

## **AMENDED**

### **AGENDA FOR THE REGULAR FINANCE / POLICY COMMITTEE OF THE WHOLE MEETING TO BE HELD IN THE BOARD ROOM, CITY HALL, ON MONDAY, 2009-AUG-17, 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:**
  - Add Item 5 (a) – Presentations – Port Theatre Representatives re: Studio Theatre funding
  - Replace/Add Item 9 (a) – Staff Reports – Pages 7 – 10.1
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, 2009-JUL-06 at 4:30 p.m. *Pg. 3-5*
5. **PRESENTATIONS:**
  - (a) Port Theatre Representatives re: Studio Theatre funding.
6. **DELEGATIONS PERTAINING TO AGENDA ITEMS: (10 MINUTES)**
7. **COMMISSION REPORTS:**
8. **COMMITTEE REPORTS:**

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

DEVELOPMENT SERVICES:

- (a) **City of Nanaimo and Vancouver Island Health Authority -  
Memorandum of Understanding** Pg. 6-10.1

*Staff's Recommendation:* That Council authorize the General Manager of Development Services to execute the Memorandum of Understanding (MoU) with Vancouver Island Health Authority (VIHA) on behalf of the City of Nanaimo.

CORPORATE SERVICES:

- (b) **City Collector** Pg. 11

*Staff's Recommendation:* That Council assign the duties and responsibilities of Collector for the City of Nanaimo to Brian Clemens and that Douglas Holmes be the alternate for the purposes of carrying out the 2009 Tax Sale.

10. **INFORMATION ONLY ITEMS:**

- (a) Report from Mr. B.E. Clemens, Director of Finance, re: Assessment Roll Adjustments Pg. 12-13
- (b) Report from Ms. Suzanne Samborski, A/Director of Parks, Recreation and Culture, re: Frank Crane Arena Slab Floor Replacement Pg. 14

11. **CORRESPONDENCE:**

12. **NOTICE OF MOTION:**

13. **OTHER BUSINESS:**

- (a) At the Finance/Policy Committee of the Whole Meeting, Monday 2009-JUL-06, Councillor Bestwick put forward the following Notice of Motion:

"That Council review "MANAGEMENT TERMS AND  
CONDITIONS OF EMPLOYMENT BYLAW 2005 NO. 7000".

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

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

16. **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):

- (d) the security of property of the municipality.

17. **ADJOURNMENT:**

MINUTES OF THE REGULAR FINANCE / POLICY COMMITTEE OF THE WHOLE MEETING  
HELD IN THE BOARD ROOM, CITY HALL,  
ON MONDAY, 2009-JUL-06 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  
Councillor M. W. Unger

Staff: G. D. Berry, City Manager  
D. W. Holmes, General Manager of Corporate Services  
E. C. Swabey, General Manager of Development Services  
I. Howat, Director of Legislative Services  
T. L. Hartley, Director of Human Resources  
B. E. Clemens, Director of Finance  
T. M. Hickey, Director of Engineering and Public Works  
T. P. Seward, Director of Permits and Properties  
Chief R. Lambert, Nanaimo Fire Rescue  
A. J. Tucker, Director of Planning and Development  
R. J. Harding, Director of Parks, Recreation and Culture  
J. E. Harrison, Manager of Legislative Services  
S. Graham, Manager of Financial Planning and Payroll  
S. McMillan, 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. ADOPTION OF AGENDA:

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

3. ADOPTION OF MINUTES:

It was moved and seconded that Minutes of the Regular Finance/Policy Committee of the Whole Meeting held in the Board Room, City Hall on Monday, 2009-JUN-22 at 4:30 p.m. be adopted as circulated. The motion carried unanimously.

4. STAFF REPORTS:

CORPORATE SERVICES:

(a) 2010 Budget Options

It was moved and seconded that the blended tax rate for 2010 be fixed at an increase of 3.1 percent.

It was moved and seconded that consideration of the motion to fix the 2010 blended tax rate at an increase of 3.1 percent be postponed until after a seminar session regarding capital planning has been held. The motion carried.

Opposed: *Councillors, McNabb, Sherry, Unger*

5:16 p.m. Councillor Bestwick vacated the Board Room

5:17 p.m. Councillor Bestwick returned to the Board Room

COMMUNITY SERVICES:

(b) Frank Crane Arena Slab Floor Replacement

It was moved and seconded that Council allocate up to \$100,000 from the Parks, Recreation and Culture Facility Development reserve in 2009 to fund the design fees associated with the Frank Crane Arena Slab Floor Replacement. The motion carried.

Opposed: *Councillors Kipp, Sherry*

5. NOTICE OF MOTION

- (a) Councillor Bestwick put forward the following Notice of Motion for consideration at the Finance/Policy Committee of the Whole Meeting to be held 2009-AUG-17.

"That Council review "MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT BYLAW 2005 NO. 7000".

6. OTHER BUSINESS:

It was moved and seconded that Council direct Staff to write the major trucking companies requesting the use of designated truck routes to minimize truck traffic on Bowen Road. The motion carried unanimously.

7. PROCEDURAL MOTION:

It was moved and seconded that Council move "In Camera" in order to deal with the following matters under the *Community Charter* Section 90(1):

- (c) labour relations or employee negotiations;

- (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under section 21 of the *Freedom of Information and Protection of Privacy Act*.

The motion carried unanimously.

Council moved into "In Camera" at 5:50 p.m.

Council moved out of "In Camera" at 6:45 p.m.

8. ADJOURNMENT:

It was moved and seconded at 6:45 p.m. that the meeting terminate. The motion carried unanimously.

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CHAIR

CERTIFIED CORRECT:

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DIRECTOR,  
LEGISLATIVE SERVICES

# STAFF REPORT

TO: E.C. SWABEY, GENERAL MANAGER, DSD

FROM: A. TUCKER, DIRECTOR OF PLANNING, DSD

RE: CITY OF NANAIMO AND VANCOUVER ISLAND HEALTH AUTHORITY –  
MEMORANDUM OF UNDERSTANDING

## STAFF'S RECOMMENDATION:

That Council authorize the General Manager of Development Services to execute the Memorandum of Understanding (MoU) with Vancouver Island Health Authority (VIHA) on behalf of the City of Nanaimo.

## EXECUTIVE SUMMARY:

For a number of years, the City has expressed concern about the need for timely and open communication between the City and VIHA on programs and projects which have the potential to affect the quality of life of residents of Nanaimo. In particular, City Council, as the elected representatives of those residents, has voiced concern about VIHA decisions which could impact City programs, such as downtown revitalization and public safety. The purpose of the MoU is to formalize the commitment of both parties to ensure timely and open communication.

## BACKGROUND:

Over the past few years, VIHA has sought to introduce programs, particularly in the areas of harm reduction, mental health and addictions, which had the potential to impact City programs, such as downtown revitalization and public safety. On occasion, this created the impression that the two organizations were working at cross purposes.

The staff and elected officials of both organizations have worked diligently to develop a closer and mutually supportive working relationship to achieve common goals and to minimize the possibility of miscommunication.

The purpose of the MoU is to formalize this relationship and to spell out each organization's commitment to the other, while recognizing the independence of each body. The MoU specifically acknowledges that the range of issues on which the City and VIHA will consult will be refined over time. The primary mechanism through which the exchange of information would take place will be the Safer Nanaimo Working Group. The Safer Nanaimo Working Group participated in the preparation of the MoU and now recommend that Council authorize the General Manager of DSD be authorized to execute it on the City's behalf.

Respectfully submitted,



A. Tucker  
Director of Planning  
**Development Services Department**



E.C. Swabey  
General Manager  
**6 Development Services Department**

☐ Council  
☒ Committee *FPCOW*  
☒ Open Meeting  
☐ In-Camera Meeting  
Meeting Date: *2009-AUG-17*

## MEMORANDUM OF UNDERSTANDING

This Memorandum entered this \_\_\_\_\_ day of \_\_\_\_\_, 2009

### BETWEEN:

CITY OF NANAIMO  
455 WALLACE STREET  
NANAIMO, BC, V9R 5J6

("the City")

### AND:

VANCOUVER ISLAND HEALTH AUTHORITY  
1952 BAY STREET  
VICTORIA, BC., V8R 1J8

("VIHA")

### WHEREAS:

- A. The City of Nanaimo and the Vancouver Island Health Authority (collectively, "the Parties") are dedicated to building a safe, healthy and dynamic community that offers a high quality of life to all of its residents.
- B. The City and VIHA are separate, autonomous authorities, each with its own service mandate and jurisdiction.
- C. The City and VIHA recognize, notwithstanding their mutual independence, that the benefit that each organization provides to the community is maximized when the organizations support one another, anticipate the ways in which their initiatives and decisions may impact one another, and communicate effectively with one another.

THEREFORE the Parties have committed to developing, in accordance with the provisions in this *Memorandum of Understanding*, a close and mutually supportive working relationship, based on the open and timely communication of information that may impact the efforts of either party to serve the community.



## Purpose of Memorandum

1. This *Memorandum of Understanding* is an expression of the Parties' mutual desire to improve the ways in which they communicate with one another. In particular, the *Memorandum* reflects each organization's commitment to keep the other apprised, in a proactive and timely fashion, of initiatives and occurrences that may create difficulties for the other organization.
2. This *Memorandum of Understanding* is not a legal contract, and is not intended to limit autonomy, services or plans of either organization.

## Focus of Memorandum

3. Each organization provides a broad range of services to different groups of recipients throughout Nanaimo. Many of the services provided by the City have little potential to impact, in any significant way, VIHA and its operations. Similarly, many of the services provided by VIHA have little potential to impact the City and its operations, or its dealings with residents. In general, exchanges of information on services that have little potential for impact are not necessary.
4. Each organization provides certain types of services, and makes certain types of decisions, that have a high potential to impact the other organization.
  - 4.1 In the case of the City, services and decisions under the umbrella of *Land Use Planning* fit this description (consider, for example, zoning for social and health services agencies). Other types of City activities — namely, bylaw compliance, social planning, business licensing, liquor licensing, and community policing — also have a high potential for impact on VIHA and its ability to fulfill its mandate.
  - 4.2 VIHA's services and decisions that have the greatest potential to impact the City fall under the Health Authority's *Population & Community Health* division. This division includes the Mental Health & Addictions and Public Health sections, and encompasses the Authority's harm reduction initiatives.

These types of services and activities are the focus of this *Memorandum of Understanding*. Exchanges of information on these types of services, and the decisions related to them, are important.

## City's Commitment

5. The City will ensure that VIHA is informed of all initiatives, decisions and occurrences that in the City's view may impact VIHA's operations, or the operations of non-profit social and health service providers who deliver programs on behalf of VIHA.

6. In all instances, the City will endeavour to bring matters to the attention of VIHA as far in advance of any public announcement as possible, in order to give VIHA the time necessary to determine how to manage expected impacts.
7. The range of issues on which to brief VIHA will be refined over time as the City learns more about the Health Authority and the types of issues that have the greatest potential to cause difficulties for the organization. During the learning process, it is anticipated that the City will brief VIHA on a broader range of issues than is deemed necessary by the Health Authority.
8. In some instances, the City may choose to consult with VIHA on proposed initiatives and decisions. The decision to consult the Health Authority will be taken at the City's discretion, except in cases (e.g., proposed zoning amendments) where VIHA is identified as a stakeholder and entitled, as a matter of course, to provide input.

#### **VIHA's Commitment**

9. VIHA will ensure that the City is informed of all initiatives, decisions and occurrences that in VIHA's view may impact the City's operations, or cause concerns for the City, the community, or a part of the community.
  - 9.1 VIHA will be particularly careful to inform the City of initiatives, decisions and occurrences that are, or that have the potential to be, politically sensitive. VIHA recognizes that Mayor and Council, as the community's elected leaders, are approached for comment on all matters that are perceived to affect Nanaimo and the quality of life it offers its residents. VIHA recognizes that Mayor and Council's ability to address matters in a positive, informed fashion is facilitated by the Health Authority's efforts to brief the City on such matters prior to public disclosure.
10. The range of issues on which to brief the City will be refined over time as VIHA learns more about the municipal government, and the types of issues that have the greatest potential to cause difficulties for the organization. During the learning process, it is anticipated that VIHA will brief the City on a broader range of issues than is deemed necessary by municipal staff.
11. In some instances, VIHA may choose to consult with the City on proposed initiatives and decisions. The decision to consult will be taken at VIHA's discretion.

#### **Exchange of Information**

12. The City and VIHA will use the meetings of the City's *Safer Nanaimo Working Group* (in which both parties participate) to exchange information on issues that may affect the other's organization.

13. The City's Director of Planning is the senior City staff member present at the *Safer* meetings. It is the responsibility of the Director to advise other City managers of VIHA initiatives or decisions, identified at the meetings or in other exchanges, that may impact City operations. It is also the responsibility of the Director to advise the General Manager of Development Services of issues that should be brought to the attention of senior management and/or Mayor and Council.
14. VIHA's Manager of Mental Health & Addictions is the senior VIHA staff member present at the *Safer* meetings. It is the responsibility of the Manager to advise other VIHA managers of City initiatives or decisions, identified at the meetings or in other exchanges, that may impact VIHA operations. It is also the responsibility of the Manager to advise the Executive Director, Population & Community Health of issues that should be brought to the attention of senior management and/or the Board.
15. At any time, the City's Director and VIHA's Manager — indeed, any staff from the two organizations — may contact the other with questions or information. Neither party should wait for regularly-scheduled meetings to impart or discuss information that may be important.

#### **Reacting to Surprises**

16. The Parties will strive to inform one another of all key developments prior to public announcements or other types of public disclosure (e.g., enquiries from members of the media). Both Parties desire to prevent surprises that might result in one party making damaging statements, or taking difficult positions, based on imperfect information.
17. Their mutual desire to prevent surprises notwithstanding, the Parties recognize that surprises may very well occur from time to time. When faced with surprises, each organization will, where possible, obtain the relevant information from the other organization before issuing a statement or taking a position. At the very least, each organization will refrain from making statements or taking positions that could undermine the Parties' efforts to strengthen their longer-term working relationship.

#### **Confidential Information**

18. Both organizations regularly deal with matters that are confidential in nature. The Parties recognize that there will be instances in which information simply cannot be shared in advance (or far in advance) of public disclosure. The Parties also recognize that there will be instances in which the amount of information that can be shared will be limited.
19. In all cases, information that is exchanged by the Parties will be kept in confidence by the recipient organization. The organization that provides the information will decide when and how to announce the matter to other stakeholders, including the public.

## Cost Sharing

20. Each organization is responsible for any costs it incurs in implementing and managing this *Memorandum of Understanding*.

## Renewal and Cancellation

21. This *Memorandum of Understanding* has a one-year, renewable term. Each year, the City's General Manager of Development Services and VIHA's Executive Director, Population & Community Health, must meet to renew the *Memorandum* in its existing form, or with amendments. If the *Memorandum* is not renewed, it will be considered terminated.
22. Either organization may cancel the *Memorandum* at any time.

This Memorandum entered this \_\_\_\_\_ day of \_\_\_\_\_, 2009

ON BEHALF OF THE CITY OF NANAIMO

\_\_\_\_\_  
General Manager, Development Services  
City of Nanaimo

ON BEHALF OF THE VANCOUVER ISLAND HEALTH AUTHORITY

\_\_\_\_\_  
Executive Director, Population & Community Health  
Vancouver Island Health Authority

## STAFF REPORT

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

FROM: B. E. CLEMENS, DIRECTOR OF FINANCE

RE: CITY COLLECTOR

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### RECOMMENDATION

That Council assign the duties and responsibilities of Collector for the City of Nanaimo to Brian Clemens and that Douglas Holmes be the alternate for the purposes of carrying out the 2009 Tax Sale.

### BACKGROUND

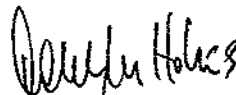
The position of Collector has specific meaning and responsibilities under the *Local Government Act* and *Community Charter*. These are related to collection of taxes and conduct of the annual tax sale.

The previous employee with these responsibilities has left the City. Until a replacement is found, staff are recommending that the duties and responsibilities be assigned to Brian Clemens. Due to annual vacation, staff are also recommending that Douglas Holmes be designated as an alternate to conduct the Tax Sale at the end of September.

Respectfully submitted,



Brian E. Clemens  
Director of Finance



Douglas W. Holmes  
General Manager of Corporate Services

BEC/

Council: 2009-Aug-17  
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# INFORMATION ONLY REPORT

REPORT TO D.W. HOLMES, GENERAL MANAGER, CORPORATE SERVICES

FROM B. E. CLEMENS, DIRECTOR OF FINANCE

RE: ASSESSMENT ROLL ADJUSTMENTS

August 5, 2009

## STAFF'S RECOMMENDATION:

That Council receive the report.

## DISCUSSION:

We are now in receipt of an additional assessment roll adjustment from BC Assessment processed as "2009 Supplementary 5" which was received in 2009.

The attached schedule summarizes the assessment adjustments and the impact on property taxation levies.

The impact of this 2009 assessment adjustment received in 2009 is to decrease gross taxation by \$4,615.94, which includes an increase in the municipal portion of \$3,031.17.

The impact of all 2008 & 2009 assessment adjustments received in 2009 is to increase gross taxation by \$215,592.08 which includes an increase in the municipal portion of \$134,704.38.

Respectfully submitted,

*for/ [Signature]*  
Brian E. Clemens  
Director of Finance

*[Signature]*  
Douglas W. Holmes  
General Manager,  
Corporate Services

**CITY OF NANAIMO**  
**ASSESSMENT ADJUSTMENT SCHEDULE**

YEAR	SUPPLEMENTARY	GENERAL, DEBT, AND LIBRARY	OTHER AGENCIES	TOTAL ADJUSTMENTS
2009	5	\$3,031.17	(\$7,647.11)	(\$4,615.94)
Total Adjustments		<u>\$3,031.17</u>	<u>(\$7,647.11)</u>	<u>(\$4,615.94)</u>

# INFORMATION ONLY REPORT

## STAFF REPORT

REPORT TO: ANDY LAIDLAW, GENERAL MANAGER OF COMMUNITY SERVICES

FROM: SUZANNE SAMBORSKI A/DIRECTOR OF PARKS, RECREATION AND CULTURE

RE: FRANK CRANE ARENA SLAB FLOOR REPLACEMENT

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### STAFF'S RECOMMENDATION:

That Council receives the report.

### EXECUTIVE SUMMARY:

The slab floor at the Frank Crane Arena is over 30 years old. This type of floor typically has a lifespan of 25-30 years. Over the years, three (3) brine line repairs were completed. During the 2008-2009 ice season a larger leak was discovered. This leak was located and repaired once ice was out due to the difficulty in locating brine line leaks.

Similar failures occurred in Powell River and Oak Bay, both resulting in slab floor replacement. The Powell River and Oak Bay arenas were designed and built by the same firms as Frank Crane Arena.

On 2009-JUL-16, Bradley Refrigeration Consultants Limited completed a detailed engineering report regarding the Frank Crane Arena floor. The engineer recommends that the floor be replaced within the next two years.

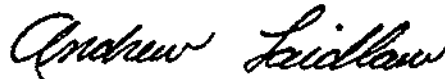
The floor replacement was included as part of the Recreation Infrastructure Grant (RInC) grant application. If awarded, work will proceed immediately to develop detailed drawings and construction schedules. The tentative construction period would be March-September, 2010. Construction timelines will depend on whether the floor will have to be completely removed and replaced or if a new floor can be placed on top the existing slab. This will be determined by the Architectural firm through detailed design.

Respectfully submitted,



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Suzanne Samborski, A/Director  
Parks, Recreation and Culture



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Andy Laidlaw, General Manager  
Community Services

2009-AUG-12

File: A4-1-2 / E15-1

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