

AMENDED AGENDA
REGULAR COMMITTEE OF THE WHOLE MEETING
SHAW AUDITORIUM, 80 COMMERCIAL STREET, NANAIMO, BC
MONDAY, 2014-JUN-16, AT 4:30 P.M.

1. **CALL THE REGULAR COMMITTEE OF THE WHOLE MEETING TO ORDER:**

2. **INTRODUCTION OF LATE ITEMS:**

- Delete Item 6 (a) – 2013 Annual Municipal Report
- Item 8 (b) - 25 Victoria Road – Management of Community Performing Arts Centre – add Delegation from Mr. Jim Taylor
- Add Item 12 (b) – Delegation from Ms. Janet Irvine re: cancellation of the broadcast of the Leadercast event at the Vancouver Island Conference Centre

3. **ADOPTION OF AGENDA:**

4. **ADOPTION OF MINUTES:**

- (a) Minutes of the Regular Committee of the Whole Meeting held in the Shaw Auditorium, 80 Commercial Street, on Monday, 2014-MAY-05 at 4:30 p.m.

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5. **PRESENTATIONS:**

NONE

6. **ADMINISTRATION:**

- (a) — ~~**2013 Annual Municipal Report**~~

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7. **CORPORATE SERVICES:**

NONE

8. **COMMUNITY SERVICES:**

(a) **Sponsorship Policy for City of Nanaimo**

To be introduced by Ms. Suzanne Samborski, Senior Manager, Culture and Heritage and Mr. Philip Cooper, Communications Manager.

Purpose: To provide Council with information regarding municipal sponsorship opportunities.

Staff Recommendation:

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That Council:

1. approve the development of a sponsorship policy for the City of Nanaimo;
2. support the creation of a six-member subcommittee drawn from the Culture and Heritage Commission and the Parks and Recreation Commission; and,
3. direct Staff to present a draft policy respectively to the Parks and Recreation Commission and Culture and Heritage Commission for feedback and recommendations prior to bringing forward to Council.

(b) **25 Victoria Road – Management of Community Performing Arts Centre**

Purpose: To enter into a three year agreement with the Harbour City Theatre Alliance to manage a community performing arts centre at 25 Victoria Road.

Delegations:

1. Mr. Jim Taylor

Staff Recommendation: That the Management of Community Performing Arts Centre RFP No. 1526 for 25 Victoria Road be awarded to the Harbour City Theatre Alliance for a three (3) year term, and that the City enter into a licence of use agreement with the Alliance.

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(c) **2014 Community Service Grant Program**

Purpose: To outline the Committee's recommendations on a 2014 Community Service Grant allocation.

Committee Recommendation: That Council allocate a 2014 Community Service Grant to the Nanaimo Old City Association in the amount of \$775 for construction of community bookcases.

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9. **CORRESPONDENCE (not related to a Report to Council):**

(a) Letter dated 2014-MAY-07 from Mr. John Lee, President, and E. T. Turner, Vice President, Vancouver Island Rainbow Association, in support of Council's decision to cancel the broadcast of the Leadercast event at the Vancouver Island Conference Centre.

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(b) Letter dated 2014-MAY-21 from Dr. James Lunney, MP, advising of concerns regarding Council's decision to cancel the broadcast of the Leadercast event at the Vancouver Island Conference Centre.

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(c) Letter dated 2014-MAY-23 from Ms. Jean Crowder, MP, in support of Council's decision to cancel the broadcast of the Leadercast event at the Vancouver Island Conference Centre.

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10. **NOTICE OF MOTION:**

11. **OTHER BUSINESS:**

12. **DELEGATIONS (not related to a Report to Council): (10 MINUTES)**

(a) Mr. Darcy Siggelkow, Lead Pastor, Generations Church, and Pastors of the Nanaimo Evangelical Fellowship regarding Council's decision to cancel the broadcast of the Leadercast event at the Vancouver Island Conference Centre and request that Council rescind the motion passed at the 2014-MAY-05 Committee of the Whole Meeting.

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(b) Ms. Janet Irvine regarding the cancellation of the broadcast of the Leadercast event at the Vancouver Island Conference Centre.

13. **QUESTION PERIOD: (*Agenda Items Only*)**

14. **PROCEDURAL MOTION:**

That the meeting be closed to the public in order to deal with agenda items under the *Community Charter* Section 90(1):

- (c) labour relations or other employee relations;
- (g) litigation or potential litigation affecting the municipality;

- (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (n) the consideration of whether a Council meeting should be closed under a provision of this subsection or subsection (2); and,

Community Charter Section 90(2):

- (b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.

15. **ADJOURNMENT:**

ACTING MAYOR: COUNCILLOR GREVES
2014-JUN-09 to 2014-JUL-27

MINUTES
REGULAR COMMITTEE OF THE WHOLE MEETING
SHAW AUDITORIUM, 80 COMMERCIAL STREET,
MONDAY, 2014-MAY-05 AT 4:30 P.M.

PRESENT: Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick (arrived at 4:33 p.m.)
Councillor M. D. Brennan (arrived at 4:32 p.m.)
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager
T. M. Hickey, General Manager of Community Services
I. Howat, General Manager of Corporate Services
B. E. Clemens, Director of Finance
T. P. Seward, Director of Social & Protective Services
D. Lindsay, Director of Community Development
B. Prokopenko, A/Director of Engineering & Public Works
B. Corsan, Manager of Real Estate
J. Horn, Social Planner
D. Duncan, Manager of Financial Planning
G. Ferrero, Director of Information Technology & Legislative Services
C. Jackson, Manager of Legislative Services
K. King, Recording Secretary

1. **CALL THE OPEN MEETING TO ORDER:**

The Regular Committee of the Whole Meeting was called to order at 4:30 p.m.

2. **INTRODUCTION OF LATE ITEMS:**

- (a) Add Agenda Item 11 (a) – Other Business - Councillor Pattje to present a motion for Council's consideration.

3. **ADOPTION OF AGENDA:**

It was moved and seconded that the Agenda, as amended, be adopted. The motion carried unanimously.

4. ADOPTION OF MINUTES:

It was moved and seconded that the Minutes of the Regular Committee of the Whole Meeting held in the Shaw Auditorium, 80 Commercial Street, on Monday, 2014-APR-07 at 4:30 p.m. be adopted as circulated. The motion carried unanimously.

5. CORPORATE SERVICES:

(a) Delegations pertaining to the 2014-2018 Financial Plan

1. Mr. Robert Fuller spoke regarding concerns for the lack of public input into the 2014-2018 Financial Plan, requested that the surplus funds from 2013 be directed to reduction of taxes for 2014 and suggested other options for further cost savings.

(b) 2014 Grants Advisory Committee Recommendation

It was moved and seconded that Council:

1. deny the Nanaimo 7-10 Club Society's Other Grant request to have rent reduced by 50 percent from 2014-JAN-01 to 2015-DEC-31 (50 percent rent reduction represents \$776.75 per month, or a total of \$9,321.00 for 12 months);
2. award the Nanaimo 7-10 Club Society an Other Grant in the amount of \$4,660.50 to have their rent reduced by 25 percent for a one-year period from 2014-JAN-01 to 2014-DEC-31, and that it be funded from Council Contingency; and,
3. deny the Canadian Red Cross Society a grant in the amount of \$5,000 from the Other Grant fund for renovation costs at the Nanaimo Red Cross facility at 2525 McCullough Road.

The motion carried.

Opposed: Councillor Kipp

6. COMMUNITY SERVICES:

(a) Appointment of Bylaw Enforcement Officer

It was moved and seconded that Council appoint Nathan Harben as a Bylaw Enforcement Officer to enforce the provisions of City of Nanaimo "Licensing and Control of Animals Bylaw 1995 No. 4923" and "Parks Recreation and Culture Regulation Bylaw 2008 No. 7073". The motion carried unanimously.

7. OTHER BUSINESS:

(a) Councillor Pattie – Proposed Motion –Vancouver Island Conference Centre Events

It was moved and seconded that the City of Nanaimo advise the VICC that as owners of the facility, any events that are associated with organizations or people that promote or have a history of divisiveness, homophobia, or other expressions of hate not be permitted and as such, advise the VICC not to permit in a City owned facility, the upcoming Leadercast event that is scheduled for 2014-MAY-09. The motion carried.

Opposed: Councillor McKay

8. DELEGATIONS (not related to a Report to Council):

- (a) Ms. Sandra Larocque spoke regarding safety issues and the need for traffic lights at the intersection of Haliburton Street and Highway 19A.
- (b) Ms. Martha Cosco and Mr. Kevan Griffith, Shelter Coordinator, Unitarian Extreme Weather Shelter, thanking Council for funds and providing an update regarding shelter usage.

9. QUESTION PERIOD:

- Mr. Fred Taylor, re: potential service reduction by Fire Department for medical emergency calls, Haliburton Street and Highway 19A intersection

10. PROCEDURAL MOTION:

It was moved and seconded that the meeting be closed to the public in order to deal with agenda items under the *Community Charter* Section 90(1):

- (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- (e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (n) the consideration of whether a Council meeting should be closed under a provision of this subsection or subsection (2); and,

Community Charter Section 90(2):

- (b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party.

The motion carried unanimously.

Council moved into "In Camera" at 5:29 p.m.

Council moved out of "In Camera" at 8:27 p.m.

11. ADJOURNMENT:

It was moved and seconded at 8:27 p.m. that the meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

City of Nanaimo

REPORT TO COUNCIL

DATE OF MEETING: 2014-JUNE-16

AUTHORED BY: P. COOPER, COMMUNICATIONS MANAGER

RE: 2013 ANNUAL MUNICIPAL REPORT

STAFF RECOMMENDATION:

That Council approve the 2013 Annual Municipal Report.

PURPOSE:

To obtain Council's approval of the 2013 Annual Municipal Report as required by the *Community Charter*.

DISCUSSION:

As set out in Section 93 of the *Community Charter*, each year communities across British Columbia are required to publish an annual report outlining their municipal objectives and the progress made towards achieving these objectives over the past 12 months. This year marks the 11th annual report the City of Nanaimo has published. The report contains the following components and covers the year ended 2013-DEC-31.

- City Profile
- Message from the Mayor
- Nanaimo City Council
- Message from the City Manager
- City Department Descriptions
- Corporate Strategic Plan Pillars Progress Report
- Corporate Strategic Plan Priorities Progress Report
- Annual Financial Statements

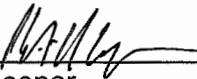
The objectives of a municipality are diverse and complex and there are many ways to present the material contained in this report. The approach taken for 2013 meets the requirements of the *Community Charter* and provides information to the citizens of Nanaimo. The municipal objectives and performance measures contained in this report are reviewed and revised annually.

The values included in the permissive tax exemptions list are only those amounts that are discretionary and authorized by Council. Where portions of the exemptions are statutory (e.g., churches) those amounts are not included. Only values relating to taxation for municipal purposes are included (schools, hospitals, RDN are not included).

☐ Council
☒ Committee of the Whole
☒ Open Meeting
☐ In-Camera Meeting
+ Date 2014-JUN-16

A draft of the 2013 Annual Municipal Report has been available to the public on the City website since 2014-JUN-09. The Community Charter requires that the annual report be considered by Council no later than 2014-JUN-30.

Respectfully submitted,



P. Cooper
Communications Manager

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2013-JUN-03

City of Nanaimo

REPORT TO COUNCIL

DATE OF MEETING: 2014-JUN-16

AUTHORED BY: PHILIP COOPER, MANAGER
CORPORATE COMMUNICATIONS

SUZANNE SAMBORSKI, SENIOR MANAGER
CULTURE AND HERITAGE DEPARTMENT

RE: SPONSORSHIP POLICY FOR CITY OF NANAIMO

STAFF RECOMMENDATION:

That Council :

1. approve the development of a sponsorship policy for the City of Nanaimo;
2. support the creation of a six-member subcommittee drawn from the Culture and Heritage Commission and the Parks and Recreation Commission; and
3. direct staff to present a draft policy respectively to the Parks and Recreation Commission and Culture and Heritage Commission for feedback and recommendations prior to bringing forward to Council.

PURPOSE:

To provide Council with information regarding municipal sponsorship opportunities.

BACKGROUND:

Sponsorships provide an effective means of generating new revenue streams and alternative resources to support facilities, events and programs for all organizations. Sponsorship agreements differ from donation, grants and/or gifts for which there is no recognition or compensation expected. In a sponsorship agreement, the corporate sponsor expects a return on investment based on a marketing strategy via name and brand recognition.

Through the budget review, Council indicated a desire to review the broader opportunities of sponsorship. As part of developing a sponsorship program, it is recommended, under current best practices, that a first step is to establish a sponsorship policy to develop a standard City of Nanaimo usage and process that will also apply to groups and organizations operating in City of Nanaimo buildings or land.

At the 2013-NOV-06 Special Committee of the Whole Meeting, Council passed a motion to direct Staff to schedule a Special Committee of the Whole Meeting focusing on sponsorship, to be guided by a specialist in the industry.

☒ Council
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☒ Open Meeting
☐ In-Camera Meeting
Meeting Date: 2014 Jun 16

On 2013-DEC-17, Council attended a Special Committee of the Whole Meeting regarding a discussion on municipal sponsorship opportunities and challenges led by The Partnership Group. At that meeting, Council passed a motion that Staff be directed to prepare a report to Council outlining the framework for future Council discussion regarding municipal sponsorship opportunities.

To address concerns raised by Council and the community that any formal sponsorship program consider Nanaimo's not-for-profits and community organizations' reliance on sponsorship and donations, it is recommended that Council direct staff to present the draft policy to the Parks and Recreation Commission and the Culture and Heritage Commission for feedback and recommendations.

Process of Developing a Corporate Sponsorship Program:

1. Identify the needs of the organization
2. Develop a policy criteria to be considered when evaluating potential sponsors and proposals.
3. Establish guidelines that will act as guiding principles during the negotiation of sponsorship agreements.
4. Take an inventory of the opportunities related to a specific asset i.e. naming rights, banking services, telecommunications services, and product placement. Apply established valuation metrics to identified assets.
5. Create a list of prospect sponsors and arrange for meeting to discuss their needs/goals when considering sponsorship opportunities.
6. Build sponsorship packages based on established inventory list and sponsor needs. Provide different value levels based on the sponsors' needs, not preset packages of assets.
7. Negotiate terms.
8. Once an agreement is in place, deliver on fulfillment and maintain relationship.

If developed, the City of Nanaimo welcomes opportunities to enhance our services through sponsorship opportunities with corporate partners. A sponsorship policy would help to identify factors to be considered as sponsorship agreements are established. It would also provide consistency between agreements in terms of value.

STRATEGIC PLAN IMPLICATIONS:

The concept of developing community partnerships and sponsorship arrangements is in-line with the City of Nanaimo's Strategic Plan priorities including, Asset Management - the stewardship of Current Infrastructure and Facilities; and Community Building Partnerships.

Asset Management:

Creating additional revenue streams gives the City more financial capacity for capital projects.

Community Building Partnerships:

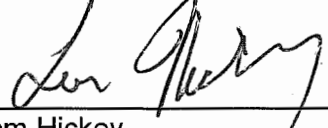
Sponsorship involves long-term relationship building between potential funders and the City of Nanaimo. These partnerships can be leveraged to assist other groups and organizations at the grass-roots levels through expanded funding opportunities as the relationship develops.

Respectfully submitted,


Philip Cooper
MANAGER
CORPORATE COMMUNICATIONS


Suzanne Samborski
SENIOR MANAGER
CULTURE AND HERITAGE

Concurrence by:


Tom Hickey
GENERAL MANAGER
COMMUNITY SERVICES

CITY MANAGER COMMENT:

I concur with the staff recommendation.

2014-APR-29
File: 7710-01-S01 Sponsorship Policy
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City of Nanaimo

REPORT TO COUNCIL

DATE OF MEETING: 2014-JUN-16

AUTHORED BY: CHRIS SHOLBERG, CULTURE/HERITAGE PLANNER
CULTURE & HERITAGE DEPARTMENT

RE: 25 VICTORIA ROAD – MANAGEMENT OF COMMUNITY PERFORMING ARTS CENTRE

STAFF RECOMMENDATION:

That the Management of Community Performing Arts Centre RFP No. 1526 for 25 Victoria Road be awarded to the Harbour City Theatre Alliance for a three (3) year term, and that the City enter into a license of use agreement with the Alliance.

PURPOSE:

To enter into a three (3) year agreement with the Harbour City Theatre Alliance to manage a community performing arts centre at 25 Victoria Road.

BACKGROUND:

At its 2014-APR-07 meeting, Council directed Staff to issue a Request for Proposals (RFP) to manage 25 Victoria Road to a maximum operating grant of \$11,350 per year as a rehearsal and performance space. This direction was provided in response to the current operator's decision to discontinue management of the facility at 25 Victoria Road (effective 2014-JUN-30).

Based on this direction, an RFP was prepared and issued on 2014-APR-11. As part of the submission process, a mandatory proponent's meeting and building tour was held 2014-APR-23 which was attended by representatives of three (3) local non-profit groups, and one (1) for-profit production company.

One (1) proposal submission was received from the Harbour City Theatre Alliance by the RFP deadline date (2014-MAY-23).

DISCUSSION:

The Harbour City Theatre Alliance proposal was reviewed by a staff selection committee using the following evaluation criteria and weighting:

- Proven facility, program and/or project management experience (25%)
- Organizational capacity and ability (25%)
- A viable, self-sufficient business plan (25%)
- A marketing plan (15%)
- Interview (10%)

☐ Council
☒ Committee of the whole
☒ Open Meeting
☐ Camera Meeting
2014 Jun 16

Forming in response to the RFP, the Alliance is an organization dedicated to fostering and supporting a vibrant Nanaimo arts scene. Though new, the Alliance board and management are experienced professionals with a long history of working in the performing arts sector.

The submission was complete and met the evaluation criteria. Based on the submission and a follow up interview with representatives of the Harbour City Theatre Alliance, the Alliance has the necessary experience and organizational capacity to successfully manage the theatre facility at 25 Victoria Road.

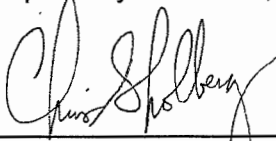
Staff recommend that Council award management of the community performing arts centre at 25 Victoria Road to the Harbour City Theatre Alliance for a three (3) year term, and enter into an license of use agreement (see Schedule A).

STRATEGIC PLAN IMPLICATIONS:

Continued support for small rehearsal and performance spaces supports Council's Strategic Plan goal of Cultural Vitality (Creativity, Diversity, Heritage and Innovation), and helps ensure that Nanaimo continues to have a strong and vibrant culture.

The City's primary goal with respect to community performing arts centres is to create a vibrant, affordable, and self-sufficient home for small scale theatre and performance events which contribute to Nanaimo's cultural vitality on a frequent and continuing basis.

Respectfully submitted,

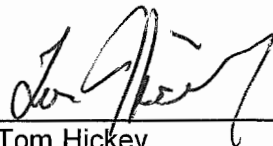


Chris Sholberg
CULTURE/HERITAGE PLANNER
CULTURE & HERITAGE

Concurrence by:



Suzanne Samborski
SENIOR MANAGER
CULTURE & HERITAGE



Tom Hickey
GENERAL MANAGER
COMMUNITY SERVICES

CITY MANAGER COMMENT:

I concur with the staff recommendation.

SCHEDULE A

LICENCE OF USE

DATED FOR REFERENCE THE _____ DAY OF _____, 2014

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, British Columbia
V9R 5J6
(the "City")

OF THE FIRST PART

AND:

HARBOUR CITY THEATRE ALLIANCE SOCIETY (INC. NO.S62709)
25 Victoria Road
Nanaimo, British Columbia
V9R 4N9
(the "Society")

OF THE SECOND PART

WHEREAS:

- A. The City is the registered owner in fee simple of those lands located at 25 Victoria Road, Nanaimo, British Columbia, legally described as PID: 001-677-501, LOT 4, BLOCK AA, SECTION 1, NANAIMO DISTRICT, PLAN 584 except parcel A (DD9405N) and parcel B (DD11647N) of said lot (the "Land") and the City owns a building located on the Land (the "Building") (together, the Land and the Building comprise "25 VICTORIA ROAD");
- B. The Society is a not-for-profit society and wishes to licence 25 VICTORIA ROAD, and the City wishes to grant a licence of 25 VICTORIA ROAD to the Society on the terms and conditions set out in this Licence and Operating Agreement;
- C. This Agreement is intended to provide the terms of reference for the occupancy and operation of 25 VICTORIA ROAD and the obligations of the Society and City in that regard;

NOW THEREFORE in consideration of the foregoing and the mutual covenants and agreements set out in this Agreement and the payment of **One (\$1.00) Dollar** plus applicable tax, by the Society to the City (the receipt and sufficiency of which the City acknowledges), the parties covenant and agree each with the other as follows:

- 1. **Licence To Occupy** – The City hereby grants to the Society the contractual right to use and occupy 25 VICTORIA ROAD subject to all of the terms and conditions including earlier termination as set out in this Agreement. The Licencee shall pay an administration fee to the City, the sum of **One Hundred Twenty Five (\$125.00) Dollars** plus applicable tax, upon the execution of this agreement.

2. **Term** – The Society shall have the right to occupy 25 VICTORIA ROAD for a term of **three (3) consecutive years (the “Term”), commencing July 1st, 2014 and ending June 30th, 2017** unless earlier terminated in accordance with the terms and conditions of this Agreement at which date the right to occupy shall cease.
3. **Renewal Option** – If the Society wishes to renew this Agreement, the Society may, by providing notice to the City at least six (6) months before the expiry of the Term, request a renewal of this Agreement. If, upon receiving such request, the City wishes, in its sole discretion, to accept the requested renewal of this Agreement, it will provide notice of acceptance of renewal to the Society and upon giving such notice this Agreement will be renewed, on the same terms and conditions (excluding this right of renewal), for a **further term of two (2) years commencing July 1, 2017 and expiring June 30, 2019.**
4. **Taxes** – The Licencee shall pay all taxes, rates, duties and assessments whatsoever whether federal, provincial, municipal or otherwise charged upon the Licencee or the City as a result of the Licencee's occupation of or use of the Land and Building. Without in any way restricting the generality of the foregoing, the Licencee shall pay to the City, G.S.T. of 5% on the Licence fee.
5. **Society as Operator** – The Society shall operate 25 VICTORIA ROAD for the Term in accordance with and subject to the terms and conditions set forth in this Agreement. The City will designate a representative to deal on its behalf with the affairs of 25 VICTORIA ROAD, herein after called the “City Representative”. The Society will designate a representative to deal on its behalf with the affairs of 25 VICTORIA ROAD, herein after called the “Society Representative”.
6. **Rules and Regulations** – The Society shall make such policies and procedures as are required to provide for the proper operation of 25 VICTORIA ROAD provided that such rules and regulations shall not be inconsistent with:
 - (a) the bylaws of the Society;
 - (b) the provisions, terms and conditions of this Agreement; and
 - (c) all applicable Federal, Provincial and City laws, by-laws and regulations.
7. **Access and Use** – The Society shall only use 25 VICTORIA ROAD for the purpose of a performing arts centre including arts and community events, productions, rehearsal, set construction, offices and storage. The Society shall use 25 VICTORIA ROAD to accommodate any and all activity consistent with the Society's vision and plans for a performing arts centre. Access to and use of 25 VICTORIA ROAD by members of the Society and by the general public shall be in accordance with guidelines developed by the Society for the operation of 25 VICTORIA ROAD, drawing where appropriate on relevant guidelines contained in City documents. There is no off street parking on site.
8. **Programming and Operation** – The Society shall be responsible for all aspects of the operation of 25 VICTORIA ROAD (save those exclusively to be performed by the City as described in this Agreement) including without limitation:
 - (a) all programming and booking of events in 25 VICTORIA ROAD;

- (b) all responsibilities and functions delegated by the Society to its Society Representative who will have responsibility for operation of 25 VICTORIA ROAD.

9. **Society's Covenants** – The Society covenants and agrees with the City:

- (a) to provide all equipment, furnishings, and supplies that may be required to use 25 VICTORIA ROAD for the purpose of this Agreement;
- (b) not to do, suffer or permit anything in, on, or from 25 VICTORIA ROAD that may be or become a nuisance or annoyance to the owners, occupiers or users of adjoining lands or to the public, including the accumulation of rubbish or unused personal property of any kind;
- (c) not to do, suffer or permit any act or neglect that may in any manner directly or indirectly cause injury to 25 VICTORIA ROAD or to any fixtures or appurtenances thereon. No changing of locks or alarms without providing City a key or code. No smoking. No drinking alcohol without a licence and not to exceed posted building occupancy capacity.
- (d) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of 25 VICTORIA ROAD, including without limitation, all taxes, levies, charges and assessments, permit and licence fees, repair and maintenance costs (other than those for which the City is expressly responsible pursuant to this Agreement), electricity, cable TV, internet, heat, natural gas, telephone, security installation and monitoring, water and sewage disposal and garbage and recycling contracts;
- (e) except for those items for which the City is expressly responsible pursuant to this Agreement, to repair and maintain 25 VICTORIA ROAD and all fixtures and appurtenances thereon in a safe, clean and sanitary condition and to take all reasonable precautions to ensure the safety of all persons using 25 VICTORIA ROAD;
- (f) to contract the maintenance of fire extinguishers and to maintain sprinklers below the high pressure valves to authorized maintenance firms acceptable to the City.
- (g) To maintain and repair 120 volt electrical circuits including circuit breakers or fuses.
- (h) To familiarize themselves and ensure Sub-Licencees are familiar with posted emergency evacuation floor plans located on each floor.
- (i) to keep the areas immediately adjacent to 25 VICTORIA ROAD free of any rubbish and debris originating from 25 VICTORIA ROAD. Graffiti on the exterior of 25 VICTORIA ROAD to be removed;
- (j) The Licencee will not bring on, deposit, store, spray or apply nor cause or permit to brought on, deposited, stored, sprayed or applied on the Land and Building any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Land and Building or any water on the Land and Building.

- (k) to carry on and conduct its activities on 25 VICTORIA ROAD in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force and to obtain all required approvals and permits thereunder and not to do or omit to do anything in, on or from 25 VICTORIA ROAD in contravention thereof.

10. Repairs by the City –

- (a) If the Licencee fails to repair or maintain the Land and Building or any structure or improvements on the Land and Building in accordance with this Agreement, the City may, by its agents, employees or contractors enter the Land and Building and make the required repairs or do the required maintenance and the cost of the repairs or maintenance shall be a debt due from the Licencee to the City;
- (b) In making the repairs or doing the maintenance the City may bring and leave upon the Land and Building the necessary materials, tools and equipment and the City shall not be liable to the Licencee for any inconvenience, annoyance, loss of business or other injuries suffered by the Licencee by reason of the City effecting the repairs or maintenance;
- (c) The Licencee releases the City, its elected and appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Licencee may have against any or all of them in respect of this Agreement or its performance or its breach except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the City, its elected and appointed officers, employees and agents.
- (d) The City shall maintain and repair the roofs, exterior walls, foundations, heating and ventilation systems and site civil services exterior to the building. By making such repair(s), the City agrees to take into consideration the use of 25 Victoria by the Society.
- (e) The City shall maintain and repair high voltage electrical system including the step down transformers, backup generator and feed to property including transfer panel.
- (f) The City shall maintain and repair high pressure water up to and including pressure reduction valve, annual certification of the boilers, fire suppression high pressure valves and fire alarms.
- (g) The City shall be responsible for the maintenance of and snow removal from walkways and sidewalks.

- 11. Improvements and Alterations –** The Society must not make any improvements, extensions, installations, alternations, additions or renovations to 25 VICTORIA ROAD, or alter the existing state of 25 VICTORIA ROAD in any way, including new or revised signage, without the prior written consent of the City. If the City gives such consent, the Society must obtain the City's prior approval of drawings and specifications for such work. The work must be performed strictly in accordance with the approved drawings and specifications and must comply with any conditions the City imposes with that approval.

12. **Ownership of Improvements** – Any improvements carried out to 25 VICTORIA ROAD shall, upon their completion, become the property of the City and shall be left in 25 VICTORIA ROAD following termination of this Agreement. If any chattels owned by the City are in the building upon commencement of this Licence, a list shall be drafted as an amendment to the Licence.
13. **25 VICTORIA ROAD Accepted “As Is”** – The Society acknowledges and agrees that the City has made no representations or warranties with respect to 25 VICTORIA ROAD or the suitability of 25 VICTORIA ROAD for the Society’s intended use and the Society hereby agrees to use and occupy 25 VICTORIA ROAD on an “as is” basis and condition.
14. **Powers and Duties of the Society** – The Society shall be responsible for:
 - (a) the negotiation of all Sub-Licence Agreements with third parties for the use or occupancy of office space at 25 Victoria Road;
 - (b) the general administration of 25 VICTORIA ROAD and, without limiting the generality of the foregoing, this shall include all expenses incurred in the operation of 25 VICTORIA ROAD. Council may, pursuant to the *Community Charter*, grant the Society an exemption from taxation on the assessed land and improvements for the length of this agreement. Nothing in this Agreement requires City Council to grant such an exemption and any such exemption is in Council’s sole and unfettered discretion from time to time.
15. **25 VICTORIA ROAD Policy** – All policies governing the operations of 25 VICTORIA ROAD shall be in accordance with the provisions of this Agreement and shall be approved and determined by the Society with the Society being responsible for initiating such policy. The Society shall inform the City Representative with respect to policy matters and shall keep the City Council advised as outlined in section 6.
16. **Repair and Maintenance of 25 VICTORIA ROAD by the Society** –
 - (a) other than those items for which the City is expressly responsible under this Agreement, the Society must keep 25 VICTORIA ROAD and all fixtures and appurtenances thereon, in good repair consistent with standards of repair generally accepted in British Columbia with respect to comparable premises.
 - (b) the Society is responsible for and must do all janitorial, window washing, routine maintenance and repairs with respect to 25 VICTORIA ROAD necessary for the Society’s use, occupation and operation of 25 VICTORIA ROAD and upon written notice from the City the Society must make such repairs as are required by the City in the notice.
 - (c) at the end of the Term, the Society must surrender 25 VICTORIA ROAD to the City in good repair, excepting reasonable wear and tear. If the Society fails to leave 25 VICTORIA ROAD in a condition required by this Agreement, the City may do so on behalf of the Society and the Society must, on demand, compensate the City for all costs incurred.
17. **Liens** – In the event that any claim of builders lien is registered against the title of the Land pursuant to the provisions of the *Builders Lien Act* (British Columbia) with respect to any

improvements, work, or construction that the Society undertakes on 25 VICTORIA ROAD, then the Society shall, within 30 days notification thereof, cause any such claim to be discharged from the title of the Lands. Should the Society fail to discharge any such lien within the time aforesaid, the City shall have the right to make application pursuant to Section 32 of the *Builders Lien Act* to have sufficient funds paid into Court to cause any such lien to be discharged from the title of the Land and the Society shall be responsible for payment to the City of any such sum, together with the costs thereof calculated on a solicitor and own client basis. The Society shall comply at all times with the *Builders Lien Act* in respect of any improvements, work or construction undertaken on 25 VICTORIA ROAD.

18. **Insurance Requirements –**

- (a) The City shall, at its sole expense, insure the Building and fixtures against the perils and under the terms and conditions that the City insures other similar types of buildings and fixtures owned by the City.
- (b) The Society shall, at its sole expense, obtain and maintain throughout the Term “all risk” insurance, for replacement cost, on all of the Society’s assets.
- (c) The Society shall, at its sole expense, obtain and maintain throughout the Term comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses arising out of or in connection with the operations, use, and occupation of 25 VICTORIA ROAD in an amount of not less than Five Million \$5,000,000 Dollars per occurrence.
- (d) The deductible on the policy of the insurance shall be not more than Five Thousand (\$5,000.00) Dollars.

19. **Insurance Policies** – All insurance required to be maintained by the Society hereunder shall be on terms and with insurers reasonably satisfactory to the City Representative. All policies shall name the City as an additional insured and must contain a waiver of rights or subrogation by the insurer against the City. The Society must obtain all required insurance at its sole expense and must deliver to the City certificates of insurance before the commencement of the Term. The policy shall provide for 30 days’ notice to the City before cancellation and should such policy lapse or be cancelled the City may, at the cost of the Society, place insurance as provided in this section.

20. **Effects Insurance** – The Society shall not, without the prior consent of the City, permit anything to be brought into 25 VICTORIA ROAD that would invalidate or increase the premium payable for policies of insurance held by the City or the Society in relation to 25 VICTORIA ROAD or that would injure or deface 25 VICTORIA ROAD. The Society in its contractual arrangements will undertake to assign culpability to contractual users of 25 VICTORIA ROAD, and ensure that adequate Effects Insurance is provided.

21. **Indemnity** – The Society will indemnify and save harmless the City from and against any and all liabilities, obligations, damages, penalties, claims, costs (including reasonable solicitors’ fees), fines, suits, demands and causes of action to, by or on behalf of any person, group, firm or corporation arising from the occupation or use of 25 VICTORIA ROAD by the Society or its invitees, employees, agents, members or any other person or

persons for whose acts the Society is liable in law, or from any breach of the Society of any covenant, term or provision of this Agreement by the Society or its members, servants or agents or that might arise during the occupancy of 25 VICTORIA ROAD by the Society under this Agreement; save and except where any such matter is the cause of an act by the City or anyone for whom the City is in law responsible.

22. **Strikes** – The Society in its contractual arrangements with users will absolve itself of liability arising out of strikes or lockouts and thereby release the City from any responsibility or liability whatsoever that might arise out of the City failing to provide 25 VICTORIA ROAD or any services to 25 VICTORIA ROAD under the terms of this Agreement arising out of any strike or lockout between the City and its employees or as a result of any other labour dispute, provided reasonable notice of any situation that might give rise to a labour action has been provided to the Society such that the Society has had the opportunity to modify its operations to minimize its risk.
23. **Financial Records** – Proper and separate books of account and financial records of 25 VICTORIA ROAD's operation, as required by the Society Act, shall be kept by the Society at its expense during the occupancy by the Society of 25 VICTORIA ROAD. The City Representative or any person authorized by the City shall have free access to the Society's financial records at all reasonable times.
24. **Budget** – The Society's Board of Directors shall approve its annual Operating and Capital Budgets. The budget of the Society shall be submitted to the City Representative.
25. **Financial Statement** – The Society will prepare and deliver to the City on an annual calendar year basis an independently prepared financial statement of expense and income with respect to all revenues from and expenses for the use and operation of 25 VICTORIA ROAD as well as a statement of all related assets and liabilities (as submitted to the Province in the Society's annual report). The Society will cause such annual financial statements to be submitted to the City Representative for consideration no later than October 1st each year of the Term.
26. **Reports** – The Society shall report monthly to the City Culture and Heritage Commission by submitting an activity report.
27. **City's Financial Contribution** – The City will include in its budget an operating grant to the Society in the amount of \$11,350.00 to be paid in equal quarterly amounts at the beginning of each quarter. For the purpose of the agreement in 2014, 50% of the operating grant shall be provided upon signing and the remaining 50% on October 1, 2014. The Society shall participate in the City budget preparation process through the City Culture and Heritage Commission.
28. **Revenues** – All revenue obtained from operations at 25 VICTORIA ROAD shall be retained by the Society. The Society covenants and agrees that all revenue shall be used exclusively for operations at 25 VICTORIA ROAD.
29. **Society's Representations and Warranties** – The Society represents and warrants that the Society:

35. **Notices** – Any notice herein provided or permitted to be given by the Society to the City shall be sufficiently given if delivered to the City at:

CITY OF NANAIMO

City Hall
455 Wallace Street
Nanaimo, BC V9R 5J6
Attention: Senior Manager, Culture and Heritage

Any notice herein provided or permitted to be given by the City to the Society shall be sufficiently given if delivered to the Society addressed to:

HARBOUR CITY THEATRE ALLIANCE SOCIETY

25 Victoria Road,
Nanaimo BC V9R 4N9
Attention: Society Representative

Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address for such party for the giving of notice there under. The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in this Agreement provided or permitted to be given by the City to the Society or by the Society to the City. Such notices may be given by personal delivery, mail, electronic mail or by fax and if given by mail shall be deemed to have been received five days after the date of mailing.

36. **Conflict of Interest** – Society Board Members and Staff shall be subject to the Society's "Conflict of Interest" policies.

37. **Agreement to Mediate Disputes –**

- (a) In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute.
- (b) Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within (30) days after the date that such notice is given.
- (c) The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within (7) days after a party has given notice of a desire to mediate the dispute, any party may apply to the Mediate BC Society, or such other organization or person agreed to by the parties in writing, for appointment of a mediator.

- (a) is a not for profit society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute, profit or financial gain for its members;
 - (b) has the power and capacity to enter into and carry out the obligations under this Agreement;
 - (c) has completed all necessary resolutions and other preconditions to the validity of this Agreement.
30. **Termination Without Breach** – This Agreement may be terminated by the Society or the City upon giving to the other party 90 days notice of its intention to terminate, such notice to be given in writing on the last day of any month of the Term.
31. **Termination for Breach** – If the Society does not fully observe, perform and keep each and every term, covenant, agreement, stipulation, obligation, condition and provision of this Agreement to be observed, performed and kept by the Society, and persists in such default for 60 days after written notice by the City, the City may, at its option, terminate this Agreement and the Term then becomes immediately forfeited and void and the Society must immediately cease all use of 25 VICTORIA ROAD and must immediately vacate 25 VICTORIA ROAD and remove all equipment and supplies brought onto 25 VICTORIA ROAD by the Society.
32. **Termination for Other Reasons** – In the event that:
- (a) the Society shall make an assignment for the benefit of creditors; or
 - (b) the Society, for an unjustifiable reason, fails to hold a general meeting of members for a period of eighteen (18) months or longer; or
 - (c) the Society becomes bankrupt or insolvent or takes the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors; or
 - (d) any order shall be made for the winding up of the Society; or
 - (e) the Society is struck off the Register by the Registrar for any just reason whatsoever,
- the City may give to the Society 60 days' notice to rectify the matter in question after which time, if the problem is not rectified to the satisfaction of the City, the City may terminate this Agreement and the Term then becomes immediately forfeited and void and the Society must immediately cease all use of 25 VICTORIA ROAD and must immediately vacate 25 VICTORIA ROAD and remove all equipment and supplies brought onto 25 VICTORIA ROAD by the Society.
33. **Amendments** – All amendments proposed to the terms and conditions of this Agreement shall be submitted in writing for consideration.
34. **Communications** – All communications relating to this Agreement (apart from ongoing exchange of operating information), shall be done in writing.

- (d) The parties agree that the mediation will be conducted in accordance with the Mediation Rules of the Mediate BC Society.
 - (e) The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel.
38. **Appeals** – In the event that Agreement between the City Representative and the Society cannot be reached on matters involving the City's and/or Society's interests, the Society or the City Representative may appeal the matter to the City Council. A decision of the Council shall be final and be binding on all matters which require City consent or approval.
 39. **Agents** – It is understood and agreed that the Society and all agents, servants and employees of the Society are not and shall not be deemed to be agents, servants or employees of the City.
 40. **Assignment** – This Agreement shall enure to the benefit of and be binding upon the parties hereto. The Agreement is personal to the Society and cannot be assigned to any other person.
 41. **No Effect on Laws or Powers** – Nothing contained or implied herein prejudices or affects the City's rights and powers in the exercise of its functions pursuant to the *Local Government Act* (British Columbia) and the *Community Charter* (British Columbia) or its rights and powers under any enactment to the extent the same are applicable to 25 VICTORIA ROAD, all of which may be fully and effectively exercised in relation to 25 VICTORIA ROAD as if this Agreement had not been fully executed and delivered.
 42. **Entire Agreement** – The provisions in this Agreement constitute the whole of the agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the Agreement.
 43. **Waiver or Non-Action** – Waiver by the City of any breach of any term, covenant or condition of this Agreement by the Society must not be deemed to be a waiver of any subsequent default by the Society. Failure by the City to take any action in respect of any breach of any term, covenant or condition of this Agreement by the Society must not be deemed to be a waiver of such term, covenant or condition.
 44. **Interpretation** – Wherever the singular and masculine are used throughout this Agreement the same shall be constructed as meaning the plural or feminine or the body corporate or politic as the context requires.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

CITY OF NANAIMO by its authorized signatories:

Mayor

Director of Legislative Services

HARBOUR CITY THEATRE ALLIANCE SOCIETY by its authorized signatories:

Authorized Signatory

Authorized Signatory

City of Nanaimo

REPORT TO COUNCIL

DATE OF MEETING: 2014-JUNE-16

AUTHORED BY: CHAIR, SOCIAL PLANNING ADVISORY COMMITTEE

RE: 2014 COMMUNITY SERVICE GRANT PROGRAM

COMMITTEE'S RECOMMENDATION:

That Council allocate a 2014 Community Service Grant to the Nanaimo Old City Association in the amount of \$775 for construction of community bookcases.

PURPOSE:

To outline the Committee's recommendations on a 2014 Community Service Grant allocation.

BACKGROUND:

In 2006, Council directed that a review be conducted of the process used to make recommendations to Council regarding grants to non-profit organizations. The resulting report (2006-OCT-16) recommended that "Community Service Grants be reviewed by the Social Planning Advisory Committee..." In 2007, the Social Planning Advisory Committee (SPAC) commenced the role of reviewing applications for grants from the \$25,000 Community Service Grants fund.

DISCUSSION:

SPAC, at their meeting held 2014-JUN-03 received an application for funding from the Nanaimo Old City Association directed at the spring round of 2014 Community Service Grants (for which the criteria was "Social Isolation"). This grant application was received in time for the spring application review, but was inadvertently not included with the other funding requests considered by Council earlier this year. SPAC reviewed NOCA's application against this criteria at their meeting held 2014-JUN-03 and are recommending that a grant of \$775 be provided from the Community Service Grant program. (\$12,500 remains in the Community Service Grant fund to be allocated in 2014).

The above recommendations represent the second disbursement of 2014 funds available under that grant category. The third disbursement will take place in the fall of 2014.

Strategic plan considerations

The recommendations in this report support the strategic plan commitment to the four pillars of sustainability, specifically Social Equity.

Respectfully submitted,



Terre Flower
Chair, Social Planning Advisory Committee

Drafted: 2014-JUNE-10

G:\CommPlan\Administration\Council Reports\2014\SPAC 2014 allocation Community Service grant NOCA.docx
ph/hd

LITTLE FREE LIBRARIES OR COMMUNITY BOOKCASES

History:

Little Free Libraries or Community Bookcases were first started in Germany in the 1990's. In 2002 the Bonn Community Foundation gave an award for a bookcase design and contribution to community, and since then they have really taken off with some incredible and fun designs! Here is Nanaimo our first community bookcase was constructed by one of the directors of the South End Community Association. It's on Irwin Street, is well used by the community, and has greatly contributed to the changes in the South End. There are now several other known community bookcases in Nanaimo, and two of them are in the Old City.

What They Offer:

- Community bookcases develop community and pride in community if a group of people are involved;
- It brings us closer together especially as many of us become more isolated through technology; and
- Most importantly it promotes literacy and the love of reading.

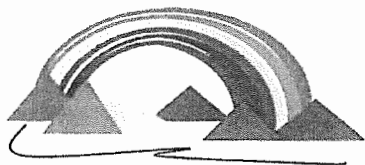
Recommended Steps to Setting A Community Bookcase Up:

1. Talk about it with your neighbours and find out if people are interested in the concept;
2. Design a small bookcase and get everyone interested in contributing in some way;
3. Build it, make sure it is weather-proof, and decide where it is going to go to maximize its' use;
4. Have an opening ceremony of some kind (toast it with a glass of wine, have a potluck etc) and invite your neighbours to bring books;
5. Tell all your friends and families – the more people who know about it the more successful it will be;
6. Contact your local paper, radio, and TV station. Send them a press release.

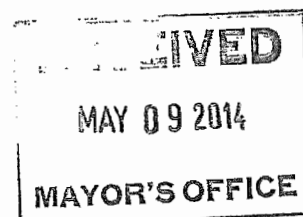
Maintaining the Community Bookcase:

The more people are involved the better as everyone will take care of the bookcase, keep it looking good, and supply it with books. It's important everyone has a sense of ownership!!





Vancouver Island Rainbow Association
155 Black Powder Trail
Nanaimo BC V9S 3G4



7 May 2014

Nanaimo City Council
455 Wallace St.
Nanaimo, BC V9R 5J6

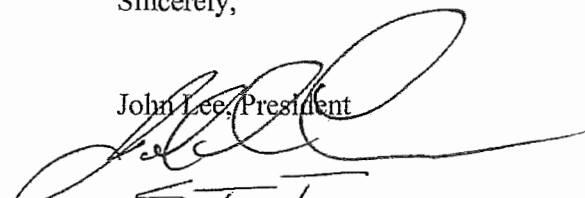
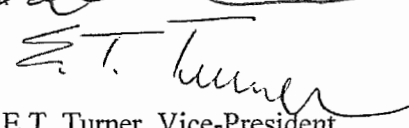
To our Mayor and City Council,

We are writing to express our deep thanks and appreciation for the action taken 5th May 2014 in regards to the attempted use of the Vancouver Island Conference Centre by the Nanaimo Daily News for the Leadercast event. We wish to thank Fred Pattje for introducing the motion, and the supportive words and sentiments expressed in support of this motion by the majority of the council.

The LGBT community has been heartened by the support shown to our community during last year and this year's efforts to stop this conference from taking place. The council should be proud of its record in ensuring that ALL citizens of Nanaimo can feel welcome and valued here. The council, in recent years, has shown by both word and deed, that this city is a warm and accepting place to live no matter what your sexual identity is. This means a great deal to us, and we know that we are fortunate to have your support. Not all LGBT people elsewhere in Canada and the world are as lucky.

I know we speak for our LGBT community here when we offer a heartfelt Thank You to you!

Sincerely,


John Lee, President

E.T. Turner, Vice-President

☒ Council
☒ Committee of the Whole
☒ Open Meeting
☐ In-Camera Meeting
Meeting Date: 2014-JUN-16



Dr. James Lunney

Member of Parliament - Nanaimo - Alberni

May 21, 2014

Mayor and Council
City of Nanaimo

Re: Committee of the Whole, May 5
Motion to cancel Leadercast event, May 9, VICC

Dear Mayor and council,

I am writing to express my profound disappointment and on behalf of concerned citizens who are left feeling confused and disenfranchised by council's support of an alarming and unprecedented action that was based on innuendo and unsupported accusations.

The Leadercast event was broadcast to some 800 venues across North America including Victoria and Vancouver, SFU and UVIC. I note that the item was a late addition to the agenda, the proponents were not present to address council prior to the decision to cancel and a number of councillors seemed ill-prepared with background information to refute the mischaracterization presented by the mover. It seems to me that staff made it clear that the event was about Leadership. Councillor McKay, to his credit, pointed out that the event featuring such notables as Laura Bush and Rev. Desmond Tutu had nothing to do with the accusations of hatred, intolerance and divisiveness alleged by the proponent.

Notwithstanding Coun. Pattje's empathy for the complainants, I am astounded that council would endorse a motion that is in itself divisive and doesn't even make sense.

The motion instructs staff to advise VICC : "that any events that are associated with organizations or people that promote or have a history of divisiveness, homophobia or other expressions of hate..." and goes on to advise VICC to cancel the May 9th event.

The Leadercast event was sponsored by the Nanaimo Daily News and the Coastal Community Credit Union. I am asking council what moral authority, what evidence of hatred and malevolence by this alleged subversive movement it possesses that would trump the good judgment of our own community sponsors and the 800 other communities hosting similar events?

I have attached a brief review of the 2013 event by Michael Hyatt whose leadership commentaries have been featured in the NY Times, the Wall St Journal, Forbes, Business Week and CNN; not a word about

/...2

☐ Council
☒ Committee of the Whole
☒ Open Meeting
☒ Camera Meeting
2014-JUN-16

hatred anywhere. Please check it out. As for the GBLT, Q umbrage at the sponsor of the main event, Dan Cathy, CEO of Chick-fil-A, who is accused of speaking in defence of traditional marriage, even the American Civil Liberties Union has stated though they disagree with his views they support his right to hold and express them.

I submit that since council has taken upon itself to take such unprecedented and apparently ill-considered action, it is now incumbent on council to address the potential precedent and confusion it has generated.

As I felt obliged to point out at the Central Vancouver Island Leadership Prayer Breakfast, the precedent established could call into question the very event that exists under the mayor's patronage and sponsored by the Nanaimo Chamber of Commerce; it could just as easily be applied to the April Good Friday community services held at another city-owned facility, Beban Park.

I do not believe it was council's intent to disenfranchise tens of thousands of the good citizens of Nanaimo. I therefore urge you to act promptly: to address an apology specifically to the church community through the Nanaimo Evangelical Fellowship, to the sponsors whose reputations and judgment were called into question, to citizens who had worked hard organizing the event and those who had to travel to Victoria to participate.

Furthermore, I encourage council to publically express regret for the unfortunate and apparently unforeseen consequences of an ill-considered action with assurances such will not be repeated without a thorough airing of the issue and convincing evidence of ill-intent.

Friends, no one bats a thousand; the Church and business leaders who have been insulted by this action are the most forgiving of citizens. I believe a sincere apology will help restore relations and the ability of mayor and council to overcome the backlash that is surely coming without corrective action.

Sincerely,
James Lunney, MP

1-613-992-5243 www.jameslunneympp.ca 1-866-390-7550

My Takeaways from the 2013 Chick-fil-A Leadercast

Last Friday, I had the privilege of hosting the Chick-fil-a Leadercast (<http://www.chick-fil-aleadercast.com/>) in Atlanta, Georgia. Approximately five thousand people attended the live event and another 115,000 people watched via satellite in 750 locations around the world.



Me Introducing John Maxwell

My primary job at the conference was to listen to the speakers and summarize two or three takeaways from each for the audience. It was challenging but exhilarating.

Over the weekend, I reviewed my notes and selected one quote or concept from each speaker to share with you. These aren't necessarily exact quotes; they are what I wrote down.

Andy Stanley, pastor of NorthPoint Church and bestselling author and communicator: Level five leaders don't feel the need to be the smartest person in the room. They are willing to be the dumbest person.

David Allen, best-selling author of Getting Things Done

(<http://www.amazon.com/exec/obidos/ASIN/0142000280/mhyatt-20>) and productivity expert: There is an inverse relationship between what is on your mind and getting it done. If it's on your mind, get it out of your mind. Write it down, so you can focus on the task at hand.

Sanya Rochards-Ross, 2012 London Olympic gold medalist, track and field: Before the race, I imagine myself winning. During the race, I focus on executing what I imagined previously.

Henry Cloud, bestselling author and leadership consultant: Sometimes, the worst thing a leader can do is hope. If you are headed to the wrong destination, perseverance won't help you. Instead, you need to create a "necessary ending

(<http://www.amazon.com/exec/obidos/ASIN/0061777129/mhyatt-20>)."

Coach Mike Krzyzewski, head men's basketball coach, Duke University: Don't focus on winning. Focus on creating a culture of success. This will lead to consistent winning.

John C. Maxwell, bestselling author and leadership expert: Divide your weaknesses by delegating them. A leader is like a quarterback. He doesn't get paid to run the ball. He gets paid to put the ball into the right hands.

Condoleezza Rice, U.S. Secretary of State (2005–2009): You have to be an optimist. Nobody wants to follow a sour puss.

Jack Welch, former Chairman and CEO of General Electric: You can give a thousand speeches, but nothing has a bigger impact than the personnel decisions you make. This includes who you hire, who you fire, and who you assign to your most important projects.

LCDR Rorke Denver, Navy SEAL and star of the 2012 movie *Act of Valor*: As leaders, your people are going to mimic your behavior. (SEALS are going to *amplify* your behavior.) “Calm is contagious.” So is panic. So is stupidity.

This year’s Leadercast was the best ever. In fact, I would say it was one of the top five events I have ever attended.

I hope you will consider attending next year (<http://www.chick-fil-aleadercast.com/find-a-location/atlanta/>), along with your team. Tickets are on sale now for the May 9, 2014 event. I promise you won’t be disappointed. It only gets better with each passing year.

Question: If you attended the Leadercast, what did you take away? You can leave a comment by clicking here (<http://michaelhyatt.com/2013-leadercast-takeaways.html#respond>).



How Much Time Would the Right Tool Save You?

In this new guide, I have collected 99 resources that make my business and personal life hum. It has all the tools I personally use. Sign up to receive my

Jean Crowder

Member of Parliament | Députée
Nanaimo-Cowichan

Parliamentary Office | Bureau Parlementaire
Room 650D, Centre Block | Pièce 650D, Édifice Centre
House of Commons | Chambre des Communes
Ottawa, ON K1A 0A6
Tel | Tél: 613-943-2180

Constituency Office | Bureau Circonscription
126 Ingram Street, Suite 101 | 126 rue Ingram, Suite 101
Duncan, BC | Duncan, C-B V9L 1P1
Tel | Tél: 250-746-4896
Tollfree | Sans frais: 1-866-609-9998



May 23, 2014

Mayor John Ruttan and Council
Nanaimo City Hall
455 Wallace Street
Nanaimo, BC V9R 5J6

Dear Mayor Ruttan and Council,

I applaud the decision made by you to cancel the televised event Leadercast.

Every single individual has a right to feel safe in their own community. In the words of the motion, there can be no tolerance for "events that are associated with organizations or people that promote or have a history of divisiveness or homophobia or other expressions of hate..." Nanaimo has taken steps to be a safe and inclusive community. With this decision, council has reaffirmed its commitment to this goal.

Thank you for serving as a model to other communities.

Sincerely,

Jean Crowder, MP
Nanaimo-Cowichan

CC: Randall Garrison, MP, Esquimalt-Juan de Fuca

JC/YST UNIFOR 232

☒ Council
☒ Committee of the Whole
☒ Open Meeting
☐ In-Camera Meeting
Meeting Date: 2014-JUN-16

Delegation Request

Nanaimo Evangelical Fellowship (NEF) has requested an appearance before council. The request is made on behalf of Pastor Darcy Siggelkow.

The requested date is May 26, 2014.

The requested meeting is:
Council

Presenter's information

City: Nanaimo
Province: BC
Bringing a presentation: No

Details of Presentation:

Pastors of the Nanaimo Evangelical Fellowship will appear as a delegation to express our concern regarding the May 5th discussion in Council - Committee of the Whole surrounding the cancellation of the Leadercast Live event, and to request Council rescind the motion made by Councillor Pattje at the May 5th meeting.

<input type="checkbox"/> Council	Agenda Item	<input type="checkbox"/>
<input checked="" type="checkbox"/> Committee of the Whole	Delegation	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Open Meeting	Proclamation	<input type="checkbox"/>
<input type="checkbox"/> In-Camera Meeting	Correspondence	<input type="checkbox"/>
Meeting Date: <u>2014-JUN-16</u>		