



TOWN OF LADYSMITH

A special meeting of the
Council of the Town of Ladysmith
will be held in Council Chambers at City Hall on

TUESDAY, APRIL 14, 2009
at 4:00 P.M.

AGENDA

Page

CALL TO ORDER

1 AGENDA APPROVAL

2 EXECUTIVE SESSION (3:45 p.m.)

In accordance with Section 90(1) of the *Community Charter*, the first section of the meeting will be held In Camera to consider the following items:

- the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

3 RISE AND REPORT

4 REPORT

4.1 R. Malli – City Manager

Re: 2009 - 2013 Financial Plan (Report to be distributed at meeting.)

5 NEW BUSINESS

5.1 Director of Corporate Services

Re: Chamber of Commerce Agreement – Visitor Information Centre

1-2

6 UNFINISHED BUSINESS

6.1 Development Permit Application No. 3060-08-16 (336 Belaire Street)

Council will recall that at the Executive Session on January 5, 2009 the following resolution was adopted:

That Development Permit 3060-08-16 for 336 Belaire St. (Lot 1, District Lot 56, Oyster District, Plan 27861 be approved to permit the development of an office building containing nine business units, subject to the applicant improving the plans to meet the requirements of Development Permit Area 3 Design Guidelines by (1) increasing the landscape buffer between the parking area and the residential units by removing two east side parking stalls and adding landscaping trees and shrubs in the stall area, (2) replacing the front entry doors

(south elevation) with a commercial glass double door unit, and (3) removing the Sweet Gum tree on the landscape plan,

AND THAT Development Permit 3060-08-16 include a condition reducing the required number of parking spaces by two regular spaces,

AND THAT the Mayor and Corporate Officer be authorized to sign the Development Permit.

Council subsequently "rose and reported" on the resolution at the January 5, 2009 open meeting. In accordance with Provincial legislation Council is required to approve Development Permit applications in an open meeting and as such it is appropriate at this time to adopt the above resolution at today's open meeting.

QUESTION PERIOD

ADJOURNMENT

THIS AGREEMENT made the day of February, 2009

BETWEEN: TOWN OF LADYSMITH
Box 220, 410 Esplanade, Ladysmith, British Columbia, V9G 1A2
(hereinafter called the "Town")

AND: LADYSMITH CHAMBER OF COMMERCE
Box 598 Ladysmith, British Columbia, V9G 1A4
(hereinafter called the "Chamber")

In consideration of the mutual promises hereinafter appearing, the parties hereto covenant and agree each with the other as follows:

1. The Chamber shall during all business hours from January 1, 2009 to December 31, 2009 (the "Term") operate and maintain a Visitor Information Centre at 411B First Avenue, Ladysmith, B.C. or such other location as the Town may decide, and provide therein visitor information on Ladysmith including without limitation:
 - a) Responding to drop-in, telephone and website inquiries as well as mailing out information as appropriate;
 - b) Maintaining an adequate supply of current, relevant information and publications for visitor information;
 - c) Ensuring that a community calendar of events is kept current on the Chamber's website, is easily linked to other community websites and is available for use by all groups in the community;
 - d) Reporting to the Town from time to time as required by Town Council and staff;
 - e) Maintaining and cleaning the visitor information office, including washrooms, to a standard reasonably required by the Town; and
 - f) Prior to the expiry of the Term, removing all of its belongings from the visitor information office and returning the office to the Town in a neat and tidy condition.
2. In consideration for the Chamber supplying the aforementioned services, the Town shall pay to the Chamber an annual sum of \$35,000.00 paid in equal quarterly installments on the first business day following: January 1, April 1, July 1, October 1, 2009.
3. **The Town agrees to pay \$700 towards the monthly lease payments for the premises occupied by the Visitor Information Centre. The lease for the premises shall be in the name of the Chamber of Commerce (the lessor) and the lessee.**
4. The Town may terminate this Agreement if the Chamber is in breach of any obligations herein and does not remedy such breach within 15 days written notice by the Town to the Chamber in respect of such breach.

5. Time is of the essence with this Agreement. This Agreement constitutes the entire agreement between the parties hereto in respect of the Visitor Information Centre and the services described herein. This Agreement may not be amended by the parties hereto other than by written agreement mutually agreed to by both parties. **IN WITNESS WHEREOF** each of the parties hereto has executed this Agreement under the hands of their proper officers duly authorized in that behalf.

LADYSMITH AND DISTRICT)
CHAMBER OF COMMERCE)
)
)
_____)
Authorized Signatory)
)
)
_____)
Authorized Signatory)

THE TOWN OF LADYSMITH)
seal was affixed in the presence of:)
)
)
_____)
Mayor)
)
)
_____)
Director of Corporate Services)