider shall submit on an annual basis and no later than September 1st, 2016, a request for funding outlining details of staffing request, hours of operation, employee wages and benefits. The City shall review the submission and confirm the allocation for the next Fiscal Year through the next Fiscal Year budgeting process. The allocated funding may be reduced from the previous Fiscal Year if there are unallocated funds and surpluses.
10. **Work Safe BC**
The Service Provider must comply with Rules and Regulations governing work place and any violations issued by Work Safe BC must be complied with and rectified and fines issued must be paid by the Service Provider and not from the funds allocated from the City.
11. **Notice**
Any notice required to be given by this Agreement will be validly given if delivered by hand or addressed by mail and will be deemed to have been received by the other Party two (2) days after posting in Grand Forks Post Office

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Witness

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Name of Witness

Old FF5 flow reference



BOUNDARY DISTRICT ARTS COUNCIL FEE FOR SERVICE FUNDING AGREEMENT

THIS AGREEMENT made in duplicate the _____ day of _____ 2015.

BETWEEN: **THE CORPORATION OF THE CITY OF GRAND FORKS**
7217-4TH Street
Box 220
Grand Forks, BC
VOH 1H0
(Hereinafter called "the City")

OF THE FIRST PART

AND **BOUNDARY DISTRICT ARTS COUNCIL**
PO Box 2636
Grand Forks, BC V0H 1H0
(Hereinafter called "the Service Provider")

OF THE SECOND PART

WHEREAS the BOUNDARY DISTRICT ARTS COUNCIL agrees to provide the following services to the City for the organizations' funding:

1. Four Performance Series live concerts in the 2015-2016
2. British Columbia Arts Week, Spring 2016
3. Kettle River Festival of the Arts and Culture, May to September 2016
4. Grants to Boundary District Arts Council Member Groups 2015-2016

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto in consideration of the promises and mutual covenants hereinafter contained, do mutually agree as follows:

Definitions:

- (a) **Annual Financial Plan:** Financial Plan of the City prepared in accordance with the Community Charter.
- (b) **Annual Report:** Summary of activities of the Boundary District Arts Council presented to the City two months after the close of the Fiscal Year.
- (c) **Approved Annual Budget:** Amount of funding allocated in the Fiscal Year and taxed for the Boundary District Arts Council Fee for Service.
- (d) **Approved Funding:** Amount of funding planned in the Annual Financial Plan

subject to approval on an annual basis in the Approved Annual Budget.

- (e) **BDAC:** The acronym for Boundary District Arts Council
- (f) **Council:** City of Grand Forks City Council
- (g) **Fiscal Year:** January to December in any year for which the funding for the Boundary District Arts Council is approved and allocated by Council.
- (h) **Fiscal Year (BDAC):** July to June in any year for which the funding for the Boundary District Arts Council is approved and allocated by Council.
- (g) **Boundary District Arts Council Service:** the services listed on the first page of this agreement.

1. **Term of Operating Agreement**

The Operating Agreement takes effect on the 1st day of _____, 2015 and terminates on the _____ day of _____, 2015, unless the Parties enter into a renewal option for a further Term provided a written notice has been provided by either Party on or before _____, 2015. The renewal option is at the discretion of the City.

2. **Service Mandate**

The Society shall set a standard of service that takes into consideration Approved Funding, donations and grants towards this Service.

3. **Service Requirements:**

In operating the Boundary District Arts Council Service, the Service Provider:

- (a) Must maintain all supporting details and records of Revenues and Expenditures relating all funds transferred from the City to BDAC.
- (b) Must use funds provided by the City solely for the purposes as per Definitions in (g) above, i.e. **Boundary District Arts Council Service**.
- (c) Must carry forward into the next Fiscal Year any surplus arising from the operation of the Boundary District Arts Council.
- (d) Must comply and operate within the rules and regulations issued by Work Safe BC governing workers and volunteers on the Building and Premises.
- (e) Work with the City to promote artistically values/initiatives that represent the area.

4. **Timely Release of Funds**

The transfer of approved annual funding from the City will occur as follows: on or before September 1, 2015 in the amount of \$4,500. The Boundary District Arts Council to provide an invoice four weeks prior to funding date.

5. **Annual Report**

The BDAC is responsible for providing a summary of activities of the Boundary District Arts Council presented to the City within three months after the close of the BDAC's Fiscal Year. The report to include the Annual Financial Statements prepared by the Boundary District Arts Council Bookkeeper for July 1 to June 30,

2015.

6. **Termination of Funding:**

The City may terminate the funding to the Service Provider:

- (a) Non-compliance with any provisions of this Funding Agreement
- (b) Failure to provide accountability on the funds received from the City
- (c) Failure to provide Annual Reports to the City within two months after the end of the Fiscal Year.
- (d) Failure to meet with the City when requested to do so.

7. **Record Keeping and Statistical Information**

The Service Provider shall maintain accurate records of receipts and disbursements of funds allocated by the City. These shall be made available to the City when requested and shall be included in a summary format in the Annual Report.

8. **Funding Allocation for Fee for Service:**

During the term of this agreement, the City agrees to allocate the annual amount of \$4,500 (four thousand five hundred dollars). Once the City's financial Plan has been approved, the City shall transfer funds in accordance with Clause 4.

9. **Annual Funding Submission:**

The Service Provider shall submit on an annual basis and no later than November 1st, 2014, a request for funding outlining details of staffing request, hours of operation, employee wages and benefits. The City shall review the submission and confirm the allocation for the next Fiscal Year through the next Fiscal Year budgeting process. The allocated funding may be reduced from the previous Fiscal Year if there are unallocated funds and surpluses.

10. **Work Safe BC**

The Service Provider must comply with Rules and Regulations governing work place and any violations issued by Work Safe BC must be complied with and rectified and fines issued must be paid by the Service Provider and not from the funds allocated from the City.

11. **Notice**

Any notice required to be given by this Agreement will be validly given if delivered by hand or addressed by mail and will be deemed to have been received by the other Party two (2) days after posting in Grand Forks Post Office in British Columbia or on the date of hand delivery. Any notice so given shall be addressed;

if to the City: The Corporate Officer, The Corporation of the City of Grand Forks, 7217-4th Street, Box 220 Grand Forks, B.C. V0H 1H0;

13.

Personal information is collected by the City of Grand Forks pursuant to the Local Government Act, the Community Charter and other Acts and Statutes and City By-Laws for the purpose of administering City operations. Information on this Agreement may routinely be made available to the public under Freedom of Information Legislation. The Service Provider must make available to the City information requested under the Freedom of Information Act relating to the operation of the Boundary District Arts Council. The record keeping and minutes must be kept in compliance with the Local Government Act, Community Charter and the Freedom of Information Act.

14.

Any dispute arising between the Service Provider and the City shall be discussed and settled between the Service Provider's Representative and the Chief Administrative Officer. The Service Provider may advance the dispute to City Council whose decision shall be final and binding.

IN WITNESS WHEREOF the Parties have hereunto set their respective hands and Seals the day and the year first above written.

**SIGNED SEALED AND DELIVERED BY
THE CORPORATION OF THE CITY OF
GRAND FORKS in the presence of:**

Authorized City Signatory

Authorized City Signatory

SIGNED, SEALED AND DELIVERED BY
Boundary Districts Arts Council
in the presence of:

Authorized Signatory

Authorized Signatory

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Witness

Name of Witness

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Witness

Name of Witness

REQUEST FOR DECISION

— COMMITTEE OF THE WHOLE —



To: Committee of the Whole
From: Administration-Corporate
Date: March 2nd, 2016
Subject: Gallery 2 Request for early release of portion of funds for 2016, and amendments to Funding and Lease Agreements
Recommendation: **RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS TO COUNCIL TO CONSIDER THE REQUEST FROM THE ART GALLERY SOCIETY FOR THE EARLY RELEASE OF A PORTION OF THEIR FUNDING FOR 2016;**
AND FURTHER THAT COUNCIL CONSIDERS THE PROPOSED AMENDMENTS TO THE GRAND FORKS ART GALLERY, HERITAGE AND VISITOR CENTRE FEE FOR SERVICE FUNDING AGREEMENT AND LEASE AGREEMENT;
AND THAT THESE CONSIDERATIONS WILL BE DECIDED BY COUNCIL AT THE MARCH 29TH, 2016 REGULAR MEETING.
BE IT FURTHER RESOLVED THAT THE COMMITTEE OF WHOLE RECOMMENDS THAT STAFF BE DIRECTED TO ADVERTISE THE LEGISLATIVE REQUIREMENTS AS IT PERTAINS TO DISPOSITION OF CITY PROPERTY AS PER SECTION 26 OF THE COMMUNITY CHARTER.

BACKGROUND: The City of Grand Forks provides funding to the Art Gallery Society by Council decision during the annual budgeting process. 1) The Art Gallery has submitted the attached letter requesting Council's consideration to approve an early 2016 funding release to the Gallery.

2) The attached 2016 fee for service agreement with amendments, outlines the City's requirements and obligations as well as for the Art Gallery Society and its derivatives. Pertinent changes indicate the addition of language as it relates to the Art Gallery's (Visitor Information piece) obligations toward services for the Municipal Campground; the Art Gallery has requested that their second round of funding be remitted in November instead of August of the given year, and Council's request that quarterly reporting be provided as a condition in the fee for service. There are a few housekeeping amendments as well, as highlighted in the document.

3) Additionally, there is a change to the current lease agreement, whereas on page 31 1 (b), shows the removal of the cost of the electrical power which was borne by the City. The Lease amendment will see those charges as being the responsibility of the Art Gallery Society. In keeping with the disposition of land in the signing of a new lease, staff is recommending that legislative advertising as per Sec 26 of the Community Charter, be undertaken, so that the public is aware the City's intentions to disperse City property via a lease. This advertising should be done prior to Council's consideration to approve of the lease at the March 29th Regular Meeting.

REQUEST FOR DECISION

— COMMITTEE OF THE WHOLE —



Benefits or Impacts of the Recommendation:

General:	The provision of fee for service and lease will ensure the continuity of Gallery 2 services, heritage component and the visitor information centre for the community.
Strategic Impact:	The initiative aligns with fiscal responsibility and well as community liveability
Financial:	Fee for service provisions are Council's prerogative during the annual budgeting process.
Policy/Legislation:	Council has the authority to approve funding agreements in alignment with legislative obligations
Attachments:	1) Correspondence from the Art Gallery; 2) Proposed amended funding agreement; 3) proposed amended Lease Agreement; and 4) excerpt of Sec. 26 of Community Charter pertains to municipal land disbursements.

Recommendation:

RESOLVED THAT THE COMMITTEE OF THE WHOLE RECOMMENDS TO COUNCIL TO CONSIDER THE REQUEST FROM THE ART GALLERY SOCIETY FOR THE EARLY RELEASE OF A PORTION OF THEIR FUNDING FOR 2016;

AND FURTHER THAT COUNCIL CONSIDERS THE PROPOSED AMENDMENTS TO THE GRAND FORKS ART GALLERY, HERITAGE AND VISITOR CENTRE FEE FOR SERVICE FUNDING AGREEMENT AND LEASE AGREEMENT;

AND THAT THESE CONSIDERATIONS WILL BE DECIDED BY COUNCIL AT THE MARCH 29TH, 2016 REGULAR MEETING.

BE IT FURTHER RESOLVED THAT THE COMMITTEE OF WHOLE RECOMMENDS THAT STAFF BE DIRECTED TO ADVERTISE THE LEGISLATIVE REQUIREMENTS AS IT PERTAINS TO DISPOSITION OF CITY PROPERTY AS PER SECTION 26 OF THE COMMUNITY CHARTER.

OPTIONS:

- 1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT**
- 2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT**
- 3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.**



11

March 2, 2016

Mayor and Council
City of Grand Forks
7217-4th Street
Grand Forks, BC

Re: Annual Fee for Service request 2016

Dear Mayor Konrad and Councilors,

In accordance with the Funding Agreement with the City of Grand Forks, the Grand Forks Art Gallery Society hereby submits this request for annual funding.

The Grand Forks Art Gallery Society (GFAGS) is requesting the same funding as last year's agreement, \$142000.00 with the payment dates occurring on or before May 15th (50%) and on or before November 1st (50%).

We are asking for your consideration at this time for a one time partial advance on our first payment, to occur on April 1st, of \$35,500 leaving a balance of \$35,500 to be advanced on or before May 15th.

We have undertaken an aggressive review of our general bookkeeping practices and find previous funding agreements contained multiple advances, some years as often as monthly, some years quarterly, leading to bridging funds over fiscal year ends. Last year marked the first year of an agreement with two (50%/50%) funding advances in May and August, falling within both GFAGS and the City's fiscal year, which should have alleviated the problem. However we received funds in January \$35,500, May \$71,000, and a final payment in August of \$35,500 once again causing funds to bridge two fiscal years for GFAGS. A previous new Executive Director, medical leave of the Admin Assistant, a new accounting system, and a funding advance out of cycle, caused us to review of our financial position. We are confident the steps we have taken, and will take in the future budgets, will keep the Gallery on track and in good fiscal shape.

As in other years, the funds from the City of Grand Forks are applied to pay staff salaries for the Gallery operations as well as the Visitor's Information Centre operated on behalf of the City. We currently employ three fulltime (one is on temporary part time hours) and three part time positions and have cut the salary for our Executive Director position to reduce expenditures. As indicated by the wage costs over the last three years (2013: \$160278, 2014: \$166475, 2015: \$177427) we fund the remainder of wage costs from other revenue sources including BC Gaming, fundraising, Young Canada Works, and Service Canada. Additionally we work hard to secure grants specifically for programming and exhibitions from the BC Arts Council, Heritage Canada, and other funders. We hold fundraising event to cover the remainder of expenses.

Gallery 2 PO Box 2140 524 Central Avenue Grand Forks, BC VoH 1Ho ph: 442-2211 www.gallery2grandforks.ca



The detailed accounting of the operations of the GFAGS can be found in the Annual Financial Statements to March 31, 2015 prepared by Kemp Harvey Burch Kientz Inc. and last presented to Council for review December 14, 2015. We would be pleased to provide any additional information or clarification should the need arise.

We are very thankful for the assistance the City provides to maintain a cultural base for our community and beyond, and look forward to working collaboratively together in the future.

Sincerely

Terry Woodruff,
Executive Director
Grand Forks Art Gallery Society

2)

The City of Grand Forks and the Grand Forks Art Gallery Society
Fee for Service Funding Agreement

2016 FEE FOR SERVICE FUNDING AGREEMENT
FOR THE OPERATION OF THE GRAND FORKS ART GALLERY, HERITAGE AND
VISITOR CENTRE

THIS AGREEMENT made the _____ day of _____, 2016.

BETWEEN: THE CORPORATION OF THE CITY OF GRAND FORKS
7217- 4th Street
Box 220
Grand Forks, British Columbia
VOH 1H0
(Hereinafter called "the City")

OF THE FIRST PART

AND: THE GRAND FORKS ART GALLERY SOCIETY
524 Central Avenue
PO Box 751
Grand Forks, British Columbia
VOH 1H0
(Hereinafter called "the Society")

OF THE SECOND PART

WHEREAS the City desires that the Services of an Art Gallery, Heritage, and Visitor Centre are to be provided by a Society that is experienced and knowledgeable;

AND WHEREAS the City through a Revised Lease Agreement dated _____, 2016 authorizes the Society to occupy a City owned building for the purposes of operating an Art Gallery, Museum and Visitor Centre and for providing the related services to the community on a fee for service basis;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto in consideration of the promises and mutual covenants hereinafter contained, do mutually agree as follows:

Definitions:

- a) Annual Financial Plan: Financial Plan of the City prepared in accordance with the Community Charter
- b) Annual Report: Summary of activities of the Art Gallery, Museum and Visitor Centre presented to the City two months after the close of the Fiscal Year.

The City of Grand Forks and the Grand Forks Art Gallery Society Fee for Service Funding Agreement

- c) **Approved Annual Budget:** Amount of funding allocated in the Fiscal Year to the Grand Forks Art Gallery Society for the operations of the Art Gallery, Museum and Visitor Centre.
- d) **Approved Funding:** Amount of funding planned in the Annual Financial Plan subject to approval on an annual basis in the Approved Annual Budget.
- e) **Approved Hours of Operating:** Total number hours of service funded that includes paid time for staff while the Art Gallery, the Museum and the Visitor Centre is open to the Public and paid time for statutory holidays, vacation and employee approved leaves of absences.
- f) **Building, Building Operating Costs, Premises and Lands** as defined in the Lease Agreement
- g) **Core Hours of Operations:** Hours of funded service to the public in the Approved Annual Budget.
- h) **Core Theme of Display:** Display of exhibits from time to time as determined by the Society.
- i) **Council:** City of Grand Forks City Council
- j) **Display:** Exhibitions of art and displays of artifacts
- k) **Fiscal Year:** January to December in any year for which the funding for the Art Gallery, Museum and Visitor Centre service is approved and allocated by the Council.
- l) **Improvements:** As per Clause 3.2, 7.6 and 7.8 of the Lease Agreement
- m) **Inventory of Display:** List of all major display in the building, grounds and in storage on the Building and Premises identifying the ownership.
- n) **Repairs & Maintenance:** As per Clauses 7.1, 7.3, 7.4, 7.5 and Schedule A of the Lease Agreement.
- o) **Revised Lease Agreement** means the Agreement dated _____, 2016 between the Service Provider and the City for the occupancy of the Building and Premises and Terms and Conditions of occupancy.
- p) **Service:** Operations of the Art Gallery, Museum and Visitor Centre located in the City owned building at 524 Central Avenue leased to the Society under the Revised Lease Agreement dated _____, 2016, and funded by property tax based on Approved Funding.

1. Term of Fee for Service Funding Agreement

The Fee for Service Funding Agreement takes effect on the 1st day of January 2016 and terminates on the 31st day of December 2016, unless the Parties enter into a renewal option for a further Term of five (5) years provided a written notice has been provided by either Party on or before July 31, 2016. The renewal option is at the discretion of the City.

2. Service Mandate

The Society shall set a standard of service for the art Gallery, Museum and Visitor Centre that takes into consideration Approved Funding, donations and grants towards this Service.

The City of Grand Forks and the Grand Forks Art Gallery Society Fee for Service Funding Agreement

3. Conditions of Funding Art Gallery, Museum and Visitor Centre

The Society:

- a) Shall maintain all supporting details and records of Revenues and Expenditures relating all funds transferred from the City and received for operating the Service.
- b) Shall use funds provided by the City solely for the purposes of operating the Service.
- c) Shall maintain an Inventory of Display current identifying the ownership and segregation of ownership of Display belonging to the City and that belonging to the Society.
- d) Shall use the Building and Premises in accordance with the Lease Agreement.
- e) Shall identify any surplus occurring in the Fiscal Year and incorporate this surplus into the Society's annual financial statements.
- f) Shall comply and operate within the rules and regulations issued by Work Safe BC governing workers and volunteers on the Building and Premises.
- g) Shall pay employees on a regular basis and as a minimum be in compliance with the Employment Standards Act
- h) Shall provide payment and refunding services, reservation services and other support services, if needed, for the Municipal Campground

4. Timely Release of Funds

The transfer of Approved Annual Funding from the City will occur on or before May 15th (50%), and on or before November 1st (50%).

5. Staffing and Hours of Operation

The Society is responsible for staffing and maintaining Core Hours of Service in accordance with the Approved Annual Budget. The Society is responsible for the Employees and complying with the payment of wages, benefits, safety at the worksite and remitting deductions. Failure to pay employees and deductions, the provisions of the Lease Agreement will apply.

6. Buildings and Premises

The Society is to operate the Service from the Building, Premises and Lands and within the Building Service Costs as per the Revised Lease Agreement.

7. Insurance

The city shall pay insurance premiums for art effects and museum artifacts where insurance is available and within reasonable cost of which the ownership is to the City. In accordance with the Lease Agreement the premiums for insurance shall be included in the Annual Budget to the extent on properties, Art Display, Museum Displays, liability and directors to which the City has agreed in writing to providing funding. The Society shall be responsible for insurance premiums for art and artifacts that belong to others on the Buildings and Premises.

8. Inventory of Display

The City of Grand Forks and the Grand Forks Art Gallery Society Fee for Service Funding Agreement

The Society shall maintain a current list of major insurable Display by ownership for insurance purposes and for the establishment of accountability should there be fire, theft and removal from the building. The Society shall keep the list current and a copy provided to the City on a semi-annual basis.

9. New Purchases and Donations

Arts purchased using City funds and donations of art and museum artifacts received shall be the Property of the City of Grand Forks unless stated otherwise in writing.

10. Termination of Funding

The City may terminate funding to the Society:

- a) Non-compliance with any provisions of this Fee for Service Funding Agreement.
- b) Violations of any provisions of the Revised Lease Agreement.
- c) Failure to rectify service complaints within 60 days of notification from the City.
- d) Failure to provide accountability on the funds received from the City.
- e) Failure to provide Annual Reports to the City within two months after the end of the Fiscal Year.
- f) Failure to meet with the City on quarterly basis when requested to do so and once a schedule has been mutually agreed upon. Termination shall not occur if there is cancellation of meetings.

11. Record Keeping and Statistical Information

The Society shall maintain accurate records of receipts and disbursements of funds allocated by the City and statistical information on visits. Financial and operational reports shall be submitted to the City on the City's fiscal quarterly basis, and shall be included in a summary format in the Art Gallery's Annual Report.

12. Improvements

The cost estimate for Improvements shall be submitted to the City and the City will give consideration for Improvements subject to the availability of funding.

13. Funding Allocation

During the Term the City agrees to allocate a minimum annual amount of **\$142,000** which shall be the costs of services provided by the Society as specified in this Fee for Service Funding Agreement and the Revised Lease Agreement. Once the City's Financial Plan has been approved, the City shall transfer funds in accordance with Clause 4.

14. Annual Funding Submission

The Society shall submit on an annual basis and no later than October 31st a request for funding outlining details of staffing request, hours of operation, purchase of supplies and services, advertising, employee wages benefits and Building Service Costs. The City shall review

The City of Grand Forks and the Grand Forks Art Gallery Society Fee for Service Funding Agreement

the submission and confirm the allocation for the next Fiscal Year no later than November 30th. The previous Fiscal Year's allocated funding shall not be reduced unless 90 days notice has been provided by the City to the Society before the commencement of the next Fiscal Year.

15. Maintenance and Repairs

The Society must include the cost of maintenance and repairs in the Annual Funding Submission in accordance with the Revised lease Agreement.

16. Work Safe BC

The Society must comply with Rules and Regulations governing work place and any violations issued by Work Safe BC must be complied with and rectified and fines issued must be paid by the Society and not from the funds allocated from the City.

17. Notice

Any notice required to be give by this Agreement will be validly given if delivered by hand or addressed by mail and will be deemed to have been received by the other Party two (2) days after posting in the Grand Forks Post Office in British Columbia or on the date of hand delivery. Any notice so given shall be addressed; if to the City:

The **Corporate Officer**, The Corporation of the City of Grand Forks, 7217-4th Street, Box 220, Grand Forks, B.C., V0H 1H0;

And if to the Society: The Grand Forks Art Gallery Society, 524 Central Avenue, Box 2140, Grand Forks, British Columbia, V0H 1H0.

18. Freedom of Information

Personal information is collected by the City of Grand Forks pursuant to the Local Government Act, the Community Charter and other Acts and Statutes and City By-Laws for the purpose of administering City operations. Information on this Agreement may routinely be made available to the public under Freedom of Information Legislation. The Service Provider must make available to the City information requested under the Freedom of Information Act relating to the operation of the Service. The record keeping and minutes must be kept in compliance with the Local Government Act, Community Charter and the Freedom of Information Act.

19. Settlement of Disputes

Any dispute arising between the Society and the City shall be discussed and settled between the Society's Representative and the Chief Administrative Officer of the City of Grand Forks. The Society may advance the dispute to City Council whose decision shall be final and binding.

The City of Grand Forks and the Grand Forks Art Gallery Society Fee for Service Funding Agreement

20. Entire Agreement

The Fee for Service Funding Agreement and the Revised Lease Agreement shall be deemed to constitute the entire agreement between the City and the Society hereto with respect to the operation and provision of services related to the Art Gallery, the Museum and the Visitor Centre and shall supersede all previous negotiations, representations and documents in relation hereto made by any party to this agreement.

IN WITNESS WHEREOF the Parties have hereunto set their respective hands and seals the day and the year first above written.

SIGNED, SEALED AND DELIVERED:

THE CORPORATION OF THE CITY OF GRAND FORKS:

By its authorized signatories:

Print Name

Signature

Print Name

Signature

GRAND FORKS ART GALLERY SOCIETY:

By its authorized signatories:

Print Name

Signature

Print Name

Signature

The City of Grand Forks and the Grand Forks Art Gallery Society
Revised Lease Agreement (2016)

THIS REVISED LEASE AGREEMENT dated as of the ____ day of ____, **2016**

BETWEEN: THE CORPORATION OF THE CITY OF GRAND FORKS
 7217- 4th Street
 Box 220
 Grand Forks, British Columbia
 V0H 1H0
 (Hereinafter called "the City")

OF THE FIRST PART

AND: THE GRAND FORKS ART GALLERY SOCIETY
 524 Central Avenue
 PO Box 751
 Grand Forks, British Columbia
 V0H 1H0
 (Hereinafter called "the Society")

OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto in consideration of the promises and mutual covenants hereinafter contained, do mutually agree as follows:

1. DEFINITIONS

1.1 Definitions

In this lease, unless there is something in the context inconsistent therewith, the Landlord and the Tenant agree that:

- a) "Building" means collectively the buildings, improvements, structures and facilities created or to be created on or under the Lands and all alterations and renovations thereto, within, upon or under the Lands and outlined in the attached Schedule B;
- b) "Building Service Costs" means the costs as outlined in Schedule "A" attached to and forming part of this agreement;
- c) "Commencement Date" means the 1st day of April, 2009.
- d) "Lands" means those certain lands legally described as: Lots 5-7, Block 20, Plan Number 23, District Lot 108, L.D. 54
- e) "Operating Agreement" means the Agreement entered into between the City and the Gallery for providing the funding for, and services to be provided by, the Gallery within the Building and Premises, as approved by Council.

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2016)

- f) "Operating Costs" means the costs of maintaining and operating the "Premises" in a fit for purpose condition so that the Gallery can carry out its activities;
- g) "Operating Agreement" means the separate agreement between the City and the Gallery pertaining the terms and conditions of the services to be provided by the Gallery to the City and the funding to be provided by the City to the ;
- h) "Premises" means the lands and building that are outlined in bold on the plan attached hereto as Schedule "B"
- i) "Term" means the term of years and days commencing on the Commencement Date as set out in Article 2.2.

2. DEMISE AND TERM

2.1 Demise

The Landlord, in consideration of the rents, covenants, agreements and conditions herein to be paid, observed and performed by the Tenant, does hereby demise and lease to the Tenant the Premises for the Term.

2.2 Term

Subject to the terms and conditions of this lease, the Tenant shall have and hold the Premises for a term of twenty five (25) years from and including the Commencement Date. Notwithstanding the foregoing, the Landlord may cancel and terminate this lease at any time after the expiry of the first ten (10) years of the Term upon providing the Tenant with two (2) years written notice. In the event of cancellation by the Landlord under this clause, the Landlord agrees to reimburse the Tenant for all actual and reasonable Tenants expenses, direct or indirect, incurred in relocating the Tenant's operations to alternate facilities to a maximum cost of \$300,000 divided by the term of years remaining on the lease, excluding any options for renewal period. The Tenant may cancel and terminate this lease upon providing the Landlord with one (1) year written notice at which time all Tenant Expenses then owing to the Landlord will at once become due and payable and the Tenant will at the same time as providing its notice to the Landlord provide the Landlord with a certified cheque payable to the Landlord for such amount.

2.3 Option to Renew

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2016)

If at the expiration of the Term referred to in Article 2.2 hereof, the Tenant desires a renewal of the lease for a further term of twenty five (25) years, or any lesser term, the Tenant shall give one years' notice, in writing, to the Landlord of its intent to exercise the rights contained in this lease. Where the Tenant has exercised its Option to Renew the Lease, the Landlord shall grant a second term of twenty five (25) years, or for such lesser term requested by the Tenant in the notice, upon the negotiated terms and conditions.

3. RENT, TAXES AND OTHER CHARGES

3.1 Basic Rent

The Tenant will pay to the Landlord in advance in lawful money of Canada basic rent \$1.00 per annum on the Commencement Date and annually thereafter for the exclusive use of Building for the purposes of providing City service of museum and archives as per the Fee for Service Funding Agreement.

3.2 Tenant's Improvements

The Tenant shall carry out all capital improvements and pay for these improvements. All capital improvements must have received the prior written approval of the Landlord. The Tenant shall provide the Landlord all costs and expenses which the Tenant incurs with respect to these capital improvements.

3.3 Additional Rent

All moneys which from time to time may be owing by the Tenant to the Landlord pursuant to this lease including, without limitation, moneys payable by way of indemnity and Tenant Improvement Expenses and whether expressed to be rent or not, are hereby deemed to be additional rent. The Tenant will pay any such money to the Landlord upon demand by the Landlord unless other terms for payment are expressly stipulated in this lease. If the Tenant fails to pay any additional rent as and when due, the Landlord will have the same remedies for the collection thereof as it has for the recovery of basic rent in arrears. If the Tenant at any time or from time to time fails to pay to any person any sum which the Tenant is obliged to pay pursuant to this lease, the Landlord may pay any such sum on behalf of the Tenant upon 15 days' written notice to the Tenant and same will then be a debt owing by the Tenant to the Landlord from and including the date of payment by the Landlord; provided always

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2016)

that the Landlord will not be entitled to pay any such sum if the Tenant gives written notice to the Landlord that it is in good faith disputing the payment with reasonable diligence and so long as the Tenant's failure to pay does not subject the Premises or the Tenant's interest in this lease to forfeiture, sale or lien and subject to Section 6.2 hereof.

3.4 Interest on Amounts in Arrears

When basic rent or additional rent, payable hereunder by the Tenant to the Landlord is in arrears, the Landlord shall advise the Tenant that such rent has become due and unless the amount in arrears is paid within seven (7) days the Tenant will be charged an interest at the same rate as is applicable to the arrears and delinquent property taxes. The Landlord will have all remedies for the collection of such interest as it has for the recovery of basic rent in arrears.

3.5 Tenants' Taxes and Other Charges

The Tenant will pay, as and when due, to the government authority or person to which same are owing or are by law to be paid or to the Landlord pursuant hereto, all taxes, license fees, rates, duties, excise, local improvement charges and assessments as well as any costs or penalties in lieu thereof or in addition thereto (collectively the "Charges") imposed, levied, assessed or charged during the Term upon or relating to:

- (a) operations at, occupancy of, or conduct of business in or from the Premises either by or with the permission of the Tenant;
- (b) fixtures or personal property in the Premises which have been installed or placed therein by or for the benefit of the Tenant;
- (c) rent paid or payable by the Tenant to the Landlord for the Premises or for the use and occupancy of all or any part thereof;
- (d) janitorial services, telephone and utilities of whatever nature or kind as specified in Appendix A (including works and services in connection therewith) used in or supplied to or for the benefit of the Premises; and
- (e) goods and services which the Landlord provides or causes to be provided to or for the benefit of the Tenant on the Premises;

whether or not such Charges are payable at law by the Tenant or by the Landlord and whether or not same are allocated separately in respect of the Premises. The Tenant will indemnify and save harmless the Landlord from and against any liability the Landlord may incur to pay all or any such Charges. The Landlord's rights, with respect to the collection of rent will apply equally to the Landlord's rights to recover from the

The City of Grand Forks and the Grand Forks Art Gallery Society
Revised Lease Agreement (2016)

Tenant all such Charges. Upon request by the Landlord, the Tenant will deliver promptly to the Landlord evidence satisfactory to the Landlord of payment of all such Charges.

3.6 Net Lease

The Tenant will pay to the Landlord duly and punctually all basic rent and additional rent required to be paid by the Tenant pursuant to this lease without any deduction, abatement or setoff whatsoever, it being the intention of the Landlord and the Tenant that all expenses, costs, payments and outgoings incurred in respect of the Premises, the Lands and the Building (unless otherwise expressly stipulated herein to the contrary) will be borne by the Tenant and other tenants of the Lands and that the amounts payable hereunder as rent and additional rent will be absolutely net to the Landlord.

3.7 Irregular Periods

If, for any reason, it becomes necessary to calculate basic rent or additional rent for irregular periods an appropriate pro rata adjustment will be made on a daily basis in order to compute such rent for such irregular periods, unless otherwise expressly set out in this lease.

3.8 Landlord as Supplier

In accordance with Appendix A, the Landlord will supply or elect to supply water, electricity, natural gas, telephone, garbage collection or sewage facilities or any other utility used or consumed on the Premises, and the Tenant will purchase and pay for the same as per Appendix A, payable with the next monthly additional rent payment due, at rates not in excess of public utility rates for the same service if applicable. In no event will the Landlord have any obligations or liability in connection with the cessation or unavailability or interruption or suspension of any service, beyond the Landlord's control, or utilities at any time whether or not supplied by the Landlord.

3.9 Arbitration

If there is a dispute under this lease except as set forth in Article 3.7, either the Landlord or Tenant may deliver to the other written notice requiring arbitration. If the Landlord and Tenant are unable to agree on an arbitrator within five days after the date of receipt of such notice, either party may apply to a superior court of competent

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2016)

jurisdiction of the Province for the appointment of a single arbitrator under the provisions of the Commercial Arbitration Act or arbitration legislation then in force in the Province. The Landlord and Tenant will use their best efforts, to choose an arbitrator who is experienced in the area in dispute. Any submissions to arbitration will be deemed to be a submission under the commercial arbitration legislation then in force in the Province. The arbitrator's determination of the dispute will be conclusive and binding on the Landlord and Tenant. Costs will be awarded in the arbitrator's discretion. Each of the Landlord and Tenant will co-operate with the arbitrator fully and expeditiously.

3.10 Dispute as to costs

The Tenant shall have the right within 12 calendar months of the conclusion of each calendar year, to require the Landlord to use its external auditor to review any costs that have been charged to the Tenant as additional rent. In the event that any such review discloses that the Landlord has overstated the amount payable by the Tenant on account of additional rent for the period in question, then the Landlord shall forthwith after notice from the Tenant reimburse the Tenant for any overpayment which has been made by the Tenant. The external auditor's determination will be conclusive and binding on both parties. In the event that any such review discloses that the Landlord has understated the amount payable by the Tenant on account of additional rent for the period in question, then the Tenant shall forthwith after notice from the Landlord reimburse the Landlord for any underpayment which has been made by the Tenant. This right shall survive the expiry of the Term or sooner termination of this Lease.

4. QUALITY AND USE OF THE PREMISES

4.1 Possession and Use

The Tenant will not use or permit the Premises or any part thereof to be used for any purpose other than for community arts and cultural activities, events, special occasion ceremonies and functions, entertainment relating to arts and cultural functions, gift shop to generate income to support arts and cultural activities and offices, the Visitors Information Centre, without the prior written consent of the Landlord, such consent may not be arbitrarily withheld. It is the sole responsibility of the Tenant to ensure that the zoning of the Premises permits the intended use of the Premises by the Tenant. The Tenant, at its cost, will maintain throughout the Term any business license or other licenses required by law.

The City of Grand Forks and the Grand Forks Art Gallery Society
Revised Lease Agreement (2016)

4.2 No nuisance, waste or overloading

At no time during the Term will the Tenant carry on or permit or suffer to be carried on in the Premises or elsewhere in the Building anything which is noxious or offensive or which would constitute a public or private nuisance or which would annoy or disturb or cause nuisance or damage to the occupiers or owners of lands and premises adjoining or in the vicinity of the Premises. The Tenant will not cause any waste or damage to the Premises. The Tenant will, not permit any overloading of the floor of the Premises and will not place thereon any heavy object without the prior written consent of the Landlord.

4.3 Signs

The Tenant will not erect, paint, display, place, affix or maintain or permit to be erected, painted displayed, placed, affixed or maintained any sign, decoration, picture, lettering, symbol or notice of any nature or kind whatsoever (herein called the "Signs") on either exterior of the Premises or the Building without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld or delayed. The Tenant, at its cost, will acquire all requisite statutory permits which may be required to erect or maintain any such approved signs. The Tenant will cause any signs to be maintained in a proper state of repair and will indemnify and save harmless the Landlord from all personal injuries or property damage or loss to any person caused by the existence of any such signs.

4.4 Windows

The Landlord will replace any broken glass in the windows and doors of the Premises (including perimeter windows in the exterior walls). The Tenant will maintain all interior glass and glass surfaces in a clean and tidy condition.

4.5 Condition of Premises

The Tenant will not permit the Premises to become untidy or unsightly and will not permit waste or refuse to accumulate therein.

4.6 Not to affect Landlord's Insurance

The City of Grand Forks and the Grand Forks Art Gallery Society Revised Lease Agreement (2016)

The Tenant will not do or omit to do or permit to be done or omitted to be done in or on the Premises or elsewhere in the Building anything which would directly or indirectly cause the insurance premiums in respect of the Premises or the Landlord's premiums for liability insurance to be increased. If any insurance premium is thereby increased the Tenant will pay to the Landlord the amount by which the insurance premiums are so increased. The Tenant will not store or permit to be stored upon the Premises anything of a dangerous, inflammable or explosive nature or anything which would lead to the cancellation of the Landlord's insurance. If any insurance policy of the Landlord is cancelled by an insurer by reason of the use and occupation of the Premises by the Tenant or by an assignee, sub-tenant or anyone permitted by the Tenant to be on the Premises then the Tenant will forthwith remedy or rectify such use or occupation upon being requested to do so by the Landlord and if the Tenant fails to remedy or rectify immediately then the Landlord, at its option, may terminate this lease upon 5 days' written notice to the Tenant and thereupon additional rent will be apportioned and paid in full to the date of expiration of such notice and all Tenant Improvement Expenses then owing to the Landlord will at once become due and payable and the Tenant will provide the Landlord with a certified cheque for such amount and the Tenant will immediately deliver up vacant possession of the Premises to the Landlord and the Landlord may re-enter and take possession of same and at its option and at the expense of the Tenant, may rectify the situation causing such cancellation.

4.7 Preventing Cancellation

The Landlord, by its representatives, may at any time enter upon the Premises to remove any article or remedy any condition which, in the reasonable opinion of the Landlord, would be likely to lead to cancellation of any insurance policy. Such entry by the Landlord will not be deemed to be a re-entry or a trespass.

4.8 Deliveries, Loading and Shipping

The Tenant will permit deliveries to the Premises and loading and unloading to be done only in and from loading areas designated by the Landlord and only in accordance with such rules as the Landlord from time to time may reasonably prescribe. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises will be subject to such rules and regulations as in the sole judgment of the Landlord are necessary for the proper operation of the Premises and the Building.

5. ASSIGNING AND SUB-LETTING

The City of Grand Forks and the Grand Forks Art Gallery Society
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5.1 Assigning and Sub-letting by Tenant

The Tenant will not assign this lease or sublet or part with possession of the whole or any part of the Premises for the whole or any part of the Term, without the prior written consent of the Landlord such consent may be arbitrarily withheld. The Tenant will not mortgage, charge or otherwise encumber its leasehold interest in the Premises and leasehold improvements without the written consent of the Landlord. No such assignment, subletting or parting with neither Possession, nor the Landlord's consent thereto, will relieve the Tenant from observance and performance of the Tenant's obligations contained in this lease. The Landlord, as a condition of granting its consent to assignment of this lease, may require the proposed assignee to covenant with the Landlord, on terms reasonably satisfactory to the Landlord, for the due and faithful performance and observance of the Tenant's obligations under this lease, including this clause. When requesting the Landlord's consent to an assignment or sub-letting or parting with possession as aforesaid, the Tenant will cause such request to be accompanied by such information as to the proposed assignee's sub-tenant's, licensee's or occupant's business and financial responsibility as the Landlord may reasonably require, together with all terms and conditions of the proposed assignment, sub-letting or parting with possession. If the Landlord consents, then the Tenant may complete its transaction only on the terms and conditions or the bona fide written offer, as approved by the Landlord, and only if it does so within 60 days after it receives the Landlord's consent. Notwithstanding anything to the contrary contained in this lease, the Landlord will have the right, if the request is to assign this lease or sublet or part with possession of the whole of the Premises, to cancel and terminate this lease, or, if the request is to sublet or part with possession of only a portion of the Premises, to cancel and terminate this lease with respect to such portion, in either case as of a termination date to be stipulated in the Landlord's notice to the Tenant regarding the exercise of the Landlord's rights which will not be less than 30 days or more than 60 days following the date of delivery of such notice. The Tenant will surrender the whole or the part of the Premises, as the case may be, in accordance with such notice and rent will be apportioned and paid to the date of surrender and, if a part only of the Premises is surrendered, rent will thereafter abate proportionately, in proportion to the number of square feet of the Premises surrendered by the Tenant, as reasonably determined by the Landlord.

The Tenant further agrees that if the Landlord consents to any such assignment, or parting with possession the Tenant will be responsible for and will hold the Landlord harmless from any and all capital costs for Tenant improvements and all other

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expenses, costs and charges arising out of any such assignment or parting with possession and the Landlord's approval thereof.

5.2 Landlord's Conveyance

Should the Landlord convey or assign or otherwise divest itself of its interest in the Lands or the Building, it will be relieved of all obligations under this lease from and after the effective date of such conveying, assigning or divesting, save and except for the obligation to account to the Tenant for any monies due and payable to the Tenant by the Landlord pursuant to this lease up until the date of such conveyance, assignment or divestiture; provided that the Landlord gives written notice of this lease to such purchaser, transferee or assignee and obtains the written covenant of such purchaser, transferee or assignee to be bound by the obligations of the Landlord hereunder from and after the effective date of such sale, transfer or assignment.

5.3 Right of First Refusal

- a) Notwithstanding any other provisions of this lease, if at any time the Landlord shall receive a bona fide offer to purchase the lands and building from a party other than the Tenant at the price and upon the terms which the Landlord desires to accept, then the Landlord shall send to the Tenant a copy of such offer.
- b) The Tenant shall have the option for a period of sixty (60) days after the receipt of such offer to purchase in its own name or in the name of its nominee the aforesaid property at the price and upon the terms specified therein. If the Tenant elects to exercise such an option, it shall give written notice of such election to the Landlord within the sixty (60) day period, and within one hundred and twenty (120) days thereof, the Landlord shall sell the aforesaid property to the Tenant or its nominee upon performance of the Tenant of the terms and conditions of the said offer.
- c) If the Tenant does not elect to exercise such an option, within the sixty (60) day period, the Landlord may thereafter sell the property to such other party, at the price and upon the terms set forth in the offer of such other party.

6. COMPLIANCE WITH LAWS, BUILDERS' LIENS

6.1 Compliance with Laws

The Tenant, at its own expense, will promptly comply with all statutory requirements of every federal, provincial, municipal, regional and other statutory authority and all requirements of fire insurance underwriters in force from time to time.

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6.2 Builders' Liens

The Tenant will not suffer or permit any lien under the Builders' Lien Act or like statute to be registered against title to the Tenant's leasehold interest in the Premise or against title to the Lands by reason of labour, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding any interest through or under the Tenant. If any such lien is registered, the Tenant will procure registration of its discharge forthwith after the lien has come to the notice of the Tenant provided that if the Tenant desires to contest in good faith the amount or validity of any lien and has so notified the Landlord and if the Tenant has deposited with the Landlord or has paid into Court to the credit of the lien action, the amount of the lien claim plus an amount for costs satisfactory to the Landlord, then the Tenant may defer payment of such lien claim for a period of time sufficient to enable the Tenant to contest the claim with due diligence, provided always that neither the Premises nor the Tenant's leasehold interest therein nor the Lands will thereby become liable to forfeiture or sale. The Landlord may, but will not be obliged to, discharge any such lien at any time if, in the Landlord's judgment the Premises or the Tenant's leasehold interest therein or the Lands becomes liable to any forfeiture or sale or is otherwise in jeopardy and any amount paid by the Landlord in so doing, together with all reasonable costs and expenses of the Landlord, will be reimbursed to the Landlord by the Tenant forthwith on demand. Nothing herein contained will be deemed to authorize the Tenant, or imply consent or agreement on the part of the Landlord, to subject the Landlord's estate and interest in tile Premises to any lien.

7. REPAIRS, MAINTENANCE AND ALTERATIONS

7.1 Repair and Maintenance

The Tenant, will repair and maintain the Premises, in accordance with Schedule A, and based on the amount of funding allocated by the Landlord and the amount of funding allocated excludes costs of building envelope work, plate glass replacement and structural repairs to the building, along with all improvements, appurtenances and equipment, excepting from such standard of repair and maintenance damaged by fire and other risks against which the Landlord is insured.

In this Article 7.1, "repairs" will include replacements and renewals when necessary and "maintain" will include cleaning and janitorial and it does not include outside areas

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grounds maintenance, snow and garbage removal, when necessary, from the adjacent sidewalks.

7.2 Inspection and Emergencies

The Landlord, by its representatives, may enter upon the Premises to inspect the state of repair and maintenance.

7.3 Building Service Costs

Subject to 7.1 and for greater certainty, it is the intent of the parties that costs for all aspects of the operation and management of the premises and outside areas relating thereto, respectively, shall be assigned to the appropriate party as assigned in Schedule "A", which is attached to and forms part of this agreement.

7.4 Repair According to Notice

Without restricting the generality of Article 7.1, the Tenant, promptly upon notice by the Landlord, will make and do all repairs and maintenance for which it is responsible in a good and workmanlike manner. If the Tenant fails to repair or maintain within what the Landlord considers to be a reasonable time, then the Landlord may cause such repairs and maintenance to be undertaken (and may cause its representatives to enter on the Premises for such purpose). Should the Landlord deem it necessary to undertake any repairs or maintenance, then the Tenant will pay to the Landlord such cost of repairs or maintenance carried out by the Landlord from the funds allocated from the Landlord.

7.5 Alterations

Notwithstanding anything to the contrary in this lease, the Tenant will not make to or erect in or on the Premises any installations, alteration, additions or partitions without having received the prior written approval of the Landlord to the plans and specifications and any variations or amendments thereof, all necessary approvals of any relevant statutory authority including, if required, obtaining an occupancy certificate upon completion of the Tenant's improvement work and such indemnification against liens, costs, damages and expenses as the Landlord requires. The Landlord will be entitled to recover from the Tenant the cost of having the Landlord's mechanical, electrical or structural consultants and architects or engineers examine such plans and specifications, where appropriate. Any such work, repair,

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replacement, alteration or improvement made by the Tenant without the prior written consent of the Landlord or which is not made in accordance with the drawings and specifications approved by the Landlord or its consultants will, if requested by the Landlord, be promptly removed by the Tenant at the Tenant's expense and the Premises restored to their previous condition, failing such removal, the Landlord will be entitled to remove the same forthwith without notice at the Tenant's sole cost and expense. No work, replacements, alterations or improvements to the Premises by or on behalf of the Tenant will be permitted which, in the Landlord's opinion, may weaken or endanger the structure or adversely affect the condition or operation of the Premises or diminish the value thereof.

7.6 Construction and Alteration

The Tenant will construct any such installations, alterations, additions and partitions only in accordance with the approved plans and specifications and in a good and workmanlike manner and will proceed diligently to completion. All such construction will be done only by qualified contractors, sub-contractors and trades people and will be done in accordance with requirements which the Landlord may impose (including contractor's public liability insurance in reasonable amounts) and subject to the reasonable regulations, controls and inspection of the Landlord. The Tenant will pay for all expenses for labour performed upon, and materials incorporated into, the Premises for which it is responsible as same fall due.

7.7 Tenant's Negligence

Notwithstanding any other terms, covenants and conditions contained in this lease, if any part of the Building or any improvements, fixtures, machinery, facility equipment therein, require repair or become destroyed or damaged through the negligence, carelessness or misuse of the Tenant or its invitees and licensees (or those for whom the tenant is responsible in law) or through it in any way stopping up or damaging the heating apparatus, water pipes, drainage pipes or other equipment or facilities or parts of the Buildings, the cost of the resulting repairs, replacement, or alterations, will be paid by the Tenant to the Landlord as additional rent forthwith upon presentation of an account of such expenses incurred by the Landlord, the Tenant will bear the cost of any such repair which is made by the Landlord. In the event that latent defects have caused any of the above referenced damages or needed repairs, the Landlord will be responsible for the required restoration(s) and shall bear the costs thereof.

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7.8 Notification of Defects

The Tenant shall promptly notify the Landlord of any accident, defect or damage within the building, premises, systems or services for which the Landlord has an obligation under this Lease and which have come to the Tenant's attention.

8. SURRENDER OF PREMISES AND REMOVAL OF FIXTURES

8.1 Surrender

Upon the expiration or earlier termination of this lease and the Term and any period of permitted overholding, the Tenant will surrender to the Landlord possession of the Premises and fixtures and improvements therein (subject to this Article 8), all of which will become the property of the Landlord without any claim by or compensation to the Tenant, all in good order, condition and repair in accordance with the Tenant's obligation to repair and maintain, and free and clear of all encumbrances and all claims of the Tenant or of any person claiming by or through or under the Tenant and all the rights of the Tenant under this lease will terminate save as herein expressly set out.

8.2 Document of Surrender

If this lease and the Terms are terminated for any reason, the Tenant will deliver to the Landlord forthwith a document surrendering this lease in form acceptable for registration in the appropriate Land Title Office if the lease has been registered.

8.3 Condition of Premises

Without restricting the generality of Article 8.1, the Tenant, immediately before the expiration or earlier termination of this lease, will wash the floors, windows, doors, walls and woodwork of the Premises and leave the Premises in broom clean condition.

8.4 Removal of fixtures

If the Tenant is not then in default hereunder, the Tenant, at the expiration of the Term, may remove from the Premises all trade or Tenant's fixtures. If the Tenant damages the Premises during such removal the Tenant will make good such damage at its expense. In no event will the Tenant remove from the Premises any partitions, floor coverings, local wiring, including floor ducts, telephone conduits or plumbing, heating,

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air conditioning, electrical or ventilating plant or equipment or other building services; save and except that the Landlord will be entitled upon the expiration or earlier termination of this lease to require the Tenant to, and the Tenant will, remove forthwith its installations, alterations, additions, partitions and fixtures and anything in the nature of improvements made or installed by the Tenant or by the Landlord on behalf of the Tenant to or in the Premises, and to make good any damage caused to the Premise by such removal at the Tenant's cost. If the Tenant does not so remove, the Landlord may do so and the Tenant will be responsible for the cost of such removal and for any necessary storage charges. The Landlord will not be responsible for any damage caused to the Tenant's property by reason of such removal.

9. LIABILITY AND INDEMNIFICATION

9.1 Non-Liability of Landlord

The Landlord will not be liable or responsible in any way for any personal injury that may be sustained by the Tenant or any invitee or licensee of the Tenant, or of any other person who may be upon the Premises and areas adjacent thereto or for any loss of or damage or injury to, property belonging to or in the possession of the Tenant or any invitee or licensee of the Tenant or any other person, and without limiting the generality of the foregoing, the Landlord will not be liable or responsible in any way for any injury, loss or damage to person or property caused by smoke, steam, water, ice, rain, snow or fumes which may leak, issue or flow into, through or from the Premises or from the water sprinkler, drainage or smoke pipes or plumbing equipment therein or from any other place or caused by or attributable to the condition or arrangement of any electrical or other wiring or the air conditioning equipment, or, for any matter or thing of whatsoever nature or kind arising from the Tenant's use and occupation of the Premises or otherwise.

9.2 Indemnification

Notwithstanding any other terms, covenants and conditions contained in this lease, the Tenant will indemnify and save harmless the Landlord and those for whom it is responsible in law from and against any and all liabilities, damages, costs, expenses, causes of actions, actions, claims, suits and judgments which the Landlord may incur or suffer or be put to by reason of or in connection with or arising from:

- (a) any breach, violation or non-performance by the Tenant of any obligation contained in this lease to be observed or performed by the Tenant;

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- (b) any damage to the property of the Tenant, any sub-tenant, licensee, or any person claiming through or under the Tenant or any sub-tenant or licensee, or any of them, or damage to any other property howsoever occasioned by the condition, use, or occupation of the Premises during the term of this lease;
- (c) any injury to any person, including death resulting at any time therefrom, occurring in or about the Premises during the term of this lease, except to the extent caused by the negligence of the Landlord or whose for whose negligence the Landlord is responsible at law;
- (d) any wrongful act or neglect of the Tenant, its invitees and licensees, in and about the Premises and Lands.

Should the Landlord without fault on its part be made a party to any litigation commenced by or against the Tenant, then the Tenant will protect, indemnify and hold the Landlord harmless and will promptly pay all costs, expenses and legal fees (on a solicitor and own client basis) incurred or paid by the Landlord in connection with such litigation as additional rent upon demand. The Tenant will also promptly pay as additional rent upon demand all costs, expenses and legal fees (on a solicitor and own client basis) that may be incurred or paid by the Landlord in enforcing the terms, covenants and conditions in this lease.

9.3 Survival of Indemnification

Such indemnification will survive any termination or expiration of this lease, despite anything in the lease to the contrary.

10. INSURANCE

10.1 Tenant's insurance

The Tenant, at its cost, will obtain and keep in force throughout the Term:

- (a) "contents" insurance;
- (b) commercial comprehensive general liability insurance (including, without limitation, tenant's fire, legal liability and contractual liability to cover the responsibilities assumed under Articles 9.2 and 18.7 hereof) against claims for personal injury, death or property damage occurring upon or in or about the Premises, in an amount of not less than \$5,000,000 for bodily injury to any one or more persons, or property damage and such greater amount as the Landlord may reasonably require from time to time;

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- (c) Director's and Officer's errors and omissions insurance in an amount of not less than \$1,000,000; and
- (d) such other insurance as the Landlord might reasonably require.

10.2 Policies

The Tenant will affect all policies with insurers, and upon terms and in amounts, as to deductibles and otherwise, reasonably satisfactory to the Landlord. The Tenant will furnish to the Landlord copies of all policies, or insurance certificates in lieu thereof, and will provide written notice of the continuation of such policies not less than 10 days prior to their respective expiry dates. The Tenant will pay the premium for each policy. If the Tenant fails to purchase or to keep in force such insurance the Landlord may affect such insurance, at the Tenant's cost.

10.3 Terms of Insurance

The Tenant will cause each of the policies for the insurance referred to in Article 10.1 to contain an undertaking by the insurer(s) to notify the Landlord at least 30 days prior to cancellation or any other change material to the Landlord's interests. The liability policy in 10.1(b) will include the Landlord as an additional named insured with a cross-liability clause. The Tenant will cause any insurance policy obtained by it pursuant to this lease to contain a waiver of subrogation clause in favour of the Landlord.

10.4 Property Insurance

The Landlord agrees to purchase and keep in force throughout the term of this agreement "all risk" insurance for the premises. Notwithstanding this part, the Landlord has no obligation to acquire "contents" insurance on behalf of the Tenant and can require that the Tenant purchase "contents" insurance. The Landlord will decide on the insurable limits of the "all risk" insurance policy for the premises and the deductible that will apply to any loss. Should any loss occur that necessitates a claim against "contents" insurance secured by the Tenant, the Landlord will not be responsible for payment of any deductible amount that may be required for the claim. The Tenant will be responsible for purchasing and keeping in full force and effect "contents" insurance.

11. DAMAGE OR DESTRUCTION AND EXPROPRIATION

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11.1 Damage to Premises

If the Premises are partially or completely damaged or destroyed by any cause whatsoever, the Landlord is under no obligation to repair or rebuild the Premises. If the Landlord, at its sole discretion, decides that it will not repair or rebuild the Premises, this lease will terminate immediately and thereupon basic rent and additional rent will be apportioned and paid to the date on which vacant possession is delivered and the Tenant will deliver up possession of the Premises to the Landlord within 30 days of such notice, or some other period as may be mutually agreed upon.

11.2 Expropriation

Both the Landlord and the Tenant agree to co-operate with each other in respect of any expropriation of all or any part of the Premises or any other part of the Building, so that each may receive the maximum award in the case of any expropriation to which they are respectively entitled at law. All compensation and damages awarded by the expropriating authority with respect to the taking of the Premises or part thereof, including any payment for diminution in value of the remainder of the Premises, will belong to the Landlord and the Tenant will only be entitled to receive such compensation or damages as it may claim and recover from the expropriating authority in respect of the loss of occupancy, interruption and tenant's fixtures.

12. QUIET ENJOYMENT

12.1 Quiet enjoyment

If the Tenant duly and punctually pays the basic rent and additional rent and complies with its obligations under this lease, the Tenant will be entitled to peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Landlord or any person or persons claiming by, through or under the Landlord.

13. PERFORMANCE OF TENANT'S COVENANTS, DEFAULT AND BANKRUPTCY

13.1 Landlord May Perform Covenants

If the Tenant is in default of any of its obligations under this lease, then the Landlord, without limiting any other remedy which it may have, will have the right to remedy any such default and for such purpose may at any time enter upon the Premises. No entry for such purpose will be deemed to cause a forfeiture or termination of this lease. In

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order to cure such default, the Landlord may do such things as are necessary to cure the default and such things as may be incidental thereto (including without limitation, the right to make repairs and to expend monies). The Tenant will reimburse the Landlord for the aggregate of all expenses incurred by the Landlord in remedying any such default. The Landlord will be under no obligation to remedy any default of the Tenant and will not incur any liability to the Tenant for any action or omission in the course of its remedying or attempting to remedy any such default unless such act amounts to intentional misconduct or gross negligence on the part of the Landlord.

13.2 Rights of termination

If and whenever:

- (a) the Premises become vacant or remain unoccupied for thirty days or more or are not used for the purpose herein, permitted;
- (b) any additional rent or Tenant Improvement Expenses payment remains unpaid after any of the days on which the same ought to have been paid and following thirty days' written notice of non-payment by the Landlord to the Tenant;
- (c) there is a breach of any of the Tenant's obligations hereunder (other than as set out in the other clauses of this Article) which is not cured within ten days after delivery of written notice by the Landlord to the Tenant specifying such breach provided that if any default of the Tenant can only be, cured by the performance of work or the furnishing of materials and if such work cannot reasonably be completed or such materials reasonably obtained and utilized within said ten days, then such default will not be deemed to continue if the Tenant proceeds promptly with such work as may be necessary to cure the default and continues diligently to complete such work; or
- (d) the Tenant assigns, sub-lets or parts with possession of the Premises or any part of either without the Landlord's consent as required herein;

then in any of the said cases (and notwithstanding any prior waiver of breach of covenant) the Landlord, at its option, may (and without prejudice to any other right or remedy it may then have or be entitled to) immediately or at any time thereafter and without notice or any form of legal process take possession of the Premise or any part thereof in the name of the whole and expel the Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, any statute or law to the contrary notwithstanding.

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13.3 Bankruptcy

If and whenever:

- (a) a receiver, guardian, trustee in bankruptcy or, any other similar officer is appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction;
- (b) a petition is filed for the reorganization of the Tenant under any provision of the Bankruptcy Act or any law of Canada or any province thereof or of the jurisdiction in which the Tenant is incorporated relating to bankruptcy or insolvency, then in force;
- (c) the Tenant becomes insolvent;
- (d) the Tenant files a petition for such re-organization or for arrangements under any provision of the Bankruptcy Act or any law of Canada or any province thereof or of the jurisdiction in which the Tenant is incorporated relating to bankruptcy or insolvency then in force and providing a plan for a debtor to settle, satisfy or to extend the time for the payment of debts; or
- (e) any application or petition or certificate or order is made or granted for the winding up or dissolution of the Tenant voluntarily or otherwise;

then in any such case this lease, at the option of the Landlord, will thereupon terminate and the Term will immediately become forfeited and void and the current month's rent will immediately become due and payable and the Landlord, without notice or any form of legal process, may re-enter and take possession of the Premises or any part thereof in the name of the whole and expel the Tenant and those claiming under it and remove its or their effects (forcibly if necessary) without being deemed guilty of trespass, any statute or law to the contrary notwithstanding.

13.4 Waiver with Respect to Re-entry

The Tenant hereby waives any present or future requirement that notice of the Landlord's intention to re-enter be served or that the Landlord commence legal proceedings in order to reenter.

13.5 Waiver of Benefit of Legislation and Seizure

The Tenant irrevocably waives and renounces the benefit of any present or future law taking away or diminishing the Landlord's privilege on the property of the Tenant and

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right of distress and agrees with the Landlord, notwithstanding any such law, that the Landlord may seize and sell all the Tenant's goods and property, excluding the Tenant's archive, museum and art collections, whether within the Premises or not, and apply the proceeds of such sale upon basic additional rent and upon the cost of the seizure and sale in the same manner as might have been done if such law had not been passed. If the Tenant vacates the Premises leaving any basic rent or additional rent unpaid, the Landlord, in addition to any remedy otherwise provided at law or in equity, may seize and sell the goods and chattels of the Tenant, excluding the Tenant's archive, museum and art collections, at any place to which the Tenant or any other person may have removed them in the same manner as if such goods and chattels had remained on the Premises. If the Landlord, being entitled to do so, levies distress against the Tenant's goods and chattels, the Landlord may use such force as the Landlord may deem necessary for the purpose and for gaining admission to the Premises without the Landlord being liable for any loss or damage caused thereby.

13.6 Re-entry and Damages

If and Whenever the Landlord is entitled to re-enter the Premises, or does re-enter the Premises, the Landlord may either terminate this lease by giving written notice of termination to the Tenant, or by posting notice of termination on the Premises and in such event the Tenant will forthwith vacate and surrender the Premises, or alternatively, the Landlord may from time to time without terminating the Tenant's obligations under this lease, make alterations and repairs considered by the Landlord necessary to facilitate a subletting including changing the door locks (without this being deemed to be a termination of the lease) and sublet the Premises or any part thereof as agent of the Tenant for such term or terms and at such rental or rentals and upon such other terms and conditions as the Landlord in its reasonable discretion considers advisable. Upon each subletting all rent and other monies received by the Landlord from the subletting will be applied first to the payment of costs and expenses of the subletting including reasonable brokerage fees and solicitors' fees and costs of the alterations and repairs, second to the payment of indebtedness other than basic rent due hereunder from the Tenant to the Landlord and third to the payment of basic rent due and unpaid hereunder. The residue, if any, will be held by the Landlord and applied in payment of future rent as it becomes due and payable. If the rent received from the subletting during a month is less than the rent to be paid during that month by the Tenant, the Tenant will pay the deficiency to the Landlord. The deficiency will be calculated and paid Monthly. No re-entry by the Landlord will be construed as an election on its part to terminate this lease unless a written notice of that intention is given to the Tenant. Despite a subletting without termination, the Landlord may elect

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at any time to terminate this lease for a previous breach. If the Landlord terminates this lease for any breach and elects to claim damages, for such breach, the Tenant will pay to the Landlord on demand therefore:

- (a) basic rent to the date of termination;
- (b) all additional charges and additional rent payable by the Tenant pursuant to the provisions hereof to the date of termination;
- (c) such expenses as the Landlord may incur or have incurred in connection with reentering or terminating and reletting, collecting sums due or payable by the Tenant and realizing upon assets seized, including reasonable brokerage expense, legal fees and disbursements determined on a solicitor-client basis, keeping the Premises in good order and repairing and maintaining the same, and preparing the Premises for re-letting; and
- (d) as liquidated damages for the loss of basic rent and additional rent and other income of the Landlord expected to be derived from this lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, the amount, if any, by which the rental value of the Premises for such period established by reference to the terms and provisions of this lease, exceeds, the rental value of the Premises for such period established by reference to the terms and provisions upon which the Landlord re-lets them, if such re-letting is accomplished within a reasonable time after termination of this lease, and otherwise with reference to all market and other relevant circumstances.

13.7 Remedies of Landlord are Cumulative

The remedies of the Landlord in this lease are cumulative and are in addition to any remedies of the Landlord at law or in equity. No remedy will be deemed to be exclusive and the Landlord may from time to time have recourse to one or more of all the available remedies specified herein or at law or in equity.

13.8 Legal Fees

If the Landlord retains a lawyer or other person reasonable necessary for the purpose of assisting the Landlord in enforcing any of its rights under this lease in the event of default by the Tenant, the Landlord will be entitled to collect from the Tenant as additional rent the cost of all such services.

14. IMPOSSIBILITY OF PERFORMANCE

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14.1 Non-Performance by Landlord or Tenant

Whenever the Landlord or Tenant is unable to fulfill any obligation hereunder in respect of the provision of any service, utility, work or repair by reason, of being unable to obtain the materials, goods, equipment, service, utility or labour required to enable it to fulfill such obligation or by reason of any law or regulation or by reason of any other cause beyond its reasonable control, the Landlord or the Tenant, as the case may be, will be entitled to extend the time for fulfillment of such obligation by a time equal to the duration of the delay or restriction; provided always that this provision will not apply to a failure by the Tenant to pay rent as and when due. In the case of a delay on the part of the Landlord, the Tenant will not be entitled to any compensation for any inconvenience, nuisance or discomfort thereby occasioned or to cancel this lease and no such interruption will be deemed to be a disturbance of the Tenant's enjoyment of the Premises. The Landlord, in the event of such interruption, will proceed to overcome same with all reasonable diligence.

15. REGULATIONS

15.1 Regulations

The Tenant and its licensees and invitees will be bound by all such reasonable regulations as the Landlord may from time to time make of which written notice is given to the Tenant. All such regulations will be deemed to be incorporated into and form part of this lease, nothing in the lease will be construed so as to oblige the Landlord to enforce such regulations against other tenants in the Building and the Landlord will not be liable to the Tenant for violation of the regulations by such tenants or their invitees or licensees.

16. OVERHOLDING

16.1 Overholding

If the Tenant remains in possession of the Premises after the expiration of the Term and without the execution and delivery of a new lease, the Landlord may re-enter and take possession of the Premises and remove the Tenant there from and the Landlord may use such force as it may deem necessary for that purpose without being liable in respect thereof or for any loss or damage occasioned thereby. While the Tenant remains in possession of the Premises after the expiration of the Term, the tenancy, in

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the absence of written agreement, will be from month to month only at a rent per month and additional rent payable in respect of the month immediately preceding expiration of the Term payable in advance on the 1st day of each month and the Tenant will be subject to all terms of this lease, except that the tenancy will be from month to month only and a tenancy from year to year will not be created by implication of law or otherwise, provided that this provision will not apply if the Tenant has duly exercised any option to renew this lease.

17. INSPECTION, SALE AND LEASE

17.1 Landlord's Sign

The Landlord from time to time may place upon the Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant stating that the Lands are for sale.

17.2 Inspection

The Landlord or its representatives may exhibit the Premises at reasonable times to prospective tenants during the last twelve months of the Term or any renewal term and may also exhibit the Premises at reasonable times throughout the Term for the purposes of the Landlord's own financing and for prospective purchasers.

18. ENVIRONMENTAL

18.1 Definitions

For the purpose of this Section:

- (a) "Environmental Laws" means all laws relating to protection of the environment and health and safety of the workplace, including all common law and the Canadian Environmental Protection Act (Canada), the Transportation of Dangerous Goods Act (Canada), the Fisheries Act (Canada), the Workers Compensation Act (British Columbia), the Waste Management Act (British Columbia) and all rules, regulations, policies and criteria promulgated there under from time to time;
- (b) "Environmental Notice" means any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from any person which is related to Environmental Laws; and

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(c) "Hazardous Substance" means any substance which is regulated under Environmental Laws, including any hazardous product, contaminant, toxic substance, deleterious substance, waste, special waste, dangerous good or reportable substance.

18.2 Compliance with Environmental Laws

The Tenant will conduct its business and operation in the Premises in compliance with all Environmental Laws effective from the Commencement Date.

18.3 Notice to Landlord

The Tenant will forthwith notify the Landlord of the occurrence of any of the following and will provide the Landlord with copies of all relevant documentation in connection therewith:

- (a) a release of a Hazardous Substance in or about the Premises and/or Lands;
- (b) the receipt by the Tenant of an Environmental Notice; or
- (c) the receipt by the Tenant of information which indicates that Hazardous Substances are being used, dissipated, stored, disposed of or introduced into the environment by anyone in or about the Premises and/or Lands.

18.4 Storage of Hazardous Substances

Notwithstanding the generality of Section 18.2, the Tenant will not permit the storage, use, treatment, disposal or introduction into the environment of Hazardous Substances in or about the Premises and/or Lands without the prior written consent of the Landlord, which consent the Landlord may arbitrarily withhold.

18.5 Investigations

If the Landlord receives information that Hazardous Substances are being dissipated, used, stored, disposed of or introduced into the environment by anyone in or about the Premises and/or Lands, the Tenant will conduct such investigations, searches, testing, drilling and sampling ("Investigations") as are reasonably requested from time to time by the Landlord to determine the existence of Hazardous Substances in or about the Premises and/or Lands. If the Tenant does not complete the Investigations to the satisfaction of the Landlord, the Landlord may enter on the property of the

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Tenant and take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Tenant as additional rent.

18.6 Remediation

If remedial work is required due to the presence of Hazardous Substances on or in the Premises and/or the Lands as a result of the Tenant or its employees, invitees, agents, contractors, licensees or any other person for whom the Tenant is responsible for in law or permitted by the Tenant, the Tenant will take all necessary action at the cost of the Tenant, to restore the Premises and/or Lands to a level acceptable to the Landlord and to all governmental authorities having jurisdiction.

18.7 Environmental Indemnity

The Tenant will indemnify and save harmless the Landlord its officers, directors, employees, agents and Councillors, from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees (on a solicitor and own client basis) and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the Landlord, its officers, directors, employees, agents and Councillors, arising, directly or indirectly, out of:

- (a) a breach by the Tenant of any of the covenants contained in this Section 18;
- (b) the presence of or release of any Hazardous Substance on or off-site of the Premises and/or the Lands by the Tenant or its employees, invitees, agents, contractors, licensees or any other person for whom the Tenant is responsible for in law or permitted by the Tenant;
- (c) any action taken by the Landlord with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands which was caused or released by the Tenant or its employees, invitees, agents, contractors, licensees or any other person for whom the Tenant is responsible for in law or permitted by the Tenant; or,
- (d) any action taken by the Landlord in compliance with any Environmental Notice with respect to the existence of any Hazardous Substance on or off-site of the Premises and/or the Lands which was caused or released by the Tenant or its employees, invitees, agents, contractors, licensees or any other person for whom the Tenant is responsible for in law or permitted by the Tenant;

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and such indemnity will survive the expiration or any termination of this lease notwithstanding anything in this lease to the contrary.

19. MISCELLANEOUS

19.1 Waiver

No waiver of any default will be binding unless acknowledged in writing by the Landlord.

19.2 Condoning

Any condoning, excusing or overlooking by the Landlord of any default by the Tenant will not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default.

19.3 Subordination and Attornment

This lease at the request of the Landlord will be subject, subordinated and postponed to all mortgages and other encumbrances which may now or hereafter charge or affect the Premises and to all renewals, modifications, consolidations, replacements and extensions of same, to the intent that such mortgages and or encumbrances, and all renewals, modifications, consolidations, replacements and extensions thereof will have priority over this lease notwithstanding the respective dates of execution or registration thereof. The Tenant will execute promptly any document in confirmation of such subordination, postponement and priority which the Landlord may request within 10 days after written demand. The Tenant will, promptly on request by any mortgagee of the Landlord, attorn as tenant to any such mortgagee or any purchaser of the Premises on any foreclosure or sale proceedings taken under any mortgage of the Premises, and will recognize such mortgagee or purchaser as the Landlord under the lease, for the unexpired residue of the Term of, and upon all of the terms and conditions of the lease; provided that such mortgagee agrees not to disturb the Tenant's possession of the Premises as long as the Tenant is not in default under the lease.

19.4 Estoppel Certificate

The Tenant will execute promptly, whenever requested by the Landlord, a certificate in favour of any prospective mortgagee or purchaser of the Landlord certifying the status

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of this lease, any modifications or breaches of this lease within the knowledge of the Tenant, and the status of the rent account, all with the intent that such certificate may be retied upon by any party to whom it is directed.

19.5 Severability

If any provision of this lease is found to be illegal or invalid or unenforceable at law it will be deemed to be severed from this lease and the remaining provisions will continue to have full force and effect.

19.6 Headings

All headings in this lease are inserted for convenience of reference only and will not affect the construction and interpretation of this lease.

19.7 Representations and Entire Agreement

The Tenant acknowledges and agrees that the Landlord has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Tenant other than those contained in this lease, that no agreement collateral hereto will be binding upon the Landlord unless made in writing and signed by the Landlord and that this lease constitutes the entire agreement between the Landlord and Tenant.

19.8 Notices

Any notice, request or demand herein provided or permitted to be given will be sufficiently given if, to the Landlord, it is personally served or mailed by prepaid registered post to the address on page 1 hereof, or if, to the Tenant, it is personally served or mailed by prepaid registered mail to the Tenant at the Premises or at its registered office. Any notice personally served will be deemed to have been given at the time of such posting or personal service and any notice mailed as aforesaid will be presumed, for the purposes of this lease, to have been given three business days following the day on which such notice is mailed, except in the case of postal service interruption in which case such notice must be delivered as aforesaid. Any party may at any time give written notice to the others of any change of address and after the getting of such notice the address therein specified will be deemed to be the address of such party for the purpose of giving notices hereunder.

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19.9 Time of essence

Time will be of the essence of this lease.

19.9.1 Governing law

This lease will be construed and governed by the laws of British Columbia.

19.10 Gender

Words in the singular will include the plural and words in the plural will include the singular and words in the masculine gender will include feminine and neuter genders and vice versa where the context so requires.

19.11 No Registration

Neither the Tenant or anyone on the Tenant's behalf or claiming under the Tenant will register this lease or any assignment or sublease of this lease or any document evidencing any interest of the Tenant in the lease or the Premises, against the Lands or any part thereof without the prior written consent of the Landlord, such consent may be arbitrarily withheld. If the Landlord so consents in writing, only a short form of lease commented to by the Landlord, will be registered and the Landlord will pay all costs of any registration, including the costs of any explanatory plan required by the Land Title Office.

19.12 Relationship

Nothing herein contained will at any time create or be construed as creating a joint venture, partnership or relationship between the parties other than that as Landlord and tenant.

20. BINDING NATURE

20.1 Enuring effect

This lease and everything herein contained will enure, to the benefit of and be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and permitted assigns.

**The City of Grand Forks and the Grand Forks Art Gallery Society
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IN WITNESS WHEREOF the parties hereto have executed this Revised Lease Agreement dated the _____ day of _____, 2016.

**THE CORPORATION OF THE
CITY OF GRAND FORKS** By its authorized signatories.

Signature

Print Name and Position

Signature

Print Name and Position

GRAND FORKS ART GALLERY SOCIETY By its authorized signatories:

Signature

Print Name and Position

Signature

Print Name and Position

The City of Grand Forks and the Grand Forks Art Gallery Society
Revised Lease Agreement (2016)

Schedule "A" – Allocation of Building Service Costs Between the City and the Gallery

I Building Service Costs to the account of the City include the following:

- a) HVAC repair and maintenance costs and elevator repair and maintenance costs;
- b) ~~The costs of electrical power;~~ fuel for heating, cooling and hot water;
- c) The provision of water connections, electrical connections, gas connections; and, telecommunication systems connections to the Building;
- d) The costs incurred by the Landlord for supplies and materials used by its employees and/or contractors in connection with the maintenance of the Building exterior and the grounds;
- e) The costs of:
 - (i) operating, maintaining, replacing, modifying and repairing the Building (including the building envelope, plate glass cleaning and replacement, plumbing, electrical and structural repairs to the building), and maintenance of the exterior grounds (e.g. lawns, flowers, fences, trees, plants, clearing of snow and ice, etc)
 - (ii) providing, installing, modifying and upgrading energy conservation equipment and systems, life safety and emergency response systems, materials and procedures;
 - (iii) making alterations, replacements or additions to the Building intended to reduce Operating Costs, improve the operation of the Building and the systems, facilities and equipment serving the Building, or maintain their operations; and,
 - (iv) replacing machinery or equipment which by its nature requires periodic replacement (maintenance and lifecycle).

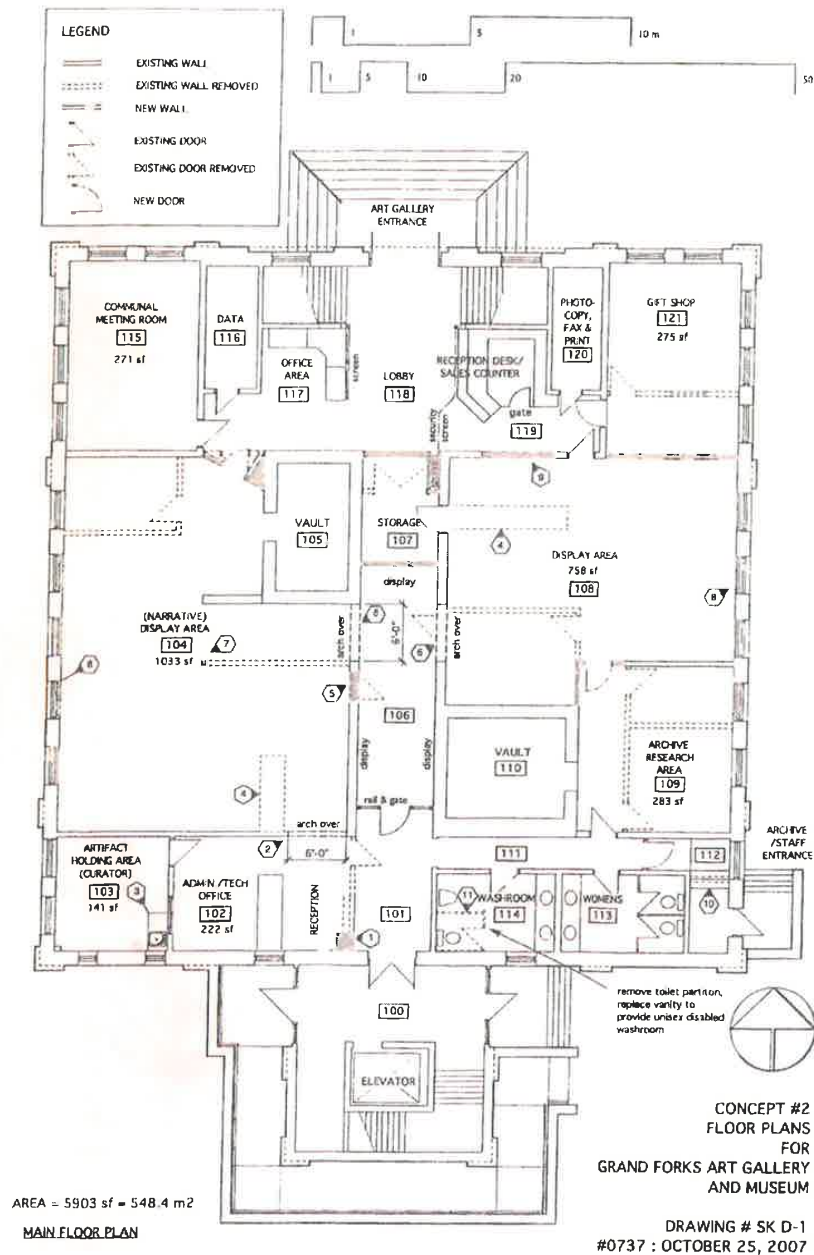
II. Building Service Costs to the Account of the Gallery

- a) the amount paid (including wages and statutory fringe benefits) to the employees and/or contractors directly employed in the operation, maintenance and repair of the Land and the Building may be reasonably allocated as building service costs;
- b) The costs of Tenant Improvements, in consultation with the City
- c) Water and sewer charges;
- d) The costs of maintenance of the interior areas;
- e) The costs of interior cleaning and janitorial expenses including interior window cleaning, washroom cleaning and cleaning supplies;
- f) The costs of telephone and telecommunications equipment

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- g) The costs of light fixture maintenance (including ballast), fluorescent tube and light bulb replacement;
- h) The costs of Insurance required by clause 10.1.

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Division 3 – Municipal Property**Notice of proposed property disposition**

26. (1) Before a council disposes of land or improvements, it must publish notice of the proposed disposition in accordance with section 94 [*public notice*].
- (2) In the case of property that is available to the public for acquisition, notice under this section must include the following:
- (a) a description of the land or improvements;
 - (b) the nature and, if applicable, the term of the proposed disposition;
 - (c) the process by which the land or improvements may be acquired.
- (3) In the case of property that is not available to the public for acquisition, notice under this section must include the following:
- (a) a description of the land or improvements;
 - (b) the person or public authority who is to acquire the property under the proposed disposition;
 - (c) the nature and, if applicable, the term of the proposed disposition;
 - (d) the consideration to be received by the municipality for the disposition.

2003-26-26.

Exchange or other disposal of park land

27. (1) This section applies to land vested in a municipality under
- (a) section 29 [*subdivision park land*] of this Act,
 - (b) section 510 (13) [*provision of park land in relation to subdivision*] of the *Local Government Act*, or
 - (c) section 567 (5) (a) [*provision of park land in place of development cost charges*] of the *Local Government Act*.
- (2) A council may, by bylaw adopted with the approval of the electors,
- (a) dispose of all or part of the land in exchange for other land suitable for a park or public square, or
 - (b) dispose of the land, provided that the proceeds of the disposal are to be placed to the credit of a reserve fund under section 188 (2) (b) [*park land acquisition reserve fund*].
- (3) Land taken in exchange by a municipality under this section is dedicated for the purpose of a park or public square and the title to it vests in the municipality.
- (4) A transfer of land by a municipality under this section has effect free of any dedication to the public for the purpose of a park or a public square and section 30 (3) [*removal of park dedication*] does not apply.

2003-26-27; RS2015-1-RevSch (B.C. Reg. 257/2015).

Disposal of water systems, sewage systems and other utilities

28. (1) This section applies to works for one or more of the following:
- (a) the supply, treatment, conveyance, storage and distribution of water;
 - (b) the collection, conveyance, treatment and disposal of sewage;
 - (c) the supply and distribution of gas or electrical energy;
 - (d) a transportation system;
 - (e) a telephone system, closed circuit television system or television rebroadcasting system.
- (2) A council has unrestricted authority to dispose of works referred to in subsection (1) if
- (a) the works are no longer required for the purpose described in subsection (1), or
 - (b) the works are disposed of to another municipality in the same regional district or to the regional district.
- (3) In the case of works referred to in subsection (1) (a) or (b) that are used by a municipality to provide a water or sewer service, the council may only dispose of the works if
- (a) an agreement under which the water or sewer service will continue for a period specified in the agreement is in effect, and

MEMORANDUM



DATE : March 14, 2016

TO: Mayor and Council

FROM: Manager of Operations

SUBJECT: Timeline - Tree Policy, Street Light Policy, Safety Policy

Background:

The City currently has no Tree Policy in place. A Municipal Tree policy will provide regulations for the control and management of trees located on city-owned property.

The City currently also has no Policy for Street Lights. This policy will provide regulations regarding the placement and maintenance of street lights within the City of Grand Forks boundaries.

City Staff introduced to Council at the COTW of February 15, 2016 a Policy Update for the Health and Safety program.

Below are the proposed timelines for implementing those three policies.

Proposed Timelines:

Key Date	Safety Policy	Tree Policy	Street Light Policy
February 15, 2016	COTW Introduction of Policy update		
March 14, 2016		COTW Timeline for Tree Policy	COTW Timeline for Street Light Policy
April 1, 2016	Draft Policy Update to Council Folder	Draft Policy Upload to Council Folder	

MEMORANDUM



April 11, 2016	Regular Meeting - Adoption of Policy	COTW Introduction of Policy	
April 29, 2016			Draft Policy Upload to Council Folder
May 9, 2016		Regular Meeting – Adoption of Policy	COTW Introduction of Policy
June 13, 2016			Regular Meeting – Adoption of Policy

Respectfully submitted

A handwritten signature in black ink, appearing to read "David Reid", written in a cursive style.

David Reid
Manager of Operations

REQUEST FOR DECISION

— COMMITTEE OF THE WHOLE —



To: Committee of the Whole
From: Deputy Manager of Operations
Date: March 14, 2016
Subject: Campground Policy No. 1206-A1
Recommendation: RESOLVED THAT the Committee of the Whole receives the report and to further direct staff to present for adoption to council the proposed Policy No. 1206 at the April 11, 2016, Regular Meeting of Council

BACKGROUND: This Policy refresh is primarily a housekeeping task. Most of the items in the current policy are operational procedures or items that should be in a bylaw. The changes will remove the operational procedure and bylaw components and result in a clean policy of Council.

The attached memorandum from January 25, 2016 COTW has additional background information.

This is the introduction of the proposed Policy No. 1206-A1.

Benefits or Impacts of the Recommendation:

General: This will remove operational procedures from the policy and move items to the new campground Bylaw No. 2026
Strategic Impact: N/A
Financial: N/A
Policy/Legislation: Amendment to previously established policy.
Attachments: Memorandum from January 25, 2016 COTW
Draft Policy No. 1206-A1 – Campground Policy
Policy No. 1206 – Campground Policy.

Recommendation: RESOLVED THAT the Committee of the Whole receives the report and to further direct staff to present for adoption to council the proposed Policy No. 1206-A1 at the April 11, 2016, Regular Meeting of Council.



Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability

REQUEST FOR DECISION

— COMMITTEE OF THE WHOLE —



- OPTIONS:**
- 1. COTW COULD CHOOSE TO SUPPORT THE RECOMMENDATION.**
 - 2. COTW COULD CHOOSE TO NOT SUPPORT THE RECOMMENDATION.**
 - 3. COTW COULD CHOOSE TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION.**



Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability

MEMORANDUM



DATE : January 25, 2016

TO: Mayor and Council

FROM: Deputy Manager of Operations

SUBJECT : Campground Policy No. 1206 and Campground Bylaw No 1812 & amendments

The campground is an operational service that is provided through Public Works. The Visitor Information Center provides a service for reservations and the promotion of the campground.

In 2015, the City saw an increase in complaints regarding the campground usage and safety, which initiated a review of the campground bylaw and policy. The primary concerns were in regards to dog kennels, unsightly tenting, and long term campers. The review and research has been ongoing since the summer of 2015 and involved discussions with the Visitor Center as well as feedback from the business community and the events co-ordinator.

The current Campground Bylaw No. 1812 is from 2007 and the amendments thereafter simply focused on the rate changes for the campground. The current Campground Policy No. 1206 is from 2013, but it is largely an operational procedure.

To prepare for the 2016 camping season, which begins on May 1, City staff will present bylaw and policy amendments to council within the next few weeks. The proposed changes will move the regulations that are within the Policy to the Bylaw, while removing the operational items into a departmental procedure. The Bylaw will see the addition of the policy items while also implementing adjustments to the campground rates (which are now in the Fees and Charges Bylaw) and some other housekeeping items.

Proposed Timelines:

Key Date	Bylaw	Policy
February 15, 2016	Draft Bylaw to Council folder	Draft Policy to Council folder
March 14, 2016	COTW Introduction of Bylaw	COTW Introduction of Policy

MEMORANDUM



April 1, 2016	Complete draft bylaw with input from COTW and prepare for Regular meeting	Complete draft policy with input from COTW and prepare for Regular meeting
April 11, 2016	Regular Meeting – First 3 Readings of Bylaw	Regular Meeting – Policy Readings and adoption
April 25, 2016	Regular Meeting – Final Reading of Bylaw	

Respectfully submitted

A handwritten signature in black ink, appearing to read "Dan Drexler", written in a cursive, flowing style.

Daniel Drexler
Deputy Manager of Operations

CITY OF GRAND FORKS			
POLICY TITLE:	Campground Policy	POLICY NO:	1206-A1
EFFECTIVE DATE:	April 11, 2016	UPDATED:	2016
APPROVAL:	Council	PAGE:	1 of 2

Purpose:

To define appropriate use and value of the campground. To operate the campground in a cost effective manner with an economic benefit to the downtown core and to promote tourism.

Background:

Council recognizes the importance of a healthy downtown core as one of their strategic plans and promotes community events in City Park. The Municipal Campground is truly in the heart of Grand Forks with all the amenities close by. The City Park campground promotes short term recreation with walking trails set along the beautiful Kettle River just a few short blocks from downtown. The campground is surrounded by playing fields, green spaces, children's playgrounds, the BMX track and the Rotary Spray Park. With its very own beach area, it is a short walk to shops, restaurants and services.

Operations:

- **Dates - Camping Season:**

From May 1st until September 30th

- **Summer Students:**

As part of the City's ongoing community engagement efforts and to support our local post-secondary education students, the campground may be operated by summer students during the camping season. This will also prepare students for future work within local government environments.

- **Campground Host:**

If a Campground Host operates the campground on behalf of the City, the Campground Host will ensure that the same rules and regulations as set out in this policy and the Campground Regulations Bylaw are upheld.

- **Reservations and Cancellation:**

- Reservation services will only be available from April 1st until September 30th of each year.
- Reservations are handled at two locations: The Visitor Information Center or by the Campground Attendant/Host on site.
- All reservations will be booked into a shared campground database. All reservation bookings in the database will be considered final and will prevail in the event there is a discrepancy.
- Cancellation Policy
 - (a) Prior to 48 hours: written cancellation is required; the customer shall be charged a minimum of one night camping rate as per the site reserved and the type of camping requested.
 - (b) Within 48 hours: written cancellation is required; the customer shall be charged a minimum of two nights camping rate as per the site reserved and the type of camping requested.
 - (c) If no written cancellation is received before the arrival date, then no refunds will be given.
 - (d) As of January 1st, 2017 the amounts as defined in "Schedule F" of the Fees and Charges Bylaw will be charged for all cancellations.

- **Services:**

- **Washrooms and Showers**

The campground washrooms will be available to the paying guests of the campsite at no additional cost.

- **WI-FI**

Wireless internet provided by the Rotary Free Wifi Zone.

Emergency Contacts:

- Maintenance Issues: Contact the Campground Attendant
- Emergencies: Contact 911

Exceptions:

The Chief Administrative Officer of the City of Grand Forks may at any time make exceptions to this policy.

CITY OF GRAND FORKS			
POLICY TITLE:	Campground procedure policy	POLICY NO:	1206
EFFECTIVE DATE:	May 1, 2013	NEW:	2013
APPROVAL:	Council	PAGE:	1 of 3

Purpose:

The Operations Department will operate the City Campground in accordance the policy of the City of Grand Forks. The policy will address the dates for the site to be opened and closed, how the site will operate and the rules that will regulate the site, as per the approval of City Council.

Policy Procedure:

Establishing rates:

This will be completed by August 1 each year for the subsequent year of camping to assist with timely advertising of rates through the Visitor Information Center.

The rates will be established by multiple criteria:

1. Comparable rates for municipal campgrounds in BC that provide similar services;
2. Consider the operational costs for the past three years and ensure the cost are being covered to include labor, materials and equipment;
3. A meeting that includes the Manager of Operations, Representative from the Visitor Information Center and the Chief Financial Officer shall be arranged annually to audit the costs. This information will be used to assist with preparation of the following year's operational budget for the campground;
4. Once the review has been completed the findings will be discussed with the Chief Administrative Officer and considered as part of the following year's operational budget;
5. Once the rates are established by Council resolution, they will be included in the City's rates bylaw and amended annually by Council, as needed.

Current Rates:

Current Campground Rates once established, will be noted in the "Rates Bylaw".

Seasonal (May 1 to Sept 30th) rates for services will include:

Tenting

RV Parking - No Hook-ups

RV Parking - Water, Sewer & 50/30 AMP service

Long term tenting (Over two weeks) Paid in advance

Long term camping (Over two weeks) Paid in advance

Off Season (October 1 to April 30th) rates shall be paid in advance. Services include:

- No tenting;
- No washrooms;
- RV Parking – No Hook-ups;
- RV Parking – Sewer (weather permitting) & 50/30 AMP service (no water service);
- No snow removal service.

Group Rate - Any inquiries must be requested to the City Council, in writing, addressed to Mayor and Council and should clearly outline the request. Peak season requests will be considered at the Peak seasonal rate. All requests are required to be submitted by January 15th and October 15th of each year.

Camp Fires: No Campfires are Allowed

Cancellation Policy:

- 48 hour cancellation policy; if there is no written receipt prior to 48 hour cancellation policy, the penalty shall be charged to the customer shall be one night camping rate as per the site reserved and the type of camping requested. (No exceptions).

Check in and Checkout:

- Checkout at 12:00PM;
- Check in 1:00PM or earlier if the site is ready (Subject to the Campground Attendants information).

Pets:

- Pet friendly, but pets must be on a leash at all times.

RV Site Size and Restrictions :

- 40' RV maximum; no restrictions on slides or width of RV;
- Sites 1-7 is 30' deep (for shorter RVs);
- Sites 8-15 is 40' deep (for longer RVs);
- Sites 16- 21 Pull-through;
- Parking for 2 vehicles is allowed on an RV site.

Reservations:

Reservations are handled at three locations: City Hall and the Visitor Information Center and by the seasonal Staff on site. No reservations will be booked until the site availability has been confirmed by Staff.

All reservations will be booked into the cloud service set up by the City of Grand Forks. All reservations bookings outlined on the Cloud Service will be considered final and will prevail in the event there is a discrepancy.

Information required to reserve a site:

- Credit card info including: Name, expiry date and CVD (3 digit #);
- Address including e-mail (if available), phone number and dates reserved (arriving & departing dates);
- Names, number of people, and if there will be pets.

Tenting:

Maximum # of tents per site = 2, configured as follows:

- one family size tent and a smaller one, or
- 2 medium sized tents, or
- 1 medium sized tent and a smaller one, or
- 2 pup tents,
- Visitors staying in the back of trucks pay a tent fee with no extra charge for one additional pup tent on the same site.

WI-FI

- Wireless internet is included and the access code will be provided upon receipt of payment

Washrooms and Showers

Subject to availability the campground washrooms will be available to the guests of the campsite at no additional cost. (Campground Washrooms are closed during heating season).

Unauthorized Camping

All unauthorized or un- paid occupation of any campsite will result in the Bylaw Enforcement Officer attending the site and attempting to contact the unauthorized occupant. If the Bylaw Enforcement Officer is not able to locate the occupant, the site will be cleared at the owner's expense.

MONTHLY HIGHLIGHT REPORTS



DATE : March 8, 2016
TO : Committee of the Whole
FROM: Manager of Building Inspection & Bylaw Services
HIGHLIGHTS: For the Month of February, 2016

❖ **Bylaw Office Review**

- ❖ Following up on complaints
- ❖ 4 new unsightly properties
- ❖ Working on 2 abandoned properties
- ❖ With the warm February several days were spent with the RCMP moving campers off the river banks throughout town.
- ❖ Working on succession planning

❖ **Building Inspections Review**

- ❖ Following up on existing Building Permits
 - ❖ 1 New permit this month – Accessory building
 - ❖ 3 more permits being processed just awaiting some final documents
 - ❖ 1 residential and 2 commercial applications
 - ❖ 1 demolition permit already completed
-

MONTHLY HIGHLIGHT REPORTS



DATE : March 14, 2016
TO : Committee of the Whole
FROM: Chief Financial Officer
HIGHLIGHTS: For the Month of February, 2016

- ❖ Attended RDKB Stakeholders Meeting on February 15th
 - ❖ Preparing for 2016 audit scheduled for March 21- 23, 2016
 - ❖ Attended Anti-Bullying Workshop on February 18th
 - ❖ 3rd Public Consultation for Financial Plan on February 22nd
 - ❖ Worked on Ombudsperson request, submitted requested information
 - ❖ Replied to questions from taxpayers, media
 - ❖ Continuing work on Asset Management software (Worktech) integration
 - ❖ Continuing to enter water meter info and electrical meter swap information into financial system
 - ❖ Finishing up project to combine the three monthly equal payment plan bank uploads to one per month
-

MONTHLY HIGHLIGHT REPORTS



DATE: March 4th, 2016
TO: Committee of the Whole
FROM: Corporate & Legislative Services
HIGHLIGHTS: For the Month of February, 2016

- ❖ Prepared and facilitated Council Meetings for the month of February
- ❖ Human Resources Requirements for the organization – advertised for Engineering Technologist position and preparation for interviews
- ❖ Participated in the February 22nd Budget presentation
- ❖ Participated in the inside Staff and Management Anti-bullying Workshop
- ❖ Oversaw the Grand Forks' Family Day Weekend Event
- ❖ Preparation for the City of Grand Forks' Facebook Page
- ❖ Submission of Council Resolutions for the 2016 AKBLG (Association of Kootenay Boundary Local Governments)

MONTHLY HIGHLIGHT REPORTS



DATE: March 14, 2016
TO: Committee of the Whole
FROM: Manager of Development & Engineering
HIGHLIGHTS: For the Month of February, 2016

- ❖ Continued the design options & reporting for the WWTP – UV Disinfection Project
- ❖ Council workshop – Operating & Capital budget review
- ❖ Received 1 enquiry regarding city-owned property
- ❖ Received 1 Development Variance Permit Enquiry
- ❖ Received 2 enquiries from new/future residents regarding zoning and land use
- ❖ Continued statutory requirements for rezoning application
- ❖ Continued statutory requirements for development variance permit application
- ❖ Continued implementation of the asset management and GIS software
- ❖ Transition Housing Society Steering Committee meetings
- ❖ Completed preparations for Family Day and assisted at the event
- ❖ Continued preparation & planning for SCEEP workshop
- ❖ Completed WildSafeBC grant application and submitted

MONTHLY HIGHLIGHT REPORTS



DATE : March 3, 2016
TO : Committee of the Whole
FROM: Deputy Fire Chief
HIGHLIGHTS : For the Month of February, 2016

- ❖ Calls for February: 43 total: 11 Fire, 3 Rescue, 29 First Responder
- ❖ Training: Pre-planning being conducted with the new ladder truck to determine optimal positioning when responding to certain institutional properties.
- ❖ Training: Another firefighter has completed Class 3 driver training.
- ❖ Coordinated Worksafe Bullying workshop for City Inside staff and management.
- ❖ Volunteers annual banquet attended by nearly 100 firefighters, family, and dignitaries.
- ❖ Volunteers participated in Family Fun Day
- ❖ Volunteers spent part of weekend doing prep work on the wooden floors of the burn structure to get it ready for use.
- ❖ Work preparing and participating in budget 2016 presentations.

MONTHLY HIGHLIGHT REPORTS



DATE : March 14th, 2016
TO : Committee of the Whole
FROM: Manager of Operations
HIGH LIGHTS: For the Month of February 2016

OCCUPATIONAL HEALTH AND SAFETY MONTHLY FOCUS FOR THE MONTH OF MARCH 2016

❖ INCIDENTS (REPORTING, INVESTIGATIONS, ETC.)

Public Works

- ❖ JD Meeting Hall washrooms repair / repaint
- ❖ Learning Garden fence Installation complete
- ❖ Tree pruning program throughout town ongoing
- ❖ Snow plowing / sanding and clean up – Street Sweeping spring clean up
- ❖ Refurbishing Picnic tables, Benches, Barricades
- ❖ Office improvements City Hall and Public Works

Water/Sewer

- ❖ Multiple water service repairs at various locations
- ❖ Sanitary sewer main flushing
- ❖ Legislated requirements for sampling waste water

MONTHLY HIGHLIGHT REPORTS



Electrical

- ❖ Install new electronic controls at substation
- ❖ Identify structures that need attention on replacement/repairs
- ❖ Trim trees on Central Ave.
- ❖ Repairs on river crossing insulation



REQUEST FOR DECISION

— COMMITTEE OF THE WHOLE —



To: Committee of the Whole
From: Chief Financial Officer
Date: March 14, 2016
Subject: Introduction of 2016-2020 Financial Plan Bylaw 2024
Recommendation: RESOLVED THAT the Committee of the Whole recommends to Council to give first three readings to 2016-2020 Financial Plan Bylaw 2024 at the March 29, 2016 Regular meeting of Council.

BACKGROUND:

In the fall of 2015, City staff began working on the 2016-2020 Financial Plan.

The Community Charter requires public consultation on the municipality's annual financial plan. There were three separate public consultations for the 2016-2020 Financial Plan in 2016. Consultations were held in Council Chambers on January 18th, February 1st, and February 22nd.

The first consultation reviewed the operating budget. Operating presentations for each department were made to Council and the public. Capital budget requests were then submitted to Department Heads and evaluated at a team meeting. A capital presentation was made to Council at the February 1st consultation. On February 22nd, the Operating and Capital Budgets were combined and summarized into a draft financial plan bylaw.

The financial plan is tied directly to the Asset Management Financial Policy passed by Council in January 2016. The Asset Management Financial Policy provides a framework for financial decision making and will guide the City in funding infrastructure renewal.

The goal of the Asset Management Financial Policy is to annually fund, by way of transfer to the infrastructure reserves, 50% of the \$3.85 million recommended yearly infrastructure investment recommended by our engineers.

This year's financial plan will be the first year of three years to reach this annual goal. Council has determined to reach this goal using a balanced approach. Therefore, contributions to reserves will come from a combination of a decrease in expenses and an increase in user fees and taxes.

Attached is a recap of the transfers to and from reserves and surplus for 2016. The City will be contributing \$986,419 to infrastructure reserves in 2016. The net transfer at the bottom of the recap, \$617,597 matches the summary sheet of Schedule A – Transfers from (to) reserves/surplus. The City will not be drawing any money from surplus to fund operating in 2016.

There have been some changes made to the financial plan since the presentation at the February 22nd workshop. The following is a summary of the changes;

REQUEST FOR DECISION

— COMMITTEE OF THE WHOLE —



Electrical consumption revenues were revised after the last month of consumption was received.

The waste water operating budget increased \$30,000 to account for increasing maintenance costs due to aging infrastructure. This increase will result in an additional \$2.19 per month, for a total of \$6.54 per month for residential customers.

A finance software upgrade (Vadim E3) has been added to capital. This project will cost \$21,000 and is payable in three equal payments over the next three years. This software upgrade is required by our software provider. The finance operating budget has been reduced by this amount, essentially funding it from the current finance operating budget.

There has been \$7500 added to both the revenue and expense side of the operating budget for Carbon Neutrality. The expense side will show up under 'Environment' operating. In lieu of buying BC-based offset to achieve carbon neutrality, \$25 per tonne of the City's GHG emissions is allocated annually to the Climate Action Reserve. On the revenue side, the City receives a conditional grant equivalent to the carbon taxes we pay each year. As there has been both a revenue and expense added, there will be no effect on taxation.

There have also been some small changes due to new information received. We have just received our notification of Fortis Franchise Fees for 2016. The franchise fee has decreased from \$69,628 in 2015 to \$60,963 in 2016.

Capital amounts have been adjusted to reflect current balance forwards. At the time this spreadsheet was first presented, the City was still receiving invoices for 2015.

The 2016-2020 Financial Plan Bylaw 2024 is now introduced to Council for further discussion.

Benefits or Impacts of the Recommendation:

- | | |
|----------------------------|--|
| General: | The benefit of a balanced budget is that it allows Council to undertake the services that are required to run the municipality. |
| Strategic Impact: | The Financial Plan was developed using information from Council's most recent strategic plan and the Asset Management Financial Policy 808. |
| Financial: | The plan includes all expenses of the municipality and all sources of revenue that will be required to undertake the services included in the plan. |
| Policy/Legislation: | Section 165 of the Community Charter requires that a municipality must have a financial plan that is adopted annually, by bylaw, before the annual property tax bylaw. Section 197 of the Charter requires that each year, after adoption of the financial plan but before May 15, a |

REQUEST FOR DECISION

— COMMITTEE OF THE WHOLE —



Council must, by bylaw, impose property values taxes for the year by establishing tax rates.

Attachments:

Recap transfers to/from reserves and surplus

DRAFT 2016-2020 Financial Plan Bylaw 2024

Recommendation:

RESOLVED THAT the Committee of the Whole recommends to Council to give first three readings to 2016-2020 Financial Plan Bylaw 2024 at the March 29, 2016 Regular meeting of Council.

OPTIONS:

1. COTW COULD CHOOSE TO SUPPORT THE RECOMMENDATION.
2. COTW COULD CHOOSE TO NOT SUPPORT THE RECOMMENDATION.
3. COTW COULD CHOOSE TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION.

City of Grand Forks

2016 Recap Net Transfer To/(From) Reserves and Surplus						
	GEN	WTR	SWR	ELE	EQUIP	TOTAL
Transfer to reserves	\$ 235,000.00					\$ 235,000.00
	\$ 7,500.00					\$ 7,500.00
	\$ 213,419.00					\$ 213,419.00
	\$ 240,000.00	\$ 98,000.00	\$ 72,500.00	\$ 120,000.00		\$ 530,500.00
Total Transfer to Reserve	\$ 695,919.00	\$ 98,000.00	\$ 72,500.00	\$ 120,000.00	\$ -	\$ 986,419.00
Transfer from reserves	\$ (32,154.29)					\$ (32,154.29)
	\$ (106,784.65)	\$ (100,000.00)	\$ (80,043.00)			\$ (286,827.65)
	\$ (968,702.00)					\$ (968,702.00)
	\$ (59,656.21)					\$ (59,656.21)
	\$ (30,000.00)					\$ (30,000.00)
	\$ (21,422.00)		\$ (205,254.65)			\$ (226,676.65)
Total Transfer from Reserve	\$ (143,232.50)	\$ (1,075,486.65)	\$ (305,254.65)	\$ (80,043.00)	\$ -	\$ (1,604,016.80)
NET TRANSFER TO/FROM RESERVE						
Transfer to/from surplus						\$ -
TOTAL:	\$ 552,686.50	\$ (977,486.65)	\$ (232,754.65)	\$ 39,957.00	\$ -	\$ (617,597.80)
						\$ (617,597.80)

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 2024

**A Bylaw to Establish the Five Year Financial Plan
For the Years 2016 - 2020**

WHEREAS the Community Charter requires that Council adopt a Five Year Financial Plan annually before the adoption of the annual property tax bylaw;

NOW THEREFORE Council for the Corporation of the City of Grand Forks, in open meeting assembled, **ENACTS**, as follows:

1. Appendix "A", Appendix "B", and Appendix "C" attached hereto and made part of this bylaw is hereby declared to be the Five Year Financial Plan of the Corporation of the City of Grand Forks for the Years 2016 to 2020.
2. This bylaw may be cited, for all purposes, as the "**Year 2016 – 2020 Financial Plan Bylaw**".

INTRODUCED this 14th day of March, 2016.

Read a **FIRST** time this ____ day of _____.

Read a **SECOND** time this ____ day of _____.

Read a **THIRD** time this ____ day of _____.

FINALLY ADOPTED on this ____ day of _____.

Mayor Frank Konrad

Corporate Officer Diane Heinrich

C E R T I F I C A T E

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 2024,
as adopted by the Municipal Council of the City of Grand Forks
on this ____ day of _____.

Corporate Officer of the Municipal Council of the
City of Grand Forks

City of Grand Forks
Appendix "A" to Bylaw 2024
Year 2016 - 2020 Financial Plan Bylaw

	2016	2017	2018	2019	2020
<u>Revenue</u>					
Property taxes , grants in lieu & franchise Fees	\$ 3,591,316	\$ 3,678,400	\$ 3,767,600	\$ 3,859,000	\$ 3,952,700
Parcel taxes	240,858	240,858	240,858	240,858	240,858
User levies	1,956,967	1,994,169	2,032,120	2,070,738	2,110,131
Fees and charges	5,181,253	5,325,684	5,474,253	5,627,211	5,784,587
Grants and other	1,476,165	1,178,230	1,187,035	1,195,914	1,204,870
Total Revenues	12,446,559	12,417,340	12,701,865	12,993,722	13,293,147
<u>Expenses</u>					
Purchases for resale	3,460,253	3,564,061	3,670,982	3,781,112	3,894,545
Operating	7,308,043	7,489,869	7,679,224	7,873,729	8,073,532
Debt interest	95,105	95,024	95,017	95,017	95,017
Amortization	1,656,491	1,669,615	1,681,883	1,695,298	1,708,863
Total Operating Expenses	12,519,892	12,818,568	13,127,107	13,445,156	13,771,957
Net Revenue (loss)	(\$73,333)	(\$401,228)	(\$425,241)	(\$451,434)	(\$478,810)
<u>Allocations</u>					
Debt proceeds	4,252,914	500,000	515,000	530,450	546,350
Capital expenditures	(6,223,520)	(3,497,783)	(3,499,416)	(3,501,081)	(3,502,780)
Debt principal repayment	(230,150)	(252,862)	(254,794)	(256,752)	(258,731)
Transfers from (to) reserves / surplus	617,597	1,982,258	1,982,569	1,983,519	1,985,109
Reserve fund in excess of amortization	1,656,491	1,669,615	1,681,883	1,695,298	1,708,863
Financial Plan Balance	\$0	\$0	\$0	\$0	\$0

City of Grand Forks
Financial Plan 2015 to 2019 Bylaw 2008
Operations Summary
Supporting Schedule A

	2016 Plan	2017 Plan	2018 Plan	2019 Plan	2020 Plan
General					
Revenue					
Property Taxes	3,411,617	3,496,900	3,584,300	3,673,900	3,765,700
Parcel Taxes	234,817	234,817	234,817	234,817	234,817
Payments in Lieu of Taxes	179,699	181,500	183,300	185,100	187,000
Solid Waste Levies	197,000	199,000	201,000	203,000	205,000
Slag Sales	235,000	237,350	239,724	242,121	244,542
Fees and Charges	517,973	523,200	528,400	533,700	539,000
Government Grants - Operations	508,060	513,141	518,272	523,455	528,689
Government Grants - Capital	297,639	297,639	297,639	297,639	297,639
Other Sources	128,800	130,100	131,400	132,700	134,000
Restricted Investment Income	-	-	-	-	-
	5,710,605	5,813,647	5,918,852	6,026,431	6,136,387
Expenses					
Airport Cost of Sales	45,900	47,277	48,695	50,156	51,661
Operations Expense	4,835,533	4,980,599	5,130,017	5,283,917	5,442,435
Community Support	323,400	323,400	326,634	329,900	333,199
Debt Interest	23,347	23,268	23,261	23,261	23,261
Amortization	990,719	995,673	1,000,651	1,005,654	1,010,682
Total Expenses	6,218,899	6,370,216	6,529,258	6,692,889	6,861,239
Net Income (Loss) before Other Income	(508,294)	(556,570)	(610,407)	(666,458)	(724,851)
Other Income					
Contributions from Electrical	437,330	441,703	446,120	450,582	455,087
Gain (Loss) on Disposition of Assets					
Net Income (Loss)	(70,964)	(114,866)	(164,286)	(215,876)	(269,764)
Allocations					
Debt proceeds	1,108,043	500,000	515,000	530,450	546,350
Capital Expenditures	(1,311,199)	(1,000,000)	(1,030,000)	(1,060,900)	(1,092,700)
Debt principal repayment	(163,913)	(187,366)	(189,298)	(191,256)	(193,235)
Transfers from (to) reserves	(552,687)	-	-	-	-
Transfers from (to) surplus	(0)	(193,440)	(132,066)	(68,072)	(1,333)
Reserve fund in excess of amortization	990,719	995,673	1,000,651	1,005,654	1,010,682
Surplus (Deficit)	-	-	-	-	-

City of Grand Forks
Financial Plan 2015 to 2019 Bylaw 2008
Operations Summary
Supporting Schedule A

	2016 Plan	2017 Plan	2018 Plan	2019 Plan	2020 Plan
Equipment Recoveries					
Operations Expense	\$ 446,260	\$ 449,972	\$ 454,472	\$ 459,017	\$ 463,607
Net Recoveries	445,517	449,972	454,472	459,017	463,607
Debt Interest	743	-	-	-	-
Amortization	2	-	-	-	-
	266,172	268,834	271,522	274,237	276,979
Net Recoveries (Loss)	(265,431)	(268,834)	(271,522)	(274,237)	(276,979)
Gain (Loss) on Disposition of Assets	-	-	-	-	-
Net Recoveries (Loss)	(265,431)	(268,834)	(271,522)	(274,237)	(276,979)
Allocations					
Debt proceeds	-	-	-	-	-
Capital Expenditures	-	-	-	-	-
Debt principal repayment	(741)	-	-	-	-
Transfers from (to) reserves	-	-	-	-	-
Transfers from (to) surplus	0	-	-	-	-
Reserve fund in excess of amortization	266,172	268,834	271,522	274,237	276,979
Surplus (Deficit)	\$ -	\$ -	\$ -	\$ -	\$ -

City of Grand Forks
Financial Plan 2015 to 2019 Bylaw 2008
Operations Summary
Supporting Schedule A

	2016 Plan	2017 Plan	2018 Plan	2019 Plan	2020 Plan
Electrical					
Revenue					
User Fees	\$ 4,602,243	\$ 4,740,310	\$ 4,882,520	\$ 5,028,995	\$ 5,179,865
Fees and Charges	52,757	53,812	54,888	55,986	57,106
	4,655,000	4,794,123	4,937,408	5,084,982	5,236,971
Expenditure					
Purchases for resale	3,414,353	3,516,784	3,622,287	3,730,956	3,842,884
Operations Expense	683,317	697,000	710,900	725,100	739,600
Amortization	42,000	42,000	41,000	41,000	41,000
Expenditure	4,139,670	4,255,784	4,374,187	4,497,056	4,623,484
Net Income (loss) before Contributions to General	515,330	538,339	563,221	587,926	613,487
Contributions to General	437,330	441,703	446,120	450,582	455,087
Net income (loss)	78,000	96,636	117,101	137,344	158,399
Allocations					
Capital Expenditures	(80,043)	(81,644)	(83,277)	(84,942)	(86,641)
Transfers from (to) reserves	(39,957)	(58,356)	(76,723)	(75,058)	(73,359)
Transfers from (to) surplus	(0)	1,364	1,899	(18,344)	(39,399)
Reserve fund in excess of amortization	42,000	42,000	41,000	41,000	41,000
Surplus (Deficit)	\$ -	\$ -	\$ -	\$ -	\$ -

City of Grand Forks
Financial Plan 2015 to 2019 Bylaw 2008
Operations Summary
Supporting Schedule A

	2016	2017	2018	2019	2020
	Plan	Plan	Plan	Plan	Plan
Water					
Revenue					
Parcel Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
User Levies	860,390	877,600	895,200	913,100	931,400
Fees and Charges	4,200	4,200	4,200	4,200	4,200
Government Grants - Capital	-	-	-	-	-
Operations Expense	864,590	881,800	899,400	917,300	935,600
Preventative Maintenance Program	683,090	693,300	703,700	714,300	725,015
Debt Interest	83,500	85,170	86,873	88,611	90,383
Amortization	193,200	197,064	201,005	205,025	209,126
Total Expenses	959,790	975,534	991,579	1,007,936	1,024,523
Net Income (Loss)	(95,200)	(93,734)	(92,179)	(90,636)	(88,923)
Allocations					
Debt proceeds	2,036,827	-	-	-	-
Capital Expenditures	(3,112,314)	(1,556,157)	(1,556,157)	(1,556,157)	(1,556,157)
Debt principal repayment	-	-	-	-	-
Transfers from (to) reserves	977,487	1,556,157	1,556,157	1,556,157	1,556,157
Transfers from (to) surplus	0	(103,330)	(108,827)	(114,389)	(120,202)
Reserve fund in excess of amortization	193,200	197,064	201,005	205,025	209,126
Surplus (Deficit)	\$ -	\$ -	\$ -	\$ -	\$ -

City of Grand Forks
Financial Plan 2015 to 2019 Bylaw 2008
Operations Summary
Supporting Schedule A

	2016 Plan	2017 Plan	2018 Plan	2019 Plan	2020 Plan
Wastewater					
Revenue					
Parcel Taxes	\$ 6,041	\$ 6,041	\$ 6,041	\$ 6,041	\$ 6,041
User Levies	\$ 899,577	917,569	935,920	954,638	973,731
Fees and Charges	4,080	4,162	4,245	4,330	4,416
Government Grants - Capital	306,666				
	1,216,364	927,771	946,206	965,009	984,188
Operations Expense	699,946	710,400	721,100	731,900	742,900
Preventative Maintenance Program					
Debt Interest	71,756	71,756	71,756	71,756	71,756
Amortization	164,400	166,044	167,704	169,381	171,075
Total Expenses	936,102	948,200	960,561	973,038	985,732
Net Income (Loss)	280,262	(20,429)	(14,355)	(8,029)	(1,543)
Allocations					
Debt proceeds	1,108,043				
Capital Expenditures	(1,719,964)	(859,982)	(429,991)	(214,995)	(107,498)
Debt principal repayment	(65,496)	(65,496)	(65,496)	(65,496)	(65,496)
Transfers from (to) reserves	232,755	859,982	429,991	214,995	107,498
Transfers from (to) surplus	(0)	(80,119)	(87,854)	(95,857)	(104,036)
Reserve fund in excess of amortization	164,400	166,044	167,704	169,381	171,075
Surplus (Deficit)	\$ -	\$ -	\$ -	\$ -	\$ -

City of Grand Forks
Appendix B to Bylaw 2024
Year 2016 - 2020 Financial Plan
Revenues, Property Taxes and Exemptions

In accordance with Section 165 (3.1) of the Community Charter, The City of Grand Forks is required to include in the five year financial plan bylaw, objectives and policies regarding each of the following:

- the proportion of total revenue that comes from each of the funding sources described in Section 165(7) of the Community Charter;
- the distribution of property taxes among the property classes; and
- the use of permissive tax exemptions.

Sources of Revenue

Revenue source	% of Total 2016 Revenue
Property taxes , grants in lieu & franchise Fees	28.85%
Parcel taxes	1.94%
User levies	15.72%
Fees and charges	41.63%
Grants and other	11.86%

Objective

For operations, to maintain annual increases to a level that approximates the annual increase in inflation unless a specific program or project is identified that requires tax revenue funding. For capital and fiscal, to review and address annually the long term needs for capital infrastructure.

Policies

- The City will review the fees/charges annually to ensure that they keep pace with changes in the cost-of-living, as well as, changes in the methods or levels of service delivery.
- The City will encourage the use of alternate revenue resources instead of property taxes.
- User fees will be set to recover the full cost of services except where Council determines that a subsidy is in the general public interest.

Distribution of Property Tax Rates

In establishing property tax rates, Council will take into consideration:

- The amount of property taxes levied as compared to other municipalities.
- The property class conversion ratio as compared to other municipalities.
- The tax share borne by each property class
- The tax ratios of each property classification

**City of Grand Forks
Appendix B to Bylaw 2024
Year 2016 - 2020 Financial Plan
Revenues, Property Taxes and Exemptions**

The City will receive the Revised Assessment Roll for 2016 in April and will set the property tax rates based on the assessment before May 15, 2016. The 2016 distribution of property tax rates amongst all the property classifications will not be known until then.

The distribution for 2015 were as follows:

Property Class	% of General Revenue Taxation
Residential	49.9593%
Utility	1.4968%
Major Industry	27.1390%
Light Industry	1.3574%
Business and Other	20.0228%
Recreation / Non-profit	0.0091%
Farm	0.0156%

Objective

To ensure equity among property classes by reviewing the ratios of property class allocations annually. In 2015, the industry conversion ratio was 10.52, the business conversion ratio was 2.39, and the light industry ratio was 2.93. In 2015, the ratios remained similar to 2014 except the utilities rate, as it is at the maximum set by BC Reg 329/96. For 2016, consideration for class conversion ratios will be considered in April when tax rates are set.

Policies

- The City will review and set tax rates and shift each property classification's tax share annually until such time as Council deems the property classifications' share to be equitable.

Permissive Tax Exemptions

In guiding and approving permissive tax exemptions, Council will take into consideration:

- Not-for-profit occupiers of City property for the duration of their occupancy.
- Land and improvements surrounding a statutorily exempt building for public worship.

Objective

To optimize the provision of charitable and not for profit services for the benefit of Grand Forks residents, to provide property tax exemptions as permitted under the Community Charter in a consistent and fair manner, to restrict provision of exemption to those providing an extension to City services and to reduce the impact to City revenues.

Policies

Grand Forks residents must be primary beneficiaries of the organization's services and the services provided must be accessible to all members of the public.

CAPITAL PROJECT	2016 Budget	Capital Reserve	Electrical Capital	Waste Water Capital	Equipment Reserve	Slag Reserve	Land Sales Reserve	Gas Tax	Grants	Debt	Surplus
2016 proposed transfers - Asset Management Financial Plan											
from surplus		\$ 1,000,000	\$ 500,000	\$ 500,000		\$ (1,000,000)					
from slag		\$ 200,000			\$ (200,000)						
from equipment		\$ 63,184									
from tax sale land											
2016 CARRY FORWARD PROJECTS											
GENERAL OPERATIONS											
1 Works Yard Fuel Pump Replacement	\$ 1,190						\$ (1,190)				
2 Spray Park	\$ 53,876					\$ (47,626)			\$ (6,250)		
3 Generator 525 Central	\$ 5,232						\$ (5,232)				
4 Airport Beacons	\$ 60,000						\$ (15,000)				
5 Playground Equipment replacement	\$ 45,000								\$ (45,000)		
6 1995 Ford Pick-up Replacement	\$ 30,000					\$ (12,030)			\$ (32,970)		
ENGINEERING											
7 West Side Fire Protection	\$ 928,784				\$ (30,000)					\$ (928,784)	
8 Eastside Reservoir Structure Study	\$ 1,210	\$ (1,210)									
9 Wastewater Treatment Plant UV	\$ 455,900										
10 Multi Utility - 3rd Street & 22nd Street	\$ 3,324,130						\$ (149,234)		\$ (306,666)	\$ (3,324,130)	
ELECTRICAL											
11 Electrical System & Voltage Conversion	\$ 20,666		\$ (20,666)								
12 Electrical - Recloser controls	\$ 23,522		\$ (23,522)								
13 Electrical System Upgrades	\$ 5,759		\$ (5,759)								
14 Riverside Reconnector	\$ 30,096		\$ (30,096)								
WASTE WATER											
15 Headworks Grinder	\$ 50,446						\$ (50,446)				
16 Water/Sewer Scada	\$ 11,149						\$ (11,149)				
WATER											
17 Residential Water Meter Project	\$ 302,353							\$ (302,353)			
18 Water System Locates	\$ 91,349							\$ (91,349)			
2016 NEW CAPITAL PROJECTS											
1 Well #3 Pump and Motor	\$ 100,000	\$ (100,000)									
2 3rd Street Sewer Main Repair	\$ 100,000		\$ (100,000)								
3 5th Street Watermain Replacement	\$ 575,000							\$ (575,000)			
4 Vadim Software E3 upgrade	\$ 7,857									\$ (7,857)	
TOTAL CAPITAL	\$ 6,223,520	\$ (101,210)	\$ (80,043)	\$ (100,000)	\$ (30,000)	\$ (59,656)	\$ (232,251)	\$ (988,702)	\$ (390,886)	\$ (4,252,914)	\$ (7,857)

REQUEST FOR DECISION

— COMMITTEE OF THE WHOLE —



To: Committee of the Whole
From: Deputy Manager of Operations
Date: March 14, 2016
Subject: Campground Repeal Bylaw No. 1812 R-1
Recommendation: RESOLVED THAT the Committee of the Whole receives the report and to further direct staff to present to council the first three readings of the proposed Repeal Bylaw No. 1812 R-1 at the April 11, 2016, Regular Meeting of Council

BACKGROUND: This Repeal Bylaw will repeal Bylaw No. 1812 Campground Bylaw and all amendments. This is a necessary process to allow a new Campground Bylaw No. 2026 to be established.

The same timelines as for the new Campground Regulations Bylaw No. 2026 apply.

This is the introduction of the proposed Bylaw No. 1812 R-1.

Benefits or Impacts of the Recommendation:

General: N/A
Strategic Impact: N/A
Financial: N/A
Policy/Legislation: This is a legislative required process to allow for a new Campground Regulations Bylaw to be adopted.
Attachments: Draft Repeal Bylaw No. 1812 R-1

Recommendation: RESOLVED THAT the Committee of the Whole receives the report and to further direct staff to present to council the first three readings of the proposed Bylaw No. 1812 R-1 at the April 11, 2016, Regular Meeting of Council.

OPTIONS:

1. COTW COULD CHOOSE TO SUPPORT THE RECOMMENDATION.
2. COTW COULD CHOOSE TO NOT SUPPORT THE RECOMMENDATION.
3. COTW COULD CHOOSE TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION.



Fiscal Accountability



Economic Growth



Community Engagement



Community Liveability

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 1812 R-1

A BYLAW TO REPEAL BYLAW NO. 1812 AND ALL AMENDEMENTS THERETO

WHEREAS it is deemed necessary and expedient to repeal Bylaw No. 1812, in its entirety;

NOW THEREFORE, the Council of the Corporation of the City of Grand Forks, in open meeting assembled, **ENACTS** as follows:

1. That Bylaw No. 1812, cited for all purposes as the "City Park Municipal Campground Regulation Bylaw No. 1812, 2007", be hereby repealed.
2. That Bylaw No. 1839, cited for all purposes as the "City Park Municipal Campground Fees & Charges Bylaw No. 1839" be hereby repealed.
3. That Bylaw No. 1866, cited for all purposes as the "City Park Municipal Campground Regulation Amendment Bylaw No. 1866, 2008" be hereby repealed.
4. That Bylaw No. 1899, cited for all purposes as the "City Park Municipal Campground Regulation Amendment Bylaw No. 1899, 2010" be hereby repealed.
5. That Bylaw No. 1940, cited for all purposes as the "City Park Municipal Campground Regulation Amendment Bylaw No. 1940, 2012" be hereby repealed.
6. This Bylaw may be cited as the **"City Park Municipal Campground Repeal Bylaw No. 1812 R-1, 2016"**.

INTROCUED this 14th day of March, 2016.

READ A FIRST TIME this ____ day of ____, 2016.

READ A SECOND TIME this ____ day of ____, 2016.

READ A THIRD TIME this ____ day of ____, 2016.

FINALLY ADOPTED this ____ day of ____, 2016.

Mayor – Frank Konrad

Corporate Officer – Diane Heinrich

CERTIFICATE

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 1812 R-1, as passed by the Municipal Council of the City of Grand Forks on the this ____ day of _____, 2016.

Corporate Officer of the Municipal Council of the
City of Grand Forks

Date Signed

DRAFT

REQUEST FOR DECISION

— COMMITTEE OF THE WHOLE —



To: Committee of the Whole
From: Deputy Manager of Operations
Date: March 14, 2016
Subject: Campground Regulation Bylaw No. 2026
Recommendation: RESOLVED THAT the Committee of the Whole receives the report and to further direct staff to present to council the first three readings of the proposed Bylaw No. 2026 at the April 11, 2016, Regular Meeting of Council.

BACKGROUND: This Bylaw refresh is primarily a housekeeping item. The changes will move the Rates and Charges to the "Fees and Charges Bylaw" and allow to apply fines for violations through the "Municipal Ticketing Information Bylaw". In addition, part of the Campground Policy 1206 will be moved to this bylaw.

The attached memorandum from January 25, 2016 COTW has additional background information and timelines.

This is the introduction of the proposed Bylaw No. 2026.

Benefits or Impacts of the Recommendation:

General: This will allow for better control and standardized rules and regulations for the Grand Forks Municipal Campground and ensure compliance from guests of the campground.

Strategic Impact:



Financial:

N/A

Policy/Legislation: Council has the authority to regulate the Campground operations through bylaws

Attachments:

Memorandum from January 25, 2016 COTW

Draft Bylaw No. 2026 – Campground Regulations Bylaw

Current Bylaw No. 1812 – City Park Municipal Campground Regulation Bylaw and latest amendment Bylaw No. 1940



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REQUEST FOR DECISION

— COMMITTEE OF THE WHOLE —



Recommendation: RESOLVED THAT the Committee of the Whole receives the report and to further direct staff to present to council the first three readings of the proposed Bylaw No. 2026 at the April 11, 2016, Regular Meeting of Council.

-
- OPTIONS:**
1. COTW COULD CHOOSE TO SUPPORT THE RECOMMENDATION.
 2. COTW COULD CHOOSE TO NOT SUPPORT THE RECOMMENDATION.
 3. COTW COULD CHOOSE TO REFER THE REPORT BACK TO STAFF FOR MORE INFORMATION.



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MEMORANDUM



DATE : January 25, 2016

TO: Mayor and Council

FROM: Deputy Manager of Operations

SUBJECT : Campground Policy No. 1206 and Campground Bylaw No 1812 & amendments

The campground is an operational service that is provided through Public Works. The Visitor Information Center provides a service for reservations and the promotion of the campground.

In 2015, the City saw an increase in complaints regarding the campground usage and safety, which initiated a review of the campground bylaw and policy. The primary concerns were in regards to dog kennels, unsightly tenting, and long term campers. The review and research has been ongoing since the summer of 2015 and involved discussions with the Visitor Center as well as feedback from the business community and the events co-ordinator.

The current Campground Bylaw No. 1812 is from 2007 and the amendments thereafter simply focused on the rate changes for the campground. The current Campground Policy No. 1206 is from 2013, but it is largely an operational procedure.

To prepare for the 2016 camping season, which begins on May 1, City staff will present bylaw and policy amendments to council within the next few weeks. The proposed changes will move the regulations that are within the Policy to the Bylaw, while removing the operational items into a departmental procedure. The Bylaw will see the addition of the policy items while also implementing adjustments to the campground rates (which are now in the Fees and Charges Bylaw) and some other housekeeping items.

Proposed Timelines:

Key Date	Bylaw	Policy
February 15, 2016	Draft Bylaw to Council folder	Draft Policy to Council folder
March 14, 2016	COTW Introduction of Bylaw	COTW Introduction of Policy

MEMORANDUM



April 1, 2016	Complete draft bylaw with input from COTW and prepare for Regular meeting	Complete draft policy with input from COTW and prepare for Regular meeting
April 11, 2016	Regular Meeting – First 3 Readings of Bylaw	Regular Meeting – Policy Readings and adoption
April 25, 2016	Regular Meeting – Final Reading of Bylaw	

Respectfully submitted

A handwritten signature in black ink, appearing to read "Dan Drexler", written in a cursive, flowing style.

Daniel Drexler
Deputy Manager of Operations

THE CORPORATION OF THE CITY OF GRAND FORKS

CAMPGROUND REGULATION BYLAW NO. 2026

**A BYLAW TO ESTABLISH REGULATIONS FOR THE CITY OF GRAND FORKS MUNICIPAL
CAMPGROUND**

WHEREAS the Community Charter empowers Council to acquire, accept and hold any property in the Municipality for pleasure, recreation or community uses of the public and to make regulations governing the management, maintenance, improvement, operation, control and use of such property;

AND WHEREAS Council deems it necessary and expedient to enact this bylaw to establish regulations for the City of Grand Forks Municipal Campground;

NOW THEREFORE the Council of the Corporation of the City of Grand Forks in open meeting lawfully assembled, **ENACTS** as follows:

1. TITLE

- 1.1. This bylaw may be cited as the "Campground Regulation Bylaw No. 2026, 2016".

2. DEFINITIONS

- 2.1. In this bylaw, unless the context otherwise requires:

"Campground" means the Grand Forks Municipal Campground and those lands that are utilized for special events camping from time to time as deemed necessary by the Manager of Operations or designate;

"Chief Administrative Officer" means the Chief Administrative Officer for the City of Grand Forks;

"City Park" means the City of Grand Forks City Park lands and play areas including the BMX track;

"Events Coordinator" means the Events Coordinator for the City of Grand Forks or designate;

"Fees and Charges Bylaw" means the most current Corporation of the City of Grand Forks Fees and Charges Bylaw;

"Manager of Operations" means the Manager of Operations for the City of Grand Forks or designate;

"Municipal Ticketing and Information Bylaw" or "MTI" means the most current City of Grand Forks Municipal Ticketing and Information Bylaw;

“Operator” means the City of Grand Forks or any individual or agency appointed or contracted by the City of Grand Forks;

3. REGULATIONS

- 3.1. All persons camping in the City Campground must pay fees as identified in “Schedule F” of the Fees and Charges Bylaw.
- 3.2. All persons within the Campground area, must abide by the rules established by the Operator. Schedule “A” contains a map of the Municipal Campground.
- 3.3. All vehicles parked within the facility area must remain in designated parking areas.
- 3.4. No person shall destroy any plants or trees within the facility area.
- 3.5. No person shall remove any plants or trees within the facility area.
- 3.6. Disposal of sewage within the facility area must be in designated areas with appropriate fittings as designated by the Operator.
- 3.7. All animals must be on a leash.
- 3.8. All animal owners are required to pick up after their pets.
- 3.9. All animals are not allowed to be left outside unattended.
- 3.10. Outdoor pet pens are allowed at the discretion of the Operator or designate.
- 3.11. All persons using the facility area must respect “Quiet Time” between the hours of 11:00 p.m. and 7:00 a.m.
- 3.12. Disposal of litter and garbage within the facility area must be in designated litter bins.
- 3.13. Campfires are prohibited.
- 3.14. Camping & Tenting is limited to no longer than 14 days total within a 3 month period with the exception to Section 3.15.
- 3.15. Long Term Camping & Tenting (over two weeks) must be approved in advance by the Events Coordinator and the Manager of Operations. Requests are required to be submitted, in writing, at least three weeks before the first day of the stay and should clearly outline the request.
- 3.16. Group Events and Rates must be approved in advance by the Events Coordinator and the Manager of Operations. Requests are required to be submitted, in writing, at least one month before the first day of the stay and should clearly outline the request. Peak season requests will be considered at the Peak seasonal rate.

3.17. RV Site Size and Restrictions:

- 40' RV maximum; no restrictions on slides or width of RV;
- Sites 1-7 are 30' deep (for shorter RVs);
- Sites 8-15 are 40' deep (for longer RVs);
- Sites 16- 21 Pull-through;
- Parking for 2 vehicles is allowed on an RV site.

3.18. Tenting Restrictions:

Maximum # of tents per site = 2, configured as follows:

- one family size tent (~16 square meters) and a small tent (~3 square meters), or
- 2 medium sized tents (~6 square meters each), or
- 1 medium sized tent(~6 square meters) and a small tent (~3 square meters), or
- 2 pup/small tents (~3 square meters each)
- Visitors staying in the back of trucks pay a tent fee with no extra charge for one additional pup tent on the same site.

3.19. Overnight camping within City limits must be within designated areas.

4. CAMPING SEASON

4.1. Seasonal (May 1st to September 30th) rates for services will include:

- Tenting
- RV Parking - No Hook-ups
- RV Parking - Water, Sewer & 50/30 AMP service

4.2. The Campground will be closed from October 1st to April 30th

4.3. Check-out time is: 12:00pm (noon)

4.4. Check-in time is: 1:00pm or earlier if the site is ready (Subject to the Campground Attendants information).

5. OFFENCE AND PENALTY

5.1. All unauthorized or un-paid occupation of any campsite will result in the Bylaw Enforcement Officer attending the site and attempting to contact the unauthorized occupant. If the Bylaw Enforcement Officer is not able to locate the occupant, the site will be cleared at the owner's expense.

5.2. The City reserves the right to remove anyone at the owners expense (without any refund) that:

- Is in breach of any provisions of this Bylaw
- Poses a threat to others' health and safety
- Has altercations with other campers, staff, or other City Park visitors.

5.3. Any person who contravenes any of the provision of this bylaw is subject to a fine as

described in Schedule 14 of the Corporation of the City of Grand Forks Municipal Ticketing and Information Bylaw or the person will be removed from the campground.

5.4. Charges imposed under Section 5.1, 5.2, and 5.3 are due and payable within 30 days of the date on the invoice setting out the amount of the fee. If unpaid on December 31st of the year in which the charges became due and payable, then fees may be collected in the same manner and with the same remedies as defined in the Municipal Ticketing and Information Bylaw.

5.5. Each day that any violation of a provision of this bylaw continues shall be deemed to be a separate offence.

6. EXCEPTIONS

6.1. The Chief Administrative Officer may at any time make exceptions to any of the provisions of this bylaw.

7. SEVERABILITY

7.1. If any portion of this bylaw is for any reason held to be invalid by a Court of competent jurisdiction, the invalid portion shall be severed without affecting the remainder of the bylaw.

8. REPEAL

8.1. The "City Park Municipal Campground Repeal Bylaw No. 1812 R-1, 2016" will repeal the following bylaws:

- (a) The "City Park Municipal Campground Regulation Bylaw No. 1812, 2007"
- (b) The "City Park Municipal Campground Fees & Charges Bylaw No. 1839"
- (c) The "City Park Municipal Campground Regulation Amendment Bylaw No. 1866, 2008"
- (d) The "City Park Municipal Campground Regulation Amendment Bylaw No. 1899, 2010"
- (e) The "City Park Municipal Campground Regulation Amendment Bylaw No. 1940, 2012"

9. EFFECTIVE DATE

9.1. This bylaw shall come into full force and effect upon its adoption.

INTRODUCED this 14th day of March, 2016.

READ A FIRST TIME this ____ day of _____, 2016.

READ A SECOND TIME this ____ day of _____, 2016.

READ A THIRD TIME this ____ day of _____, 2016.

FINALLY ADOPTED this ____ day of _____, 2016.

Mayor – Frank Konrad

Corporate Officer – Diane Heinrich

CERTIFICATE

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 2026, as passed by the Municipal Council of the City of Grand Forks on the this ____ day of _____, 2016.

Corporate Officer of the Municipal Council of the
City of Grand Forks

Date Signed

SCHEDULE A – CAMPGROUND MAP



THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 1812

A BYLAW TO ESTABLISH REGULATIONS FOR CAMPING IN THE CITY PARK MUNICIPAL CAMPGROUND

WHEREAS the Community Charter empowers Council to acquire, accept and hold any property in the Municipality for pleasure, recreation or community uses of the public and to make regulations governing the management, maintenance, improvement, operation, control and use of such property;

AND WHEREAS Council deems it necessary and expedient to enact this bylaw to establish regulations for camping in the City Park Municipal Campground;

NOW THEREFORE the Council of the Corporation of the City of Grand Forks, in open meeting assembled, **HEREBY ENACTS** as follows:

Title:

1. This bylaw may be cited as the “**City Park Municipal Campground Regulation Bylaw No. 1812, 2007**”.

Definitions:

2. In this bylaw, “**the Operator**” means the City of Grand Forks or any individual or agency appointed or contracted by the City of Grand Forks.

Regulations:

3. All persons using the facility area know as City Park Municipal Campground must pay fees as identified in Schedule “A”.
4. All persons within the facility area, outlined on the map identified as Schedule “B” must abide by the rules established by the Operator.
5. All vehicles parked within the facility area must remain in designated parking areas.
6. No person shall destroy or remove any plants or trees within the facility area.
7. Disposal of sewage within the facility area must be in designated areas with appropriate fittings as designated by the Operator.

8. All animals must be on a leash and all animal owners are required to pick up after their pets.
9. All persons using the facility area must respect "Quiet Time" between the hours of 11:00 p.m. and 7:00 a.m.
- 10 Disposal of litter and garbage within the facility area must be in designated litter bins.

Penalty:

Every person who violates any provision of this bylaw is guilty of an offence and shall be liable on summary conviction to a fine of not more than two thousand dollars (\$2,000.00) plus the cost of prosecution for each offence.

Read a **FIRST** time this 22nd day of January, 2007.

Read a **SECOND** time this 22nd day of January, 2007.

Read a **THIRD** time this 22nd day of January, 2007.

FINALLY ADOPTED this 5th day of February, 2007.

Mayor Neil Krog

City Clerk – Lynne Burch

C E R T I F I C A T E

I do hereby certify the foregoing to be a true copy of Bylaw No. 1812 cited as the "City Park Municipal Campground Regulation Bylaw No. 1812, 2007", as adopted by the Municipal Council for the City of Grand Forks on the 5th day of February, 2007.

Clerk of the Municipal Council of the
City of Grand Forks

SCHEDULE "A"
to Bylaw No. 1812

RATES PER NIGHT

	Year 2007	Year 2008	Year 2009	Year 2010	Year 2011
Tenting	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00
Extra Tent in Tenting Area or RV Site	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
RV Parking – No Hookups	\$20.00	\$21.00	\$22.00	\$23.00	\$24.00
RV Parking – Water & 30 AMP Service	\$22.00	\$23.00	\$24.00	\$25.00	\$26.00
RV Parking – Water, Sewer & 50 AMP Service	\$25.00	\$26.00	\$27.00	\$28.00	\$29.00
Above Rates Include Sewage Disposal Fee					
Sewage Disposal Fee	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00

Rates include 4 adults per site. Children under 17 stay free. Maximum 8 persons per site. \$5.00 per extra adult/person per night.

Maximum 2 vehicles per site. RV+two vehicles considered 1 vehicle.

All rates do not include GST/HST.

10% discount for payment 7 days in advance.

24 hour cancellation policy. If no cancellation, lose 1 day fee.

THE CORPORATION OF THE CITY OF GRAND FORKS

BYLAW NO. 1940

**A BYLAW TO AMEND THE CITY OF GRAND FORKS
MUNICIPAL CAMPGROUND REGULATION BYLAW NO. 1812**

WHEREAS the Community Charter empowers Council to acquire, accept and hold any property in the Municipality for pleasure, recreation or Community uses of the public and to make regulations governing the management, maintenance, improvement, operation, control and use of such property;

AND WHEREAS Council deems it necessary and expedient to amend the fees & charges for camping in the City Park Municipal Campground;

NOW THEREFORE, the Council of the Corporation of the City of Grand Forks, in open meeting assembled, **HEREBY ENACTS** as follows:

1. This bylaw may be cited as the **“City of Grand Forks Municipal Campground Regulation Amendment Bylaw No. 1940, 2012”**.
2. That Bylaw No. 1812, cited as “City Park Municipal Campground Regulation Bylaw No. 1812, 2007” be amended by deleting “Schedule A” and replacing it with a new “Schedule A”, which is identified as “Appendix 1” and attached to this bylaw.
3. That this bylaw shall come into force and effect as of the start of camping season in 2013.
4. All persons using the facility area known as City Park Municipal Campground must pay the fees as identified in Schedule “A”.

Read a **FIRST** time this 20th day of August, 2012.

Read a **SECOND** time this 20th day of August, 2012.

Read a **THIRD** time this 20th day of August, 2012.

FINALLY ADOPTED this 4th day of September, 2012.

Mayor Brian Taylor

Corporate Officer

CERTIFICATE

I hereby certify the foregoing to be a true copy of Bylaw No. 1940, cited as "City of Grand Forks Municipal Campground Regulation Amendment Bylaw No. 1940, 2012", as passed by the Municipal Council of the City of Grand Forks on the 4th day of September, 2012.

Corporate Officer of the Municipal Council
of the City of Grand Forks

Appendix 1

SCHEDULE "A"
to Bylaw 1940

RATE PER NIGHT

Tenting	\$18.00
RV Parking – No Hook-ups	\$23.00
RV Parking – Water, Sewer & 50 AMP service	\$33.00

- Rates are "peak" season and are subject to change as deemed necessary by the Chief Administrative Officer
- All rates include applicable taxes
- 48 hour cancellation policy
- If no cancellation lose 1 day's fee