

## AMENDED

### AGENDA FOR THE REGULAR FINANCE / POLICY COMMITTEE OF THE WHOLE MEETING TO BE HELD IN THE BOARD ROOM, CITY HALL, ON MONDAY, 2010-JUN-28, COMMENCING AT 4:30 P.M.

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

2. **INTRODUCTION OF LATE ITEMS:**

- Amend Item 7 (e) – Parks, Recreation and Culture Commission – VIEx Annual Operating Funding by removing the word "maximum" from the recommendation.
- Add Item 15-1 – Procedural Motion.

3. **ADOPTION OF AGENDA:**

4. **ADOPTION OF MINUTES:**

- (a) Minutes of the Regular Finance / Policy Committee of the Whole Meeting held in the Board Room, City Hall, on Monday, 2010-JUN-14 at 4:30 p.m.

*Pg. 5-7*

5. **PRESENTATIONS:**

- (a) Mr. Rick Jeffery, President and CEO of Coast Forest Products Association, #1200 – 1090 West Pender Street, Vancouver, to provide a PowerPoint presentation regarding the coastal forest industry.

6. **DELEGATIONS PERTAINING TO AGENDA ITEMS: (10 MINUTES)**

7. **COMMISSION REPORTS:**

- (a) **Parks, Recreation and Culture Commission – 2010 Sport Tournament Grant Requests**

*Pg. 8-9*

*Commission's Recommendation:* That Council approve the 2010 Sport Tournament Grant allocations as follows:

<b>Organization</b>	<b>2010 Requested</b>	<b>2010 Approved</b>
Nanaimo BMX Association	\$1,375	\$1,200
Wheatsheaf Fastball Club	500	400
Nanaimo Sr. Men's Fastball League	2,000	1,200
Nanaimo Islanders Female Hockey Association	1,500	1,400
Vancouver Island Exhibition	4,950	2,600
Nanaimo White Rapids Swim Club	1,500	1,000
Nanaimo Dragon Boat Festival Society	5,000	3,400
Nanaimo Riptides Swim Club	1,500	900
Nanaimo United Football Club	1,000	1,000
<b>TOTALS:</b>	<b>\$19,325</b>	<b>\$13,100</b>

(b) **Parks, Recreation and Culture Commission – Cultural Committee Mandate and Structure Review**

Pg. 10-18

Commission's Recommendations: That Council make the following changes to the Terms of Reference for the Cultural Committee that:

1. Staff develop clear criteria and process for appointment to the Cultural Committee;
2. existing Terms of Reference (Schedule "A") for the Cultural Committee be changed with the objective of making them reflect what the mandate actually is and remove those tasks that are done by staff. Proposed changes are attached as Schedule "B";
3. a maximum term of appointment to the Cultural Committee be set at six (6) years [two terms of three (3) years each] with the provision that members can be re-appointed after an absence of three (3) years;
4. Cultural Committee appointments be staggered to maintain continuity. Of the six (6) "At-Large" members, three (3) would be renewed and three (3) new members would be appointed each three (3) years. Interim vacancies would be appointed only for the remaining term of the vacant appointment; and,
5. the Cultural Committee membership be increased by one (1) additional member from the membership of the Parks, Recreation and Culture Commission – increasing this representation from three (3) to four (4).

(c) **Parks, Recreation and Culture Commission – Facilities Capital Improvements Reserve Fund Bylaw 1993 No. 4628**

Pg. 19-21

Commission's Recommendation: That Council amend the "PARKS, RECREATION AND CULTURE FACILITIES CAPITAL IMPROVEMENTS RESERVE FUND BYLAW 1993 NO. 4628", to allow up to 25 percent of the revenues collected to be allocated for ongoing recreation and culture facility lifecycle maintenance and repair projects.

(d) **Parks, Recreation and Culture Commission – Licence of Use Agreements to Non-Profit Societies**

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Commission's Recommendation: That Council approve the following Licence of Use Agreements for a five year (5) period at an annual rent of \$1, given that the services provided in these licences meet well with the stated guidelines:

<b>Licensee</b>	<b>License Period</b>	<b>Admin Fee</b>	<b>Rent</b>
Vancouver Island (VI) Raiders Football Club	2010-JUN-01 to 2015-MAY-31	\$125	\$1 / year
Vancouver Island Exhibition (VIEEx) Community Garden	2010-JUN-01 to 2015-MAY-31	\$125	\$1 / year

(e) **Parks, Recreation and Culture Commission – VIEEx Annual Operating Funding**

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Commission's Recommendation: That Council approve a \$12,000 annual operating line item to support the Vancouver Island Exhibition (VIEEx) organization starting in 2011, for a ~~maximum~~ three-year term, and that the VIEEx provide all materials documentation and surveys as requested by Staff.

8. **COMMITTEE REPORTS:**

9. **STAFF REPORTS:** (blue)

COMMUNITY SAFETY AND DEVELOPMENT:

(a) **Real Estate / Construction Signs**

Pg. 45-46

Staff's Recommendations: That Council direct Staff to:

1. continue the current practice of not requiring removal of real estate or construction signs while that section of the Sign Bylaw is under review;

AND:

2. seek public input on any proposed changes to the Sign Bylaw for real estate / construction signage, specifically including input from the Vancouver Island Real Estate Board (VIREB) and the Canadian Home Builders' Association of BC – Central Vancouver Island (CHBA);

AND:

3. *bring forward a report for Council consideration on possible amendments to the Sign Bylaw upon completion of the public consultation.*

**CORPORATE SERVICES:**

(b) **2011 – 2015 Financial Plan Priorities**

Pg. 47-50

Staff's Recommendation: *That Council either:*

1. *confirm the 11 budget priorities previously stated by Council;*

*OR:*

2. *provide alternate budget direction.*

(c) **City Collector**

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Staff's Recommendations: *That Council:*

1. *assign the duties and responsibilities of Collector for the City of Nanaimo to Erin Anderson and that Brian Clemens be the deputy;*

*AND:*

2. *rescind all previous assignments.*

(d) **2010 UBCM Resolutions**

Pg. 52-60

Staff's Recommendation: *That Council consider adopting any resolutions deemed appropriate for consideration at the 2010 Union of British Columbia Municipalities Convention.*

10. **INFORMATION ONLY ITEMS:**

- (a) Report from Mr. P. Rosen, Design Engineer, re: Design for Lenwood and Centenary Watermain Project, and Dufferin Crescent Watermain Project.

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11. **CORRESPONDENCE:**

12. **NOTICE OF MOTION:**

13. **OTHER BUSINESS:**

**14. DELEGATIONS PERTAINING TO ITEMS NOT ON THE AGENDA:  
(10 MINUTES)**

- (a) None.

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

**15-1. PROCEDURAL MOTION:**

It is moved and seconded that the following meeting be closed in order to deal with the following matters under the *Community Charter* Section 90(1):

- (b) personal information about an identifiable individual who is being considered for a municipal award or honour, or who has offered to provide a gift to the municipality on condition of anonymity.

**16. ADJOURNMENT:**

MINUTES OF THE REGULAR FINANCE / POLICY COMMITTEE OF THE WHOLE MEETING  
HELD IN THE BOARD ROOM, CITY HALL,  
ON MONDAY, 2010-JUN-14 COMMENCING AT 4:30 P.M.

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PRESENT: Mayor J. R. Ruttan, Chair

Members: Councillor W. L. Bestwick  
Councillor W. J. Holdom  
Councillor D. K. Johnstone  
Councillor J. A. Kipp  
Councillor L. D. McNabb  
Councillor J. F. K. Pattje  
Councillor L. J. Sherry

Absent: Councillor M. W. Unger

Staff: A. C. Kenning, City Manager  
A. W. Laidlaw, General Manager of Community Services  
D. W. Holmes, Assistant City Manager and General Manager of Corporate Services  
E. C. Swabey, General Manager of Community Safety and Development  
T. L. Hartley, Director of Human Resources and Organizational Planning  
B. E. Clemens, Director of Finance  
T. P. Seward, Director of Development  
A. J. Tucker, Director of Planning  
R. J. Harding, Director of Parks, Recreation and Culture  
J. Ritchie, Senior Manager of Parks  
A. Kemp, Urban Forestry Coordinator  
B. Anderson, Manager of Community Planning  
J. E. Harrison, Manager of Legislative Services  
T. Wilkinson, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

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

2. INTRODUCTION OF LATE ITEMS:

- (a) Add Agenda Item 13 (a) – Other Business – Watermain break at Salvation Army's New Hope Centre.
- (b) Add Agenda Item 13 (b) – Other Business – 2010 Federation of Canadian Municipalities (FCM) Conference.

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 Finance / Policy Committee of the Whole Meeting held in the Board Room, City Hall on Monday, 2010-MAY-03 at 4:35 p.m. be adopted as circulated. The motion carried unanimously.

5. PRESENTATIONS:

- (a) Mr. B. Anderson, Manager of Community Planning, provided a PowerPoint presentation regarding the Regional Growth Strategy.

6. COMMISSION REPORTS:

- (a) Parks, Recreation and Culture Commission – Kinsmen Outdoor Swimming Pool Co-Management Agreement

It was moved and seconded that Council approve a five-year Co-Management Agreement authorizing the Nanaimo White Rapids Swim Club to operate the Kinsmen Outdoor Swimming Pool (Kin Pool) Operation from 2010-MAY-01 to 2015-APR-30. The motion carried unanimously.

- (b) Parks, Recreation and Culture Commission – Urban Forest Management Strategy

It was moved and seconded that Council receive the Urban Forest Management Strategy as a guide for the ongoing management of Nanaimo's urban forest. The motion carried unanimously.

7. STAFF REPORTS:

CORPORATE SERVICES:

- (a) 2009 Annual Parking Reserve Fund Report

It was moved and seconded that Council approve the City of Nanaimo 2009 Annual Parking Reserve Fund Report for filing with the Ministry of Community and Rural Development. The motion carried unanimously.

- (b) 2009 Development Cost Charge Reserve Fund Report

It was moved and seconded that Council approve the City of Nanaimo 2009 Development Cost Charge Reserve Fund Report for filing with the Ministry of Community and Rural Development. The motion carried unanimously.

(c) 2009 Statement of Financial Information

It was moved and seconded that Council approve the City of Nanaimo 2009 Statement of Financial Information for filing with the Ministry of Community and Rural Development. The motion carried unanimously.

8. OTHER BUSINESS:

- (a) Mr. R. J. Harding, Director of Parks, Recreation and Culture, advised that the Salvation Army's New Hope Centre's main water line broke on 2010-JUN-13. This was not a City watermain and the building's contractor is on-site dealing with this issue.
- (b) Councillor Kipp provided a PowerPoint presentation and Mayor Ruttan, Councillors Holdom and Sherry provided information regarding the 2010 Federation of Canadian Municipalities (FCM) Conference which was held in Toronto from 2010-MAY-28 to 2010-MAY-31.

9. QUESTION PERIOD:

- Mr. Fred Taylor, re: boulevard tree planting, straightening out Townsite Road by the Chinese Cemetery, and broom growing at the corner of Wakesiah Avenue and Bowen Road.

10. ADJOURNMENT:

It was moved and seconded at 5:48 p.m. that the meeting terminate. The motion carried unanimously.

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CHAIR

CERTIFIED CORRECT:

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MANAGER,  
LEGISLATIVE SERVICES



REPORT TO: MAYOR AND COUNCIL

FROM: LARRY McNABB, CHAIR, PARKS, RECREATION AND CULTURE COMMISSION

RE: 2010 SPORT TOURNAMENT GRANT REQUESTS

RECOMMENDATION:

That Council approve the 2010 Sport Tournament Grant allocations as follows:

ORGANIZATION	2010 REQUESTED	2010 APPROVED
Nanaimo BMX Association	\$1,375.00	\$1,200.00
Wheatsheaf Fastball Club	\$500.00	\$400.00
Nanaimo Sr. Men's Fastball League	\$2,000.00	\$1,200.00
Nanaimo Islanders Female Hockey Association	\$1,500.00	\$1,400.00
Vancouver Island Exhibition	\$4,950.00	\$2,600.00
Nanaimo White Rapids Swim Club	\$1,500.00	\$1,000.00
Nanaimo Dragon Boat Festival Society	\$5,000.00	\$3,400.00
Nanaimo Riptides Swim Club	\$1,500.00	\$900.00
Nanaimo United Football Club	\$1,000.00	\$1,000.00
<b>TOTALS:</b>	<b>\$19,325.00</b>	<b>\$13,100.00</b>

EXECUTIVE SUMMARY:

At their meeting held 2010-JUN-15, the Recreation Committee reviewed the Sport Tournament Grant Applications and Allocation of Funds for the final intake of 2010 applications. The allocation of Sport Tournament Grants occur bi-annually.

It was moved and seconded that the Recreation Committee recommend that the Parks, Recreation and Culture Commission approve and recommend that Council approve the 2010 Sport Tournament Grant allocations as follows:

ORGANIZATION	2010 REQUESTED	2010 APPROVED
Nanaimo BMX Association	\$1,375.00	\$1,200.00
Wheatsheaf Fastball Club	\$500.00	\$400.00
Nanaimo Sr. Men's Fastball League	\$2,000.00	\$1,200.00
Nanaimo Islanders Female Hockey Association	\$1,500.00	\$1,400.00
Vancouver Island Exhibition	\$4,950.00	\$2,600.00
Nanaimo White Rapids Swim Club	\$1,500.00	\$1,000.00
Nanaimo Dragon Boat Festival Society	\$5,000.00	\$3,400.00
Nanaimo Riptides Swim Club	\$1,500.00	\$900.00
Nanaimo United Football Club	\$1,000.00	\$1,000.00
<b>TOTALS:</b>	<b>\$19,325.00</b>	<b>\$13,100.00</b>

☐ Council  
☒ Committee *F/Plow*  
☐ Open Meeting  
☐ In-Camera Meeting  
Meeting Date: *2010-JUN-28*

At their meeting of 2010-JUN-23, the Parks, Recreation and Culture Commission passed a motion supporting the recommendation that Council approve the 2010 Sport Tournament Grant allocations as follows:

ORGANIZATION	2010 REQUESTED	2010 APPROVED
Nanaimo BMX Association	\$1,375.00	\$1,200.00
Wheatsheaf Fastball Club	\$500.00	\$400.00
Nanaimo Sr. Men's Fastball League	\$2,000.00	\$1,200.00
Nanaimo Islanders Female Hockey Association	\$1,500.00	\$1,400.00
Vancouver Island Exhibition	\$4,950.00	\$2,600.00
Nanaimo White Rapids Swim Club	\$1,500.00	\$1,000.00
Nanaimo Dragon Boat Festival Society	\$5,000.00	\$3,400.00
Nanaimo Riptides Swim Club	\$1,500.00	\$900.00
Nanaimo United Football Club	\$1,000.00	\$1,000.00
<b>TOTALS:</b>	<b>\$19,325.00</b>	<b>\$13,100.00</b>

The status and balance of the 2010 Sport Tournament Grant Funds is as follows:

ALLOTTED AMOUNT	\$19,000.00
2009-NOV-01 (first allocation of funds)	(\$9,550.00)
Banner Sales (May/June 2010)	\$3,254.00
Additional Funds	\$10,000.00
<b>Remaining for 2010</b>	<b>\$22,704.00</b>
2010-JUN-15 (second allocation of funds)	(\$13,100.00)
<b>Remaining</b>	<b>\$9,604.00</b>

At their meeting of 2010-JUN-15, the Recreation Committee passed a motion that Recreation Committee utilize the unallocated June funds in the amount of \$9,604.00 from the 2010 Sport Tournament Grants for the 2010-NOV-01 allocations.

Respectfully submitted,



Larry McNabb, Chair  
 Parks, Recreation and Culture Commission

File: A4-1-2 / B3-5-9  
 2010-JUN-24  
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REPORT TO: MAYOR AND COUNCIL

FROM: LARRY McNABB, CHAIR, PARKS, RECREATION AND CULTURE COMMISSION

**RE: CULTURAL COMMITTEE MANDATE AND STRUCTURE REVIEW**

Council  
Committee F/R Co-  
Open Meeting  
In-Camera Meeting  
Meeting Date: 2010-JUN-28

RECOMMENDATION:

That Council make the following changes to the Terms of Reference for the Cultural Committee:

1. That Staff develop clear criteria and process for appointment to the Cultural Committee.
2. That existing Terms of Reference (Schedule "A") for the Cultural Committee be changed with the objective of making them reflect what the mandate actually is and remove those tasks that are done by staff. Proposed changes are attached as Schedule "B".
3. That a maximum term of appointment to the Cultural Committee be set at six (6) years [two terms of three (3) years each] with the provision that members can be re-appointed after an absence of three (3) years.
4. That Cultural Committee appointments be staggered to maintain continuity. Of the six (6) "At-Large" members, three (3) would be renewed and three (3) new members would be appointed each three (3) years. Interim vacancies would be appointed only for the remaining term of the vacant appointment.
5. That the Cultural Committee membership be increased by one (1) additional member from the membership of the Parks, Recreation and Culture Commission – increasing this representation from three (3) to four (4).

EXECUTIVE SUMMARY:

The 2010 Nanaimo Cultural Forum included a session entitled "The Purpose and Structure of the Nanaimo Cultural Committee." The feedback received at the forum was summarized by the session facilitator Jeremy Long in a report that included his recommendations.

BACKGROUND:

At the Parks, Recreation and Culture Commission meeting held 2010-JAN-05 it was requested that a review of the structure and mandate of the Cultural Committee be conducted including feedback from stakeholders. The Commission held an information session on 2010-FEB-11 to look at terms of reference from other communities and how their committees were structured.

The Commission requested that we obtain feedback from community stakeholders regarding this issue. In order to accomplish this, staff included a session at the 2010 Cultural Forum on the "Purpose and Structure of the Nanaimo Cultural Committee." This session was facilitated by Mr. Jeremy Long, recently retired Executive Director of the B.C. Arts Council. Mr. Long provided a summary of the feedback and some recommendations. Staff reviewed Mr. Long's report (attached as Schedule "C") and are making the above recommendations.

At their meeting of 2010-JUN-23, the Parks, Recreation and Culture Commission passed a motion supporting the recommendation that Council make the following changes to the Terms of Reference for the Cultural Committee:

1. That Staff develop clear criteria and process for appointment to the Cultural Committee.
2. That existing Terms of Reference (Schedule "A") for the Cultural Committee be changed with the objective of making them reflect what the mandate actually is and remove those tasks that are done by staff. Proposed changes are attached as Schedule "B".
3. That a maximum term of appointment to the Cultural Committee be set at six (6) years [two terms of three (3) years each] with the provision that members can be re-appointed after an absence of three (3) years.
4. That Cultural Committee appointments be staggered to maintain continuity. Of the six (6) "At-Large" members, three (3) would be renewed and three (3) new members would be appointed each three (3) years. Interim vacancies would be appointed only for the remaining term of the vacant appointment.
5. That the Cultural Committee membership be increased by one (1) additional member from the membership of the Parks, Recreation and Culture Commission – increasing this representation from three (3) to four (4).

Respectfully submitted,



Larry McNabb, Chair  
Parks, Recreation and Culture Commission

Attachments – 3

File: A4-1-2 / A2-11  
2010-JUN-24  
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## **SCHEDULE "A"**

### **EXISTING TERMS OF REFERENCE**

#### **Parks, Recreation and Culture Commission Cultural Committee Structure and Roles**

The Cultural Committee is a Committee of the Parks, Recreation and Culture Commission (PRCC) comprised of nine members as follows:

- Three members appointed from the PRC Commission, and
- Six members-at-large selected and recommended from applications submitted to the PRC Commission.

The Cultural Committee is responsible for coordinating the City's Arts and Culture Initiatives by:

- Overseeing the implementation of cultural strategy and conducting regular cultural strategy reviews (every three years).
- Advising the Commission and Council on cultural issues.
- Reviewing all applications for funding and making recommendations to the PRCC, based on criteria and guidelines established regarding the distribution of cultural operating grants and arts and cultural event grants.
- Investigating all sources of funds available to the City of Nanaimo for the purpose of supporting arts and cultural organizations and cultural planning, development and infrastructure initiatives.
- Developing new cultural initiatives for Nanaimo's cultural development in close cooperation with all City Departments, Nanaimo's cultural groups, businesses, School District 68, Post Secondary Institutions and Tourism Nanaimo.
- Developing and maintaining a current awareness of artistic and economic trends, opportunities and status regarding Arts and Culture both locally and in other municipalities, and recommending initiatives which could be of value to Nanaimo economically, socially and aesthetically.
- Ensuring a close cooperation, more formal networking and sharing of resources among all Nanaimo Cultural groups in pursuing the aims and objectives of this strategy.
- Promoting public awareness of cultural organizations and cultural activities in our community, and maintaining an annual cultural awards program.
- Identifying gaps or overlaps in City support programs that relate to arts and culture.
- Maintaining an ongoing liaison with Federal, Provincial and Regional agencies relating to arts and culture including groups such as The BC Arts Council, Canadian Heritage and the Creative City Network.
- Coordinates commissioning of for works of art for display in municipal public spaces and buildings.
- Helping cultural organizations and individual artists to become strong and effective.
- Sponsoring annual educational opportunities for arts and cultural organizations.

**SCHEDULE "B"**  
**PROPOSED TERMS OF REFERENCE**

**Parks, Recreation and Culture Commission**  
**Cultural Committee**  
**Structure and Roles (Terms of Reference)**

The Cultural Committee term is for three (3) years and at-large members can re-apply for one additional three (3) year term. After serving two (2) terms, members must take three (3) years off before re-applying. Each term, three (3) members will step off the Committee and three (3) new members will be appointed.

The Cultural Committee is a Committee of the Parks, Recreation and Culture Commission (PRCC) comprised of ten members as follows:

- Four members appointed from the PRCC; and,
- Six members-at-large selected and recommended from applications submitted to the PRCC.

The Cultural Committee is responsible for coordinating the City's Arts and Culture Initiatives by:

- Advising the Commission and Council on cultural issues.
- Reviewing all applications for funding and making recommendations to the PRCC, based on criteria and guidelines established regarding the distribution of cultural operating grants and arts and cultural event grants (see Investment Section).
- Promoting public awareness of cultural organizations and cultural activities in our community, and maintaining an annual cultural awards program.
- Coordinates the selection process for works of art for display in municipal public spaces and buildings.
- Sponsoring annual educational opportunities for arts and cultural organizations.

## **SCHEDULE "C"**

### **REPORT ON THE NANAIMO CULTURAL FORUM 2010**

**"The purpose and Structure of the Nanaimo Cultural Committee"**

Submitted by Jeremy long  
May 28, 2010

## REPORT ON THE NANAIMO CULTURAL FORUM 2010

### “Purpose and Structure of the Nanaimo Cultural Committee”

On Tuesday, May 18, 2010 the Nanaimo Parks, Recreation and Culture Committee hosted a Forum for members of the City and Regional District's arts and cultural community. Approximately sixty people attended the Forum.

During the course of the day long forum two workshops were held regarding the “Purpose and Structure of the Nanaimo Cultural Committee”, one in the morning and one in the afternoon. Approximately thirty people attended the morning session, while participation in the afternoon session declined to about twenty.

#### Workshop Format:

The facilitator of the workshop had been asked to focus the session on three points as follows:

- The purpose or mandate of the Nanaimo Cultural Committee
- Committee membership / structure
- Terms of office / absences

At the beginning of each session, participants were randomly assigned to tables which seated the same number of people. Each table then designated a person to write a summary of their conversation. Appendix A of this document is a verbatim transcription of each table's notes.

Participants were asked to initially focus on identifying concerns they might have with regard to the mandate and structure of the Committee. They were asked to try not to focus on specific or personal solutions until the common concerns had been identified. They were also requested to ask themselves why specific issues were of concern.

Each table then reported to the larger group regarding the concerns they had identified. Following which the larger group worked to identify the concerns that were common to the majority of participants and what the potential solutions to the concerns might be. At the end of the day the facilitator provided a brief summary of the common concerns of both groups and offered some of the identified solutions to those common issues.

#### Summary of Identified Common Concerns:

The following is a list of concerns that were common to the majority of participants in both workshops. The list does not include each and every concern or issue that arose during the day. It is a summary.



- 1) The process and criteria for appointment to the Cultural Committee are not clear or transparent to the arts and cultural community.
- 2) The structure of representation on the Committee is not known. There appears to be no structure to the appointments and there is an evident lack of culturally diverse representation.
- 3) There is no clear limit to the maximum term that someone can serve on the Committee. Members can be repeatedly reappointed when their three year term expires.
- 4) The Terms of Reference or mandate of the Committee is too broad for a volunteer based group to realize. Several of the responsibilities noted in the Terms of Reference are carried out by PRC staff or are in the control of the PRCC.
- 5) Information regarding the activities of the Committee such as the specific expertise or experience each member of the Committee brings, how many meetings are held, the number and role of sub-committees or the minutes of meetings, are not readily available to the arts and cultural community.
- 6) There is no direct, tangible relationship between the Committee and the arts and cultural community.
- 7) There is a need for improved communications between the Committee and the arts and cultural community.
- 8) There is a need for a dedicated staff position at the PRCC to support the Cultural Committee. (It was noted that this is one of the goals of the current Cultural Strategy.)
- 9) There is a desire to have specific accountability or performance measures in place to assess the achievements of the Committee on a regular basis.
- 10) Conflict of interest guidelines for members of the Committee need to be clarified and publicized each time there is a call for applications to serve on the Committee.
- 11) There needs to be structured and regular communications between the Committee and the arts and cultural community.
- 12) Beyond program eligibility criteria, the overriding priorities upon which the Committee bases its funding recommendations are not clear.

### Recommendations to Address Concerns:

It is recommended that:

- The Nanaimo Parks, Recreation and Culture Committee (PPRC) articulate a structure for the six at-large appointments to the Cultural Committee. The structure could include expertise or representation of professional arts administration, a range of disciplines of practicing professional and community artists and not-for-profit, governance experience. The Committee as a whole should represent the cultural diversity of the community, including the aboriginal community. It may be necessary to expand the scale of the Committee in order to achieve a representative structure.
- The PPRC should create and post a public document which articulates the criteria and process for appointment to the Cultural Committee.
- A maximum term of appointment to the Cultural Committee should be established. Other public sector arts agencies have established six years as an appropriate term. For Nanaimo appointees that would mean a maximum of two consecutive three years terms.
- Committee appointments should be staggered to maintain continuity. As the Committee has six at large members, three renewals and three new appointments would be required each three years. Interim vacancies should be appointed only for the remaining term of the vacant appointment.
- Conflict of interest guidelines should be clearly stated each time there is a call for applications for appointment to the Cultural Committee.
- The Terms of Reference for the Cultural Committee should be revised to reduce the scale of their responsibilities to what is clearly within their control and capacity to achieve. Those items that are carried out by staff or are within the control of the PPRC should be removed.
- The Cultural Committee should be asked to articulate their guiding priorities for funding recommendations. Those priorities should be based primarily upon the vision statement in the Cultural Strategy
- The website for the PPRC could have a link to a page for the Cultural Committee. The Cultural pages could include profiles of the members of the Cultural Committee, their background and expertise. Sub-committees should also be profiled and minutes of Committee meetings could be posted to the page.

- A communications strategy to keep the arts and cultural community informed regarding Committee activities, as well arts and cultural development initiatives could be developed and implemented.
- When resources permit, a dedicated staff position to work with the Cultural Committee should be engaged. (As per the current Cultural Strategy.)
- The implementation of the recommendations above should not impact the resources available for distribution through the funding programs of the Cultural Committee.

REPORT TO: MAYOR AND COUNCIL

FROM: LARRY McNABB, CHAIR, PARKS, RECREATION AND CULTURE COMMISSION

RE: FACILITIES CAPITAL IMPROVEMENTS RESERVE FUND BYLAW 1993 NO. 4628

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RECOMMENDATION:

That Council amend the "PARKS RECREATION AND CULTURE FACILITIES CAPITAL IMPROVEMENTS RESERVE FUND BYLAW 1993 NO. 4628", to allow up to 25 percent of the revenues collected to be allocated for ongoing recreation and culture facility lifecycle maintenance and repair projects.

EXECUTIVE SUMMARY:

In 1993 Council passed "PARKS RECREATION AND CULTURE FACILITIES CAPITAL IMPROVEMENTS RESERVE FUND BYLAW 1993 NO. 4628" (as attached). Monies for this fund are collected through user fees, 20 percent of all program and service fees are directed to the fund, and through the sale of any parks, recreation and culture facilities and/or the land on which they sit.

Bylaw No. 4628 allows that money in the Reserve Fund is to be used to pay for or assist in paying for new Parks, Recreation and Culture facilities or for capital improvements to existing facilities.

Typically, the funds have been used to pay for new facilities. However, as the existing facilities age there is heightened need to invest large capital dollars to ensure their continued operation and relevancy. Renewal of existing facilities is consistent with current strategic direction and sustainability principles and objectives.

In 2008, capital reporting requirements changed requiring that many projects that had been classified as capital projects are now classified under operating. This has resulted in funding numerous projects through general revenues and an inability to capture what realistically are capital upgrades or improvements as capital spending.

The type of investment required ranges over a variety of capital projects. Examples of operating projects are lighting upgrades, replacement of flooring, washroom upgrades, door and window replacement, lighting improvements and gym equipment replacement. These project expenditures vary from year to year and often do not exceed the new capital thresholds. They are currently funded from general revenues only.

Both capital and operating projects ensure that PRC facilities are maintained and improved, in an efficient and effective manner, to provide safe and enjoyable experiences for customers.

There is synergy and sound business practice in investing dollars back into the facilities from which those dollars are collected from through the use and programming of those facilities. Without the ability to use a portion of Reserve Funding for ongoing major maintenance and improvements there does not seem to be a viable funding solution to keep the facilities relevant and maintained in the long-term.

☐ Council  
☒ Committee *EPLOW*  
☒ Open Meeting  
☐ In-Camera Meeting  
Meeting Date: *2010-JUN-28*

Access to reserve monies for both operating and capital projects supports maintaining and improving existing PRC facilities in a cost effective and sustainable manner.

The draft Parks, Recreation and Culture 2011-2015 Capital Plan reflects the philosophy and recommendation outlined in this report.

At their meeting of 2010-JUN-23, the Parks, Recreation and Culture Commission passed a motion supporting the recommendation that Council amend the "PARKS RECREATION AND CULTURE FACILITIES CAPITAL IMPROVEMENTS RESERVE FUND BYLAW 1993 NO. 4628", to allow up to 25 percent of the revenues collected to be allocated for ongoing recreation and culture facility lifecycle maintenance and repair projects.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Larry McNabb", written in a cursive style.

Larry McNabb, Chair  
Parks, Recreation and Culture Commission

Attachment – 1

2010-JUN-24  
File: A4-1-2 / C5-5  
G:\Admin\PRCC\RptCouncil\PRCCRPT100628FacilitiesCapitalImprovementsReserveFundBylaw1993No.4628.docx

CITY OF NANAIMO

BYLAW NO. 4628

A BYLAW TO ESTABLISH A RESERVE FUND FOR NEW PARKS,  
RECREATION AND/OR CULTURE FACILITIES

---

WHEREAS Section 378 of the Municipal Act provides for the Municipality to establish a Reserve Fund for or in respect of Capital Projects;

AND WHEREAS the City wishes to establish a Reserve Fund to pay for or assist in paying for new Parks, Recreation and/or Culture Facilities;

THEREFORE BE IT RESOLVED that the City of Nanaimo, in open meeting assembled, HEREBY ENACTS as follows:

1. This bylaw may be cited as "PARKS, RECREATION AND CULTURE FACILITIES CAPITAL IMPROVEMENTS RESERVE FUND BYLAW 1993 NO. 4628".
2. There shall be and is hereby established a reserve fund under the provisions of Section 378 of the Municipal Act for the purpose as set out in this bylaw.
3. Money from the sale of Parks, Recreation and Culture facilities, including the proceeds from the sale of the land upon which the facilities sit may from time to time be paid into this Reserve Fund.
4. Money from an additional levy included in rates set by Council of the City for use of Parks, Recreation and Culture facilities and programs shall from time to time be paid into this Reserve Fund.
5. Money in the Reserve Fund shall only be used to pay for or assist in paying for new Parks, Recreation and/or Culture Facilities or for capital improvements to existing Parks, Recreation and/or Culture Facilities.

PASSED FIRST, SECOND AND THIRD READINGS 1993-MAR-08.  
ADOPTED 1993-MAR-22.

---

MAYOR

---

CITY CLERK

REPORT TO: MAYOR AND COUNCIL

FROM: LARRY McNABB, CHAIR, PARKS, RECREATION AND CULTURE COMMISSION

RE: LICENSE OF USE AGREEMENTS TO NON-PROFIT SOCIETIES

RECOMMENDATION:

That Council approve the following License of Use agreements for a five year (5) period at an annual rent of \$1.00 given that the services provided in these licenses meet well with the stated guidelines.

Licensee	License Period	Admin Fee	Rent
Vancouver Island (VI) Raiders Football Club	2010-JUN-01 to 2015-MAY-31	\$125.00	\$1.00/year
Vancouver Island Exhibition (VIE) Community Garden	2010-JUN-01 to 2015-MAY-31	\$125.00	\$1.00/year

EXECUTIVE SUMMARY:

The "Guidelines Establishing the Value of Rent for Lease or License Agreements to Non-Profit Societies", as recommended by the Parks, Recreation and Culture Commission, were adopted by Council at their meeting of 2007-JUL-09. The guidelines to assist with determining nominal rent for non-profit societies are as follows:

1. The primary service offered provides a demonstrable public benefit.
2. Participation or membership is available to a broad demographic in the community.
3. The Society provides the only opportunity, or one of only a few opportunities, for the service, activity or benefit in the community.
4. The Society does not compete directly with the business community in the service it provides or the Society's services compete with the business community, but are offered in very different ways, or are accessible to persons who do not normally have access to the services or facilities in the private sector.
5. Taxpayers will expect the City to provide the service if the entity declines to.
6. There is a unique distinguishing feature.

The above guidelines were used in reviewing the Licence of Use Agreements (attached) for the Vancouver Island (V.I.) Raiders Football Club and the Vancouver Island Exhibition (VIE) Community Garden. The conclusion was that the service provided by these organizations meets the guidelines and an annual rent of \$1.00 for each License of Use agreement was appropriate.

☐ Council  
☒ Committee *E/PLOW*  
☒ Open Meeting  
☐ In-Camera Meeting  
Meeting Date: *2010-JUN-28*

**BACKGROUND:**

The Vancouver Island (V.I.) Raiders Football Club “License of Use” agreement is for the new Media/Storage building at Caledonia Park which was built by the Vancouver Island (V.I.) Raiders organization but available for use by all sports groups who use the Caledonia Sports Field.

The Vancouver Island Exhibition (VIE) Community Garden “License of Use” agreement is new recognizing the recently approved community garden in Beban Park which will benefit all gardeners within the city.

In each of these agreements:

- The City grants to the Licensee a right by way of license to use the land and for the purpose of the enjoyment and recreation of members of the public and for no other purpose.
- The Licensee covenants with the City to pay all taxes, rates, duties and assessments. In addition the Licensee pays as they become due, all water, sewer, garbage, gas, oil, telephone and electric light and power used on the License area.
- The Licensee will, at all times during the term of this Agreement, at its own cost and expense, repair, maintain and keep the License area in good order and repair.

In assessing the rent applicable to these licenses, it was determined that both licenses provided services that met the guidelines for nominal rent for non-profit societies.

At their meeting of 2010-JUN-23, the Parks, Recreation and Culture Commission passed a motion supporting the recommendation that Council approve the following License of Use agreements for a five year (5) period at an annual rent of \$1.00 given that the services provided in these licenses meet well with the stated guidelines:

Licensee	License Period	Admin Fee	Rent
Vancouver Island (VI) Raiders Football Club	2010-JUN-01 to 2015-MAY-31	\$125.00	\$1.00/year
Vancouver Island Exhibition (VIE) Community Garden	2010-JUN-01 to 2015-MAY-31	\$125.00	\$1.00/year

Respectfully submitted,



Larry McNabb, Chair  
Parks, Recreation and Culture Commission

2010-JUN-24

File: A4-1-2 / C2-5

G:\Admin\PRCC\RptCouncil\PRCCRPT100628LicenseOfUseAgreementsToNonProfitSocieties.docx



## **LICENSE OF USE**

**THIS AGREEMENT** made the       day of       2010.

**BETWEEN:**

**CITY OF NANAIMO**  
455 Wallace Street  
Nanaimo, British Columbia  
V9R 5J6

(the "**Municipality**")

**OF THE FIRST PART**

**AND:**

**VANCOUVER ISLAND (VI) RAIDERS FOOTBALL CLUB**  
2030 Boxwood Road  
Nanaimo, British Columbia  
V9S 5W7

(the "**Licensee**")

**OF THE SECOND PART**

### **W H E R E A S:**

- A. The Municipality is the owner of land described in Schedule "A" to this Agreement (the "**Land**");
- B. The Licensee wishes to be granted this license of use to use the Land and the Municipality has agreed.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the fee paid by the Licensee to the Municipality and in consideration of the premises and covenants and Agreements contained in this Agreement, the Municipality and the Licensee covenant and agree with each other as follows:

#### **1.0 RIGHT TO OCCUPY**

- 1.1 The Municipality, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Licensee a right by way of license for the Licensee, its agents, employees, and invitees to use the Land and for the purpose of the enjoyment and recreation of members of the public and for no other purpose.

## **2.0 RESERVATION OF RIGHTS**

- 2.1 The Municipality hereby reserves to itself from the grant and the covenants made by it to the Licensee under clause 1 above the right for the Municipality, its agents, employees, contractors and subcontractors to have full and complete access to the Land to carry out any operations associated with the Municipality's use of the Land.

## **3.0 LICENSE FEE**

- 3.1 In consideration of the right to use, the Licensee shall pay to the Municipality the sum of One Dollar (\$1.00), plus HST as per Section 5.1, in each year of the Term.
- 3.2 The Licensee shall pay to the municipality the sum of One Hundred Twenty Five Dollars (\$125.00), plus HST as per Section 5.1, upon the execution of this agreement.

## **4.0 TERM**

- 4.1 The Term of the License granted under this Agreement shall be from the 1<sup>st</sup> day of June, 2010 to the 31st day of May, 2015 unless earlier terminated under this Agreement.

## **5.0 TAXES**

- 5.1 The Licensee shall pay all taxes, rates, duties and assessments whatsoever, whether federal, provincial, municipal or otherwise charged upon the Licensee or the Municipality as a result of the Licensee's occupation of or use of the Land. Without in any way restricting the generality of the foregoing, the Licensee shall pay to the Municipality, H.S.T. of 12% on the License fee.

## **6.0 CONSTRUCTION**

- 6.1 The Licensee shall not construct or place any buildings or structures or make any improvements on the Land, unless prior to any construction, it has:
- (a) obtained the Municipality's approval in writing to the site plans, working drawings, plans, specifications, and elevations; and
  - (b) obtained a building permit from the local government authority having jurisdiction authorizing the construction of the buildings and structures set out in the permits and the plans and specifications attached to it; and
  - (c) obtained all required inspections, and the work shall be carried out at the cost of the Licensee; and

(d) delivered final as-built drawings to the Municipality.

6.2 The Licensee shall not occupy the buildings without first obtaining an occupancy certificate.

6.3 The Licensee shall, at its cost, maintain any buildings, structures or improvements constructed or placed on the Land during the Term.

## **7.0 INSURANCE**

7.1 (a) the Licensee will take out and maintain during the term of the License a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the premises by the Licensee in the amount of not less than five million dollars per single occurrence or such greater amount as the Municipality may from time to time designate, naming the Municipality as an insured party thereto and shall provide the Municipality with a certified copy of such policy or policies;

(b) all policies of insurance shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the Municipality thirty days prior written notice;

(c) if the Licensee does not provide or maintain or enforce the Insurance required by this Agreement, the Municipality may take out the necessary insurance and pay the premium for periods of one year at a time and the Licensee shall pay to the Municipality as additional License fees the amount of the premium immediately on demand;

(d) if both the Municipality and the Licensee claims to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement of the claim of the Municipality and the balance, if any, to the settlement of the claim of the Licensee;

(e) the deductible on the policy of the Insurance shall be not more than five thousand dollars.

## **8.0 INDEMNIFICATION**

8.1 The Licensee releases and will indemnify and save harmless the Municipality, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liability which the Licensee or any of them or anyone else may incur, suffer or allege by reason of the use of the Land by the Licensee or by any member of the public using any building, structure or improvement built or placed by the Licensee on the Land or the carrying on upon the Land of any activity in relation to the Licensee's use of the Land.

## **9.0 BUILDERS LIENS**

- 9.1 The Licensee will indemnify the Municipality from and against any liens for wages or materials, for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Licensee may make or cause to be made on, in or to the Land.

## **10.0 NOTICES**

- 10.1 It is hereby mutually agreed:

Any notice required to be given under this Agreement shall be deemed to be sufficiently given:

- (a) to be delivered at the time of delivery and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:
  - (i) if to the Municipality:

**CITY OF NANAIMO**

Attention: Director of Parks, Recreation and Culture  
 500 Bowen Road  
 Nanaimo, BC  
 V9R 1Z7

- (ii) if to the Licensee:

**VANCOUVER ISLAND (VI) RAIDERS FOOTBALL CLUB**

Attention: President  
 2030 Boxwood Road  
 Nanaimo, British Columbia  
 V9S 5W7

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

## **11.0 TERMINATION**

- 11.1 If the Licensee is in default on the payment of License fees, or the payment of any other sum payable under this Agreement, or is in breach of this Agreement, and if the default continues after the giving of notice by the Municipality to the Licensee, then the Municipality may terminate this Agreement and reenter the Land and the rights of the Licensee with respect to the Land shall lapse and be absolutely forfeited.

## **12.0 FORFEITURE**

- 12.1 The Municipality, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of reentry upon breach of this Agreement, does not waive the Municipality's rights upon any subsequent breach of the same or any other provision of this Agreement.

## **13.0 FIXTURES**

- 13.1 Unless the Licensee upon notice from the Municipality removes them, all buildings, structures or improvements constructed on the Land by the Licensee shall at the termination of the Agreement, become the sole property of the Municipality at no cost to the Municipality.

## **14.0 REPAIRS BY THE MUNICIPALITY**

- 14.1 (a) If the Licensee fails to repair or maintain the Land or any building, structure or improvements on the Land in accordance with this Agreement, the Municipality may, by its agents, employees or contractors enter the Land 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 Licensee to the Municipality;
- (b) In making the repairs or doing the maintenance the Municipality may bring and leave upon the Land the necessary materials, tools and equipment and the Municipality shall not be liable to the Licensee for any inconvenience, annoyance, loss of business or other injuries suffered by the Licensee by reason of the Municipality effecting the repairs or maintenance;
- (c) The Licensee releases the Municipality, 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 Licensee 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 Municipality, its elected and appointed officers, employees and agents.

## **15.0 TREE CUTTINGS, EXCAVATIONS AND HAZARDOUS SUBSTANCES**

- 15.1 (a) The Licensee will not carry on or do or allow to be carried on or done on the land any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the surface of the Land and shall not bring on or deposit any soil or fill on the Land except with the written consent of the Municipality;
- (b) The Licensee will not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on the Land or to any trees, bush or vegetation on the Land any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Land or any water on the Land.

## **16.0 CLEAN UP**

- 16.1 At the end of the term, the Licensee shall clean up the Land and restore the surface of the Land as reasonably as may be possible to the condition of the Land prior to the commencement of the term of this Agreement.

## **17.0 REGULATIONS**

- 17.1 The Licensee will:
- (a) comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Municipality or the Licensee;
- (b) indemnify the Municipality from all lawsuits, damages, loss, costs or expenses that the Municipality may incur by reason of non-compliance by the Licensee with legal requirements or by reason of any defect in the Land or any injury to any person or to any personal property contained on the Land. The Licensee shall be responsible for any damage to the Land occurring while the Licensee is exercising its rights under this Agreement.

## **18.0 NO COMPENSATION**

- 18.1 The Licensee shall not be entitled to compensation for any loss or injurious affection or disturbance resulting in any way from the termination of the License or the loss of the Licensee's interest in any building, structure or improvement built or placed on the Land.

## **19.0 MISCELLANEOUS**

- 19.1 (a) The Licensee warrants and represents that the execution of this Agreement by the Licensee on behalf of a group or organization is a warranty and representation to the Municipality that the Licensee has sufficient power, authority, and capacity to bind the group or organization with his or her signature;
- (b) In consideration of being granted the use of the Land, the Licensee agrees to be bound by the terms and conditions of this Agreement and, if the Licensee represents a group or organization, the Licensee agrees to inform all responsible persons associated with the group or organization of the terms and conditions of this Agreement;
- (c) The Licensee covenants and agrees to use the Land in accordance with the terms of use attached to this Agreement as Schedule "B";
- (d) This Agreement shall not be interpreted as granting any interest in the Land to the Licensee;
- (e) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

## **20.0 INTERPRETATION**

- 20.1 (a) That when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

- (f) A provision in this Agreement granting the Municipality a right of approval shall be interpreted as granting a free and unrestricted right to be exercised by the Municipality in its discretion.

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

by its authorized signatories

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director of Legislative Services

by its authorized signatories

\_\_\_\_\_  
Vancouver Island Raiders Football Club

\_\_\_\_\_  
Vancouver Island Raiders Football Club

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

\_\_\_\_\_  
Witness (please print)

\_\_\_\_\_  
Address

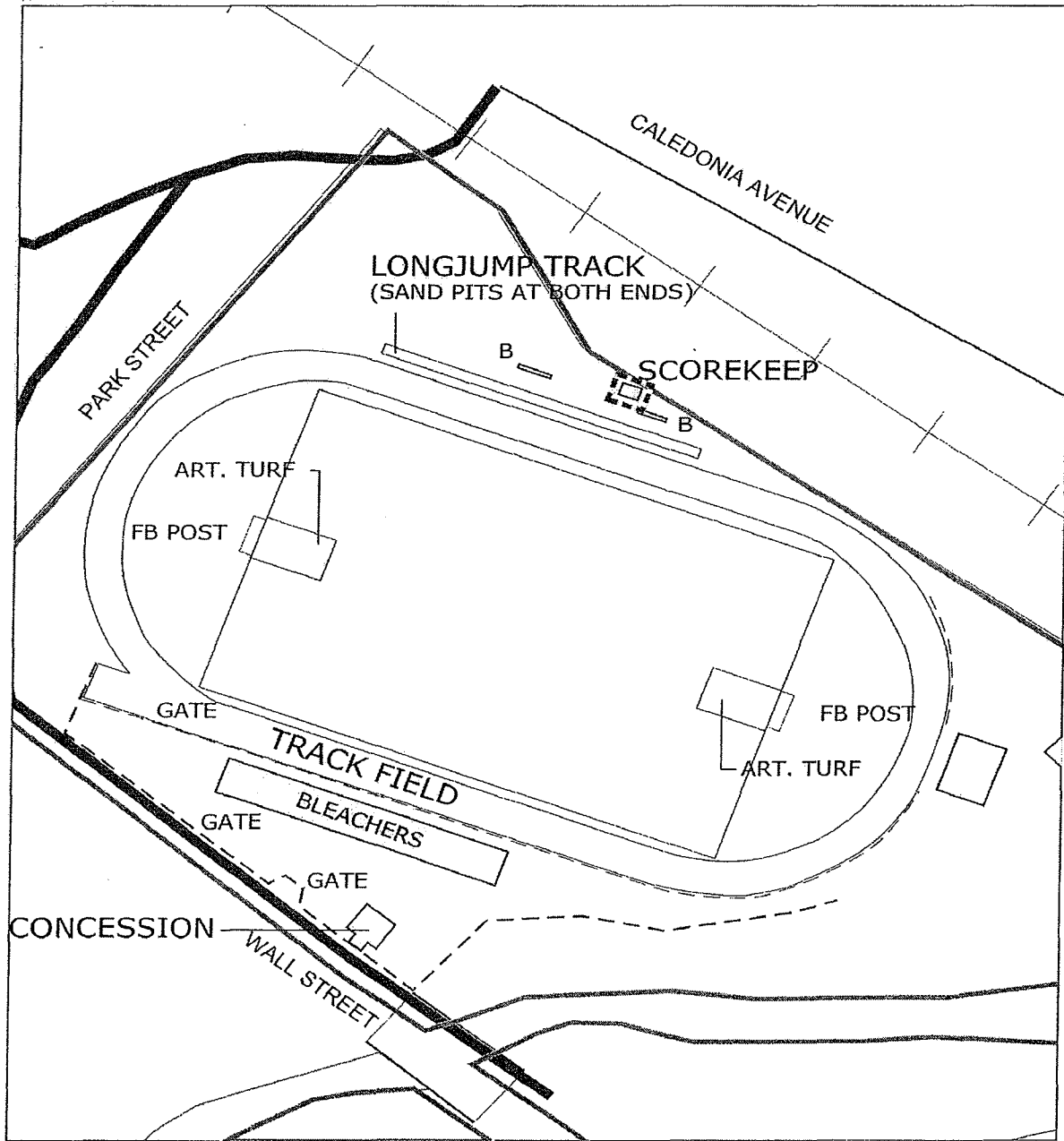
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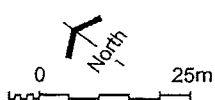


## SCHEDULE "A"

The Municipality is the owner of land located at 110 Wall Street, Nanaimo, British Columbia, described as: LOT D, SECTION 1, NANAIMO DISTRICT, PLAN 3142 - CALEDONIA PARK.



Date: June, 20010



### Schedule 'A' Licence of Use Agreement

**Caledonia Park** 110 Wall Street  
Vancouver Island Raiders, A portion of Caledonia Park  
for Media / Storage Building Use.

--- Licence Area

This drawing is for not a legal survey, refer to City of Nanaimo, Engineering & Planning Department for more information.

**SCHEDULE "B"****Terms of Use**

*[Other restrictions and conditions as appropriate, such as:]*

1. The Licensee shall ensure that the License Area is clean and litter free after every use of the License Area.
2. The Licensee will have exclusive use of the ground level storage.
3. The next level will be accessible for other user groups to use the media room for access to the score clock and times-keeper booth. User groups need to contact the Licensee prior to using this equipment. The upper level will also be accessible to user groups for viewing during their events.
4. The Licensee will have secure, exclusive use of the coach/spotter room on the second floor.
5. The Licensee shall use the premises for the purpose of conducting the sport of football and related events, socials and promotions thereto, and for no other purposes unless otherwise approved by the Municipality.
6. The City grants to the Licensee a right by way of license to use the land and for the purpose of the enjoyment and recreation of members of the public and for no other purpose.
7. The Licensee covenants with the City to pay all taxes, rates, duties and assessments. In addition the Licensee pays as they become due, all water, sewer, garbage, gas, oil, telephone and electric light and power used on the License area.
8. The Licensee will, at all times during the term of this Agreement, at its own cost and expense, repair, maintain and keep the License area in good order and repair.

## **LICENSE OF USE**

**THIS AGREEMENT** made the                      day of                      2010.

**BETWEEN:**

**CITY OF NANAIMO**  
455 Wallace Street  
Nanaimo, British Columbia  
V9R 5J6

(the "**Municipality**")

**OF THE FIRST PART**

**AND:**

**VANCOUVER ISLAND EXHIBITION (VIE<sub>x</sub>) COMMUNITY GARDEN**  
#4 – 2300 Bowen Road  
Nanaimo, BC  
V9T 3K7

(the "**Licensee**")

**OF THE SECOND PART**

### **WHEREAS:**

- A. The Municipality is the owner of land described in Schedule "A" to this Agreement (the "**Land**");
- B. The Licensee wishes to be granted this license of use to use the Land and the Municipality has agreed.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and covenants and Agreements contained in this Agreement, the Municipality and the Licensee covenant and agree with each other as follows:

#### **1.0 RIGHT TO OCCUPY**

- 1.1 The Municipality, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Licensee a right by way of license for the Licensee, its agents, employees, and invitees to use the Land and for the purpose of the enjoyment and recreation of members of the public and for no other purpose.

## **2.0 RESERVATION OF RIGHTS**

- 2.1 The Municipality hereby reserves to itself from the grant and the covenants made by it to the Licensee under clause 1 above the right for the Municipality, its agents, employees, contractors and subcontractors to have full and complete access to the Land to carry out any operations associated with the Municipality's use of the Land.

## **3.0 LICENSE FEE**

- 3.1 In consideration of the right to use, the Licensee shall pay to the Municipality the sum of One Dollar (\$1.00), plus HST as per Section 5.1, in each year of the Term.
- 3.2 The Licensee shall pay to the municipality the sum of One Hundred Twenty Five Dollars (\$125.00), plus HST as per Section 5.1, upon the execution of this agreement.

## **4.0 TERM**

- 4.1 The Term of the License granted under this Agreement shall be from the 1<sup>st</sup> day of June, 2010 to the 31<sup>st</sup> day of May, 2015 unless earlier terminated under this Agreement.

## **5.0 TAXES**

- 5.1 The Licensee shall pay all taxes, rates, duties and assessments whatsoever, whether federal, provincial, municipal or otherwise charged upon the Licensee or the Municipality as a result of the Licensee's occupation of or use of the Land. Without in any way restricting the generality of the foregoing, the Licensee shall pay to the Municipality, H.S.T. of 12% on the Licence fee.

## **6.0 CONSTRUCTION**

- 6.1 The Licensee shall not construct or place any buildings or structures or make any improvements on the Land, unless prior to any construction, it has:
- (a) obtained the Municipality's approval in writing to the site plans, working drawings, plans, specifications, and elevations; and
  - (b) obtained a building permit from the local government authority having jurisdiction authorizing the construction of the buildings and structures set out in the permits and the plans and specifications attached to it; and
  - (c) obtained all required inspections, and the work shall be carried out at the cost of the Licensee; and
  - (d) delivered final as built drawings to the Municipality.

6.2 The Licensee shall not occupy the buildings without first obtaining an occupancy certificate.

6.3 The Licensee shall, at its cost, maintain any buildings, structures or improvements constructed or placed on the Land during the Term.

## **7.0 INDEMNIFICATION**

7.1 The Licensee releases and will indemnify and save harmless the Municipality, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liability which the Licensee or any of them or anyone else may incur, suffer or allege by reason of the use of the Land by the Licensee or by any member of the public using any building, structure or improvement built or placed by the Licensee on the Land or the carrying on upon the Land of any activity in relation to the Licensee's use of the Land.

## **8.0 BUILDERS LIENS**

8.1 The Licensee will indemnify the Municipality from and against any liens for wages or materials, for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Licensee may make or cause to be made on, in or to the Land.

## **9.0 NOTICES**

9.1 It is hereby mutually agreed:

Any notice required to be given under this Agreement shall be deemed to be sufficiently given:

- (a) to be delivered at the time of delivery and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:
  - (i) if to the Municipality:

**CITY OF NANAIMO**

Attention: Director of Parks, Recreation and Culture  
500 Bowen Road  
Nanaimo, BC V9R 1Z7

- (ii) if to the Licensee:

**VANCOUVER ISLAND EXHIBITION (VIE<sub>x</sub>)**

Attention: President  
#4 – 2300 Bowen Road  
Nanaimo, BC V9T 3K7

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

#### **10.0 TERMINATION**

- 10.1 If the Licensee is in breach of this Agreement, and if the default continues after the giving of notice by the Municipality to the Licensee, then the Municipality may terminate this Agreement and reenter the Land and the rights of the Licensee with respect to the Land shall lapse and be absolutely forfeited.

#### **11.0 FORFEITURE**

- 11.1 The Municipality, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of reentry upon breach of this Agreement, does not waive the Municipality's rights upon any subsequent breach of the same or any other provision of this Agreement.

#### **12.0 FIXTURES**

- 12.1 Unless the Licensee upon notice from the Municipality removes them, all buildings, structures or improvements constructed on the Land by the Licensee shall at the termination of the Agreement, become the sole property of the Municipality at no cost to the Municipality.

#### **13.0 REPAIRS BY THE MUNICIPALITY**

- 13.1 (a) If the Licensee fails to repair or maintain the Land or any building, structure or improvements on the Land in accordance with this Agreement, the Municipality may, by its agents, employees or contractors enter the Land 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 Licensee to the Municipality;
- (b) In making the repairs or doing the maintenance the Municipality may bring and leave upon the Land the necessary materials, tools and equipment and the Municipality shall not be liable to the Licensee for any inconvenience, annoyance, loss of business or other injuries suffered by the Licensee by reason of the Municipality effecting the repairs or maintenance;
- (c) The Licensee releases the Municipality, 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 Licensee 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 Municipality, its elected and appointed officers, employees and agents.

#### **14.0 TREE CUTTINGS, EXCAVATIONS AND HAZARDOUS SUBSTANCES**

- 14.1 (a) The Licensee will not carry on or do or allow to be carried on or done on the land any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the surface of the Land and shall not bring on or deposit any soil or fill on the Land except with the written consent of the Municipality;
- (b) The Licensee will not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on the Land or to any trees, bush or vegetation on the Land any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Land or any water on the Land.

#### **15.0 CLEAN UP**

- 15.1 At the end of the term, the Licensee shall clean up the Land and restore the surface of the Land as reasonably as may be possible to the condition of the Land prior to the commencement of the term of this Agreement.

#### **16.0 REGULATIONS**

- 16.1 The Licensee will:

- (a) comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Municipality or the Licensee;
- (b) indemnify the Municipality from all lawsuits, damages, loss, costs or expenses that the Municipality may incur by reason of non-compliance by the Licensee with legal requirements or by reason of any defect in the Land or any injury to any person or to any personal property contained on the Land. The Licensee shall be responsible for any damage to the Land occurring while the Licensee is exercising its rights under this Agreement.

#### **17.0 NO COMPENSATION**

- 17.1 The Licensee shall not be entitled to compensation for any loss or injurious affection or disturbance resulting in any way from the termination of the License or the loss of the Licensee's interest in any building, structure or improvement built or placed on the Land.

## **18.0 MISCELLANEOUS**

- 18.1 (a) The Licensee warrants and represents that the execution of this Agreement by the Licensee on behalf of a group or organization is a warranty and representation to the Municipality that the Licensee has sufficient power, authority, and capacity to bind the group or organization with his or her signature;
- (b) In consideration of being granted the use of the Land, the Licensee agrees to be bound by the terms and conditions of this Agreement and, if the Licensee represents a group or organization, the Licensee agrees to inform all responsible persons associated with the group or organization of the terms and conditions of this Agreement;
- (c) The Licensee covenants and agrees to use the Land in accordance with the terms of use attached to this Agreement as Schedule "B";
- (d) This Agreement shall not be interpreted as granting any interest in the Land to the Licensee;
- (e) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

## **19.0 INTERPRETATION**

- 19.1 (a) That when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.



- (f) A provision in this Agreement granting the Municipality a right of approval shall be interpreted as granting a free and unrestricted right to be exercised by the Municipality in its discretion.

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

by its authorized signatories )  
 )  
 )  
 )  
\_\_\_\_\_)  
Mayor )  
 )  
 )  
\_\_\_\_\_)  
Director of Legislative Services )  
 )

by its authorized signatories )  
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 )  
\_\_\_\_\_)  
Vancouver Island Exhibition (VIEx) )  
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\_\_\_\_\_)  
Vancouver Island Exhibition (VIEx) )  
 )

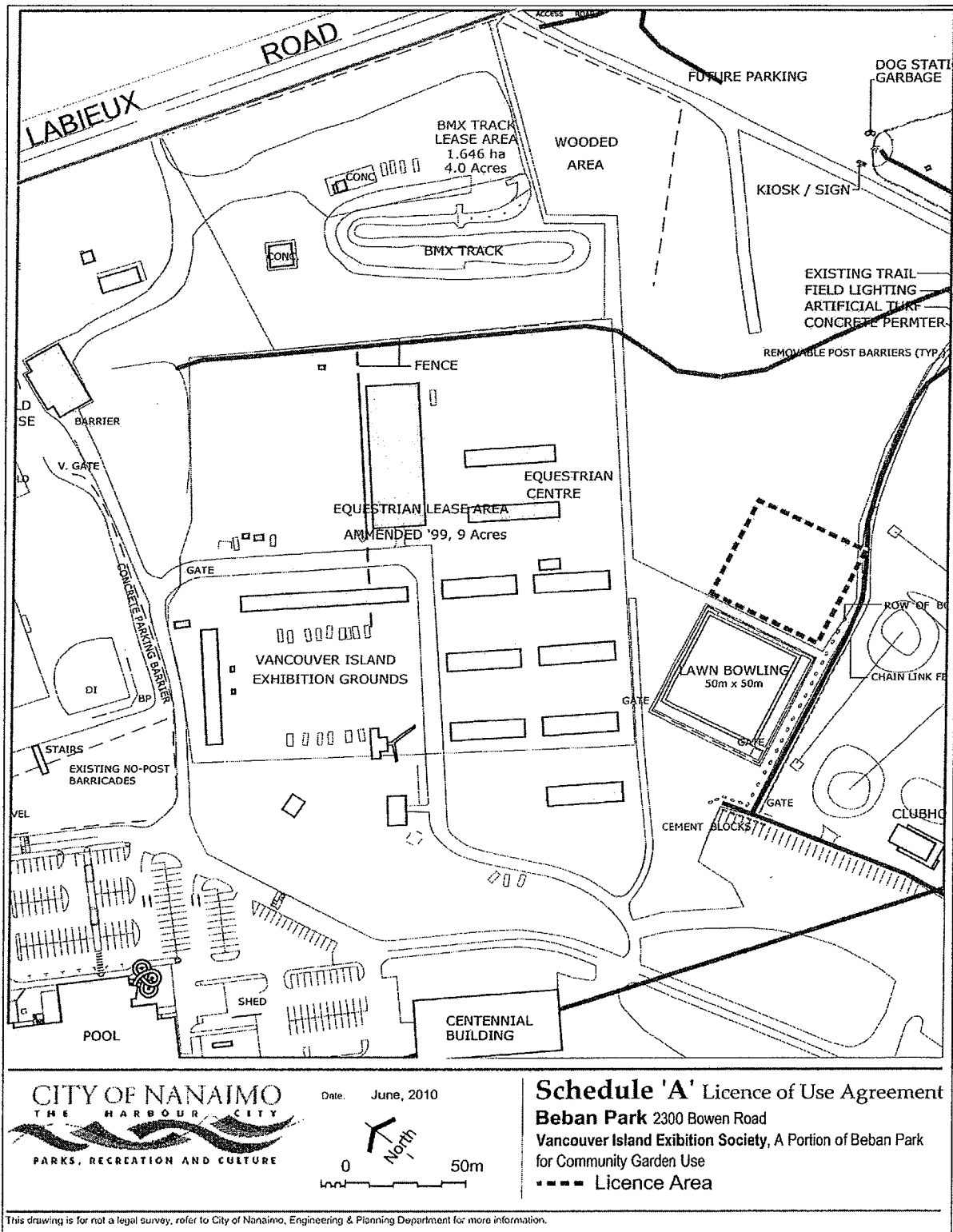
**SIGNED, SEALED AND DELIVERED** )  
in the presence of: )

\_\_\_\_\_)  
Witness (please print) )  
 )  
 )  
\_\_\_\_\_)  
Address )  
 )  
 )  
\_\_\_\_\_)  
Occupation )

\_\_\_\_\_)  
Witness Signature

## SCHEDULE "A"

The Municipality is the owner of land located at 2300 Bowen Road, Nanaimo, British Columbia described as: That Part of Lot 1, Sections 18 to 20, Range 7, Mountain District, Plan 27441, except those parts in Plans 40622 and 44255.



## **SCHEDULE "B"**

### **Terms of Use**

*[Other restrictions and conditions as appropriate, such as:]*

1. The Licensee shall ensure that the Licence Area is clean and litter free after every use of the Licence Area.
2. The Licensee shall cooperate with the Municipality and other users of the Land to permit other persons and organizations to have access to the Land at reasonable times.
3. The Licensee shall use the License area for the purposes of a community garden consistent with the City's Community Garden Policy.
4. The City grants to the Licensee a right by way of license to use the land and for the purpose of the enjoyment and recreation of members of the public and for no other purpose.
5. The Licensee covenants with the City to pay all taxes, rates, duties and assessments. In addition the Licensee pays as they become due, all water, sewer, garbage, gas, oil, telephone and electric light and power used on the License area.
6. The Licensee will, at all times during the term of this Agreement, at its own cost and expense, repair, maintain and keep the License area in good order and repair.

REPORT TO: MAYOR AND COUNCIL

FROM: LARRY McNABB, CHAIR, PARKS, RECREATION AND CULTURE COMMISSION

RE: VIEX ANNUAL OPERATING FUNDING

---

RECOMMENDATION:

That Council approve a \$12,000 annual operating line item to support the Vancouver Island Exhibition (VIEx) organization starting in 2011, for a three-year term, and that the VIEx provide all materials documentation and surveys as requested by Staff.

EXECUTIVE SUMMARY:

At their meeting of 2010-JUN-09, the Recreation Committee reviewed the matter of offset funding for the VIEx and unanimously agreed that the Committee recommend that the Parks, Recreation and Culture Commission recommend that Council approve a \$12,000 annual operating line item to support the Vancouver Island Exhibition (VIEx) organization starting in 2011, for a maximum three-year term, and that the VIEx provide all materials documentation and surveys as requested by Staff.

At their meeting of 2010-JUN-23, the Parks, Recreation and Culture Commission passed a motion supporting the recommendation that Council approve a \$12,000 annual operating line item to support the Vancouver Island Exhibition (VIEx) organization starting in 2011, for a three-year term, and that the VIEx provide all materials documentation and surveys as requested by Staff.

BACKGROUND:

At the Parks, Recreation and Culture Commission meeting of 2010-APR-28, the matter of offset funding for the VIEx was referred to the Recreation Committee for review and reporting back to Commission.

At the Parks Committee meeting of 2010-JUN-09, it was unanimously agreed that the Parks Committee recommend that the Parks, Recreation and Culture Commission recommend that Council approve a \$12,000 annual operating line item to support the Vancouver Island Exhibition (VIEx) organization starting in 2011, for a three-year term, and that the VIEx provide all materials documentation and surveys as requested by Staff.

The VIEx has been involved in Beban Park and the fall exhibition for many years. Through a license of use, the group has operated and maintained the Agricultural Lands at Beban since 1956.

Over the past two years the VIEx has focused energy on growing their business outside the annual fall fair. The group has held an annual pumpkin competition and display in October, is working with the Nanaimo Community Gardens in the development of Community Gardens within their license of use area, and has started conversation with the Nanaimo Kennel Club to look at future partnership opportunities. VIEx would like to establish Beban Park, through a variety of programs, partnerships and offerings, as the centre for Nanaimo urban agriculture.

☐ Council  
☒ Committee *ELPLOW*  
☒ Open Meeting  
☐ In-Camera Meeting  
Meeting Date: *2010-JUN-28*

While the annual exhibition continues to grow in size and enjoy success, over the last two years the group has come forward to the City of Nanaimo asking for financial support. Increased costs, combined with decreased funding have made it difficult for the VIE to build on past success and grow the fall fair without ongoing financial support.

The group has indicated they require funding to assist in paying the facility rentals costs of the Beban Park recreation facilities that are used for various activities throughout the fall fair. These costs fluctuate between \$8K and \$14K, depending on the space used.

Annual financial assistance would assist VIE in paying the hard costs of the facilities they use outside their license agreement. The Special Event funding could assist in the delivery of the fair, allowing the group to use freed up dollars to expand programs throughout the year.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Larry McNabb', written in a cursive style.

Larry McNabb, Chair  
Parks, Recreation and Culture Commission

2010-JUN-24  
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2010-JUN-23

## STAFF REPORT

REPORT TO: A. TUCKER, DIRECTOR OF PLANNING,  
COMMUNITY SAFETY & DEVELOPMENT

FROM: J. HOLM, MANAGER, PLANNING, COMMUNITY SAFETY & DEVELOPMENT

RE: REAL ESTATE / CONSTRUCTION SIGNS

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### STAFF'S RECOMMENDATION:

That Council direct Staff to:

1. continue the current practice of not requiring removal of real estate or construction signs while that section of the Sign Bylaw is under review;
2. seek public input on any proposed changes to the Sign Bylaw for real estate / construction signage, specifically including input from the Vancouver Island Real Estate Board (VIREB) and the Canadian Home Builders' Association of BC – Central Vancouver Island (CHBA); and
3. bring forward a report for Council consideration on possible amendments to the Sign Bylaw upon completion of the public consultation.

### EXECUTIVE SUMMARY:

When the Sign Bylaw was written in 1987, the bylaw included a provision that a permit was not required for temporary signage (up to a certain size) advertising real estate sales or for construction site signs. In the case of construction site signs, one sign is permitted per site, with each sign restricted to a maximum size of 32 ft<sup>2</sup>, and could only be erected for the duration of the construction project. A similar provision is in place for real estate signage.

During the past number of years, it has become common practice to erect large signs (exceeding 32 ft<sup>2</sup>) during the construction and marketing phases of large scale, multiple family projects. The signs often incorporate the same logos, graphics and imagery that are used for the project's print advertising and marketing brochures.

Also, during the construction phase of large projects it has become common practice that each company providing a trade, materials or financing, to the project post their signs on site. This practice does not meet the Sign Bylaw regulation of one construction sign per site.

With the downturn in the economy some projects are taking longer to sell than originally planned. The purpose of this report is to confirm Council's existing direction not to pursue removal of real estate / construction signs while those provisions are under review and to direct Staff to consult with the real estate, development and construction industries and the public, prior to amending the Sign Bylaw regulations for real estate / construction signs.

☐ Council  
☒ Committee *F/PCOW*  
☒ Open Meeting  
☐ In-Camera Meeting  
Meeting Date: *2010-JUN-28*

**BACKGROUND:**

At the "In Camera" meeting of 2008-JAN-28, Council considered a report regarding real estate / construction signage. As part of the Council direction at that time was to not pursue removal of real estate / construction signage that was not in compliance with the Sign Bylaw until an alternate method to address this type of signage is in place.

Council, at its meeting of 2008-SEP-29, made a motion to establish a Sign Committee to initially review LED signs and make recommendations to Council, and thereafter review real estate / construction signs and determine if a partial or full rewrite of the Sign Bylaw was needed.

In April of 2009, the first meeting of the Sign Committee was held. One of the first items of business was to establish a Workplan for the Committee. The Committee's Workplan set out to deal with the issue of LED signs first, real estate / construction signs second, and a rewrite of the Sign Bylaw, if required, third.

During the past year, the Sign Committee has met a number of times to address LED signage, which has led to drafting of proposed changes to the Sign Bylaw for this form of signage. That bylaw amendment is scheduled to be considered by Council in the near future. Now that Council has provided direction on LED signs, it is appropriate that Council authorize the review of real estate / construction signs. The types of real estate / construction signs to be considered as part of this review will include:

1. marketing signage for large-scale and multiple family projects;
2. real estate signage that advertises homes for sale, homes sold and open houses;
3. signage advertising construction trades, materials and financing; and
4. bus benches.

The review phase should seek input from the development industry, VIREB, CHBA and the public.

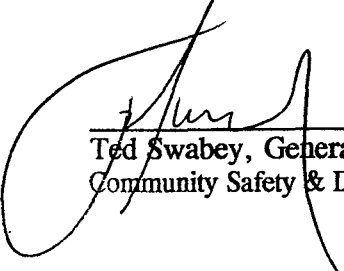
Recommendations will be brought back for Council consideration in the fall of 2010.

Respectfully submitted,

  
\_\_\_\_\_  
J. Holm  
Manager, Planning Section  
**Community Safety & Development**

  
\_\_\_\_\_  
A. Tucker  
Director of Planning  
**Community Safety & Development**

AT/pm/hp  
COTW: 2010-JUN-28  
G:\DevPlan\Files\Legis\3900\30\ZA1-47\Reports\2010Jun28 COTW Rpt Sign Bylaw.docx

  
\_\_\_\_\_  
Ted Swabey, General Manager  
**Community Safety & Development**

## STAFF REPORT

REPORT TO: D.W. HOLMES, ASSISTANT CITY MANAGER/  
GENERAL MANAGER, CORPORATE SERVICES

FROM: B. E. CLEMENS, DIRECTOR OF FINANCE

RE: 2011-2015 FINANCIAL PLAN PRIORITIES

### STAFF'S RECOMMENDATION:

That Council:

1. Confirm the eleven budget priorities previously stated by Council; or
2. Provide alternate budget direction.

### EXECUTIVE SUMMARY:

Staff has already begun the process of preparing the 2011-2015 Financial Plan. While doing so, staff will be taking into account the eleven budget priorities previously established by Council. If Council no longer supports these priorities, it is critical that new direction be provided to staff as soon as possible so that the budget that will be presented to Council in November will reflect Council's priorities.

### BACKGROUND:

Although Council has just adopted the 2010-2014 Financial Plan and the 2010 Tax Rates Bylaw, staff is about to begin working on next year's financial plan. Throughout the summer, departmental staff will be preparing budgets based on direction provided by Council and building on the 2010-2014 Financial plan approved by Council last month. The draft budget will be assembled by Finance staff, reviewed by senior management and revised before being presented to Council in mid-November 2010. Although this may seem like a very long process, there is a considerable amount of work and discussion involved in preparing a budget this complicated, and it is not practical to materially shorten this phase.

As a reminder, the recently adopted Financial Plan contains the following property tax increases:

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Blended	2.0%	4.7%	3.5%	2.3%	3.6%
Residential	3.1%	5.7%	4.5%	2.3%	3.6%
Commercial	2.0%	4.7%	3.5%	2.3%	3.6%
Industrial	-15.4%	-15.9%	-21.0%	2.3%	3.6%

☐ Council  
☒ Committee *F/PCOW*  
☒ Open Meeting  
☐ In-Camera Meeting  
 Meeting Date: *2010-JUN-28*



The larger increases in 2011 are due to staffing increases already made by Council (police and fire) and the capital project at Quarterway Bridge/Bowen Road.

Staff will, as always, be looking for ways to limit increases and reduce the budget where possible, but if Council wishes to make major reductions to the proposed tax increases, this cannot be achieved without implications for staffing and service levels.

Council has previously provided staff with a list of eleven budget priorities. Below is a list of these priorities and a brief description of some of the ways in which these priorities have been supported in the 2010-2014 Financial Plan.

**Budget Priorities:**

1. *Maintain safe and adequate water supply and sewer services.*

The Five Year Financial Plan contains adequate funding for the operation and maintenance of the City's sewer and water distribution systems. Over the next decade, expenditures will increase substantially for water supply. This is expected to include a new water treatment plant, improvements to existing water storage facilities at the No. 1 Reservoir, and increased storage at Jump Creek (i.e. a new dam or raising the existing dam). Water supply is projected to be the largest increase in expenditures over the next 5-10 years, and it will be funded through borrowing, DCCs and increased water rates.

Staff is also considering making recommendations related to improvements to the sewage collection network. Council has already initiated community consultations related to providing sanitary sewer to the Green Lake neighbourhood.

2. *Develop a strategy for increased energy self-sufficiency (including energy production)*

The City is considering building a hydro electric generating facility in conjunction with the construction of the water treatment plant.

BC Hydro has announced that there are grants available in 2010 for the hiring of a community energy manager (hired for 2010) and for feasibility studies for district energy systems. Staff will be considering how these initiatives could fit into the City's long-term plans.

Significant expenditures are committed in the plan to projects that lower energy consumption.

3. *Economy/ability to pay, support green industry*

The budget generally reflects a "status quo" budget. The only staffing increases and related service level enhancements are in Protective Services (as previously directed by Council). Budgets are only increased for known factors, such as collective agreements and known increases such as electricity.

Supporting and encouraging green industry will be one of the Economic Development Office's responsibilities (this direction may be modified by the new Economic Development Commission).

4. *Downtown Hotel*

There are no resources to pursue a developer for a downtown hotel adjacent to the Port of Nanaimo Centre as Council declined to authorize additional spending to support this priority. Unsolicited enquiries are responded to through the Economic Development department.

5. *Recreation facility replacement/sports recreation centre*

The 2010 capital plan contains funds to upgrade Beban Park Centre, including a \$1 million grant from the RINC program. There is also funding each year for maintenance and minor upgrades to recreation facilities. There is a second artificial turf field budgeted for 2011.

6. *Public transportation*

Public transportation is mostly a regional function. City staff will work with Regional staff on opportunities to improve regional transit within the City.

Responses to initiatives such as a fast/foot ferry are handled through the Economic Development department and can be funded within the budget as presented.

7. *Environmental protection*

With partial funding from BC Hydro, the City hired an Energy Manager in 2009 and 2010. Over the next few years, the City will be undertaking several projects that are designed to reduce energy consumption and/or greenhouse gas emissions. Projected expenditures from the sustainability reserve in 2010 are \$353,000.

8. *Growth management*

One of the Higher Service Levels approved in 2010 is a comprehensive plan of the Assembly Wharf Lands area downtown.

Continued implementation of the OCP is a priority as is continuation of neighbourhood planning processes currently under way.

9. *Engage in long-term strategic planning*

There are long-term plans for water supply, fire/rescue, policing and some City infrastructure. Through implementation of new capital asset accounting rules and plant maintenance software (SAP) there will be better data to facilitate more long-term capital asset planning. Staff has undertaken a strategic planning exercise as part of its organizational structure review.

10. *Public safety (police and fire protection)*

Public safety is the largest, and fastest growing segment of the City of Nanaimo's operating budget. The financial plan contains the costs associated with the 10 year fire plan. Council has approved the hiring of 24 new RCMP officers plus support staff over the next five years. Fire Hall No 4 was increased to 24/7 staffing in June 2010 and planning for the next fire hall on Hammond Bay Road begins in 2012, which will open in 2014.

11. *Create strong pride of place*

There are a number of parks projects in the five year financial plan, including public art, Diana Krall Plaza, Maffeo-Sutton Park and Piper Park. There are also ongoing expenditures to add sidewalks, pave roads and maintain similar infrastructure.

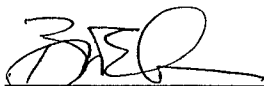
Destination marketing and destination development carried out by the Economic Development Office has a side benefit of promoting "pride of place" among city residents. Continued support of downtown development also helps to satisfy this objective.

Staff has been directed to keep these priorities in mind as they prepare their submissions for the 2011-2015 Financial Plan. If Council wants to provide alternate direction, staff recommends that Council do so as soon as possible so that staff can adjust their planning and budgets accordingly. The more clearly that Council communicates its direction, the more likely it will be that the budget presented in November will meet Council's objectives. Council can do this by passing resolutions that do one or more of the following:


- confirm or amend the existing eleven budget priorities;
- provide new direction on budget priorities;
- set target property tax increases.

In conclusion, staff is seeking to confirm whether or not Council is still comfortable with the eleven budget priorities that were previously established, or if Council wishes to provide alternate direction. If alternate direction is desired, then the sooner it is established, the more likely it will be that the budget currently being prepared by staff will reflect Council's new direction.

Respectfully submitted,



B. E. Clemens,  
Director of Finance



D. W. Holmes,  
Assistant City Manager/  
General Manager, Corporate Services

## STAFF REPORT

REPORT TO: D.W. HOLMES, ASSISTANT CITY MANAGER/  
GENERAL MANAGER OF CORPORATE SERVICES

FROM: B. E. CLEMENS, DIRECTOR OF FINANCE

RE: CITY COLLECTOR

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### RECOMMENDATION

1. That Council assign the duties and responsibilities of Collector for the City of Nanaimo to Erin Anderson and that Brian Clemens be the deputy; and
2. That all previous assignments be rescinded.

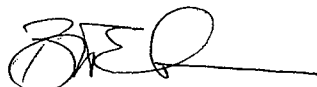
### BACKGROUND

The position of Collector has specific authority and responsibilities under the *Local Government Act* and *Community Charter*. These are related to collection of property taxes and the conduct of the annual tax sale.

As part of a re-organization in the Finance Department, Erin Anderson will be assuming the position of Manager, Revenue Services beginning 2010-July-01. The role of Collector is part of her job description and staff recommend that Council formally appoint her as Collector. Ms. Anderson has been with the City of Nanaimo for nine years, most recently as Assistant Manager, Revenue Services, and is well qualified to take on these duties.

To allow for coverage in the event of vacations or other absences, staff are recommending that Brian Clemens be assigned the duties of Deputy Collector.

Respectfully submitted,



Brian E. Clemens  
Director of Finance



Douglas W. Holmes  
Assistant City Manager/  
General Manager of Corporate Services

BEC/

FPCOW: 2010-Jun-28  
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☐ Council  
☒ Committee *F/PCOW*  
☒ Open Meeting  
☐ In-Camera Meeting  
Meeting Date: *2010-JUN-28*

2010-JUN-24

## STAFF REPORT

TO: D. HOLMES, ASSISTANT CITY MANAGER /  
GENERAL MANAGER OF CORPORATE SERVICES

FROM: J.E. HARRISON, MANAGER OF LEGISLATIVE SERVICES

RE: 2010 UBCM RESOLUTIONS

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### STAFF'S RECOMMENDATION:

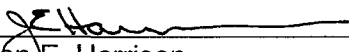
That Council consider adopting any resolutions deemed appropriate for consideration at the 2010 Union of British Columbia Municipalities Convention.

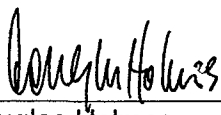
### EXECUTIVE SUMMARY:

The deadline for receipt of resolutions for consideration at the 2010 Union of British Columbia Municipalities (UBCM) Convention is 2010-JUN-30. Therefore, any resolutions that Council may wish to have presented at the UBCM Convention must be adopted at this meeting. Staff are not aware of any matters that Council has previously identified as requiring a resolution to UBCM.

A memo from UBCM reminding of the deadline and additional information with regard to the resolutions procedure are attached to this report for Council's information.

Respectfully submitted,

  
Joan E. Harrison  
Manager, Legislative Services

  
Douglas Holmes  
Assistant City Manager /  
General Manager of Corporate Services

F/P COW: 2010-JUN-28

☐ Council  
☒ Committee *F/P COW*  
☒ Open Meeting  
☐ In-Camera Meeting  
Meeting Date: *2010-JUN-28*

UNION OF  
BRITISH  
COLUMBIA  
MUNICIPALITIES

Suite 60  
10551 Shellbridge Way  
Richmond  
British Columbia  
Canada V6X 2W9  
604.270.8226  
Fax 604.270.9116  
Email: [ubcm@ubcm.ca](mailto:ubcm@ubcm.ca)

PRESIDENT  
HARRY NYCE

EXECUTIVE DIRECTOR  
GARY MACISAAC

## IMPORTANT NOTICE – UBCM RESOLUTIONS

TO: Mayor & Council  
Chair & Board  
CAO & Senior Staff

FROM: UBCM Secretariat

DATE: 22 June 2010

RE: Resolutions Submission & Debate

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### 1) Resolutions Deadline: June 30

The UBCM resolutions deadline is **June 30, 2010**, fast approaching. Please submit both a hard copy and electronic copy of your resolution(s) to UBCM prior to the deadline, in order for the resolution(s) to be considered at UBCM Convention in September.

### 2) UBCM Can Help! – Preparing Resolutions for Submission

Please avoid resolutions that simply re-iterate existing UBCM policy positions. Such resolutions lengthen resolutions debate without achieving forward progress. If the response to a previous resolution was unsatisfactory, please contact UBCM staff for assistance to express this in your resolution.

Submission procedures, writing guidelines, and a sample resolution are available on the UBCM website ([ubcm.ca](http://ubcm.ca)) under **Resolutions & Policy / Resolutions / Resolutions Procedures**.

UBCM staff are happy to assist with resolution format, wording, and procedures. Contact Reiko Tagami, Information & Resolutions Coordinator.  
Tel: 604 270 8226, ext. 115 Email: [rtagami@ubcm.ca](mailto:rtagami@ubcm.ca)

### 3) Timely Response to UBCM Request for Clarification

Sponsors are encouraged to ensure that all resolutions are clearly written and accompanied by background information. When a resolution is unclear, or background information is needed, UBCM requests clarification from the sponsor.

*UBCM is working to improve the efficiency of the resolutions process, so for 2010 we are asking resolution sponsors to respond to requests for clarification within two weeks of the request being made.*

*If within two weeks there is no response to the request for clarification, then the resolution in question will not be printed in the Resolutions Book and will not be considered at UBCM Convention in September.*

In the past, if the sponsor did not provide clarification before the print deadline, the note "No Recommendation Pending Clarification from

Sponsor” accompanied the resolution in the Resolutions Book. Without clarification, the Resolutions Committee could not fully understand the resolution and was unable to provide comments or make a recommendation on the resolution.

If your resolution is not included in the Resolutions Book for the 2010 UBCM Convention, UBCM staff will work with the sponsor to clarify the wording or background information for the resolution and ensure that the resolution is included for consideration in the 2011 resolutions process.

#### **4) Attendance at Resolutions Sessions**

Resolutions are a key part of UBCM policy-making and advocacy. You must be present to introduce and speak to your resolution(s) to ensure that UBCM will be able to represent your concerns effectively.

Check your Convention Program when you arrive in Whistler and note the resolutions session times. Watch for last-minute schedule adjustments that may affect when your resolution reaches the floor.

Since the progress of resolutions debate is unpredictable, you may wish to designate a representative to monitor progress through the resolutions so that your local government is ready to comment on resolutions you have submitted for debate whenever they may arise.

See you at Convention!

## Union of British Columbia Municipalities

*The voice of British Columbia local government.*



The Voice of British Columbia  
**Local Government**

## Resolutions Procedures

1. Deadline
2. Submission to Area Associations
3. Submission Requirements
4. Resolutions Committee Consideration
5. Resolutions Received After the Deadline
6. Resolutions Procedures
7. Other Matters Affecting Resolutions Handling
8. Resolution Template
9. Guidelines on Preparing Resolutions for UBCM
10. How to Draft a Resolution for UBCM

*This material is designed to assist you in preparing your resolutions and to clarify the procedures employed by the UBCM Resolutions Committee in categorizing resolutions for the UBCM Convention. We urge all elected officials and staff to review the following information. Please contact the UBCM office if you have further questions or need additional information.*

### Deadline

All resolutions must be received in the UBCM office by **June 30th** of each year.

(The deadline is set by UBCM Bylaws - s. 14[a])

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### Submission to Area Associations

UBCM encourages all members to submit their resolutions to their respective Area Associations for consideration prior to Convention. The Resolutions Book will indicate whether or not the resolution has been endorsed, not endorsed or not presented to the Area Association.

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### Submission Requirements

Resolutions submitted to the UBCM for consideration shall be submitted as follows:

- one copy of the resolution
- the resolution should not contain more than **two** enactment ("whereas") clauses
- accompanied by background documentation explaining the nature of the problem or concern

Sponsors should be prepared to speak to their resolutions on the Convention floor, because the resolutions will not be "read" to the delegates by the Resolutions Committee. Resolutions should address topics that are of local government concern province-wide.

**Note:** UBCM *must* receive a hard copy of all resolutions, previously faxed or emailed to the UBCM office, for consideration by the deadline date for resolutions - June 30th.



It is very helpful if an electronic copy of your resolution is forwarded to the UBCM office at the time a hard copy submission is made. You can send an electronic version to [rtagami@ubcm.ca](mailto:rtagami@ubcm.ca).

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## Resolutions Committee Consideration

UBCM policy provides for the separation of resolutions into **three** sections. The following guidelines shall be used in determining the appropriate section in which a resolution shall be placed:

1. **Section A** shall contain resolutions of importance to local government that have not previously been debated at Convention
2. **Section B** shall be divided into three parts:
  - Part I - Resolutions to be Considered as a Block
    - previously considered and endorsed resolutions
    - resolutions in keeping with UBCM policy
    - other major previously approved policy papers/documents
  - Part II and Part III - Resolutions for Individual Consideration
    - resolutions on topics not previously considered
    - previously considered but not endorsed resolutions
    - topics of local or regional significance
    - topics of national significance and recommended, as appropriate, for consideration by FCM

Note: The resolutions committee has discretion in classifying **Section B** resolutions for Individual Consideration as:

- Part II: those issues considered within the jurisdiction of local government
- Part III: those resolutions on matters of interest to local communities that are considered not within the jurisdiction of local government

Resolutions under Part II and Part III that have not been debated at Convention will be submitted to the Executive for appropriate action [note that the recommendation is printed in the Resolutions Book] and the sponsors advised of the Executive action.

**Section B** resolutions will only be considered after all **Section A** resolutions have been completed.

**Section B** resolutions will be dealt with on the Convention floor in the order in which they appear in the Resolutions Book.

3. **Section C** shall contain resolutions that have been consolidated or grouped with other resolutions under **Sections A** or **B**. Therefore, C resolutions will not be discussed on the floor of the Convention. C resolutions that have been referred to Regional District Day and the Small Talk Forum come forward to the floor of the Convention on Friday and the full membership has an opportunity to consider their recommendations at that time.

The Resolutions Committee shall combine resolutions on similar or related topics wherever possible. This is often done in the form of policy papers. For example, **Section C** resolutions pertaining to the same topic area are often incorporated into a policy paper or report that will be discussed at the Convention. (e.g. UBCM's Environment Action Plan ).

**Section C** may also contain resolutions that are referred to the Area Associations due to being of a regional nature.

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### Resolutions Received After the Deadline

Resolutions received after June 30th are not printed in the Resolutions Book and can only be admitted for debate by special motion during the Convention. The criteria for determining what is deemed to be an emergency can be found under item c (as listed below).

1. Resolutions submitted following the expiry of the regular deadline shall comply with all other submission requirements and be forwarded to the UBCM by the Friday noon preceding the date of the Annual Convention.
2. Resolutions received after the June 30th deadline shall be examined by the Resolutions Committee and shall be separated into the following categories:
  - o **Emergency** resolutions recommended to be placed before the Convention for Plenary discussion.
  - o **Late** resolutions not recommended to be admitted for Plenary discussion.
3. **Emergency** resolutions are deemed appropriate for discussion only if the topic is such that it has arisen since the regular deadline date for submission of resolutions.
4. **Emergency** resolutions shall be available for discussion after all **Section A** resolutions printed in the Resolutions Book have been debated but not before the time printed in the Convention Program.

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### Resolutions Procedures

The membership has adopted a number of amendments to improve the resolutions sessions and increase the time available for debate.

1. The process for introducing **Section B** resolutions will not require each individual resolution to be moved and seconded for introduction to the floor. **B** resolutions will be introduced as a block to the floor and then discussion will commence on each of the resolutions.

*This procedure increases the time available for debate by removing the requirement to have each B resolution moved for consideration.*

2. A category of **emergency** resolutions has been established. **Emergency** resolutions would only include issues that have emerged after the June 30th deadline and would be recommended to be admitted for debate. Late resolutions not classified as emergency (and therefore not admitted for debate) would be carried over to next year, and would be referred to the Area Associations for their recommendations.

*By creating this category of emergency resolutions, the membership is made aware that only resolutions of urgency are deemed appropriate for debate. By referring late resolutions that are not classified as emergency to the next year's Convention, members are ensured that these issues are not lost. These resolutions will also be forwarded to the relevant Area Association for consideration to ensure the broader membership has an opportunity to make recommendations.*

3. Previously considered and endorsed B resolutions are placed into a separate block and moved as a block to avoid repetitive debate on issues that continue to be brought forward and endorsed each year. The Chair will allow exemptions so that individual resolutions can be withdrawn from the block for discussion.

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### Other Matters Affecting Resolutions Handling

The Resolutions Committee has indicated that:

- it will be very strict in adhering to the guidelines and will make every effort to ensure that sponsors' resolutions are clear and concise
- it will endeavour to consider all resolutions submitted (as per guidelines) during the time allocated at the Convention

Members should be aware that the above policies are not exhaustive but are in addition to the UBCM Bylaws and to the Conference Rules and Procedures for Handling Resolutions that are adopted each year by the Convention.

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## **Resolution Template**

### **SHORT TITLE**

### **Sponsor's Name**

WHEREAS ;

AND WHEREAS :

THEREFORE BE IT RESOLVED that .

Note: A second "operative" clause, if it is absolutely required, should start as follows:

AND BE IT FURTHER RESOLVED that .

(Please note the specifics of the punctuation)

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## **Guidelines on Preparing Resolutions for UBCM**

### **Introduction**

Below are guidelines to be used in the preparation of a resolution for the UBCM.

### **The Construction of a Resolution**

All resolutions contain a preamble and enactment clause. The preamble describes the issue and the enactment clause outlines the action being requested. A resolution should answer the following three questions:

1. What is the problem?
2. What is causing the problem?
3. What is the best way to solve the problem?

### **Preamble**

The preamble commences with a recital, or "WHEREAS", clause. This is a concise paragraph about the nature of the problem or the reason for the request. It should clearly and briefly outline the reasons for the resolution.

The preamble should contain no more than two "WHEREAS" clauses. If explaining the problem requires more than two preliminary clauses, then provide supporting documents to describe the problem more fully. Do not add extra clauses.

### **Enactment Clause**

The enactment clause begins with the words "THEREFORE BE IT RESOLVED". It must convey the resolution's intent, and

should propose a specific action by the UBCM.

Keep the enactment clause as short as possible, and clearly describe the action being requested. The wording should leave no doubt about the proposed action.

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## How to Draft a Resolution for UBCM

1. Address one specific subject in the text of the resolution.

*Since your community seeks to influence attitudes and inspire action, limit the scope of a resolution to one specific subject or issue. Delegates will not support a resolution if the issues it addresses are too complex for them to understand quickly.*

2. Use simple, action-oriented language and avoid ambiguous terms.

*Explain the background briefly and state the desired action clearly. Delegates can then consider the resolution without having to parse complicated text or vague concepts.*

3. Provide factual background information.

*Even a carefully constructed resolution may not clearly indicate the problem or the action being requested. Where possible, provide factual background information to ensure that the "intent" of the resolution is understood.*

*Two types of background information help to clarify the "intent" of a resolution:*

1. *Supplementary Memo:*

*A brief, one-page memo from the author, which outlines the background that led to the presentation and adoption of the resolution by the local government.*

2. *Council/Board Report:*

*A report on the subject matter, presented to council or board in conjunction with the resolution. If it is not possible to send the entire report, then extract the essential background information and submit it with the resolution.*

*Resolutions submitted without adequate background information will not be considered until the sponsor has been consulted and has provided documentation outlining the intent of the resolution.*

4. Construct a brief, descriptive title.

*A title assists to identify the intent of the resolution and eliminates the possibility of misinterpretation. It is usually drawn from the "enactment clause" of the resolution.*

*For ease of printing in the Annual Report and Resolutions Book and for clarity of intent, a title should be no more than three or four words.*

5. Check legislative references for accuracy. Where necessary, identify:
  - o *the correct jurisdictional responsibility (e.g., ministry or department within the provincial or federal government)*
  - o *the correct legislation, including the name of the Act*
6. Focus on issues that are province-wide.

*The issue identified in the resolution should be relevant to other local governments across the province. This will support proper debate on the issue and assist UBCM to represent your concern effectively to the provincial or federal*

*government on behalf of all BC municipalities and regional districts.*

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## FOR INFORMATION ONLY

REPORT TO: TOM HICKEY, DIRECTOR, ENGINEERING AND PUBLIC WORKS

FROM: POUL ROSEN, DESIGN ENGINEER

RE: DESIGN FOR LENWOOD AND CENTENNARY WATERMAIN PROJECT  
AND DUFFERIN CRESCENT WATERMAIN PROJECT

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### STAFF'S RECOMMENDATION:

That Council receive the report for information.

### EXECUTIVE SUMMARY:

The 2010 – 2014 Financial Plan includes replacement of a portion of watermain on Lenwood Road and Centennary Drive and Dufferin Crescent in 2012. Design work must be completed in 2010 to ensure the projects are ready for construction in 2012. Normally the design would be completed in-house but due to staff shortages it is necessary to have external contractors complete this work. Therefore, design work for the Lenwood Road and Centennary Drive watermain project will be completed in 2010 by Anderson Civil Consultants at a cost of \$19,999. Design for Dufferin Crescent will be completed by RF Binnie Consultants for a cost of \$13,800. Budget will be transferred from within existing 2010 capital project budgets.

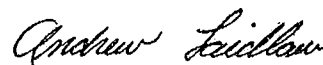
Respectfully submitted,



Poul Rosen  
Design Engineer



Tom Hickey, Director  
Engineering & Public Works



Andy Laidlaw  
General Manager  
Community Services

RB\*sp

g:\Administration\Council Reports\2010\Lenwood, Centennary and Dufferin Watermain

☐ Council  
☒ Committee *FIPCAW*  
☒ Open Meeting  
☐ In-Camera Meeting  
Meeting Date: *2010-JUN-28*