



## COUNCIL REPORT

Report Date: June 30, 2026  
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Meeting Date: July 28, 2026  
[Submit comments to Council](#)

TO: Vancouver City Council

FROM: General Manager of Arts, Culture and Community Services in consultation with the General Manager of Real Estate, Environment and Facilities Management

SUBJECT: 1905 Ogden Avenue: New Lease Agreement for the Vancouver Maritime Museum, and Sublease Agreement for the Operation of a Floating Barge with Hydrotherapy Activities, to be Located at the Heritage Harbour Marina

### Recommendations

- A. THAT Council authorize the Director of Real Estate Services to negotiate and execute a new agreement with The Vancouver Maritime Museum Society (the "VMM") as the continuing non-profit operator and tenant for:
- (a) a lease of a portion of the lands, buildings and water lot situated at 1905 Ogden Avenue, and legally described as:  
*PID 015-770-028; District Lot 5780 Group 1 New Westminster District;*  
*PID 015-770-052; District Lot 5594 Group 1 New Westminster District;*  
*PID 015-770-010; District Lot 5781 Group 1 New Westminster District;*  
and  
*PID 015-770-079; District Lot 5593 Group 1 New Westminster District;*  
as further described in this report (the "Premises");
  - (b) non-exclusive license(s) and/or easement(s) to use portions of the lands described in clause (a) above as further described in this report for access, museum display, utilities, parking and accessory uses;
  - (c) a non-exclusive license to use a portion of the building at 1270 Chestnut Street (the Vancouver Academy of Music Building, or "Building 14") and legally described as PID 015-877-175 Remainder District Lot 3610 Group 1 New Westminster District, for storage purposes;

(collectively, the “Agreement”), on the key terms set out in Appendix A, and on such other terms and conditions satisfactory to the Director of Legal Services, the General Manager of Real Estate and Facilities Management, the General Manager of Arts, Culture and Community Services, the General Manager of Engineering Services, and the General Manager of Parks and Recreation.

As the rent under the Agreement for the Premises for the initial and any subsequent renewal terms will be below the applicable market rate and will include payment of rent in lieu of property taxes, Recommendation A constitutes an in-kind grant estimated at approximately \$790,000 per annum based on the first year of the term, with a final lease expiry of December 16, 2045 (see Financial Implications below for details), and requires a 2/3 vote of Council pursuant to Section 206(1) of the *Vancouver Charter*.

- B. THAT subject to approval of RTS 18653 “*CD-1 Rezoning: 1905 Ogden Avenue*” (referred to a July 21, 2026 public hearing on June 2, 2026), Council authorize the Director of Real Estate Services to negotiate and execute a sublease (the “Sublease”) among the City, the VMM and a third-party operator, for the operation of a floating barge with hydrotherapy activities, to be located at the Heritage Harbour marina (“Heritage Harbour”) within the Premises, as further described in this report and generally consistent with the form of development prepared by HAVN Saunas Inc. (HAVN) pursuant to RTS 18653, on the key terms set out in Appendix C, and on such other terms and conditions satisfactory to the parties identified in Recommendation A.
- C. THAT no legal rights or obligations will arise or be created by Council’s adoption of Recommendation A or B unless and until all legal documentation has been executed and delivered by the respective parties.

### **Purpose and Executive Summary**

This report recommends that Council authorise staff to negotiate and execute a new Agreement with the VMM as the continuing tenant and non-profit operator of the Premises. The key terms of the new Agreement will be substantially consistent with the current agreement, and generally based on the City’s Precedent Lease for Non-Profit Entities (Cultural/Social), as outlined in Appendix A. Approval of Recommendation A supports the VMM’s continued operation of the Vancouver Maritime Museum (the “Maritime Museum”), including stewardship of the Premises and the City-owned collection of maritime artifacts, which includes the *St. Roch* vessel, as well as its ongoing cultural programming and community service delivery.

Subject to approval of RTS 18653 (scheduled for Public Hearing on July 21, 2026) “*CD-1 Rezoning: 1905 Ogden Avenue*”, this report concurrently seeks Council approval to negotiate and execute a Sublease between the City, the VMM, and a third-party operator for the operation of a floating barge with hydrotherapy activities, to be located at Heritage Harbour, as further described in Appendix C. As outlined in RTS 18653, approval and execution of both the Lease

and Sublease are conditions of rezoning bylaw enactment for the associated Rezoning Application RZ-2026-00009.

### Council Authority/Previous Decisions

- **December 15, 1987:** Council approved the dissolution of the Vancouver Museums and Planetarium Association (“VMPA”) into the Vancouver Museum Association, the Vancouver Maritime Museum Society, and the B.C. Space Sciences Society.
- **February 21, 1989:** Council delegated authority to the Director of Finance to approve leases and renewals, including for the VMM.
- **July 18, 1995:** ([Maritime Museum Lease Modification](#)) Council approved an extension of the VMM’s lease to May 31, 2000, at nominal rent.
- **June 27, 2002:** ([RTS 02618](#)) Council approved terms for a new, fifteen-year operating/lease agreement to the VMM, at nominal rent.
- **September 2019:** Council approved *Culture|Shift: Blanketing the City in Arts and Culture Vancouver Culture Plan 2020-2029* ([RTS 13175](#)), Vancouver’s strategic 10-year framework to support arts, culture, heritage and cultural spaces through policy, partnerships, and investment.
- **November 26, 2025:** Council Motion [Buoying Up a Vibrant Vancouver](#) expressed support for the VMM’s partnership with HAVN.
- **June 2, 2026:** ([RTS 18653](#)) Council referred *CD-1 Rezoning: 1905 Ogden Avenue* to Public Hearing on July 21, 2026.

### City Manager’s Comments

The City Manager concurs with the foregoing recommendations.

### Context and Background

The Maritime Museum is one of Vancouver’s major cultural institutions and plays an impactful role in Vancouver’s cultural landscape as both a steward of a unique heritage facility and provider of public programming, connecting residents and visitors to the city’s rich maritime history. The VMM’s care of the Premises, including an active harbour and maritime collection, alongside its cultural and educational offerings, align with the Council-approved *Culture|Shift* (2019) framework and the priorities of the cultural infrastructure plan, *Making Space for Arts and Culture*. These plans recognize the vulnerability of existing cultural spaces, and establish a long-term commitment to securing, renewing, and expanding affordable cultural infrastructure through investment and partnerships. Supporting the continued operation and financial sustainability of the VMM advances these objectives by preserving an important civic asset, ensuring ongoing community access to heritage facilities and collections, and sustaining year-round cultural programming.

#### The Vancouver Maritime Museum Society (VMM)

The Maritime Museum has operated at Kits Point since 1959, initially as a City department, until becoming part of the Vancouver Museums and Planetarium Association (“VMPA”) in 1971, alongside the institutions now known as the Museum of Vancouver (“MOV”) and the H.R. MacMillan Space Centre (the “Space Centre”). Following the dissolution of the VMPA in 1987,

these entities became independent organizations operating the three major cultural institutions in Vanier and Hadden Parks today. The MOV and Space Centre each operate under long-term agreements with 2015 term start dates, both expiring December 16, 2045. While Council approved draft terms for a new 15-year lease for the VMM in 2002, the agreement was not executed, and the VMM has continued to operate in overholding, with the City's permission, under its original lease terms.

The Maritime Museum reaches thousands of participants annually through school programs, guided tours, family events, and supports equitable access through initiatives such as free admission for Indigenous visitors, subsidized programming, and low-barrier pricing models. Programming has expanded through key collaborations, including the "*Of the Saltwater*" program developed with Tsleil-Waututh Nation, the Blue Cabin floating artist residency, a permanent canoe culture exhibit with Canoe Cultures, and partnership with Afro Van Connect's Indigenous food garden, alongside joint initiatives with the MOV and Space Centre.

The VMM is also currently leading a major revitalization of the *St. Roch*, integrating Inuit-led, Indigenous storytelling and delivering an accessibility upgrade that will introduce barrier-free access and enhanced interpretation to the museum's flagship exhibit. The City has supported this work through \$290,000 in Cultural Infrastructure grants, and the VMM has secured over one million dollars in senior government funding for this project to date, with an additional \$500,000 anticipated through 2027 and 2028. Security of tenure will enhance the VMM's ability to leverage senior government and other funding opportunities, enabling continued investment in programming and infrastructure upgrades.

### Collection

The VMM stewards the City's collection of maritime art and artifacts in trust for the citizens of Vancouver. Under a March 31, 1995, agreement between the Federal Government and the City, the VMM are also custodians of marine artifacts owned by the Federal Government. VMM staff are trained in collections management best practices, including overseeing how collection items are held, cared for, acquired, and deaccessioned, in a sensitive and culturally respectful manner. The collection includes navigational instruments, fine art, photography, cartography, ship models, clothing, tools, books, archival materials and watercraft and, notably, the *St Roch*, the first ship to completely circumnavigate North America.

### Proposed HAVN Subtenancy

In summer 2025, the City was approached by the VMM regarding a potential partnership with HAVN to locate a floating sauna and spa facility at the Heritage Harbour marina. In November 2025, Council passed the motion "Buoying Up a Vibrant Vancouver", expressing support for exploring the VMM/HAVN partnership and directing staff to identify a path forward. Within this context, and consistent with the need for non-profit cultural tenants to diversify revenue sources, the proposed partnership is a potential means to enhance VMM's financial sustainability and support capital improvements to harbour infrastructure, subject to Council approval of the rezoning and fulfillment of all required conditions.

The HAVN proposal is the subject of Rezoning Application RZ-2026-00009 (RTS 18653), which seeks to rezone the site to allow museum and marina uses alongside a "beauty and wellness centre" on a floating barge. Council approval of the rezoning and enactment of the CD-1 bylaw are required prior to the partnership proceeding. As part of the rezoning process, VMM has undertaken consultation with its neighbouring cultural institutions, with unanimous support. Project engagement with xʷməθkʷəy̓əm (Musqueam), Skwxwú7mesh Úxwumixw (Squamish),

and səliwətaʔ (Tsleil-Waututh) Nations is ongoing, and will continue through subsequent permitting stages.

## **Discussion**

This report seeks to regularize the VMM's tenure through a new agreement aligned with the term and support framework of its neighbouring institutions (MOV and Space Centre), with a matching expiry of 2045. This approach supports consistency across the major institutions operating across Vanier and Hadden Parks, and the long-term stability of the Maritime Museum as a key cultural asset. Security of tenure allows the VMM to focus on public service delivery, including a diverse and evolving program of education, exhibitions, and community partnerships that activate both its facility and the surrounding grounds.

The VMM continue to meet the obligations of its existing lease agreement, which has been in overholding since May 31, 2000. The VMM is also a longstanding recipient of grants from the City's Cultural Operating Funding Institutions (COFI) program, through which it is subject to ongoing annual evaluation and reporting on its operations, collections management, governance, and programming. Through these mechanisms, VMM has demonstrated ongoing compliance with City requirements, delivery of high-quality public programming, and alignment with City cultural objectives. Staff therefore recommend regularizing VMM's tenure through a new agreement, aligned with the terms and timelines of neighbouring cultural institutions to support the VMM's continued public service delivery and long-term operational stability.

### VMM Agreement

The proposed Agreement will encompass the VMM's continued operation of the Premises, which includes the Maritime Museum building, the *St Roch* vessel and its shelter, and the Heritage Harbour. The VMM will also continue to hold a non-exclusive license for a portion of the building at 1270 Chestnut Street (the Vancouver Academy of Music Building, shown as "Building 14" in Appendix B) for the purpose of storage. The full legal description of the Premises and associated summary of responsibilities are outlined in Appendix A. The areas subject to this Agreement are depicted in the site plan attached as Appendix B.

Consistent with their current lease agreement and the support offered to the neighbouring MOV and Space Centre, under the proposed Agreement, the VMM will continue to receive in-kind support from the City, including maintenance, repair and replacement, janitorial, and security services for the Maritime Museum and the *St Roch* shelter. The VMM remains responsible for stewardship of the collection, including the *St Roch* vessel, and will be responsible for maintenance and renewal of Heritage Harbour. The VMM will continue to retain revenues associated with harbour moorage, event rentals, on-site parking, and the gift shop, in support of its operations. The Agreement will also outline expectations for collections management, in alignment with the VMM Collections Policy, professional standards and applicable legislation.

### Sublease

Subject to Council approval of RTS 18653, staff will negotiate and execute a sublease between the City, VMM, and a third-party operator for the operation of a floating barge with hydrotherapy activities, as a condition of bylaw enactment and as outlined in Appendix C. Collectively, the lease and sublease would establish roles and responsibilities related to site servicing, infrastructure, and operations, and are to be drawn to the satisfaction of the Director of Legal Services and the General Managers of Arts, Culture and Community Services, Real Estate and Facilities Management, Engineering Services, and Parks and Recreation.

## Financial Implications

In order to align with the overall terms of the MOV and Space Centre agreements, staff recommend an initial ten (10) year lease term, with two (2) renewal options, for a further five (5) and approximately four (~4) years, with a final expiry of December 16, 2045. The proposed basic rent for the initial 10-year term is to be set at a nominal rate of \$10.00, inclusive of an amount in lieu of property taxes and payable in advance. For the second and third terms (renewal options), rent will be either:

- (1) a nominal rate of Ten dollars (\$10.00), inclusive of payment of rent in lieu of property taxes;

or,

- (2) should any future Council policy establish another rent amount applicable to cultural non-profit entities occupying City buildings or space, then such amount will be the rent applicable. The aforementioned policy has not yet been developed. However, any future policy would be expected to consider the unique circumstances of individual tenants, including factors such as stewardship of civic collections, organizational financial capacity, and access to other funding sources that may offset rent obligations.

As the rent is below the applicable market rate and will include payment of rent in lieu of property taxes, this is considered an in-kind grant estimated at \$790,000 annually, based on the first year of the term, minus the nominal rate or rent amounts charged; however, the precise grant value is difficult to determine due to the unique design and use of the facility, which limits direct market comparison. Any charge under (2) would reduce the amount of the total grant in the second and third terms (renewal options).

In alignment with Recommendation 10 of the [Office of the Auditor General's Audit of Childcare, Cultural and Social Non-Profit Leases](#), the following additional financial context is provided for Council's information:

- The City provides approximately ~\$480,000 in maintenance and operational support per annum, including security, staffing, maintenance and utilities<sup>1</sup>.
- The City's Annual Capital cost estimate, which is based on current replacement value of the building x 1% per year, assuming the current \$17.66/sq ft replacement cost for 2026, is \$463,000 per annum<sup>2</sup>.

### Sublease:

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<sup>1</sup> The value of the City's maintenance expenses fluctuates by year and depending on need. The estimate is derived from recent yearly data attributed directly to the VMM or, where costs applicable to the Vanier-Hadden Park tenancies could not be directly attributed by facility, they were allocated based on square footage.

<sup>2</sup> This number is based on projected facility needs. Any actual capital maintenance would be subject to available funding.

Subject to approval of RTS 18653, the proposed Sublease is expected to provide financial contributions to the VMM through a subtenancy arrangement with a third-party operator for the operation of a floating barge with hydrotherapy activities. The Sublease and associated operations within the Heritage Harbour will create no new financial or maintenance obligations for the City. The VMM will retain responsibility for maintenance and renewal of Heritage Harbour, and it is anticipated that the operator will be required to invest in and upgrade the Heritage Harbour's electrical systems and other associated infrastructure to support its operations.

### **Legal Implications**

No legal rights or obligations shall arise or be created by Council's adoption of Recommendations A and B unless and until all legal documentation has been executed and delivered by the respective parties.

Recommendation A constitutes a grant and requires at least 8 affirmative votes of Council, per Section 206(1) of the Vancouver Charter.

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## APPENDIX A

### Vancouver Maritime Museum – Key Agreement Terms

Cultural Facility: Vancouver Maritime Museum

Operator (Tenant): The Vancouver Maritime Museum Society

Civic Address of Premises: 1905 Ogden Avenue

Description:

A portion of the lands and buildings situated at 1905 Ogden Avenue, and legally described as:

*PID 015-770-028; District Lot 5780 Group 1 New Westminster District;  
PID 015-770-052; District Lot 5594 Group 1 New Westminster District;  
PID 015-770-010; District Lot 5781 Group 1 New Westminster District; and  
PID 015-770-079; District Lot 5593 Group 1 New Westminster District;*

*The following summarizes key high-level terms of the proposed Agreement. Full details and conditions will be set out in the final lease agreement.*

Term and Renewals: Initial term of ten (10) years, with two (2) options to renew, for a further five (5) years and approximately four (~4) years, with a final lease expiry of December 16, 2045, aligned with the MOV and Space Centre.

Each renewal option is conditional upon the City being satisfied that the VMM has the capacity to operate, maintain and program the premises in accordance with the agreement terms and the public service requirements for the duration of the renewal term contemplated.

Total Rent: Nominal rent of Ten dollars (\$10.00) for the initial 10-year term, inclusive of payment of rent in lieu of property taxes, payable in advance. For the second and third terms (renewal options), rent will be either:

(1) a nominal rate of Ten dollars (\$10.00), inclusive of payment of rent in lieu of property taxes;

or,

(2) should any future Council policy establish another rent amount applicable to cultural non-profit entities occupying City buildings or space, then such amount will be the rent applicable. The aforementioned policy has not yet been developed. However, any future policy would be expected to consider the unique circumstances of individual tenants, including factors such as stewardship of civic collections, organizational financial capacity, and access to other funding sources that may offset rent obligations.

This grant is estimated at \$790,000 annually, based on the first year of the term, minus the nominal rate or rent amounts charged. Any charge under (2) would reduce the amount of the total grant in the second and third terms (renewal options).

Form of Agreement, SLA and PSR: The Agreement will be generally based on the City's Precedent Lease for Non-Profit Entities (Cultural/Social) and will be substantially consistent with the VMM's current agreement.

The Agreement will include a Service Level Agreement ("SLA") and Public Service Requirements ("PSR") as schedules to be attached to and forming part of the agreement. The Agreement will require compliance with the current VMM Collections Policy as amended by the City and VMM from time to time.

In addition to standard requirements and restrictions regarding subleases and licenses to third-parties, the Agreement will include rights and responsibilities related to anticipated sublease of a portion of Heritage Harbour for occupancy and operation of the floating facility with hydrotherapy activities, including provisions related to site servicing, utilities, infrastructure installation and maintenance, regulatory compliance, environmental protection, and decommissioning requirements, consistent with applicable City by-laws and external regulatory approvals.

Lease Premises Area:

The areas to be leased under this Agreement are:

- "Maritime Museum Building" as shown on Appendix B; and
- "Heritage Harbour" as shown as Appendix B.

Licences and/or Easements:

The Agreement will include non-exclusive licences or easements including, but not limited to:

- Access over the "Maritime Grounds" and portions of the "Breakwater" as shown on Appendix B;
- Use and operation of parking lot within "Maritime Grounds" shown on Appendix B;
- Installation, use, and removal of utilities within a to-be-defined corridor within "Breakwater" shown on Appendix B; and
- Storage use within an approximately 1,500 square foot portion of "Building 14" at 1270 Chestnut Street, shown on Appendix B.

Site Support, Revenues & Responsibilities: The VMM will continue to receive in-kind support from the City, including maintenance, repair and replacement, janitorial, and security services for the museum building and the St. Roch shelter.

The VMM remains responsible for stewardship of the City's collection, including the *St. Roch* vessel, and the care of federally owned artifacts. The VMM will be responsible for maintenance and renewal of Heritage Harbour, including associated harbour infrastructure, such as hydro and water lines. In support of its operations, the VMM will continue to retain revenues associated with Heritage Harbour, events, on-site parking, and the gift shop.

RTS 18653: Subject to Council's approval of RTS 18653 "CD-1 Rezoning: 1905 Ogden Avenue", all lease conditions specified in Appendix B, Part 2, rezoning condition 2.3 will be reflected in lease terms. Enactment of said CD-1 amendment bylaw is a precondition to commencement of any floating spa use by subtenant.

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## APPENDIX B

### Site Plan



*Note: The depiction of the Breakwater area is for illustrative purposes only. The license/easement areas for utilities corridor, vehicular access and pedestrian access will each be located within the Breakwater area but not extend to the full Breakwater as shown above. The final location and scope of access rights and operational restrictions will be established in the legal agreements.*

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## APPENDIX C

### Key Sublease Terms

Civic Address of Premises: 1905 Ogden Avenue

Description of Sublease Area: A portion of District Lots 5594, 5781, and 5593, being one berth area within the heritage harbour, to be determined.

*The following summarizes key high-level terms of the proposed sublease. Full details and conditions will be set out in the final sublease agreement.*

Form of Agreement: The Sublease will be a tripartite agreement between the City, the third-party operator, and the VMM.

Site Support & Responsibilities: The sublease will establish the operator's rights and responsibilities with respect to occupancy and operation of the floating facility within Heritage Harbour, flowing from the rights the City granted to VMM under the lease Agreement. This includes provisions related to site servicing, utilities, infrastructure installation and maintenance, regulatory compliance, environmental protection, and decommissioning requirements, consistent with applicable City by-laws and external regulatory approvals.

The sublease will also include insurance and indemnity provisions satisfactory to the Director of Legal Services in favour of the City, including requirements for the operator to maintain appropriate insurance coverage for its operations and infrastructure, and to indemnify, defend and save harmless the City from claims, liabilities, damages, losses and costs arising from the occupancy, operation, maintenance or removal of the floating facility and related improvements.

The sublease will not create additional financial or maintenance obligations for the City. The operator will be responsible for costs associated with its operations, including required servicing and infrastructure, and for compliance with all regulatory requirements.

The VMM will retain responsibility for overall management and maintenance of Heritage Harbour.

RTS 18653: Enactment of CD-1 amendment bylaw for 1905 Ogden Avenue is a precondition to commencement of any floating spa use by subtenant.

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