



THE CORPORATION OF THE CITY OF VERNON

MEMORANDUM

TO: Will Pearce, Chief Administrative Officer **FILE:** 0810-30
PC: Debra Law, Director Financial Services **DATE:** November 17, 2022
FROM: James Rice, Director, Operation Services
SUBJECT: DOWNTOWN MURALS – BACKGROUND INFORMATION

At its November 14, 2022 Regular meeting, Council requested additional information regarding the downtown murals.

There are currently 28 murals in the downtown area that were completed approximately 20 years ago over the course of a number of years. In 2005, an agreement (Attachment 1) was made between the City and the Downtown Vernon Association (DVA) to establish a maintenance fund and define roles and responsibilities regarding the long term preservation of the murals. As per the agreement, both the DVA and the City contribute \$5000 per year to the Mural Maintenance Reserve. The current balance in the Mural Maintenance Reserve, held by the City, is 107,366.

The majority of the murals are located on exterior walls of buildings that are privately owned. The DVA has advised that mural agreements are also in place with individual property owners that establish the DVA as the owner of the murals with the artist owning the intellectual property rights. The City is not a party to these agreements.

The City and DVA work closely on the annual maintenance of the murals. The DVA completes annual inspections and advises Operations of any deficiencies. Minor repairs including sealing and graffiti removal are completed with a combination of City and contract forces. Any building repairs or significant repairs to the murals are managed by the DVA, often in consultation with the property owner and original artist. City forces are not involved in these larger scale repairs. At the Regular meeting of November 14, 2022, Council passed the following resolution:

"THAT Council receive the memorandum titled "Mural Maintenance" dated November 2, 2022, respectfully submitted by the Manager, Building Services;

AND FURTHER, that Council authorize the expenditure of up to \$100,100 for repair and maintenance of the downtown murals to be funded from the Mural Maintenance Reserve."

RECOMMENDATION:

THAT Council receive the memorandum titled "Downtown Murals – Background Information" dated November 17, 2022, respectfully submitted by the Director, Operation Services;

AND FURTHER, that Council directs Administration to pay the \$100,100 to the DVA as work is completed and the DVA invoices the City.

Respectfully submitted:

**James
Rice**

Digitally signed by: James
Rice
DN: CN = James Rice
email = JRice@vernon.ca
OU = COV Users, Yards
Date: 2022.11.22 14:25:26
-08'00'

James Rice,
Director, Operation Services

Attachment 1 – Mural Maintenance Agreement

This agreement made the 18th day of August, 2005

BETWEEN

THE CORPORATION OF THE CITY OF VERNON

City Hall
3400 30th Street
Vernon, BC
V1T 5E6

(the "City")

AND:

THE DOWNTOWN VERNON ASSOCIATION

#4 – 3101 29th Street
Vernon, BC
V1T 5A8

("the Association")

WHEREAS:

- A. Through the efforts of the Association and the financial support of the City, murals portraying the history of the City of Vernon were painted on buildings throughout the downtown business district;
- B. The City and the Association agree that the murals are a valuable asset to the Greater Vernon Community and mural maintenance is of primary concern;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The City agrees to establish and administer the Maintenance Fund for the Murals within the boundaries shown on Schedule "A" attached hereto.
2. The Association will commit up to \$5,000 per budget year to the Maintenance Fund. The City will deduct this \$5,000 from the Association's annual Business Improvement Area Levy allocation for deposit to the Maintenance Fund. The City agrees that the City will match or exceed the Association's contribution each budget year.
3. The Association will work with the City's Fleet and Facilities Manager to identify maintenance needs, potential contractors, materials, grants, and other matters related to the Murals.
4. The City will notify the Association as to the maintenance work that will be undertaken on the Murals; provide a cost estimate of the proposed work and the time estimated to complete the work. Statements regarding the Maintenance Fund will be supplied at the end of each calendar year.
5. All monies within the Maintenance Fund are for Mural maintenance only, with excess monies in any given year being carried over to the next year. In the event that the Maintenance Fund is dissolved, all remaining monies will be divided proportionately according to the contribution levels between the City and The Association.
6. In the event of extenuating circumstances such as vandalism causing damage to a number of Murals and where the current monies within the Maintenance Fund do not cover the cost of repair, the City will advance the required funds to refurbish the Murals, until the Maintenance Fund can be replenished.

7. The Association will assist where possible to replenish the Maintenance Fund in the event of extenuating circumstances by seeking grants or by fundraising. Grants may also be used to assist with preventative maintenance.
8. The Association shall at all times remain the owner of the copyright in the Murals and nothing in this Agreement shall give the city an explicit or implied license or right to use the Murals in any manner without the written consent of the Association.

AGREED to the day and year first above written.

The City of Vernon

Per: Bernd H. Feil
Authorized Signature

Print Name: BERND H. FEHRMANN

Downtown Vernon Association

Per: T Jones
Authorized Signature

Print Name: TERRI A. JONES

SCHEDULE "A"

(DVA BIA BOUNDARIES)

