

**2019 AGREEMENT**

THIS AGREEMENT as of the 11<sup>th</sup> day of February, 2019.

BETWEEN:

**THE CORPORATION OF THE CITY OF OWEN SOUND  
(hereinafter referred to as the "City")**

-and-

**The Owen Sound Downtown Improvement Area  
Board of Management  
(hereinafter called the "OSDIA")**

WHEREAS the Ontario Municipal Act (Section 204) establishes the mandate for all BIAs (DIAs) within the province as follows:

*A local municipality may designate an area as an improvement area and may establish a board of management, (a) to oversee the improvement, beautification and maintenance of municipally-owned land, buildings and structures in the area beyond that provided at the expense of the municipality generally; and (b) to promote the area as a business or shopping area.*

AND WHEREAS it is the goal of both the Owen Sound Downtown Improvement Area (OSDIA) and the Corporation of the City of Owen Sound (the City) to maintain the OSDIA in a manner that showcases the territory as a safe, clean, and vibrant residential, business, and tourism area;

AND WHEREAS the City is committed to increasing the potential of the downtown and harbourfront in accordance with the City's Strategic Plan;

AND WHEREAS the City and OSDIA agree to work together to support the improvement, beautification and maintenance and marketing and promotion of land, buildings and structures within the OSDIA area;

AND WHEREAS the City and OSDIA have agreed to provide a system of complimentary business sponsored parking within the downtown;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants set out together with other good and valuable consideration (the receipt of which is acknowledged), the parties agree as follows:

## **1.0 TERM**

- 1.1 The term of this agreement shall be for a period of five (5) years commencing March 1, 2019 ending February 28, 2024.
- 1.2 Following the initial 2-year term (March 1, 2021), the OSDIA or the City can provide a notice of termination by providing the other party in writing of its intention to terminate the Agreement. Notice by either party shall be endorsed by the OSDIA Board or City Council.
- 1.3 Prior to December 31, 2023, the OSDIA and City will determine whether, by mutual agreement, they wish to enter into negotiations to extend the Agreement beyond February 28, 2024.
- 1.4 The City and the OSDIA agree to review the contents of this Agreement on an annual basis for the purpose of ensuring that the Agreement continues to reflect the needs of both parties. Amendments to this Agreement may be made by mutual agreement of the parties in writing. This review should occur prior to December 31 each year.

## **2.0 ADMINISTRATION**

- 2.1 The Agreement will be administered jointly and cooperatively. The City Manager will be the City's lead staff person responsible for the implementation of the Agreement. The OSDIA Chair, working through the direction of the OSDIA Board will be the OSDIA's lead responsible for the implementation of the Agreement.
- 2.2 The City Manager will determine and assign on the basis of this Agreement, the staff and other resources required by the City to support and implement this Agreement. The OSDIA Board and Chair will provide direction through the City Manager as a Board, by resolution.
- 2.3 City administrative staff will be assigned to provide administrative support for the OSDIA Board. This support will include publishing agendas, recording and publishing minutes and notices. The agenda will be established by the OSDIA Board Chair in accordance with their policies and procedures.
- 2.4 The City Manager or designate will be responsible for incoming service requests, complaints and items that require action and will be responsible for assigning these items for action to City staff as for current City requests.
- 2.5 The City Manager or designate will create a monthly log of requests, complaints, etc., that will be shared with the OSDIA Board on a monthly basis.
- 2.6 OSDIA Board members will be appointed in accordance with Section 204(3) of the *Ontario Municipal Act*.



- 2.7 The City will provide staff resources to update and maintain the OSDIA website in a current and effective form.

### **3.0 BUDGET**

- 3.1 The OSDIA Board, with the assistance of City staff, will establish a draft annual budget. The annual budget will include the levy and other revenue sources as well as all costs toward beautification, maintenance and marketing and promotion within the OSDIA area.
- 3.2 The OSDIA will prepare the budget in accordance with the Section 205 of the *Municipal Act*. The Board shall prepare a proposed budget for each fiscal year and hold one or more meetings of the members for discussion. The OSDIA will then submit the budget to Council who may approve it in whole or in part, but who may not add any expenditures to it.
- 3.3 City staff will be responsible to assist the OSDIA to pay invoices, procure good and services, collect fees and the levy as well as other matters relating to financial services and book keeping.
- 3.4 The City will provide monthly updates to the Board respecting budget.

### **4.0 BEAUTIFICATION – FLOWER, PLANTINGS AND TREES**

- 4.1 The City and OSDIA will each contribute half (up to \$7,500 each) to plants for the public areas of the OSDIA. This will include, but not be limited to, hanging baskets, sidewalk pots, flower boxes, and plant material for permanent planting pods and beds within the OSDIA. The City will determine, together with the OSDIA Board, the number of hanging baskets.
- 4.2 The City will provide flowers for the boxes at City Hall and other City facilities in the Downtown.
- 4.3 City staff will be responsible for the placement at the beginning of the season and the removal at the end of the season of the hanging baskets and planter boxes.
- 4.4 The City is responsible to provide trees and undertake planting and tree maintenance within the public areas of the OSDIA.

### **5.0 SEASONAL BANNERS & DECORATIONS**

- 5.1 The design and location of banners shall be done in accordance with the Downtown and Harbourfront Master Plan, and in particular, the streetscape plan prepared by Northwood and Associates, Landscape Architects. Prior to the manufacture of new banners, approval of the City through its Community Services Committee is required.
- 5.2 The City will put up and take down all vertical hanging banners on the streetscape light poles and decorative posts on a seasonal basis. The banners will be stored by the City.

- 5.3 The City will be responsible for the replacement of the banners within the OSDIA, including 2<sup>nd</sup> Avenue East and 10<sup>th</sup> Street East and West and 8<sup>th</sup> and 9<sup>th</sup> Streets East.
- 5.4 The City will put up and take down the cross street banners for the Hottest Street Sale. With the assistance of City staff, the OSDIA will apply for and obtain approval under the City's Sign By-law for cross-street banners.
- 5.5 The City will undertake and pay for the installation and removal of the cross street "Noma" style Christmas light displays on 2<sup>nd</sup> Avenue East and starburst decorations on 10<sup>th</sup> Streets East and West.
- 5.6 If the OSDIA provides any seasonal decorations such as corn stalks or greenery, the purchase will be the responsibility of the OSDIA. Installation will be done, as determined, in cooperation between the OSDIA and the City.
- 5.7 Decorations will be stored by the City.

## **6.0 WATERING**

- 6.1 The City will be responsible to water and fertilize the plants, hanging baskets and flower boxes within the OSDIA.
- 6.2 Watering and fertilizing will be done on 7 days each week based on a 2-day cycle.
- 6.3 Watering will be done by City summer staff.
- 6.4 The City will provide the truck and equipment necessary to undertake this task. There will be no charge for the use of this vehicle to the OSDIA.

## **7.0 STREET AND SIDEWALK MAINTENANCE & WASTE REMOVAL**

- 7.1 The City will use the street sweeper in the downtown core once a week from spring until fall each year. At the request of the OSDIA, the City can provide additional sweeps of the downtown at a per run cost, payable by the OSDIA to the City. There will be no charge for the weekly sweeping.
- 7.2 The City will be responsible to undertake sidewalk litter removal and maintenance at a level to be determined by the City in consultation with the OSDIA Board.
- 7.3 The City will be responsible for the maintenance of tree grates and the removal of other weeds along sidewalks and laneways in the OSDIA as City staff resources permit.
- 7.4 The City will provide replacement garbage receptacles for the downtown when necessary upon one-year notice for budget purposes.
- 7.5 The City is responsible for clean up and removal of dead animals,



hazardous materials, and debris from automotive accidents.

- 7.6 The City will continue to provide weekly downtown garbage pickup.
- 7.7 The City will provide a maximum of once daily sidewalk snow removal using the City's sidewalk plow as staff resources and equipment allow.
- 7.8 By-law 2008-046 (City of Owen Sound Snow Removal Bylaw) shall continue to apply within the OSDIA.
- 7.9 The City is responsible for notifying property owners if they are not in compliance with snow clearing/removal by-laws.
- 7.10 The City will be responsible for the removal of snowbanks within the downtown at a level of service to be determined by the City.

## **8.0 EVENTS**

- 8.1 City staff will work with the OSDIA and Marketing Committee to establish, based on the OSDIA budget, a program of annual OSDIA events/attractions. This event planning will be completed by the end of January each year.
- 8.2 City staff will work to plan, market and promote and deliver each event in accordance with the plan set and approved by the OSDIA Board.
- 8.3 City staff will report on the progress and do a wrap up of each event, including financial performance, to the OSDIA Board.

## **9.0 MARKETING AND PROMOTION**

- 9.1 City staff will work with the OSDIA Board and Marketing Committee to establish, based on the OSDIA budget, an annual plan for marketing and promotion.
- 9.2 The plan will identify print, web and social media marketing and promotion.
- 9.3 City staff will work to implement the plan and report to the OSDIA Board twice annually on the progress.

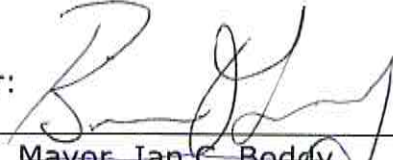
## **10.0 PARKING AND ENFORCEMENT**

- 10.1 The City and OSDIA will provide complimentary business sponsored parking in the downtown.
- 10.2 The City and OSDIA agree that enforcement toward ensuring turnover is important.
- 10.3 The City will be responsible for enforcement and to establish the level of enforcement.
- 10.4 The OSDIA will contribute on an annual basis toward the complimentary business sponsored parking an amount agreed on between the City and

the OSDIA Board. This amount would be reflected in the annual approved OSDIA budget.

- 10.5 The City and OSDIA will work together to establish a parking signage and communication strategy to implement the new complimentary business sponsored parking arrangement.

The Corporation of the City of Owen Sound

Per:   
Mayer, Ian C. Boddy  
Deputy Mayor, Brian O'Leary

Per:   
City Clerk, Briana Bloomfield

I/We have the authority to bind the Corporation

Owen Sound Downtown Improvement Area  
Board of Management

Per:   
Chair, Dave Parsons