

CITY OF GREENWOOD

Special Council Meeting

**Thursday, August 26, 2021
7:00 pm**

AGENDA

- 1. Call to Order**
- 2. Adoption of Agenda**
- 3. Discussion Items**
 1. Licence to Use and Occupy application – Route 3 Racing Club
 2. Licence to Use and Occupy application – Boundary Community Ventures Association
(The Boundary Food Hub)
- 4. Adjournment**

City of Greenwood

MEMORANDUM

To: Mayor Noll and Council

Date: August 25, 2021

From: Marcus Lebler, CAO

Subject: Licence to Use and Occupy Applications:
Route 3 Racing Club; and
The Boundary Community Ventures Association (The Boundary Food Hub)

Locations: Lot 13, Block 97, Plan KAP70, DL 711, SDYD (Skating Rink)
Lots A, B and C, Block 97, Plan KAP70, DL 711, SDYD (adjacent to Highway 3)

Recommendations:

1. That Council choose to grant the Licence to Use and Occupy to Route 3 Racing Club for Lot 13, Block 97, Plan KAP70, DL 711, SDYD and Lots A, B and C, Block 97, Plan KAP70, DL 711, SDYD, and:
2. That Council continue to consider alternate locations for the Boundary Community Ventures Association (Boundary Food Hub).

Options:

1. Council may choose to grant the Licence to Use and Occupy to Route 3 Racing Club for Lot 13, Block 97, Plan KAP70, DL 711, SDYD and Lots A, B and C, Block 97, Plan KAP70, DL 711, SDYD.
2. Council may choose to grant the Licence to Use and Occupy to Boundary Community Ventures Association (Boundary Food Hub) for Lots A, B and C, Block 97, Plan KAP70, DL 711, SDYD.
3. Council may choose to consider alternate locations for Route 3 Racing Club events and/or for the Boundary Community Ventures Association (Boundary Food Hub).

Background / Report:

At the August 19th, 2021 Special open Council meeting, Council was addressed by two delegations looking for authorization to use the City owned Lands at Block 97, Lots A, B and C. This report is a follow-up to the August 19th meeting and Staff is now requesting a Council decision be made over the two Licence to Use and Occupy applications the City has received (attachments #1 and #2). At this time, Staff is recommending Council approve the Licence to Use and Occupy application for the Route 3 Racing Club. Council gave approval to the Route 3 Racing Club back in May of 2020 and reversing this decision cannot be recommended by Staff at this time. It is recommended that the City continue to work with the Boundary Community Ventures Association to find an alternative site within Greenwood for the Boundary Food Hub.

Attachments:

1. Licence to Use and Occupy Application – Route 3 Racing Club
2. Licence to Use and Occupy Application – The Boundary Community Ventures Association (The Boundary Food Hub)



LICENCE TO USE OR OCCUPY

THIS LICENCE ISSUED ____ OF August, 2021.

TO: Route 3 Racing Club
(Hereinafter called "the Applicant")

WHEREAS the Corporation of the City of Greenwood (hereinafter called "The City") the Owner of the building and appurtenant grounds described as:

Lot 13, Block 97, Plan KAP70, DL 711, Land District 54, SDYD

Lots A, B and C, Block 97, Plan KAP70, DL 711, Land District 54, SDYD (map attached)
(enter: legal description)

located at: 1475 Deadwood Street and S. Copper Avenue (Highway 3)
(enter: civic address)

and more commonly known as: the Skating Rink and undeveloped land
(enter: name of the facility)

WHEREAS the Applicant had applied for a Licence to use and occupy those portions of the facility / lands known as:

Lot 13, Block 97, Plan KAP70, DL 711, Land District 54, SDYD and

Lots A, B and C, Block 97, Plan KAP70, DL 711, Land District 54, SDYD

(hereinafter called "the premises")

THEREFORE in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Applicant:

1. The City hereby grants to the Applicant a Licence to use and occupy the paid premises for the sole purpose of:

Route 3 Racing Club (outdoor motorcycle racing)
(enter: type of use i.e.: music festival, rugby etc.)

2. The Applicant shall use only those premises named in their Licence.

3. The Applicant shall ensure that all attendees adhered strictly to all rules and regulations posted and/or included in this Licence and to advise all attendees accordingly. Failure to adhere to, or comply with said rules and regulations may

result in the termination of the Licence without refund of any fees paid, and may include invoicing of penalties and/or additional costs incurred by the City.

4. The premises is licenced to the Applicant on an "as is" basis, and the City makes no representation or warranties with respect to the condition of the premises.
5. The Applicant shall exercise the greatest care in the use and occupation of the said premises and adjacent facilities and shall provide a competent trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing the said premises.
6. The Applicant shall report all damages to the Chief Administrative Officer (CAO) at 250-445-6644.
7. The Applicant shall be responsible legally, financially and otherwise for any damages to the said premises as a result of the use and occupation thereof under this Licence. Said damages to be paid firstly, by the Applicant and/or their insurer.
8. The Applicant shall not permit any other person, group or organization not named in the Licence to use or occupy the said premises without authorization from the City. Authorization granted by the City shall be attached to this Licence prior to any use or occupation of the said premises by any other person, group or organization.
9. The Applicant shall, at its own expenses, within fourteen (14) days of the expiration of the use and occupation of the said premises, return the premises to the condition that the premises were in prior to the Applicant's use and occupation.
10. The Applicant shall be responsible for providing adequate security, including any costs for providing adequate security, for the use and occupation of the said premises, including, but not limited to, persons at the door, off duty police, auxiliary fire fighters or other personnel deemed necessary by the Applicant for the protection of the public, property of the public and property of the City. The City reserves the right to require that the Applicant provide a higher level of security that that deemed adequate by the Applicant. The Applicant shall be responsible for any additional costs of security.
11. The Applicant shall, prior to the use and occupation of the said premises, pay at the request of the City, a damage deposit of \$0.00 as security for any damages which may occur to the said premises as a result of the use and occupation authorized under this Licence. Should any damage deposit, or any balance thereof not be used, it shall be refunded to the Applicant. Should such damage deposit be insufficient, the Applicant will reimburse the City immediately upon written notice from the City.

12. The Applicant shall, prior not permit liquor, beer or any other alcoholic beverages on or in the said premises unless a valid permit has been obtained under the Liquor Control and Licencing Act and the expressed authorization of Applicant from any legal obligations and/or requirements. A copy of the Applicant's approved liquor permit shall be presented and attached to this Licence including evidence of the Applicant's comprehensive liability insurance with extended coverage to include "Host Liquor Liability", prior to any use or occupation of the said premises. authorization granted by the City shall be attached to this Licence prior to any use or occupation of the said premises.

13. The Applicant shall comply with the British Columbia Liquor Control Licencing Act including all regulations.

14. The Applicant shall contact the CAO at 250-445-6644 to cancel the licence.

No provisions or penalties for cancellation

(enter: any provisions or penalties for cancellation)

15. The Applicant understands and agrees that the Licence may be revoked or cancelled, at any time, with or without cause by the City. The City will make every reasonable attempt to provide a minimum thirty (30) days notice of cancellation to the Applicant.

16. The term of this Licence shall be from: (enter the date of the licencing period including the name of any specific facility and/or section within the facility).

August 23, 2021 to November 1, 2023

17. Inconsideration of the use and occupancy of the said premises the Applicant shall pay a Licence fee as follow: (enter rates to be charged including rental rates, clean-up rates and security if applicable including all applicable taxes where applicable, include in this section any other agreed terms relative to the payment of rental fees i.e. monthly, accounts unpaid after 30 days will be subject to late payment charge of \$0.00 and the cancellation of said Licence.)

Monthly rental fee of \$1.00.

18. The Applicant agrees that before commencing use of the premises, the Applicant shall on each occasion, before use and occupation, inspect the premises and equipment, and shall forthwith notify the Superintendent of Public Works at 250-445-6644, or the Chief Administrative Officer at 250-445-6644 of any condition that may render the premises or equipment unsafe for use.

19. The Applicant may be permitted access to the said premises prior to the function or event authorized herein subject to the approval of the CAO.
20. The Applicant agrees that it will indemnify and save harmless the City and its officer, employees, servant, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought there on arising directly or indirectly from or in connection with the granting of this Licence and the use and occupation of the said premises, save that this Applicant will be under no obligation to indemnify and save harmless the City against or in respect of any damages or judgment rendered against the City resulting from or arising out of any negligence or fault on the part of the City in connection with the maintenance or condition of the premises to the extent that the damage, loss or injury caused or occasioned by the negligence of the City.
21. Prior to the granting of this Licence the Applicant shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the City. The City shall be included as an additional named insured.

Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$ 2,000,000.00 per occurrence, including \$ 2,000,000.00 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the City may require from time to time. The policy shall contain a clause providing that the insurer will give the City thirty (30) days prior written notice in the event of cancellation or material change. The Applicant shall provide the City with evidence of such insurance coverage in the form of an executed copy of Certificate of Insurance in a form satisfactory to the City ten (10) day prior to the granting of this Licence.

22. It shall be the sole responsibility of the Applicant to determine what additional insurance coverage, if any, including but not limited to Work SafeBC and Participants Insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this Licence. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.
23. The Applicant shall not do, suffer or permit to be done, any act or thing upon or to the said premises, which will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said premises or to the public generally.
24. The Applicant shall observe, perform and comply with the requirements of every applicable bylaw, statute, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance,

use or occupation of the said premises and any furniture, equipment, supplies, materials or articles located therein.

25. The Applicant, its employees, agents, servants, or workers and/or volunteers shall not be deemed to be either employees, agents, servants or workers and/or volunteers of the City of Greenwood.
26. The Applicant warrants and represents that if he/she signs this Licence on behalf of a group or organization, the Applicant has sufficient power, authority and capacity to bind the group or organization with his/her signature.

I have read the above and fully understand the terms and conditions and regulations contained herein and will comply with the said Licence.

ROUTE 3 RACING CLUB
Name of Applicant/Group

ANGUS MARUSIL
Name

GREENWOOD, BC
Address

Address of Applicant/Group

250-328-3912
Telephone Number

Telephone Number


Signature of Applicant

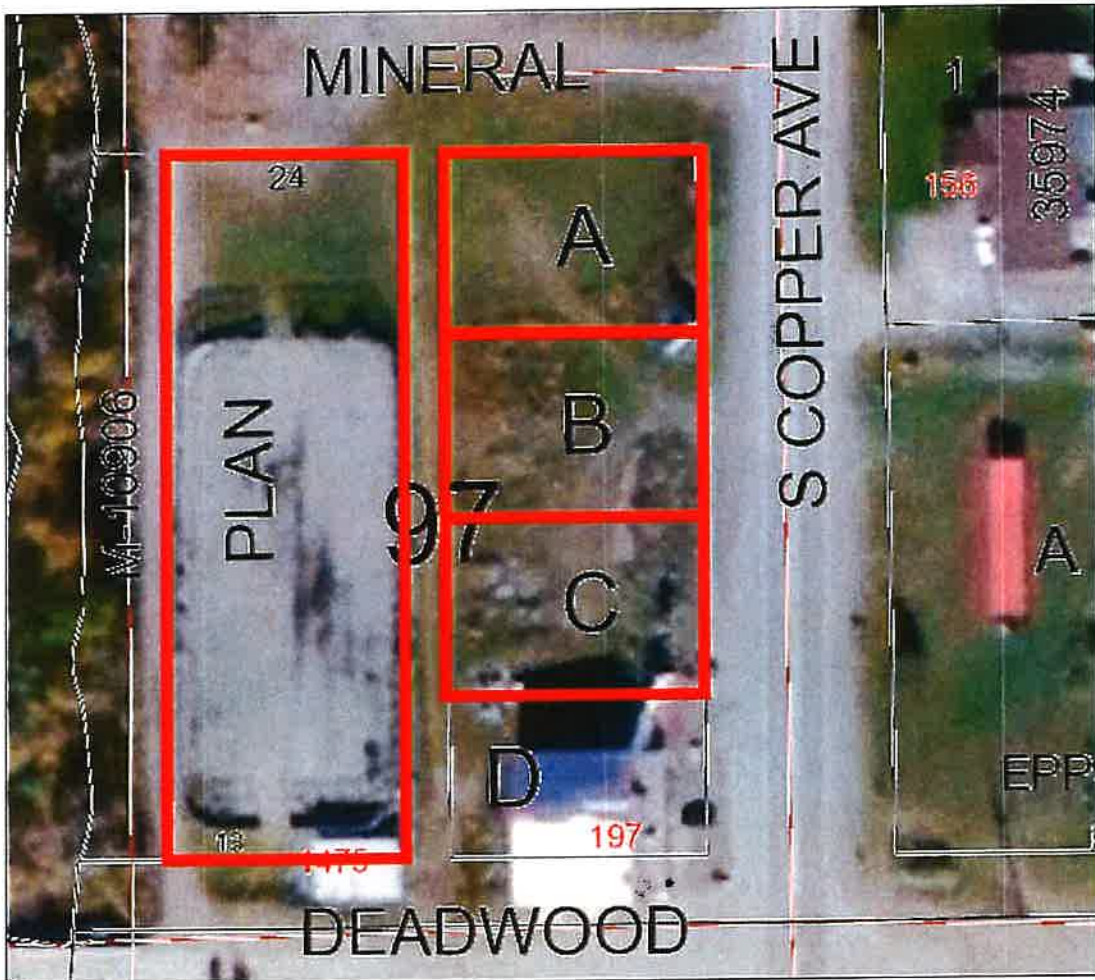
Signature of Witness

Issued this ____ day of _____, 2021.

Signature of the Mayor or CAO

LOCATION MAP

Civic Address: 1475 Deadwood Street / S. Copper Avenue
Legal Description: Lot 13, Block 97, Plan KAP70, DL711, Land District 54, SDYD and
Lots A, B and C, Block 97, Plan KAP70, DL711, Land District 54, SDYD
PID: 012-538-183, 017-453-429, 017-453-437, 017-453-445
Tax Folio: 211-00381.000, 211-00380.005, 211-00380.010, 211-00380.015





LICENCE TO USE OR OCCUPY

THIS LICENCE ISSUED ____ OF August, 2021.

TO: Boundary Community Ventures Association (BCVA)
(Hereinafter called "the Applicant")

WHEREAS the Corporation of the City of Greenwood (hereinafter called "The City") the Owner of the building and appurtenant grounds described as:

Lots A, B and C, Block 97, Plan KAP70, DL 711, Land District 54, SDYD (map attached)
(enter: legal description)

located at: S. Copper Avenue (Highway 3)
(enter: civic address)

and more commonly known as: N/A (undeveloped land)
(enter: name of the facility)

WHEREAS the Applicant had applied for a Licence to use and occupy those portions of the facility / lands known as: Lots A, B and C, Block 97, Plan KAP70, DL 711, Land District 54, SDYD

(hereinafter called "the premises")

THEREFORE in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Applicant:

1. The City hereby grants to the Applicant a Licence to use and occupy the paid premises for the sole purpose of:

The Boundary Food Hub
(enter: type of use i.e.: music festival, rugby etc.)

2. The Applicant shall use only those premises named in their Licence.
3. The Applicant shall ensure that all attendees adhered strictly to all rules and regulations posted and/or included in this Licence and to advise all attendees accordingly. Failure to adhere to, or comply with said rules and regulations may result in the termination of the Licence without refund of any fees paid, and may include invoicing of penalties and/or additional costs incurred by the City.

4. The premises is licenced to the Applicant on an "as is" basis, and the City makes no representation or warranties with respect to the condition of the premises.
5. The Applicant shall exercise the greatest care in the use and occupation of the said premises and adjacent facilities and shall provide a competent trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing the said premises.
6. The Applicant shall report all damages to the Chief Administrative Officer (CAO) at 250-445-6644.
7. The Applicant shall be responsible legally, financially and otherwise for any damages to the said premises as a result of the use and occupation thereof under this Licence. Said damages to be paid firstly, by the Applicant and/or their insurer.
8. The Applicant shall not permit any other person, group or organization not named in the Licence to use or occupy the said premises without authorization from the City. Authorization granted by the City shall be attached to this Licence prior to any use or occupation of the said premises by any other person, group or organization.
9. The Applicant shall, at its own expenses, within thirty (30) days of the expiration of the use and occupation of the said premises, return the premises to the condition that the premises were in prior to the Applicant's use and occupation.
10. The Applicant shall, prior to the use and occupation of the said premises, pay at the request of the City, a damage deposit of \$0.00 as security for any damages which may occur to the said premises as a result of the use and occupation authorized under this Licence. Should any damage deposit, or any balance thereof not be used, it shall be refunded to the Applicant. Should such damage deposit be insufficient, the Applicant will reimburse the City immediately upon written notice from the City.
11. The Applicant shall contact the CAO at 250-445-6644 to cancel the licence.

No provisions or penalties for cancellation

(enter: any provisions or penalties for cancellation)

12. The Applicant understands and agrees that the Licence may be revoked or cancelled, at any time, with or without cause by the City. The City will make every reasonable attempt to provide a minimum sixty (60) days notice of cancellation to the Applicant.

13. The term of this Licence shall be from: (enter the date of the licencing period including the name of any specific facility and/or section within the facility).

September 1, 2021 to September 1, 2026

14. Inconsideration of the use and occupancy of the said premises the Applicant shall pay a Licence fee as follow: (enter rates to be charged including rental rates, clean-up rates and security if applicable including all applicable taxes where applicable, include in this section any other agreed terms relative to the payment of rental fees i.e. monthly, accounts unpaid after 30 days will be subject to late payment charge of \$0.00 and the cancellation of said Licence.)

Monthly rental fee of \$1.00.

15. The City of Greenwood will amend the City of Greenwood Official Community Plan Bylaw and the City of Greenwood Zoning Bylaw to ensure the occupation and use of the premises is suitable.
16. The Applicant agrees that before commencing use of the premises, the Applicant shall on each occasion, before use and occupation, inspect the premises and equipment, and shall forthwith notify the Superintendent of Public Works at 250-445-6116, or the Chief Administrative Officer at 250-445-6644 of any condition that may render the premises or equipment unsafe for use.
17. The Applicant agrees that it will indemnify and save harmless the City and its officer, employees, servant, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought there on arising directly or indirectly from or in connection with the granting of this Licence and the use and occupation of the said premises, save that this Applicant will be under no obligation to indemnify and save harmless the City against or in respect of any damages or judgment rendered against the City resulting from or arising out of any negligence or fault on the part of the City in connection with the maintenance or condition of the premises to the extent that the damage, loss or injury caused or occasioned by the negligence of the City.

18. Prior to the granting of this Licence the Applicant shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the City. The City shall be included as an additional named insured.

Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$ 2,000,000.00 per occurrence, including \$ 2,000,000.00 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the City may require from time to time. The policy shall contain a clause providing that the insurer will give the City thirty (30) days prior written notice in the event of cancellation or material change. The Applicant shall provide the City with evidence of such insurance coverage in the form of an executed copy of Certificate of Insurance in a form satisfactory to the City ten (10) day prior to the granting of this Licence.

19. It shall be the sole responsibility of the Applicant to determine what additional insurance coverage, if any, including but not limited to Work SafeBC and Participants Insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this Licence. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.
20. The Applicant shall not do, suffer or permit to be done, any act or thing upon or to the said premises, which will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said premises or to the public generally.
21. The Applicant shall observe, perform and comply with the requirements of every applicable bylaw, statute, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance, use or occupation of the said premises and any furniture, equipment, supplies, materials or articles located therein.
22. The Applicant, its employees, agents, servants, or workers and/or volunteers shall not be deemed to be either employees, agents, servants or workers and/or volunteers of the City of Greenwood.
23. The Applicant warrants and represents that if he/she signs this Licence on behalf of a group or organization, the Applicant has sufficient power, authority and capacity to bind the group or organization with his/her signature.

I have read the above and fully understand the terms and conditions and regulations contained herein and will comply with the said Licence.

Boundary Community Ventures ASSN
Name of Applicant/Group Name

1675 Hwy 3 Chehalis Lake BC V0H 1E2
Address Address of Applicant/Group

250 446 2042
Telephone Number Telephone Number

[Signature]
Signature of Applicant

[Signature]
Signature of Witness

Issued this _____ day of _____, 20_____.

Signature of the Mayor or CAO

LOCATION MAP

Civic Address: S. Copper Avenue

Legal Description: Lots A, B and C, Block 97, Plan KAP70, DL711, Land District 54, SDYD

PIDs: 017-453-429, 017-453-437, 017-453-445

Tax Folios: 211-00380.005, 211-00380.010, 211-00380.015

