

AGENDA FOR THE SPECIAL "IN CAMERA" MEETING OF COUNCIL
TO DISCUSS CONFIDENTIAL MATTERS,
TO BE HELD IN THE CITY HALL BOARD ROOM,
411 DUNSMUIR STREET, NANAIMO, BC,
ON MONDAY, 2013-JAN-14, COMMENCING AT 1:00 P.M.

CHAIR: MAYOR RUTTAN

ACTING MAYOR: COUNCILLOR BESTWICK (2012-DEC-03 TO 2013-JAN-20)

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA: (Bestwick/Kipp)**

3. **ADOPTION OF MINUTES: (Bestwick/Kipp)**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2012-DEC-17 at 1:00 p.m. in the City Hall Board Room, 455 Wallace Street, Nanaimo, BC. *Pg. 4-6*

4. **PRESENTATIONS:**

- (a) Mr. Reece Harding, City Solicitor, to provide a presentation regarding the Colliery Dams.

5. **MAYOR'S REPORT:**

- (a) Multiplex Discussion as requested by Mayor Ruttan.

6. **ADMINISTRATION:**

NONE

7. **COMMUNITY SAFETY AND DEVELOPMENT:**

NONE

8. **CORPORATE SERVICES:**

NONE

9. **COMMUNITY SERVICES:**

(a) **Naming of New Proposed Park in Cinnabar Valley**

To be introduced by PRCC Chair, Councillor Johnstone.

Commission Recommendation: That Council approve the naming of a new park located in a new subdivision in Chase River as "Greenaway Park". *Pg. 7-14*

10. **CORRESPONDENCE:**

- (a) Letter dated 2012-DEC-10 from Mr. Jack de Jong, Mayor, District of Lantzville, requesting a meeting with Council and the City Manager at the District Offices, 7192 Lantzville Road, to discuss current and future projects. *Pg. 15*

11. **OTHER BUSINESS:**

NONE

12. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

13. **ADJOURNMENT OF THE SPECIAL MEETING:**

City of Nanaimo

“IN CAMERA” REPORT TO COUNCIL

DATE OF MEETING: 2013-JAN-14

AUTHORED BY: DIANA JOHNSTONE, CHAIR
PARKS, RECREATION AND CULTURE COMMISSION

RE: NAMING OF NEW PROPOSED PARK IN CINNABAR VALLEY

RECOMMENDATIONS:

That Council approve the naming of a new park located in a new subdivision in Chase River as “Greenaway Park”.

BACKGROUND:

The “Cinnabar Heights” subdivision in Chase River, will be dedicating a park as part of the development process. This park land will total 1.1 ha, comprising 16% of the lands being subdivided. The park area consists of several elements: mossy rock with wildflowers; Douglas fir forest; and trails that connect to an extensive network of offsite trails.

The developer of the “Cinnabar Heights” subdivision has requested to have the park named “Greenaway Park”, after the Greenaway family who owned this parcel and the whole surrounding area for nearly 100 years. (The Greenaway family still own 10 acres next to this subdivision).

The Greenaways are a well-known pioneer family in the Cinnabar Valley area. According to Ernie Greenaway, who owned the subject property until the developer purchased it from him in 2010, the property was originally purchased by his father, James Greenaway, in 1914 and has been used by the family for various pursuits over the years including gravel extraction and raising farm animals.

The developer had intended to name the main road through the subdivision Greenaway Road; however there is an existing road called Greenway Road in the Yellow Point area, and the Ministry of Transportation and Infrastructure considered those two names to be too similar and potentially confusing so they did not approve Greenaway as a road name. Instead the road adjacent to the park is named Stonecrop Road.

The developer is requesting that the park be named Greenaway Park (rather than Stonecrop Park) due to the historic connection to the area. The Chase River Neighbourhood Plan, which encompasses this subdivision location, also encourages the use of pioneer family names as a way for the neighborhood to maintain ties with the community’s past.

The attached Schedules A and B show the location of the subdivision and the park within it. This park will be created upon registration of Phase 2 of the subdivision, which is anticipated to become registered as City park in early 2013.

Council
 Committee.....
 Open Meeting
 In-Camera Meeting
Meeting Date: 2013-JAN-14

The Parks, Recreation and Culture Commission policy statement, "Naming Parks and Facilities" is also attached for Council's information. Included in the Policy are previous examples of naming requests.

Respectfully submitted,



Diana Johnstone
CHAIR
PARKS, RECREATION AND CULTURE COMMISSION

ATTACHMENTS

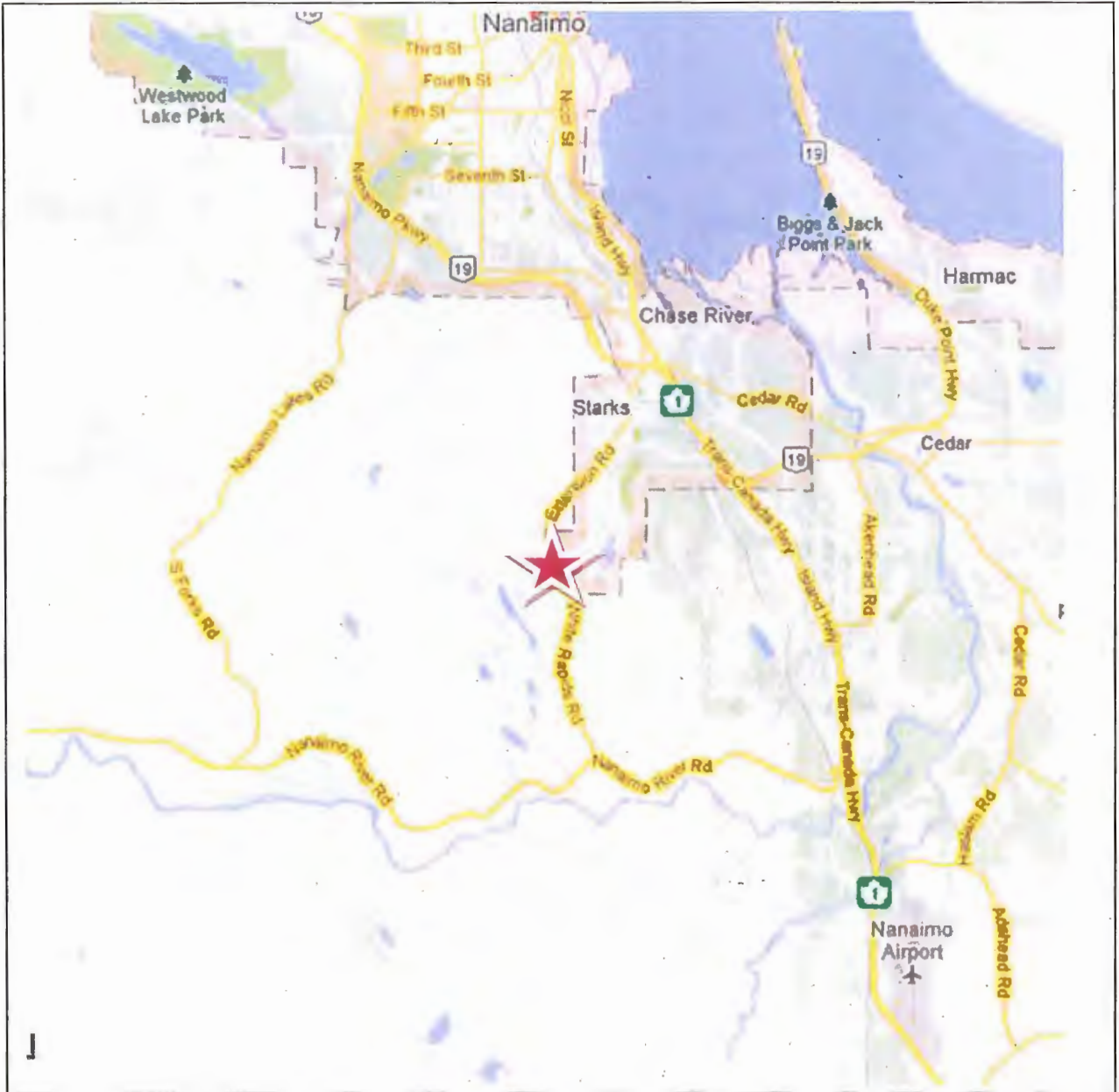
Drafted: 2012-NOV-21 / Revised 2013-JAN-08

File: A4-1-2 / A2-4

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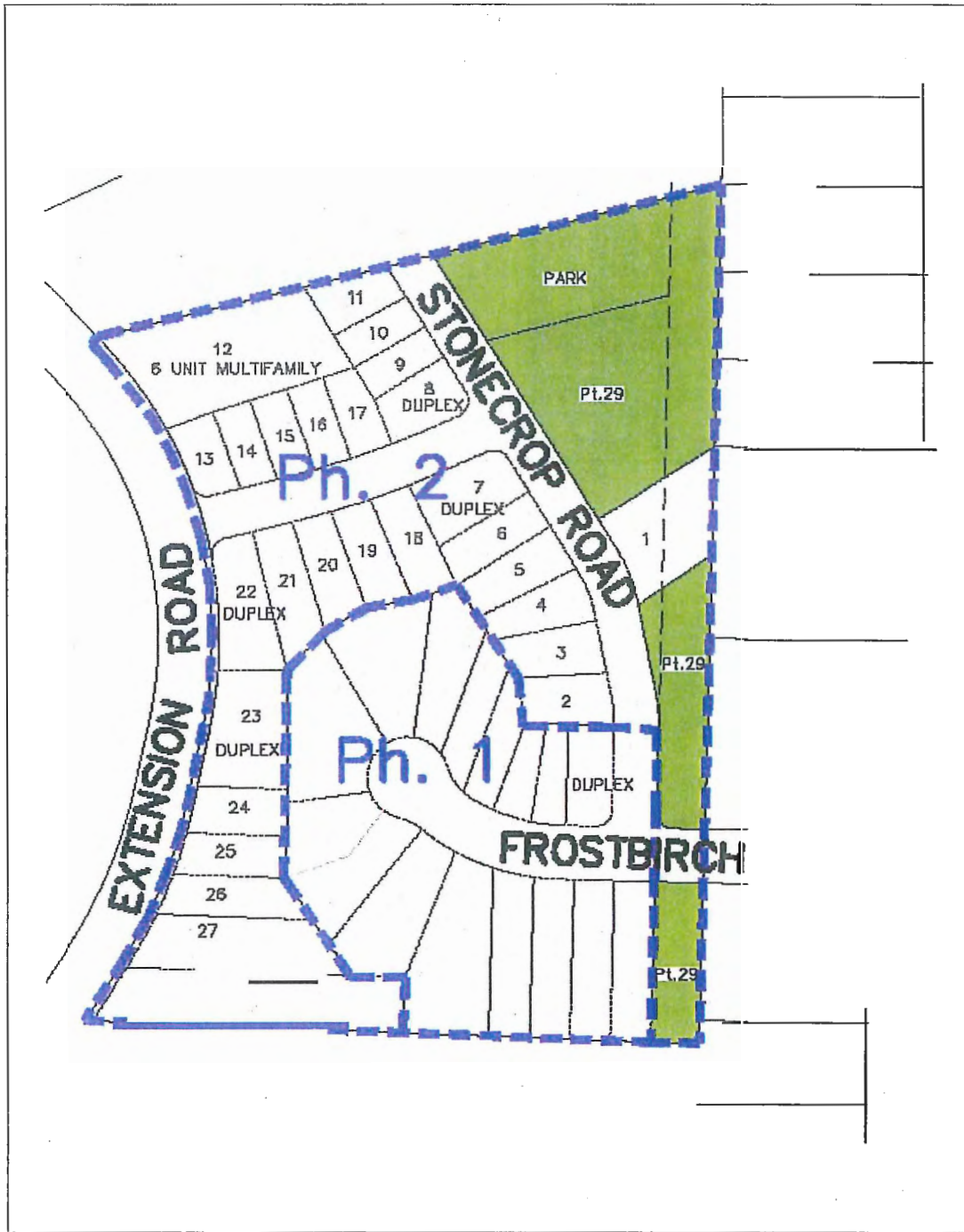
SCHEDULE A

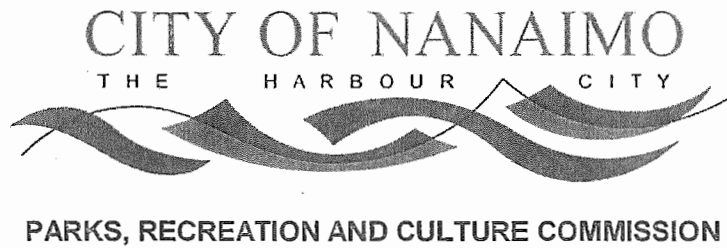
Cinnabar Heights Project Location



SCHEDULE B

Park Location (Park Area Shaded Green)





COMMISSION POLICY STATEMENT

Pages: 1 of 1

Approval Date: 2007-OCT-24

SECTION: PARKS, RECREATION AND CULTURE ADMINISTRATION SUBJECT: Naming Parks and Facilities

The City has reserved the right to name parks and facilities based on contributions, either financial or otherwise to the community, from individuals or non-profit societies and organizations. Requests for naming are presented to the Parks Recreation and Culture Commission for consideration and then forwarded to Council.

The Parks, Recreation and Culture Commission, when reviewing requests for naming of parks and facilities and forwarding recommendations for Council's consideration, will reserve naming for individuals who have made special contributions to the community, or for clubs and organizations to recognize their contributions in the development of parks and facilities.

Previous Revision/s: None

Reference List: Appendix A – City of Nanaimo Park and Facility Naming Examples - Attached.
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CITY OF NANAIMO
 THE HARBOUR CITY
PARKS, RECREATION AND CULTURE
COMMISSION
APPENDIX A

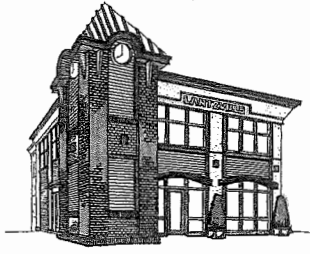
Park or Facility Name	Origin of Park/Facility Name
Knowles Park	Named after the Knowles family who were long time residents of the south end of Nanaimo. Arthur Knowles passed away in 1992 and the park was renamed in his honour. Arthur Knowles also left a park and sport legacy to Nanaimo in the form of \$500,000.
Colliery Dam Park	<p>The Colliery Dams are a rare link with Nanaimo's industrial heritage. Built in 1910/11 by the Western Fuel Company to supply water for coal washing and for use by miners, mules and horses in the mines, the water system quickly developed an important secondary use. Homes near the pipeline were allowed to tap the line for domestic uses and eventually this water was carried to most of the homes in South Harewood.</p> <p>The Harewood Colliery Dams symbolize the important role the coal company played in the lives of early residents. The dams created an upper and lower reservoir, with a spillway at the eastern end to siphon off overflow.</p> <p>In the 1950s the land was sold by Canadian Collieries to the City of Nanaimo for use as a park.</p>
Barney Moriez	The name honours a fireman killed in the line of duty at the nearby Shell plant fire on September 7, 1977.
Jack Little Room	Named for former Councillor Jack Little in August 2006. Mr. Little was an advocate of constructing the Nanaimo Aquatic Centre in the south end of Nanaimo.
Merle Logan Field	In October 2005, Nanaimo and District Youth Soccer Association requested that the artificial turf field be named after Merle Logan, a long time soccer volunteer.
Naming of parks and facilities for Service Club contributions (i.e. Rotary Skate Park)	This is just one example of many for naming parks and facilities for contributions made by Service Clubs (In October 2003, the newly constructed skate park at May Richards Bennett Pioneer Park was named the Rotary Skate Park in recognition of the \$26,000 donation by the Rotary Clubs of Nanaimo).
Thrifty Foods Field House (McGirr Sports Complex)	In November 2004, Council approved recognizing the \$60,000 contribution of cash and product by Thrifty Foods by permitting their name and logo be displayed for ten years.

Park or Facility Name	Origin of Park/Facility Name
Piper Park	Piper Park was named after former alderman Philip J. Piper who was born in Nanaimo in 1891. Mr. Piper was instrumental in the purchase of Beban Park
Loudon Park	Named after Bill Loudon. Following WW I, Mr. Loudon purchased 700 acres of land in the Wellington area from the Dunsmuir's and he homesteaded and mined the land. The park was part of his land as was the Pioneer Cemetery off Wellington Road. Mr. Loudon gifted this land to the Wellington Improvement District and it became part of the City of Nanaimo's park system with the 1975 amalgamation.
Pioneer Square Park	<p>The Vancouver Coal Company gave the land to the City of Nanaimo in 1895 for a new fire hall. Once the hall was relocated in the 1960s, the park use expanded and the road intersections were redesigned. The park was landscaped in the 1980s.</p> <p>Pioneer Square was dedicated by the Nanaimo Pioneer's society on July 25, 1938</p> <p>A cairn was placed on this site stating "Erected to the Memory of our Pioneers 1938"</p>
Jack Point	The point is named after Jack Dolholt who resided on the point for 40 years (1819-1905).
Saxer Park	Named after the Saxer family who were long time residents of the Dover Road area. The grand opening of the park took place on Thursday, 2005-APR-14, 1:30 pm with Anna Saxer in attendance. She passed away shortly after.
Pipers Lagoon Park	<p>Pipers Lagoon was originally known as Page's Lagoon after landowner Louis Page. The Piper family came to Nanaimo and bought the 57 hectares of waterfront in 1917 from Louis Page.</p> <p>The Piper's used the property for a sheep farm but had to shut it down because cougars were eating the livestock. Hence the name "Cougar Headland" off the lagoon and spit.</p> <p>Parts of the lagoon were rented out in the 1930s for rustic cabins. Between 1948 and 1952, a sawmill also operated on the Pipers' land and a whaling station was across the bay (near what is now the Charlaine Boat ramp).</p>
Molly's Marsh	The property was a gift to the City from the owner, far in excess of the 5% subdivision development required, and named after his ill daughter, Molly.

Park or Facility Name	Origin of Park/Facility Name
Elaine Hamilton Park	Renamed from Trofton Park to Elaine Hamilton Park in 2006 to honour Elaine Hamilton for her many years of community volunteer service, involvement with sports leagues (especially softball) and serving on the Parks, Recreation and Culture Commission.
Maffeo Sutton Park	Named for two individuals - Pete Maffeo and Joe Sutton. Pete Maffeo was a popular mayor and ice cream shop owner who was admired for community service and sport involvement. Joe Sutton was the caretaker of Deverill Square Park for many years.
McGregor Park	Dedicated to the McGregor family and Scottish pioneers who first settled in Nanaimo and operated the coal mines. McGregor was the first trained engineer to relocate to Nanaimo and work in the mines.
Beban Park	Named after the Beban family who lived on the 160 acres of land in the Beban Park area from the 1930s -1950s. Beban house was their home for over 20 years.
Bowen Park	Named after the Bowen brothers who managed the Western Fuel Company. Mayor McKenzie accepted the parkland from the Canadian Western Fuel Company in 1918.
Lion's Sport Pavilion	The field house at Beban Park was named the Lion's Sport Pavilion in July 2002, in recognition of the Hub City Lions Club who coordinated fundraising of almost \$100,000 in cash and in-kind for this project; in addition to applying for and receiving a Community Partners Provincial Grant in the amount of \$137,000
Deverill Square	Deverill was the man who first surveyed Nanaimo. He designed the radial street pattern downtown and laid the street grid in the old city and south end.

2007-OCT-18
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0220-01



District of Lantzville

Incorporated June 2003

RECEIVED

DEC 13 2012

LEGISLATIVE SERVICES

December 10, 2012

City of Nanaimo
455 Wallace Street
Nanaimo, BC V9R 5J6

Attention: Mayor John Ruttan & Members of Council

Dear Sirs/Madams

Re: Meeting Request

As we approach the conclusion of another year I would like to take this opportunity, on behalf of Council of the District of Lantzville, to wish you and your Council a safe, happy and healthy holiday season. We are writing with the hope of scheduling a time early in the New Year that would facilitate a gathering of our Councils to discuss both current and future projects and those partnering possibilities that may be associated with same.

Therefore, Council of the District of Lantzville would like to extend an invitation to yourselves and members of your Council and City Manager to join us at the District Offices, 7192 Lantzville Road for a catered event that will allow for acquaintances to be renewed as well as an opportunity to share the goals and objectives of our respective communities. Appreciating our busy schedules we would like to suggest a few potential meeting dates as follows:

- January 8, 9, 10, 17, 29 or 30, 2013, approximate start time 5:30 p.m.

We look forward to hearing from you at your earliest opportunity.

Yours truly

Jack de Jong
Mayor
District of Lantzville

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C: Lantzville Members of Council
Al Kenning, City Manager

** this will be on the Jan 14
IC Meeting*

MINUTES OF THE SPECIAL "IN CAMERA" MEETING OF COUNCIL
TO DISCUSS CONFIDENTIAL MATTERS,
HELD IN THE CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
ON MONDAY, 2013-JAN-14, COMMENCING AT 1:00 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay (vacated 2:20 p.m.)
Councillor J. F. K. Pattje

Others: Mr. Reece Harding, City Solicitor, via telephone

Staff: A. C. Kenning, City Manager
D. W. Holmes, Assistant City Manager and General Manager of
Corporate Services
E. C. Swabey, General Manager of Community Safety and Development
T. M. Hickey, General Manager of Community Services
I. Howat, Director of Strategic Relationships
T. L. Hartley, Director of Human Resources and Organizational Planning
B. E. Clemens, Director of Finance
T. P. Seward, Director of Development
S. Clift, Director of Engineering and Public Works
Chief R. Lambert, Nanaimo Fire Rescue
A. J. Tucker, Director of Planning
R. J. Harding, Director of Parks, Recreation and Culture
S. Samborksi, Senior Manager, Recreation and Culture Services
P. Cooper, Communications Manager
J. Ritchie, Senior Manager, Parks and Civic Facilities
B. Corsan, Manager, Real Estate
B. Sims, Manager, Water Resources (vacated 1:59 p.m.)
T. Samra, Manager of Legislative Services
S. Snelgrove, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 1:00 p.m.

2. PROCEDURAL MOTION:

00113 It was moved and seconded that the 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;
- (g) litigation or potential litigation affecting the municipality;
- (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and
- (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the Council, could reasonably be expected to harm the interests of the municipality if they were held in public.

The motion carried unanimously.

3. ADOPTION OF AGENDA:

00213 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

4. ADOPTION OF MINUTES:

00313 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2012-DEC-17 at 1:00 p.m. in the City Hall Board Room, 455 Wallace Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

5. PRESENTATIONS:

- (a) Mr. Reece Harding, City Solicitor, provided legal advice to Council on liability issues and answered questions via telephone regarding the Colliery Dams.

6. MAYOR'S REPORT

- (a) Council discussed the provision of a multiplex facility in Nanaimo.

Councillor Brennan vacated the Board Room at 1:50 p.m.

Councillor Brennan returned to the Board Room at 1:52 p.m.

7. COMMUNITY SERVICES:

(a) Naming of New Proposed Park in Cinnabar Valley

00413 It was moved and seconded that Council approve the naming of a new park located in a new subdivision in Chase River as "Greenaway Park". The motion carried unanimously.

8. CORRESPONDENCE:

Councillor McKay vacated the Board Room at 2:20 p.m.

(a) Letter dated 2012-DEC-10 from Mr. Jack de Jong, Mayor, District of Lantzville, requesting a meeting with Council and the City Manager at the District Offices, 7192 Lantzville Road, to discuss current and future projects.

00513 It was moved and seconded that Council direct Staff to schedule a Council to Council meeting with the District of Lantzville. The motion carried unanimously.

9. ADJOURNMENT:

00613 It was moved and seconded at 2:21 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

00713 It was moved and seconded at 2:21 p.m. that the Regular Meeting terminate. The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

AGENDA FOR THE SPECIAL "IN CAMERA" MEETING OF COUNCIL
TO DISCUSS CONFIDENTIAL MATTERS,
TO BE HELD IN THE CITY HALL BOARD ROOM,
411 DUNSMUIR STREET, NANAIMO, BC,
ON MONDAY, 2013-JAN-28, COMMENCING AT 1:00 P.M.

CHAIR: COUNCILLOR KIPP

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA: (Johnstone/Pattje)**

3. **ADOPTION OF MINUTES: (Johnstone/Pattje)**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-JAN-14 at 1:00 p.m. in the City Hall Board Room. *Pg. 4-6*

4. **PRESENTATIONS:**

NONE

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

NONE

7. **COMMUNITY SAFETY AND DEVELOPMENT**

NONE

8. **CORPORATE SERVICES:**

NONE

9. **COMMUNITY SERVICES:**

- (a) **VICC Hotel Update**

Pg. 7-8

Staff Recommendation: That Council receive the report regarding the VICC hotel update.

10. **CORRESPONDENCE:**

NONE

11. **OTHER BUSINESS:**

12. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

13. **ADJOURNMENT OF THE SPECIAL MEETING:**

MINUTES
SPECIAL "IN CAMERA" MEETING OF THE CITY OF NANAIMO COUNCIL
TO DISCUSS CONFIDENTIAL MATTERS,
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-JAN-28, COMMENCING AT 1:00 P.M.

PRESENT: Acting Mayor J. A. Kipp, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick (1:09 p.m.)
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor W. B. McKay
Councillor J. F. K. Pattje

Absent: His Worship Mayor J. R. Ruttan

Staff: A. C. Kenning, City Manager
D. W. Holmes, Assistant City Manager and General Manager of
Corporate Services
T. M. Hickey, General Manager of Community Services
I. Howat, Director of Strategic Relationships
T. L. Hartley, Director of Human Resources and Organizational Planning
B. E. Clemens, Director of Finance
T. P. Seward, Director of Development
S. Clift, Director of Engineering and Public Works
A. J. Tucker, Director of Planning
P. Cooper, Communications Manager
T. Samra, Manager of Legislative Services
D. Smith, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 1:01 p.m.

2. INTRODUCTION OF LATE ITEMS:

- (a) Ms. Tracy Samra, Manager of Legislative Services, advised that she would be bringing forward under Agenda Item 7 (c) "Other Business" a verbal update
- (b) Acting Mayor Kipp advised that he would be bringing forward under Agenda Item 7 (b) "Other Business" the proposed agenda for the Council to Council Meeting with the District of Lantzville scheduled for 2013-JAN-30.

3. ADOPTION OF AGENDA:

00813 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

4. ADOPTION OF MINUTES:

00913 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-JAN-14 at 1:00 p.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

5. COMMUNITY SERVICES:

(a) VICC Hotel Update

Councillor Bestwick entered the Board Room at 1:09 p.m.

Mr. A. C. Kenning, City Manager and Mr. I. Howat provided an update regarding the status of the VICC Hotel.

01013 It was moved and seconded that Council receive the report regarding the VICC hotel update and Staff were directed to provide a further update at the next "In Camera" meeting. The motion carried unanimously.

6. OTHER BUSINESS:

(a)

Ms. T. Samra, Manager, Legislative Services, advised of an item

Mr. D. Holmes, Assistant City Manager and General Manager of Corporate Services vacated the Board Room at 1:39 p.m. on a conflict of interest as his wife is an employee of the District of Lantzville.

(b) Council to Council Meeting with the District of Lantzville

Council discussed the proposed agenda for the 2013-JAN-30 dinner meeting with the District of Lantzville and directed that Staff provide Council with the most recent information related to discussions regarding the City's consideration of the provision of water to the District of Lantzville.

Councillor McKay vacated the Board Room at 1:41 p.m.

Councillor McKay returned to the Board Room at 1:43 p.m.

Councillor Brennan vacated the Board Room at 1:44 p.m.

Councillor Brennan returned to the Board Room at 1:46 p.m.

Mr. D. Holmes, Assistant City Manager and General Manager, Corporate Services returned to the Board Room at 1:46 p.m.

7. ADJOURNMENT:

01113 It was moved and seconded at 1:47 p.m. that the "In Camera" Meeting terminate.
 The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-FEB-18, AT 1:00 P.M.

CHAIR: MAYOR RUTTAN

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-JAN-28 at 1:00 p.m. in the City Hall Board Room. *Pg. 4-6*

4. **PRESENTATIONS:**

NONE

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

NONE

7. **COMMUNITY SAFETY AND DEVELOPMENT**

(a) **Litigation**

Presentation: Mr. Sukh Manhas, City Solicitor.

Purpose: To provide an update of the current status

Staff Recommendation: That Council receive the report regarding the status *Pg. 7-8*

(b) **Appointments to the Social Planning Advisory Committee**

Purpose: To have Council appoint two community-at-large members to the Social Planning Advisory Committee.

Staff Recommendation: That Council appoint two community-at-large members to fill vacancies on the Social Planning Advisory Committee from the list of applicants below. *Pg. 9-37*

8. **CORPORATE SERVICES:**

(a)

Pg. 38-44

9. **COMMUNITY SERVICES:**

(a) **Draft Review of the Nanaimo Conference Centre Hotel Purchase and Sale Agreement**

Presentation: Mr. Ray Young and Ms. Pat Kendall, City Solicitors.

Purpose: To provide Council with a briefing on the draft Purchase and Sale Agreement for the Vancouver Island Conference Centre hotel site

Staff Recommendation: That Council receive the report for discussion. *Pg. 45-67*

10. **CORRESPONDENCE:**

(a) Letter dated 2013-JAN-31 from Mayor Jack de Jong, District of Lantzville, regarding the provision of water to Lantzville. *Pg. 68*

11. **OTHER BUSINESS:**

NONE

12. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

‘IN CAMERA’
City of Nanaimo
REPORT TO COUNCIL

DATE OF MEETING: 2013-FEB-18

AUTHORED BY: CHRIS JACKSON, MANAGER OF COMMUNITY PLANNING

RE: APPOINTMENTS TO SOCIAL PLANNING ADVISORY COMMITTEE

STAFF RECOMMENDATION:

That Council appoint two community-at-large members to fill vacancies on the Social Planning Advisory Committee (SPAC) from the list of applicants below.

PURPOSE:

The purpose of this report is to recommend that Council appoint two community-at-large members to the Social Planning Advisory Committee.

BACKGROUND:

SPAC is composed of 12 members; 9 representing the community-at-large, 2 City Councillors, and 1 member of the School Board. The City recently received notification from two of its community-at-large members, Zeni Maartman and John Neville, that they were resigning from their positions. The positions were advertised with a closing date of 2013-Jan-25 and seven applications were received. Council is requested to select two candidates from the list below to serve on the Committee until 2015-Mar-31.

DISCUSSION:

Strategic Plan Considerations

Appointing members to the Social Planning Advisory Committee is supported by the Social Equity Pillar of the Strategic Plan.

Council
 Committee.....
 Open Meeting
 In-Camera Meeting
Meeting Date: 2013-Feb-18

Respectfully submitted,

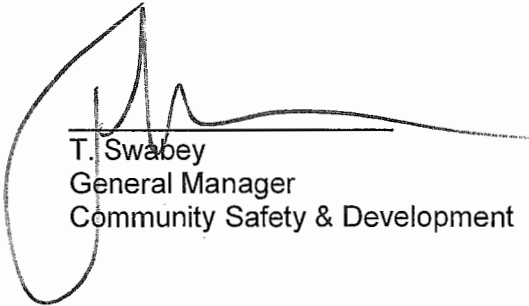


C. Jackson
Manager, Community Planning
Community Safety & Development

Concurrence by:



A. Tucker
Director of Planning
Community Safety & Development



T. Swabey
General Manager
Community Safety & Development

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2013-JAN-28
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SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-FEB-18, AT 1:00 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick
Councillor G. E. Greves
Councillor J. A. Kipp
Councillor W. B. McKay
Councillor J. F. K. Pattje

Absent: Councillor M. D. Brennan
Councillor D. K. Johnstone

Others: Ms. Pat Kendall, City Solicitor, Young Anderson
Mr. Sukh Manhas, City Solicitor, Young Anderson

Staff: A. C. Kenning, City Manager
D. W. Holmes, Assistant City Manager and General Manager of
Corporate Services
E. C. Swabey, General Manager of Community Safety and Development
T. M. Hickey, General Manager of Community Services
I. Howat, Director of Strategic Relationships
T. L. Hartley, Director of Human Resources and Organizational Planning
B. E. Clemens, Director of Finance
T. P. Seward, Director of Development
P. Kristensen, Director, Information Technology
B. Corsan, Manager of Real Estate
A. J. Tucker, Director of Planning
P. Cooper, Communications Manager
T. Samra, Manager of Legislative Services
D. Smith, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 1:05 p.m.

2. INTRODUCTION OF LATE ITEMS:

(a) Add Item 5 (a) Mayor's Report – update on proposed multiplex.

3. ADOPTION OF AGENDA:

01213 It was moved and seconded that the Agenda, as amended, be adopted. The motion carried unanimously.

4. ADOPTION OF MINUTES:

01313 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-JAN-28 at 1:00 p.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

5. MAYOR'S REPORT:

(a) Proposed Multiplex

Mayor Ruttan provided a verbal update on the status of the proposed multiplex and advised of a request from the proponents to attend a future Council Meeting.

6. COMMUNITY SAFETY AND DEVELOPMENT:

(a)

(b) Appointments to the Social Planning Advisory Committee

01513 It was moved and seconded that Council appoint Mr. William Anderson and Ms. Helena Green as community-at-large members to the Social Planning Advisory Committee and that the appointments be announced at this evening's Regular Council Meeting. The motion carried unanimously.

7. CORPORATE SERVICES:

(a)

8. COMMUNITY SERVICES:

- (a) Draft Review of the Nanaimo Conference Centre Hotel Purchase and Sale Agreement _____

Ms. Pat Kendall, City Solicitor, provided Council with a briefing of the draft Purchase and Sale Agreement,

Mayor Ruttan vacated the Board Room at 2:32 p.m.

Councillor Kipp assumed the Chair.

Mayor Ruttan returned to the Board Room and resumed the Chair at 2:35 p.m.

Councillor Kipp vacated the Board Room at 2:43 p.m.

Councillor Kipp returned to the Board Room at 2:44 p.m.

01713 It was moved and seconded that Council receive the report regarding the draft review of the Nanaimo Conference Centre Hotel Purchase and Sale Agreement . The motion carried unanimously.

Mr. D. Holmes, Assistant City Manager and General Manager of Corporate Services vacated the Board Room at 3:08 p.m. declaring a conflict of interest as his wife is an employee of the District of Lantzville.

Mayor Ruttan vacated the Board Room at 3:08 p.m. declaring a conflict of interest as he is a resident of the District of Lantzville.

Councillor Kipp assumed the Chair.

9. CORRESPONDENCE:

- (a) Letter dated 2013-JAN-31 from Mayor Jack de Jong, District of Lantzville, regarding the provision of water to Lantzville.

01813 It was moved and seconded that Council defer consideration of the correspondence dated 2013-JAN-31 from Mayor Jack de Jong, District of Lantzville, to a future "In Camera" Meeting where all members of Council are in attendance. The motion carried unanimously.

Mayor Ruttan returned to the Board Room and resumed the Chair at 3:17 p.m.

10. ADJOURNMENT:

01913 It was moved and seconded at 3:17 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-MAR-11, AT 1:00 P.M.

CHAIR: MAYOR RUTTAN

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-FEB-18 at 1:00 p.m. in the City Hall Board Room. Pg. 3-6

4. **PRESENTATIONS:**

NONE

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

NONE

7. **COMMUNITY SAFETY AND DEVELOPMENT**

(a) **LD2613 – Proposed Acquisition of a Part of 10 Maki Road.**

Purpose: To obtain Council approval to acquire a portion of 10 Maki Road for culvert rehabilitation and a future road widening project.

Commission Recommendation: That Council approve the acquisition of the land identified as "Required for Road Purposes" in Attachment A of the report for the purchase price of \$1,000. Pg. 7-9

(b) **LD2395 – Proposed Land Exchange between Dunn & King and City**

Purpose: To obtain Council approval, in principle, to enter into a Land Exchange Agreement with Mr. James Dunn and Mr. Bert King, whereby the City will acquire 4.0 acres of land on Departure Bay Creek for park purposes in exchange for transferring two single family properties to Mr. Dunn and Mr. King.

Staff Recommendations: That Council direct Staff:

Pg. 10-21

1. to prepare a formal Land Exchange Agreement with Mr. James Dunn and Mr. Bert King; and,
2. to provide a further report at an Open Council Meeting once the Land Exchange Agreement is finalized.

8. **CORPORATE SERVICES:**

NONE

9. **COMMUNITY SERVICES:**

NONE

10. **CORRESPONDENCE:**

- (a) Letter dated 2013-JAN-31 from Mayor Jack de Jong, District of Lantzville, regarding water discussions between the City and Lantzville.

Pg. 22

11. **OTHER BUSINESS:**

12. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

“In Camera”
City of Nanaimo
REPORT TO COUNCIL

DATE OF MEETING: 2013-MAR-11

AUTHORED BY: BILL CORSAN, MANAGER, REAL ESTATE

RE: PROPOSED ACQUISITION OF PART OF 10 MAKI ROAD

STAFF RECOMMENDATION:

That Council approve the acquisition of the land identified as “Required for Road Purposes” (Attachment A), for the purchase price of \$1,000.

BACKGROUND:

A small strip of land measuring 323 ft² has been identified as a requirement to facilitate the construction of a culvert rehabilitation and a future road widening project located at the Beck Creek crossing of Maki Road. Negotiations with the owner have resulted in an understanding to recommend the purchase price to Council.

DISCUSSION:

The owner has agreed to sell the required land to the City, as identified in Attachment A. The particulars of the subject property are as follows:

Subject Property: 10 Maki Road

Owner:


Amount of Land Required: 323 ft² (30 m²)

Size of Parent Parcel: 11.1 acres (44,986 m²)

Zoning: Split – RS1 Single Family Residential and AR1 Rural Resource

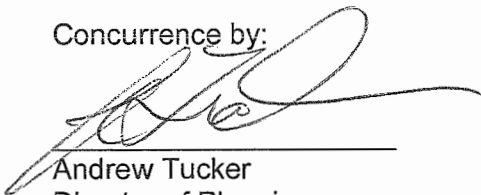
Construction is scheduled to begin in summer 2013 and will include the rehabilitation of the culvert, surrounding rock head wall and restoration of the owner's property.

Respectfully submitted,

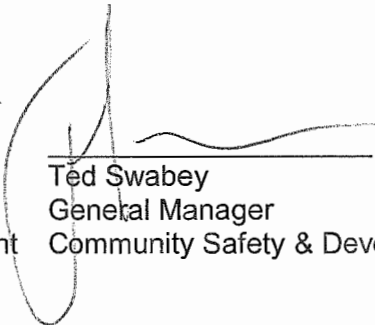


Bill Corsan
Manager, Real Estate
Community Safety & Development

Concurrence by:



Andrew Tucker
Director of Planning
Community Safety & Development

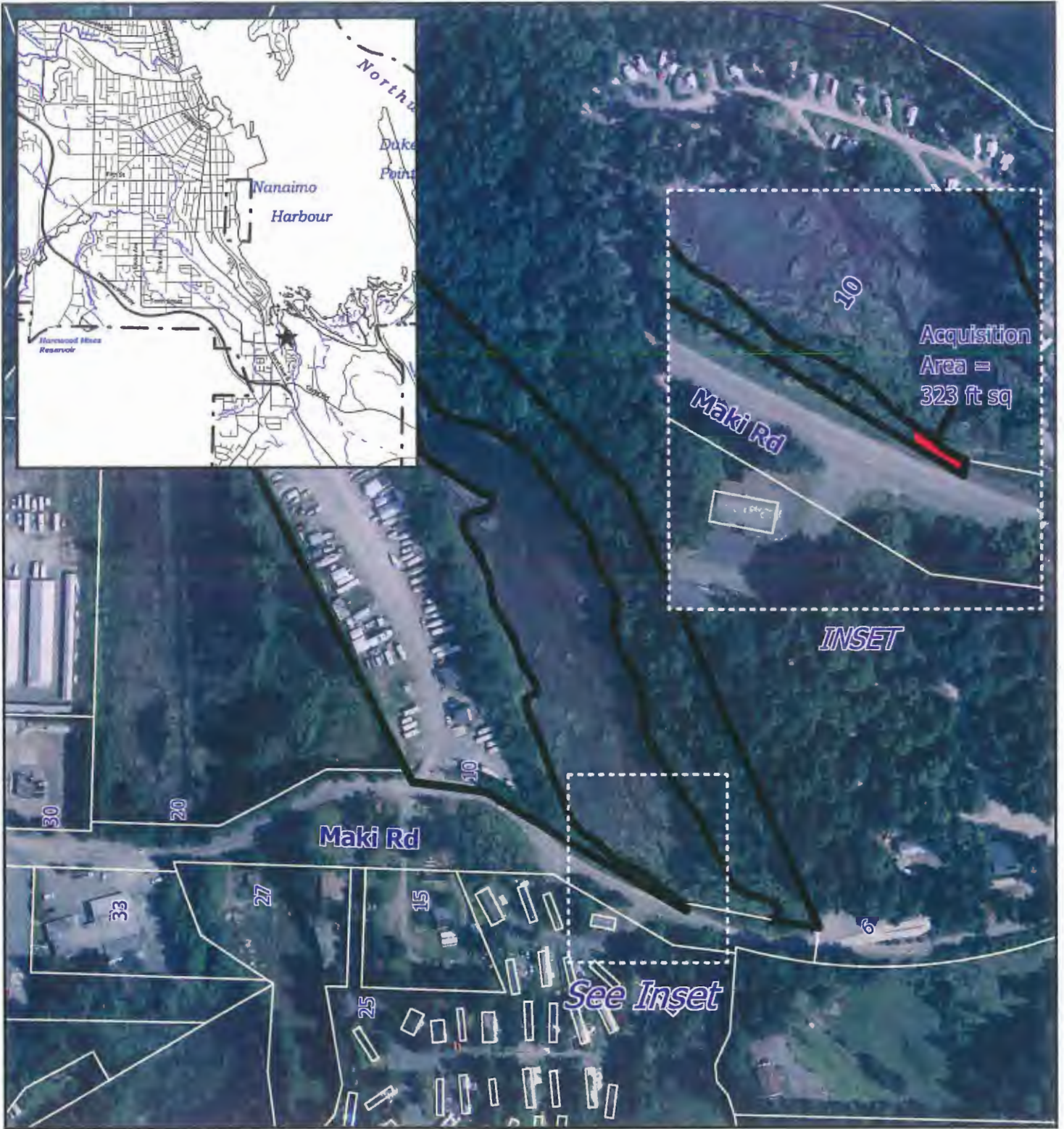


Ted Swabey
General Manager
Community Safety & Development

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2013-FEB-27
File LD002613
BC/np/tl



LOCATION PLAN

Civic: 10 Maki Road

Acquisition of Part of 10 Maki Road



Subject
Property



Required
for Road
Purposes

"In Camera"

City of Nanaimo REPORT TO COUNCIL

DATE OF MEETING: 2013-MAR-11

AUTHORED BY: BILL CORSAN, MANAGER OF REAL ESTATE

RE: PROPOSED LAND EXCHANGE BETWEEN DUNN AND KING AND CITY OF NANAIMO

STAFF RECOMMENDATION:

That Council:

1. direct Staff to prepare a formal Land Exchange Agreement with James Dunn and Bert King; and
2. direct Staff to provide a further report to open Council when the Land Exchange Agreement is finalized.

PURPOSE:

The purpose of this Staff report is to request Council approval in principle to enter into a Land Exchange Agreement with James Dunn and Bert King (Dunn and King) that will see Dunn and King transfer 4.0 acres of land on Departure Bay Creek to the City for parks purposes with the City transferring two single family rental homes to Dunn and King. A Letter of Intent has been executed by Dunn and King and the City which forms the basis of the proposed land exchange.

SUMMARY:

Staff has been working on a mutually beneficial Land Exchange Agreement which would see each party trade surplus lands to the other party. A Letter of Intent (Attachment C) has been prepared which will form the basis of the formal Land Exchange Agreement .

Once approval in principle is granted, Staff will work with Dunn and King to formalize the Land Exchange Agreement. Staff will then return to an upcoming open Council meeting seeking approval to publish the Notice of Disposition as required under sections 26 and 94 the *Community Charter*, prior to formal disposition taking place.

BACKGROUND:

Overview

Dunn and King own 4.0 acres (1.6 ha) of land through 17 titled lots between Departure Bay Road and James Street (Attachment A). The lands contain sensitive environmental features including steep slopes and two ravines with streams (Attachment B). The lands are currently

undeveloped and these properties separate the two portions of Woodstream Park. The acquisition will create one contiguous park for the neighbourhood.

In the fall of 2010, Dunn and King approached Staff for advice on how to best develop these challenging lots. An offer for the City to acquire the properties was also presented. Staff advised that there may be an opportunity to exchange the lands for surplus City-owned property. Dunn and King expressed interest in discussing potential exchange opportunities.

Two residential rental properties owned by the City at 5545 and 5549 Rutherford Road were identified by Staff as potential exchange candidates. The homes were purchased in 1994 and 2004 for a proposed realignment of Rutherford Road. Although the road realignment has not yet taken place, the survey work for the road dedication has been completed. There is no longer a requirement for the City to retain these properties which are deemed as surplus. The houses are currently occupied by tenants and managed by Widsten Property Management.

DISCUSSION:

Land Exchange Concept

The key parcels of land involved in the land exchange proposal are summarized below:

To Dunn and King from City	To City from Dunn and King
<ul style="list-style-type: none"> • 5545 Rutherford Road 	<ul style="list-style-type: none"> • 3321 Departure Bay Road
<ul style="list-style-type: none"> • 5549 Rutherford Road 	<ul style="list-style-type: none"> • 2990 James Street
	<ul style="list-style-type: none"> • 2940, 2950, 2970 and 2980 Robson Road

Properties to be Provided to Dunn and King:

5545 Rutherford Road *Schedule A of Letter of Intent*

Lot 1, District Lot 38, Wellington District, Plan 38034, except part in plans 45942 and EPP14739
PID: 000-973-980

Lot size: 1,746 sq m (18,794 sq ft)

Date acquired: September 15, 1997

Purchase price: \$165,000

Estimated rent collected: \$189,000

Estimated maintenance expenses: \$14,230

Appraised value for land exchange: \$305,000

5549 Rutherford Road *Schedule A of Letter of Intent*

Lot A, District Lot 38, Wellington District, Plan 45942, except part in plan EPP14739

PID: 008-978-662

Lot size: 755 sq m (8,127 sq ft)

Date acquired: June 25, 2004

Purchase price: \$235,000

Estimated rent collected: \$118,800

Estimated maintenance expenses: \$14,230

Appraised value for land exchange: \$315,000

Total Combined Appraised Value: \$620,000

Properties to Be Acquired by the City**3321 Departure Bay Road** *Schedule B of Letter of Intent*

Lot 1, Section 15, Wellington District, Plan VIP65257

PID: 023-908-181

Lot size: 1.42 acres (0.575 ha)

Date acquired: June 23, 1997

Purchase price: \$10,000

Property taxes paid: \$19,414

Appraised value for land exchange: \$225,000

2990 James Street *Schedule B of Letter of Intent*

Lots 13-21, Block 1, Section 15, Wellington District Plan 419

PID's: 009-082-093, 009-082-107 009-082-123, 009-082-131, 009-082-140, 009-082-158, 009-082-166, 009-082-174, and 009-082-182

Lot size: 1.48 acre (0.602 ha)

Date acquired: October 1, 1992

Purchase price: \$54,000

Property taxes paid: \$22,826

Appraised value for land exchange: \$351,000

2940, 2950, 2970 and 2980 Robson Road *Schedule B of Letter of Intent*

Lots 5-11, Block 1, Section 15, Wellington District, Plan 419

PID's: 009-082-000, 009-082-018, 000-774-235, 009-082-026, 009-082-034, 009-082-051 and 009-082-069.

Lot Size: 1.15 (0.468 ha)

Date acquired: December 16, 1992

Purchase price: \$61,400

Property taxes paid: \$15,238

Appraised value for land exchange: \$43,000

Total Combined Appraised Value \$619,000**Conditions Precedent**

The land exchange is subject to each party undertaking due diligence and for the City to receive Council approval.

Closing Date

The closing date for the Land Exchange is tentatively set for July 31, 2013.

Financial Considerations

Each party is responsible for their respective legal costs, property transfer taxes and Land Title fees. Dunn and King will pay to the City \$1,000 for the difference of the City Land's appraised value from Dunn and King Land's appraised value.

Strategic Plan Considerations

The exchange of the properties meet two key priorities identified in the 2012-2015 Strategic Plan, including:


Strategy	
Taking Responsibility	<p>Potential Strategies and/or Initiatives</p> <ul style="list-style-type: none"> Continuing to facilitate change and overall development consistent with vision and plans; taking action steps to be a catalyst or investment in the City's future.
Asset Management	<ul style="list-style-type: none"> The intent is to maximize benefits, reduce risks and provide satisfactory levels of service to the community in a sustainable manner. From a real estate perspective this includes disposing of surplus lands and acquiring lands that are mutually beneficial.

Respectfully submitted,

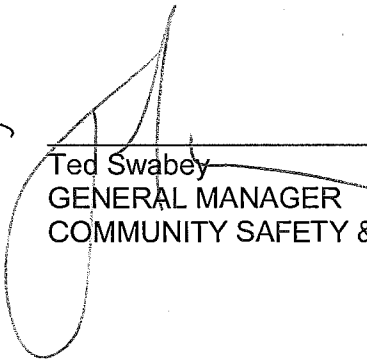


Bill Corsan
MANAGER
REAL ESTATE

Concurrence by:



Andrew Tucker
DIRECTOR
PLANNING

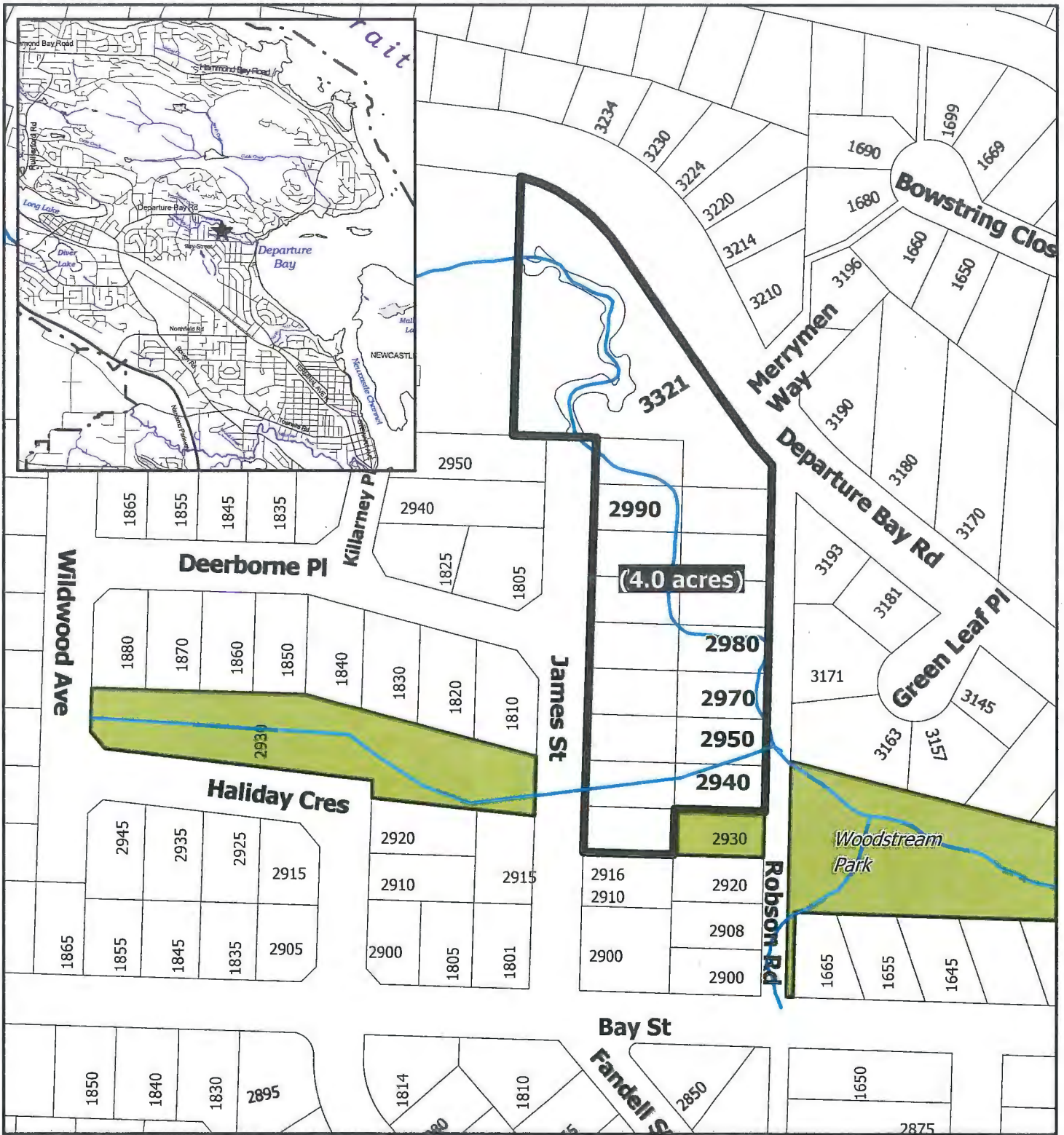


Ted Swabey
GENERAL MANAGER
COMMUNITY SAFETY & DEVELOPMENT

CITY MANAGER COMMENT:

I concur with the Staff recommendation.

Drafted: 2013-FEB-27
LD002395
BC/np/tl



(4.0 acres)

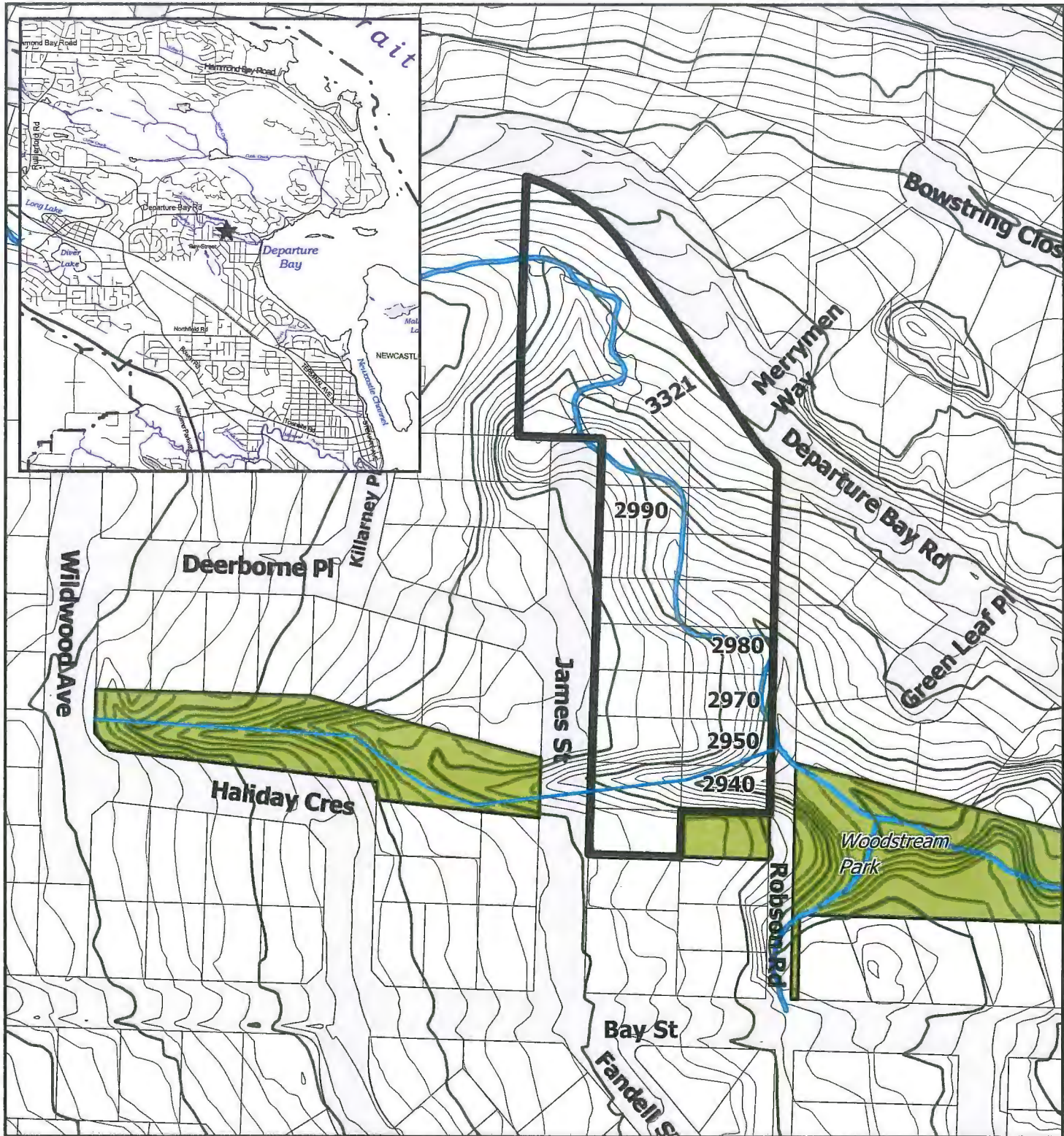
Woodstream Park



LOCATION PLAN

Civic: 3321 Departure Bay Rd, 2990 James St, 2490, 2950, 2970 and 2980 Robson Rd

-  Land to be Exchanged to CON
-  CON Parks



LOCATION PLAN

Civic: 3321 Departure Bay Rd, 2990 James St,
2490, 2950, 2970 and 2980 Robson Rd

-  Land to be Exchanged to CON
-  CON Parks

ATTACHMENT C



February 20, 2013

LETTER OF INTENT

BETWEEN:

THE CITY OF NANAIMO
455 Wallace Street
Nanaimo, B.C. V9R 5J6

(hereinafter referred to as the "City")

AND:

JAMES DUNN
685 Western Acres Road
Nanaimo, B.C. V9R 5W9

AND:

BERT KING
Nanaimo, BC

(hereinafter referred to as "Dunn and King")

This Letter of Intent sets out the basic terms under which the City and Dunn and King intend to enter into an agreement for the exchange of certain lands in Nanaimo, B.C. (the "Land Exchange Agreement").

The following outlines the principal terms and conditions of the transaction:

1. **City Transfer** - the City intends to transfer the following lands (together, the "City Lands") to Dunn and King:

5549 Rutherford Road Schedule A

PID: 008-978-662

Lot A, District Lot 38, Wellington District, Plan 45942, Except Part in Plan EPP14739

5545 Rutherford Road Schedule A

PID: 000-973-980

LOT 1, District Lot 38, Wellington District, Plan 38034, Except Part in Plans 45942 and EPP14739

2. **Dunn and King Transfer** - Dunn and King intend to transfer the following lands (together, the "Dunn and King Lands") to the City:

3321 Departure Bay Road Schedule B

Lot 1, Section 15, Wellington District, Plan VIP65257
PID: 023-908-181

2990 James Street Schedule B

Lots 13-21, Block 1, Section 15, Wellington District Plan 419
PID'S: 009-082-093, 009-082-107 009-082-123, 009-082-131, 009-082-140,
009-082-158, 009-082-166, 009-082-174, and 009-082-182.

2940, 2950, 2970 and 2980 Robson Road Schedule B

Lots 5-11, Block 1, Section 15, Wellington District, Plan 419
PID'S: 009-082-000, 009-082-018, 000-774-235, 009-082-026, 009-082-034, 009-082-051
and 009-082-069.

3. **Purchase Price**

- a) The purchase price for each legal parcel comprising the City Lands will be \$1.00.
- b) The purchase price for each legal parcel comprising the Dunn and King Lands will be \$1.00.
- c) The Parties agree that the City Lands have a combined appraised value of \$620,000.00.
- d) The Parties agree that the Dunn and King Lands have a combined appraised value of \$619,000.00.
- e) The Parties agree that the value of Dunn and King Lands are subject to a letter from a geo-technical engineer advising that three lots 18, 19 and 21 at 2990 James Street could support residential dwellings.
- f) Dunn and King will pay to the City \$1,000.00 for the difference of the City Land's appraised value from Dunn and King Land's appraised value.

4. **Commitment from Dunn and King**

- a) Under the rules of the *Residential Tenancy Act* Dunn and King will be responsible for providing Notice to End Tenancy to the tenants at 5545 and 5549 Rutherford Road indicating that major renovations are required and the building must be empty for the work to be done.

5. **Conditions Precedent** – The following will be conditions precedent to the City's obligation to transfer the City Lands and acquire the Dunn and King Lands, and Dunn and King's obligation to transfer the Dunn and King Lands and acquire the City Lands:

- a) Both parties must fully disclose all existing leases and licences, environmental and geotechnical reports, site assessments, audits, studies, investigations, permits, approvals, licences and records in possession or control with respect to their respective lands described herein and relating to contaminants, environmental laws and geotechnical soil conditions.
- b) Each party, to its sole satisfaction, will review all information supplied to it by the other party as listed above.
- c) Each party to review, to its sole satisfaction, the state of title certificate of the lands of which they are to receive title, and the existing encumbrances.
- d) The City must receive City of Nanaimo Council approval to proceed with the transfer of the City Lands in exchange for the Dunn and King Lands in accordance with the terms of the Land Exchange Agreement.

6. Preparation of Land Exchange Document

- a) The City and Dunn and King will jointly prepare a formal Land Exchange Agreement based on the terms and conditions contained in this Letter of Intent.
- b) The Land Exchange Agreement shall be prepared by legal counsel with each party responsible for the legal fees and expenses of their own legal advisor.

7. Closing Date

The intention of both parties is for the parties to use commercial best efforts to:

- a) settle, approve, execute and deliver the Land Exchange Agreement by April 26, 2013;
- b) satisfy all the conditions precedent in Section 5 by May 24, 2013; and
- c) the Land Exchange will tentatively complete on the following closing date:
 - I. exchange 5549 Rutherford Road and 5545 Rutherford Road for 2990 James Street, 3321 Departure Bay Road and 2940, 2950, 2970 and 2980 Robson Road on July 31, 2013.

The Closing Dates will be confirmed within the Land Exchange Agreement.

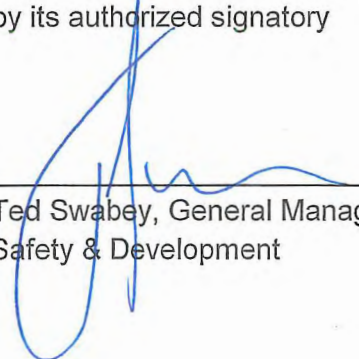
8. Letter of Intent Only

The City and Dunn and King agree that this letter does not constitute an agreement for the exchange of the City Lands and the Dunn and King Lands, nor is it legally binding on either the City or Dunn and King. This letter is not intended to be relied upon by the parties as constituting a binding agreement for such sale and purchase and no legal obligations shall arise between the City and Dunn and King as a result of this letter until negotiations have been concluded and the parties have executed and delivered a formal Land Exchange Agreement or one party delivers to another party notice that it no longer wishes to pursue the land exchanges contemplated herein.

This Letter is open for acceptance by you before Noon, March 1, 2013. Please confirm your agreement to the intentions set out herein by signing and returning the enclosed copy of this Letter on or before such time.

Dated at Nanaimo, B.C., this 20th day of February 2013.

City of Nanaimo
by its authorized signatory



Ted Swabey, General Manager of Community
Safety & Development



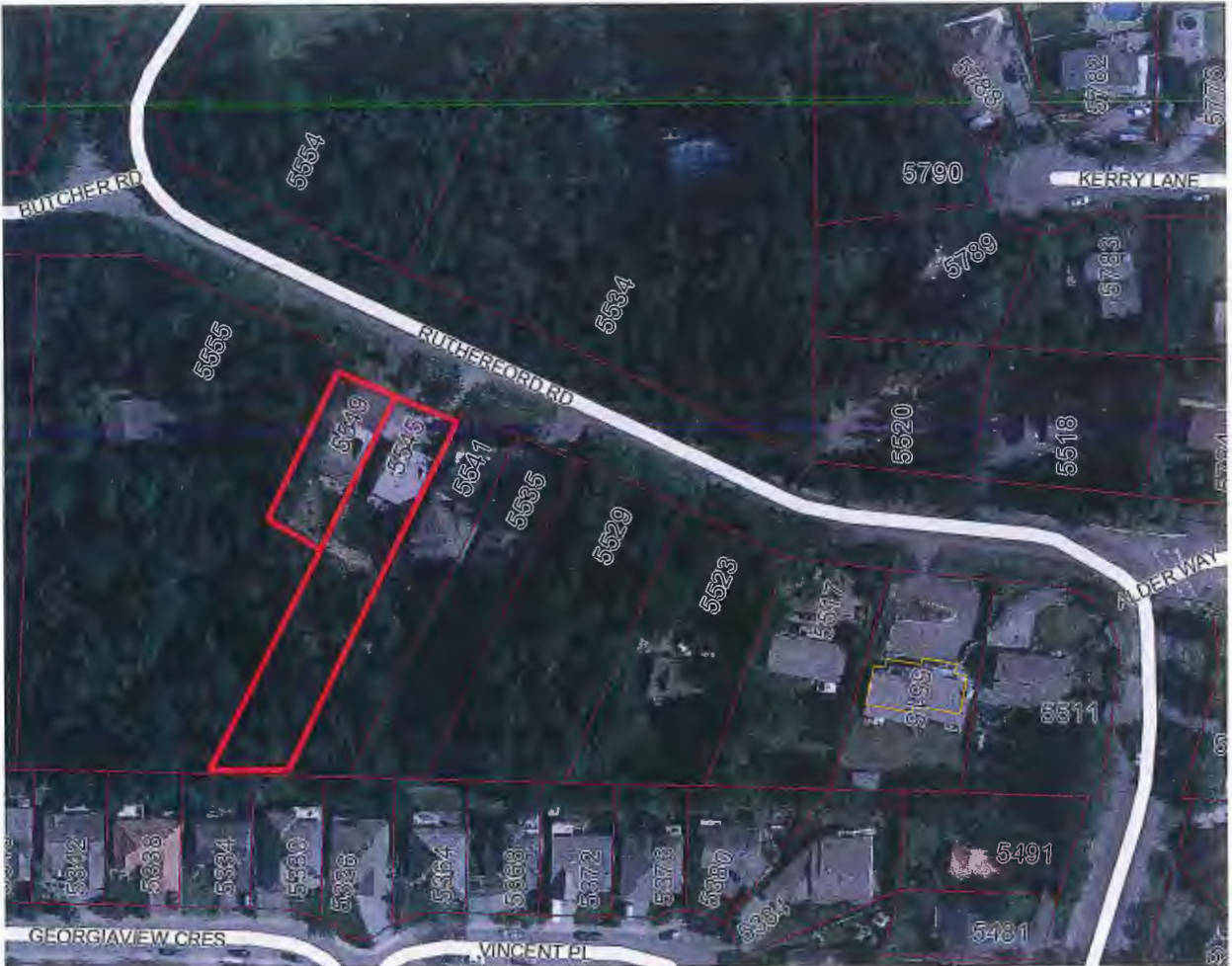
James Dunn



Bert King

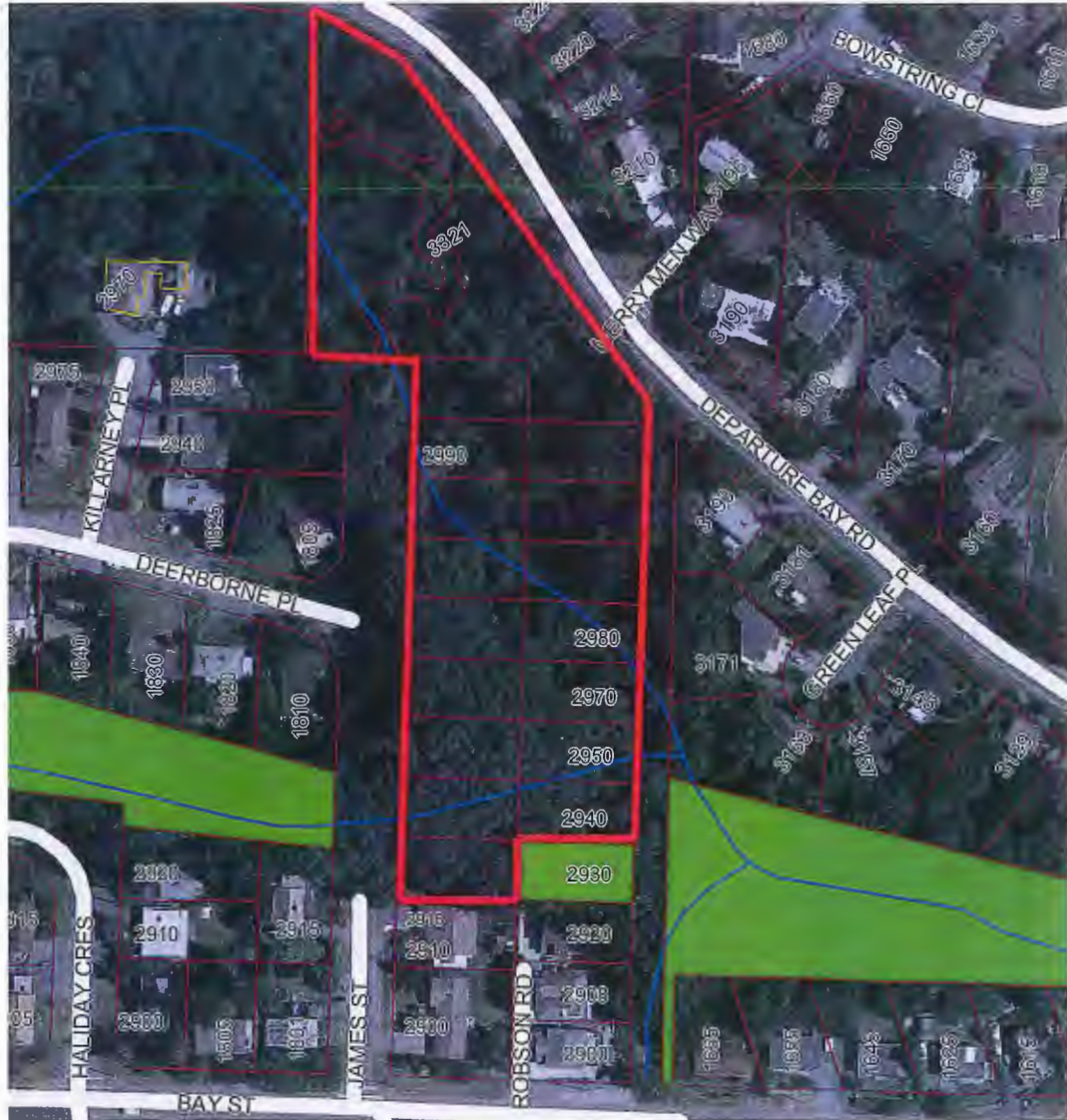
SCHEDULE A

5545 AND 5549 RUTHERFORD ROAD



SCHEDULE B

3321 Departure Bay Road
2990 James Street
2940, 2950, 2970 and 2980 Robson Road



SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-MAR-11, AT 1:00 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor W. B. McKay
Councillor J. F. K. Pattje

Absent: Councillor J. A. Kipp
Councillor D. K. Johnstone

Staff: A. C. Kenning, City Manager
D. W. Holmes, Assistant City Manager and General Manager of
Corporate Services
E. C. Swabey, General Manager of Community Safety and Development
T. M. Hickey, General Manager of Community Services (Arrived 1:05 p.m.)
T. L. Hartley, Director of Human Resources and Organizational Planning
B. E. Clemens, Director of Finance
S. Clift, Director of Engineering and Public Works
A. J. Tucker, Director of Planning
R. J. Harding, Director of Parks, Recreation and Culture
B. Prokopenko, Senior Manager of Engineering (Arrived 1:05 p.m.)
P. Cooper, Communications Manager
D. Lindsay, Manager of Building Inspections (Arrived 1:05 p.m.)
T. Samra, Manager of Legislative Services
K. King, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 1:02 p.m.

2. ADOPTION OF AGENDA:

02013 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

02113 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-FEB-18 at 1:00 p.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. COMMUNITY SAFETY AND DEVELOPMENT:

(a) LD2613 – Proposed Acquisition of a Part of 10 Maki Road.

02213 It was moved and seconded that Council approve the acquisition of the land identified as "Required for Road Purposes" in Attachment A of the report for the purchase price of \$1,000. The motion carried unanimously.

(b) LD2395 – Proposed Land Exchange between Dunn & King and City

02313 It was moved and seconded that Council direct Staff:

1. to prepare a formal Land Exchange Agreement with Mr. James Dunn and Mr. Bert King; and,
2. to provide a further report at an Open Council Meeting once the Land Exchange Agreement is finalized.

The motion carried.

Opposed: Councillor McKay

5. CORRESPONDENCE:

Mayor Ruttan vacated the Board Room at 1:11 p.m. on a conflict of interest as he is a resident of Lantzville.

Mr. D. W. Holmes, Assistant City Manager / General Manager of Corporate Services vacated the Board Room on a conflict of interest as his spouse is an employee of the District of Lantzville.

Councillor Pattje assumed the Chair.

- (a) Letter dated 2013-JAN-31 from Mayor Jack de Jong, District of Lantzville, regarding water discussions between the City and Lantzville.

02413 It was moved and seconded that consideration of the correspondence from the District of Lantzville regarding water discussions be deferred to the next "In Camera" Meeting where all members of Council are in attendance. The motion carried unanimously.

Mayor Ruttan returned to the Board Room at 1:12 p.m. and resumed the Chair.

Mr. Holmes returned to the Board Room at 1:12 p.m.

6. OTHER BUSINESS:

- (a) Councillor Bestwick requested an update on a meeting held in Vancouver last Wednesday regarding a potential contract for the VICC Hotel. Mr. A. C. Kenning, City Manager, advised that discussions are ongoing.

7. ADJOURNMENT:

02513 It was moved and seconded at 1:15 p.m. that the "In Camera" Meeting terminate.
 The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-MAR-25, AT 1:00 P.M.

CHAIR: MAYOR RUTTAN

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-MAR-11 at 1:02 p.m. in the City Hall Board Room. *Pg. 3-5*

4. **PRESENTATIONS:**

NONE

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

NONE

7. **COMMUNITY SAFETY AND DEVELOPMENT**

NONE

8. **CORPORATE SERVICES:**

NONE

9. **COMMUNITY SERVICES:**

NONE

10. **CORRESPONDENCE:**

NONE

11. **OTHER BUSINESS:**

(a) **District of Lantzville Water Discussions**

Pg. 6

At the "In-Camera" Meeting of Council held 2013-MAR-18, Council made the following motion regarding the letter dated 2013-JAN-31 from Mayor Jack de Jong, District of Lantzville, regarding water discussions between the City and Lantzville:

It was moved and seconded that Council defer discussion regarding the letter dated 2013-JAN-31 from Mayor Jack de Jong, District of Lantzville, until all members of Council are in attendance,

12. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-MAR-25, AT 1:03 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson (arrived 1:08 p.m.)
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay
Councillor J. F. K. Pattje

Staff: A. C. Kenning, City Manager
D. W. Holmes, Assistant City Manager and General Manager of
Corporate Services
E. C. Swabey, General Manager of Community Safety and Development
T. M. Hickey, General Manager of Community Services
I. Howat, Director of Strategic Relationships
T. L. Hartley, Director of Human Resources and Organizational Planning
B. E. Clemens, Director of Finance
S. Clift, Director of Engineering and Public Works
A. J. Tucker, Director of Planning
R. J. Harding, Director of Parks, Recreation and Culture
P. Cooper, Communications Manager
D. Smith, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 1:03 p.m.

2. INTRODUCTION OF LATE ITEMS:

- (a) Add Agenda Item 6 (a) Island Ferry Services.
- (b) Add Agenda Item 6 (b) Personnel Matter.

3. ADOPTION OF AGENDA:

02613 It was moved and seconded that the Agenda, as amended, be adopted. The motion carried unanimously.

4. ADMINISTRATION:

(a) Island Ferry Services Ltd.

Councillor Anderson entered the Board Room at 1:08 p.m.

I. Howat, Director of Strategic Relationships, advised that he and the Nanaimo Economic Development Corporation have been meeting with Island Ferry Services Ltd. regarding a proposed foot passenger ferry service to Vancouver, potential locations, funding and the potential timing of the release of information to the public.

(b) Personnel Matter

A. C. Kenning, City Manager, requested that all staff, with the exception of the General Managers and the Director of Human Resources, vacate the Board Room at 1:12 p.m.

Councillor Kipp vacated the Board Room at 1:44 p.m.

Councillor Bestwick vacated the Board Room at 1:54 p.m.

5. ADOPTION OF MINUTES:

02713 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-MAR-11 at 1:02 p.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

6. OTHER BUSINESS:

(a) District of Lantzville Water Discussions

The letter dated 2013-JAN-31 from Mayor Jack de Jong, District of Lantzville, regarding the provision of water was not considered as all members of Council were not in attendance.

7. ADJOURNMENT:

02813 It was moved and seconded at 2:02 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-APR-08, AT 1:00 P.M.

CHAIR: MAYOR RUTTAN

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, *Pg. 3-5*
2013-MAR-25 at 1:03 p.m. in the City Hall Board Room.

4. **PRESENTATIONS:**

NONE

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

NONE

7. **COMMUNITY SAFETY AND DEVELOPMENT**

NONE

8. **CORPORATE SERVICES:**

NONE

9. **COMMUNITY SERVICES:**

NONE

10. **CORRESPONDENCE:**

NONE

11. **OTHER BUSINESS:**

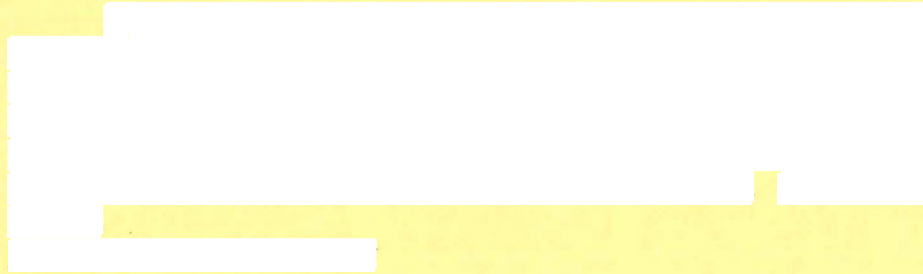
(a) **Personnel Item**

Presentation: Ms. Marcia McNeil, City Solicitor, Heenan Blaikie.

(b) **District of Lantzville Water Discussions**

Pg. 6

At the "In-Camera" Meeting of Council held 2013-MAR-18, Council passed the following motion regarding the letter dated 2013-JAN-31 from Mayor Jack de Jong, District of Lantzville, regarding water discussions between the City and Lantzville:



12. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-APR-08, AT 1:00 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay
Councillor J. F. K. Pattje

Others: Ms. Marcia McNeil, City Solicitor, Heenan Blaikie

Staff: A. C. Kenning, City Manager
E. C. Swabey, General Manager of Community Safety and Development
T. M. Hickey, General Manager of Community Services
I. Howat, Director of Strategic Relationships (arrived at 1:03 p.m.)
Chief R. Lambert, Nanaimo Fire Rescue (arrived at 2:16 p.m.)
E. Doherty, Labour Relations Manager
D. Smith, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 1:01 p.m.

2. ADOPTION OF AGENDA:

02913 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

03013 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-MAR-25 at 1:00 p.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. OTHER BUSINESS:

A. C. Kenning, City Manager, requested that all staff, with the exception of the General Managers and the Manager of Labour Relations, vacate the Board Room at 1:02 p.m.

(a) Personnel Item

I. Howat, Director of Strategic Relationships, entered the meeting at 1:03 p.m.

Presentation:

Ms. Marcia McNeil, City Solicitor, Heenan Blaikie, provided a presentation to Council.

Ms. McNeil, City Solicitor and Mr. E. Doherty, Labour Relations Manager vacated the Board Room at 2:16 p.m.

Chief R. Lambert, Nanaimo Fire Rescue and Ms. D. Smith, Recording Secretary, entered the Board Room at 2:16 p.m.

Councillor Brennan vacated the Board Room at 2:17 p.m.

Mayor Ruttan vacated the Board Room at 2:17 p.m. declaring a conflict of interest as he is a resident of the District of Lantzville.

Acting Mayor Kipp assumed the Chair.

Councillor Brennan returned to the Board Room at 2:18 p.m.

(b) District of Lantzville Water Discussions

03213 It was moved and seconded that Council direct Staff to provide water to properties in upper Lantzville with the exception of Winchelsea View Golf Course, and that connections related to new development, such as the Foothills project, will be limited to 50 per year.

03313 It was moved and seconded that Council defer consideration of Resolution #03213 regarding the provision of water to the District of Lantzville until Staff provide clarification on various concerns raised by Council at the "In-Camera" Meeting held 2013-APR-08. The motion carried unanimously.

5. ADJOURNMENT:

03313 It was moved and seconded at 2:40 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-APR-22, AT 1:00 P.M.

CHAIR: MAYOR RUTTAN

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-APR-08 at 1:01 p.m. in the City Hall Board Room. *Pg. 5-7*

4. **PRESENTATIONS:**

- (a) Mr. Rob Robison, Commissioner, Western Hockey League, Mr. Graham Lee, RG Properties, and Mr. Ken Wagner, Owner, Nanaimo Clippers, to provide a presentation on the feasibility of a new sports and entertainment facility in the City of Nanaimo.
- (b) Mr. Perry S. Ehrlich, Kahn Zack Ehrlich Lithwick, LLP, to provide a presentation regarding a proposal by their client, Mr. Junhao Chen, Principal, Suzhou Youth Travel Services Co. Ltd., for the acquisition, development, and operation of a hotel adjacent to the Vancouver Island Conference Centre.

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

NONE

7. **COMMUNITY SAFETY AND DEVELOPMENT**

(a) **2013 Excellence in Social Development Awards**

Purpose: To obtain Council approval of the recommendations from the Social Planning Advisory Committee regarding recipients of the 2013 Excellence in Social Development Awards.

Committee Recommendation: That Council approve the following recipients of the 2013 Excellence in Social Development Awards, and that the awards be presented at an Awards Luncheon to be held Wednesday, 2013-MAY-22:

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Recommended Recipient	Achievement
Pat Simpson	Assists new immigrants to Nanaimo adapt to their new home.
Tony Davis	Ensures the Loaves & Fishes Food Bank meets the changing needs of the community.
Dave Laberge	Shifted local policing standards to include social development.

(b) **2013 Heritage Awards**

To be introduced by Nanaimo Community Heritage Commission Chair, Councillor Diane Brennan.

Purpose: To obtain Council approval of the recommendations from the Nanaimo Community Heritage Commission regarding recipients of the 2013 Heritage Awards.

Commission Recommendation: That Council approve the following recipients of the 2013 Heritage Awards, and that the awards be presented at an Awards Luncheon to be held Wednesday, 2013-MAY-22:

Pg. 10-11

Recommended Recipient	Award Type
Jill Stannard	John Thomson Heritage Memorial Award
E&N Railway Station (321 Selby Street)	Heritage Building Rehabilitation Award (Commercial – over \$500,000 project cost)
Palace Hotel (275 Skinner Street)	Heritage Building Rehabilitation Award (Commercial – under \$500,000 project cost)

(c) **2013 Green Nanaimo Awards**

To be introduced by Advisory Committee on Environmental Sustainability Chair, Councillor Diane Brennan.

Purpose: To obtain Council approval of the recommendations from the Advisory Committee on Environmental Sustainability regarding recipients of the 2013 Green Nanaimo Awards.

Committee Recommendation: That Council approve the following recipients of the 2013 Green Nanaimo Awards, and that the awards be presented at an Awards Luncheon to be held on Wednesday, 2013-MAY-22:

Pg. 12-13

Recommended Recipient	Category/Achievement
Mr. David Grey	Environmental Awareness - For dedication in creating opportunities for students to become confident and aware of their role in building a better environment by taking action to promote energy conservation, food security and cycling in Nanaimo.
Mr. Jean Michel-Hanssens	Home/ Neighbourhood with Distinction - Significant community building and public awareness efforts that inspired others and achieved results through local stream restoration projects, particularly in Departure Creek.
Mid-Island Co-op	Healthy Living - Providing leadership in improving the health of our community by building capacity for a wide range of organizations that promote social and environmental responsibility in Nanaimo and throughout Vancouver Island.

(d) **Design Awards – 2011/2012**

Purpose: To inform Council of the Design Advisory Panel selection of Design Award candidates for 2012.

Panel Recommendation: That Council receive for information the report regarding the Design Award candidates for 2012.

Pg. 14-16

(e) **Legal Action –** [REDACTED]

[REDACTED]

[REDACTED]

Pg. 17-19

8. **CORPORATE SERVICES:**

NONE

9. **COMMUNITY SERVICES:**

(a) **Vancouver Island Conference Centre Hotel**

Purpose: To update Council on the hotel and seek direction from Council moving forward.

Staff Recommendation: That Council:

Pg. 20-47

- A. amend the incentive package to:
 - 1. 10 year Revitalization Tax Exemption Bylaw
 - 2. negotiate the P2 level of the VICC Parkade for Hotel parking for a "market" driven value (190 spaces)
 - 3. sell the hotel site for "market" value.
- B. continue to express an interest with the parties of the hotel also managing the VICC, where mutual benefits may be realized, but this should be done independent of discussions regarding the sale of the hotel site.
- C. direct staff to proceed with the negotiation of a purchase and sale agreement with SSS Consulting Group based on the direction outlined by Council in the recommendations above.
- D. direct staff to proceed with finalizing the draft development covenant attached to the Staff report as Appendix "A".

10. **CORRESPONDENCE:**

NONE

11. **OTHER BUSINESS:**

NONE

12. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR JOHNSTONE
2013-MAR-11 to 2013-APR-28

“IN CAMERA”
City of Nanaimo
REPORT TO COUNCIL

DATE OF MEETING: 2013-APR-22

AUTHORED BY: CHAIR, SOCIAL PLANNING ADVISORY COMMITTEE

RE: 2013 EXCELLENCE IN SOCIAL DEVELOPMENT AWARDS

COMMITTEE'S RECOMMENDATION:

That Council approve the following recipients of the 2013 Excellence in Social Development Awards, and that the awards be presented at an Awards Luncheon to be held on Wednesday, 2013-MAY-22:

Recommended Recipient	Achievement
Pat Simpson	Assists new immigrants to Nanaimo adapt to their new home.
Tony Davis	Ensures the Loaves & Fishes Food Bank meets the changing needs of the community.
Dave Laberge	Shifted local policing standards to include social development.

PURPOSE:

To seek Council's endorsement of the recommendations from the Social Planning Advisory Committee (SPAC) regarding recipients of 2013 Excellence in Social Development Awards.

BACKGROUND:

In 2004, Council approved a recommendation by SPAC that the City initiate an awards program recognizing individual and agency achievement in the field of social development.

DISCUSSION:

Following a call for nominations, SPAC, at their meeting held 2013-APR-02, reviewed nominations based on the following criteria:

- exceptional commitment
- extraordinary caring and help to an individual, family or group
- raised awareness or funding for social endeavours
- corporate giving
- community spirit
- dedication to meeting community needs
- provision of programs and services of the highest quality
- innovative and creative collaborative processes
- advocacy for positive social support and change
- leadership in the social sector

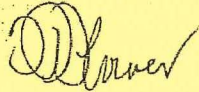
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 Meeting Date: 2013-APR-22

The Committee determined that the above-noted nominees meet the criteria and should be recognized for their achievements.

Strategic Plan Considerations

Recognizing excellence in social development furthers the goals of the Social Equity Pillar of the Strategic Plan.

Respectfully submitted,



Terre Flower, Chair
Social Planning Advisory Committee

Drafted: 2013-APR-05
G:\commplan\admin\reports\2013\SPAC Excellence in Social Development Awards IC
JH/ch

**“IN CAMERA”
City of Nanaimo
REPORT TO COUNCIL**

DATE OF MEETING: 2013-APR-22

AUTHORED BY: CHAIR, NANAIMO COMMUNITY HERITAGE COMMISSION

RE: 2013 HERITAGE AWARDS

COMMISSION'S RECOMMENDATION:

That Council approve the following recipients of the 2013 Heritage Awards, and that the awards be presented at an Awards Luncheon to be held on Wednesday, 2013-MAY-22:

Recommended Recipient	Award Type
Jill Stannard	John Thomson Heritage Memorial Award
E&N Railway Station (321 Selby Street)	Heritage Building Rehabilitation Award (Commercial – over \$500,000 project cost)
Palace Hotel (275 Skinner Street)	Heritage Building Rehabilitation Award (Commercial – under \$500,000 project cost)

PURPOSE:

To seek Council's endorsement of the recommendations from the Nanaimo Community Heritage Commission (NCHC) regarding recipients of 2013 Heritage Awards.

BACKGROUND:

In 1994, the City of Nanaimo created the John Thomson Heritage Memorial Award to honour individuals who demonstrate outstanding heritage service and dedication to the community.

The Heritage Building Rehabilitation Awards are intended to recognize significant heritage building rehabilitation projects recently completed within the City of Nanaimo.

DISCUSSION:

At their meeting held 2013-APR-03, NCHC reviewed the nominations and made the following recommendations:

John Thomson Heritage Memorial Award Recommendation

Jill Stannard's legacy of service and dedication to heritage awareness in Nanaimo is long standing and significant, and it is with great pleasure that the Commission recommends that she

✓ Council
____ Committee
____ Open Meeting
✓ In-Camera Meeting
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be honoured with the John Thomson Memorial Heritage Award. A lifelong resident of Nanaimo, Ms. Stannard has an extensive and varied volunteer history with the many organizations that promote Nanaimo's cultural heritage and history. Highlights include:

- an active member of the Nanaimo Historical Society since 1996;
- a member of the Archaeological Society of British Columbia – Nanaimo Branch since 1996. She has been an executive member of the Society a number of times, and has taken an active and ongoing role in Society events, programs and operations;
- a volunteer with the Nanaimo Community Archives since 1997 where she has assisted with the processing of historical materials, and in particular the family history files;
- a member of the Nanaimo Community Heritage Commission since 2009; and
- a volunteer guide and South End history raconteur for the heritage walk that is provided each year at the South End Community Association's Miner's Picnic.

A long-standing and dedicated steward of Nanaimo's heritage resources, Ms. Stannard is a deserving candidate to become this year's recipient of the John Thomson Heritage Memorial Award. Her love of Nanaimo, pride of place, and extensive volunteer background clearly demonstrates her outstanding heritage service and dedication to the community.

Heritage Building Rehabilitation Award Recommendations

A number of heritage rehabilitation projects were completed in 2011/2012 with assistance from the City's Heritage Façade Improvement Grant Program and the Heritage Home Grant Program. Of these projects, the following were considered to be particularly noteworthy and deserving of recognition by the City in the following categories:

- E&N Railway Station (321 Selby Street) for a Heritage Rehabilitation Award (Commercial – over \$500,000 project cost)
- Palace Hotel (275 Skinner Street) for a Heritage Rehabilitation Award (Commercial – under \$500,000 project cost)

Strategic Plan Considerations

Heritage award recognition furthers the goals of the Cultural Vitality (Creativity, Diversity, Heritage and Innovation) Pillar of the Strategic Plan.

Respectfully submitted,



Diane Brennan, Chair
Nanaimo Community Heritage Commission

Drafted: 2013-APR-05
g:\comp\In\admin\council reports\2013\IC Report for NCHC Heritage Awards 2013
CS/rt

**“IN CAMERA”
City of Nanaimo
REPORT TO COUNCIL**

DATE OF MEETING: 2013-APR-22

AUTHORED BY: CHAIR, ADVISORY COMMITTEE ON ENVIRONMENTAL SUSTAINABILITY

RE: 2013 GREEN NANAIMO AWARDS

COMMITTEE'S RECOMMENDATION:

That Council approve the following recipients of the 2013 Green Nanaimo Awards, and that the awards be presented at an Awards Luncheon to be held on Wednesday, 2013-MAY-22:

Recommended Recipient	Category	Achievement
Mr. David Grey	Environmental Awareness	For dedication in creating opportunities for students to become confident and aware of their role in building a better environment by taking action to promote energy conservation, food security and cycling in Nanaimo.
Mr. Jean Michel-Hanssens	Home/Neighbourhood with Distinction	Significant community building and public awareness efforts that inspired others and achieved results through local stream restoration projects, particularly in Departure Creek.
Mid-Island Co-op	Healthy Living	Providing leadership in improving the health of our community by building capacity for a wide range of organizations that promote social and environmental responsibility in Nanaimo and throughout Vancouver Island.

PURPOSE:

To seek Council's endorsement of the recommendations from the Advisory Committee on Environmental Sustainability (ACES) regarding recipients of 2013 Green Nanaimo Awards.

BACKGROUND:

In 1999, the City created the Green Nanaimo Awards (called the Environment Achievement Awards from 1999 to 2005) to recognize individual businesses, schools and organizations in Nanaimo that make valuable contributions toward protecting and enhancing the City's natural environment.

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 Committee.....
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DISCUSSION:

Following a call for nominations, at their meeting held 2013-APR-10, the Committee reviewed the nominations based on the following criteria:

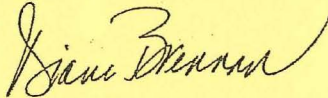
- environmental benefit to the City;
- level of creativity, originality and innovation of the nomination;
- the level of inspiration to others;
- overall impact on the community.

The Committee determined that the above-noted nominees meet the criteria and should be recognized for their achievements.

Strategic Plan Considerations

Recognizing excellence in environmental projects and initiatives furthers the goals of the Environmental Responsibility Pillar of the Strategic Plan.

Respectfully submitted,



Diane Brennan, Chair
Advisory Committee on Environmental Sustainability

Drafted: 2013-APR-05
G:\commplan\admin\reports\2013\ACES Green Nanaimo Awards IC
RL/rt

“IN CAMERA”

FOR INFORMATION ONLY

REPORT TO: MAYOR AND COUNCIL

FROM: KEVIN KRASTEL, CHAIR, DESIGN ADVISORY PANEL

RE: DESIGN AWARDS - 2011/2012

COMMITTEE RECOMMENDATION:

That Council receives the report for information. The Design Awards are to be presented at an Awards Luncheon to be held on Wednesday, 2013-MAY-22.

PURPOSE

To inform Council of the Design Advisory Panel selection of Design Award Candidates for 2012.

BACKGROUND

The role of the Design Advisory Panel (DAP) is to review development proposals and make recommendations with respect to form and character. The Panel encourages and recognizes outstanding design in the community at a bi-annual Advisory Committee Awards luncheon.

DISCUSSION:

DAP reviewed all development permit projects completed within the past two calendar years (2011/2012) at its meeting held 2013-APR-11 and motioned to recognize the following projects with an award:

COMMERCIAL DEVELOPMENT		
DP000722	1865 DUFFERIN CRES.	TD BANK: RAYMOND DE BEELD, ARCHITECT BUILDER: ISLAND WESTCOAST DEVELOPMENT OWNER: GREENROCK DEVELOPMENTS INC.
COMMERCIAL RENOVATION		
DP000701	111 WALLACE STREET	RAMSAY LAMPMAN RHODES: WILL MELVILLE, DESIGNER CONTRACTOR: WESTMARK CONSTRUCTION LTD. OWNER: RAMSAY LAMPMAN RHODES (509831 BC LTD)
INDUSTRIAL DEVELOPMENTS		
DP000657	4341 BOBAN WAY	CITY TILE: WILL MELVILLE, DESIGNER BUILDER: WINDLEY CONTRACTING LTD OWNER: DOMVIN HOLDINGS LTD
DP000761	2209 WILGRESS ROAD	DOG 'N SUDS: WILL MELVILLE, DESIGNER BUILDER: DOGWOOD MOUNTAIN HOMES OWNER: DARIA HOLMBOE

- Council
- Committee
- Open Meeting
- In-Camera Meeting

Meeting Date: 2013-APR-22

Respectfully submitted,

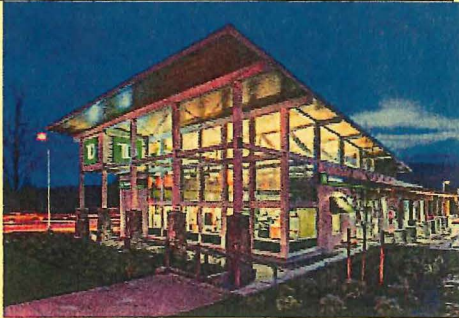





Kevin Krastel, Chair
Design Advisory Panel

KK/lb

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2011-2012 DESIGN AWARDS

COMMERCIAL DEVELOPMENTS		
<p>DP000722 1865 Dufferin Cres.</p>	<p>Raymond De Beeld, Designer Builder: Island Westcoast Development Owner: Greenrock Developments</p>	
COMMERCIAL RENOVATIONS		
<p>DP000701 111 Wallace Street</p>	<p>Will Melville, Designer Builder: Westmark Construction Ltd. Owner: Ramsay Lampman Rhodes</p>	
INDUSTRIAL DEVELOPMENTS		
<p>DP000657 4341 Boban Way</p>	<p>Will Melville, Designer Builder: Windley Contracting Owner: Domvin Holding Ltd.</p>	
<p>DP000761 2209 Wilgress Road</p>	<p>Will Melville, Designer Builder: Dogwood Mountain Homes Owner: Daria Holmboe</p>	

City of Nanaimo

IN CAMERA REPORT TO COUNCIL

DATE OF MEETING: 2012-APR-22

AUTHORED BY: Ian Howat, Director of Strategic Relationships

RE: VICC Hotel

STAFF RECOMMENDATION:

That Council:

- A. amend the incentive package to:
 - 1. 10 year Revitalization Tax Exemption Bylaw
 - 2. negotiate the P2 level of the VICC Parkade for Hotel parking for a "market" driven value (190 spaces)
 - 3. sell the hotel site for "market" value.
- B. continue to express an interest with the parties of the hotel also managing the VICC, where mutual benefits may be realized, but this should be done independent of discussions regarding the sale of the hotel site.
- C. direct staff to proceed with the negotiation of a purchase and sale agreement with SSS Consulting Group based on the direction outlined by Council in the recommendations above.
- D. direct staff to proceed with finalizing the draft development covenant attached as Appendix "A".

PURPOSE:

To update Council on the hotel and seek direction from Council moving forward.

DISCUSSION:

Three proposals have been submitted to the City:

- 1. SSS Consulting Group represented by Mr. Chen and Mr. Ehrlich (Appendix "B")
-

Council
 Committee.....
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 In-Camera Meeting
Meeting Date: 2013-APR-22

Staff are unclear about Council's continued commitments to the incentives, which are discussed below. Particularly, the relationship with the VICC. If the VICC management is removed from the equation the City cannot offer the land for below market value. Staff have advised the parties that if they insist on continuing to pursue the site their offer should resemble a market driven offer.

Incentives specific to the hotel:

1. 10 year Hotel Revitalization Tax Exemption Bylaw (available anywhere in the City of Nanaimo and includes renovations)

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

The concerns of the hoteliers is raised in the context of this report because the strength of the SSS proposal is that this company is a Chinese tour company that has a desire to own the hotels in which its clients visit. It is the intention of SSS to bring Chinese business and leisure tourists to Nanaimo to stay in the hotel and use the facilities of the VICC. SSS are essentially developing a new market in Nanaimo that does not currently exist, which would mitigate the concerns of our local hoteliers.

To date, the City, our hotel industry and for the most part the regional tourism industry has concerned itself, commented or taken actions based on regional statistics driven by a regional tourism market. Certainly, the City's actions to date to incent a hotel have been based on the challenges that are identified through regional statistics relating to regional business and leisure travel. The new economy driven by China's designation of Canada as an approved tourism destination has triggered a new market that has not been contemplated, considered or forecasted. This new economy is creating new demand from international tourists and perhaps should necessitate and change approach from all parties concerned. In the City's context, it may no longer be necessary to provide the levels of incentives that we previously believed necessary now that we may be catering to a market that extends beyond our previous regional focus. From the industry's perspective perhaps the fear of new inventory is mitigated through the selection of a hotel developer that is bringing a new market to Nanaimo that we previously have not had the benefit of serving.

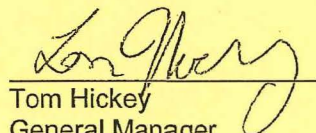
The attached draft development covenant eliminates a great deal of the uncertainty for the City about how the development would proceed and operate, if Council directs staff to focus this proposal on a more market-like land sale. The purpose of the development covenant is to endure that a hotel of an acceptable quality and scale is constructed on the site, that the bridge to the VICC is built at their expense, that if they choose to stratify the hotel units, that all the stratified units must be managed by the hotel operator within a single pool of hotel rooms, and that a guaranteed amount of blocks of rooms would be made available for upcoming conferences.

Respectfully submitted,



Ian Howat
Director of Strategic Relationships

Concurrence by:



Tom Hickey
General Manager
Community Services

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2013-APR-17
IMH/jdk

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SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-APR-22, AT 1:03 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay
Councillor J. F. K. Pattje

Staff: A. C. Kenning, City Manager
D. W. Holmes, Assistant City Manager and General Manager of
Corporate Services
E. C. Swabey, General Manager of Community Safety and Development
T. M. Hickey, General Manager of Community Services
I. Howat, Director of Strategic Relationships
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
S. Samborski, Senior Manager, Recreation and Culture Services
P. Cooper, Communications Manager
D. Smith, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 1:03 p.m.

2. ADOPTION OF AGENDA:

03513 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

03613 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-APR-08 at 1:01 p.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

Councillor McKay vacated the Board Room at 1:04 p.m. declaring a conflict of interest due his business relationship with Mr. Ken Wagner, Nanaimo Clippers Owner.

Councillor Bestwick advised that he had received legal advice that he is not in a conflict of interest regarding the presentation by representatives of the Western Hockey League, the Nanaimo Clippers and RG Properties Ltd.

4. PRESENTATIONS:

Mr. Ron Robison, Commissioner, Western Hockey League, Mr. Graham Lee, RG Properties Ltd./Victoria Royals Owner, Mr. Ken Wagner, Nanaimo Clippers Owner, Mr. Dave Dakers, President, RG Sports and Entertainment and Mr. Alan Lowe, former Mayor of the City of Victoria, entered the Board Room at 1:07 p.m.

- (a) Mr. Ron Robison, Commissioner, Western Hockey League, Mr. Graham Lee, RG Properties Ltd./Victoria Royals Owner, Mr. Dave Dakers, President, RG Sports and Entertainment and Mr. Alan Lowe, former Mayor of the City of Victoria provided presentations regarding the feasibility of a new sports and entertainment facility in the City of Nanaimo.

Councillor Anderson vacated the Board Room at 1:52 p.m.

Councillor Bestwick vacated the Board Room at 1:53 p.m.

Councillor Bestwick returned to the Board Room at 1:56 p.m.

Mr. Ron Robison, Mr. Graham Lee, Mr. Dave Dakers, Mr. Ken Wagner and Mr. Alan Lowe vacated the Board Room at 2:09 p.m.

Councillor McKay returned to the Board Room at 2:12 p.m.

Mr. Perry S. Ehrlich and Ms. Linda Chen, Kahn Zack Ehrlich Lithwick, LLP; Mr. Junhao Chen, Principal, Ms. Ziaoran Dong and Ms. Min Chen, Suzhou Youth Travel Services Co. Ltd.; Ms. Amela Brudar and Ms. Maggie Ge, gBL Architects; Mr. Michael Ching and Mr. Alex Song, representing the Contractor; Ms. Esnie Shum, Real Estate Advisor; and Mr. Sasha Angus, CEO, Nanaimo Economic Development Corporation, entered the Board Room at 2:12 p.m.

- (b) Mr. Perry S. Ehrlich, Kahn Zack Ehrlich Lithwick, LLP, and Ms. Amela Brudar, gBL Architects, provided a presentation regarding a proposal by their client, Mr. Junhao Chen, Principal, Suzhou Youth Travel Services Co. Ltd., for the acquisition, development, and operation of a hotel adjacent to the Vancouver Island Conference Centre.

Councillor Bestwick vacated the Board Room at 2:55 p.m.

Councillor Bestwick returned to the Board Room at 2:57 p.m.

Councillor Anderson returned to the Board Room at 3:06 p.m.

Mr. Ehrlich, Ms. Chen, Mr. Chen, Ms. Dong, Ms. Chen, Ms. Brudar, Ms. Ge, Mr. Michael Ching, Mr. Alex Song, Ms. Shum, and Mr. Angus vacated the Board Room at 3:07 p.m.

5. COMMUNITY SAFETY AND DEVELOPMENT:

(a) 2013 Excellence in Social Development Awards

03713 It was moved and seconded that Council approve the following recipients of the 2013 Excellence in Social Development Awards, and that the awards be presented at an Awards Luncheon to be held Wednesday, 2013-MAY-22:

Recipient	Achievement
Pat Simpson	Assists new immigrants to Nanaimo adapt to their new home.
Tony Davis	Ensures the Loaves & Fishes Food Bank meets the changing needs of the community.
Dave Laberge	Shifted local policing standards to include social development.

The motion carried unanimously.

(b) 2013 Heritage Awards

03813 It was moved and seconded that Council approve the following recipients of the 2013 Heritage Awards, and that the awards be presented at an Awards Luncheon to be held Wednesday, 2013-MAY-22:

Recipient	Award Type
Jill Stannard	John Thomson Heritage Memorial Award
E&N Railway Station (321 Selby Street)	Heritage Building Rehabilitation Award (Commercial – over \$500,000 project cost)
Palace Hotel (275 Skinner Street)	Heritage Building Rehabilitation Award (Commercial – under \$500,000 project cost)

The motion carried unanimously.

(c) 2013 Green Nanaimo Awards

03913 It was moved and seconded that Council approve the following recipients of the 2013 Green Nanaimo Awards, and that the awards be presented at an Awards Luncheon to be held on Wednesday, 2013-MAY-22:

Recipient	Category/Achievement
Mr. David Grey	Environmental Awareness - For dedication in creating opportunities for students to become confident and aware of their role in building a better environment by taking action to promote energy conservation, food security and cycling in Nanaimo.

Mr. Jean Michel-Hanssens	Home/ Neighbourhood with Distinction - Significant community building and public awareness efforts that inspired others and achieved results through local stream restoration projects, particularly in Departure Creek.
Mid-Island Co-op	Healthy Living - Providing leadership in improving the health of our community by building capacity for a wide range of organizations that promote social and environmental responsibility in Nanaimo and throughout Vancouver Island.

The motion carried unanimously.

(d) Design Awards – 2011/2012

04013 It was moved and seconded that Council receive for information the report regarding the Design Award candidates for 2012. The motion carried unanimously.

(e) Legal Action –

Mayor Ruttan vacated the Chair and the Board Room at 3:22 p.m.

Councillor Johnstone assumed the Chair.

Councillor McKay vacated the Board Room at 3:52 p.m.

Councillor McKay returned to the Board Room at 3:53 p.m.

6. COMMUNITY SERVICES:

(a) Vancouver Island Conference Centre

04213 It was moved and seconded that Council:

A. amend the incentive package to:

1. 10 year Revitalization Tax Exemption Bylaw
2. negotiate the P2 level of the VICC Parkade for Hotel parking for a “*market*” driven value (190 spaces)
3. sell the hotel site for “*market*” value.

B. continue to express an interest with the parties of the hotel also managing the VICC, where mutual benefits may be realized, but this should be done independent of discussions regarding the sale of the hotel site.

- C. direct Staff to proceed with the negotiation of a purchase and sale agreement with SSS Consulting Group based on the direction outlined by Council in the recommendations above.
- D. direct Staff to proceed with finalizing the draft development covenant attached to the Staff report as Appendix "A".

The motion carried.

Opposed: *Councillors Bestwick, Kipp and McKay*

7. ADJOURNMENT:

04313 It was moved and seconded at 3:54 p.m. that the "In Camera" Meeting terminate.
The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
WEDNESDAY, 2013-APR-24, AT 10:31 A.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay
Councillor J. F. K. Pattje

Staff: A. C. Kenning, City Manager

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 10:31 a.m.

2. ADOPTION OF AGENDA:

04413 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. OTHER BUSINESS:

(a) Discussion took place regarding a personnel issue.

Mr. A. C. Kenning, City Manager, vacated the Board Room at 12:20 p.m.

4. ADJOURNMENT:

04513 It was moved and seconded at 12:30 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

MAYOR

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
DOUGLAS RISPIN ROOM, 80 COMMERCIAL STREET, NANAIMO, BC,
MONDAY, 2013-MAY-06, IMMEDIATELY FOLLOWING
THE SPECIAL OPEN COUNCIL MEETING

CHAIR: MAYOR RUTTAN

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-APR-22 at 1:03 p.m. in the City Hall Board Room. *Pg. 3-7*
- (b) Minutes of the Special "In Camera" Meeting of Council held Wednesday, 2013-APR-24 at 10:31 a.m. in the City Hall Board Room. *Pg. 8*

4. **PRESENTATIONS:**

NONE

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

NONE

7. **COMMUNITY SAFETY AND DEVELOPMENT**

NONE

8. **CORPORATE SERVICES:**

(a) **SHAW Go WiFi**

Purpose: To obtain Council direction to proceed as an early adopter with the implementation of the SHAW Go WiFi offering.

Staff Recommendation: That Council direct Staff to negotiate an agreement for a full commercial offering with SHAW Communications to allow the implementation of the SHAW Go WiFi service on City infrastructure and that final approval be considered at a subsequent Open Council Meeting.

Pg. 9-17

(b) **Quarterly Claims Report – Period Ending 2013-MAR-31**

Purpose: To provide Council with an update on existing insurance claims to date.

Recommendation: That Council receive for information the Quarterly Claims Report for the period ending 2013-MAR-31.

Pg. 18-22

9. **COMMUNITY SERVICES:**

NONE

10. **CORRESPONDENCE:**

- (a) Letter dated 2013-APR-25 from Mayor Jack de Jong, District of Lantzville, responding to Council's request for clarification of concerns raised at the "In-Camera" Council Meeting held 2013-APR-08.

Pg. 23-25

[Note: At the "In-Camera" Meeting of Council held 2013-APR-08, Council made the following motions regarding the letter dated 2013-JAN-31 from Mayor Jack de Jong, District of Lantzville, regarding water discussions between the City and Lantzville:

"03213 It was moved and seconded that Council direct Staff to provide water to properties in upper Lantzville with the exception of Winchelsea View Golf Course, and that connections related to new development, such as the Foothills project, will be limited to 50 per year."

"03313 It was moved and seconded that Council defer consideration of Resolution #03213 regarding the provision of water to the District of Lantzville until Staff provide clarification on various concerns raised by Council at the "In-Camera" Meeting held 2013-APR-08. The motion carried unanimously."

11. **OTHER BUSINESS:**

12. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

City of Nanaimo
"IN CAMERA"
REPORT TO COUNCIL

DATE OF MEETING: 2013-MAY-06

AUTHORED BY: Guillermo Ferrero – Manager Business Applications & ERP Systems

RE: SHAW Go WiFi

STAFF RECOMMENDATION:

That Council direct Staff to negotiate an agreement for a full commercial offering with SHAW Communications to allow the implementation of SHAW Go WiFi service on City infrastructure.

ATTACHMENTS:

1. WiFi coverage list including indoors and outdoors City locations
2. Safety of WiFi equipment – Health Canada

PURPOSE:

The purpose of this report is to seek direction from Council to proceed as an early adopter with the implementation of the SHAW Go WiFi offering.

BACKGROUND:

SHAW Communications is approaching numerous cities across Canada. Shaw Go WiFi was introduced to Mayor John Ruttan and IT staff with the view to placing Wi-Fi infrastructure on city assets (streetlights, traffic signals, crosswalk poles, public buildings, parks and playing fields) in high-density areas. The target locations are recreation centres, parks, civic centres, busy public gathering locations and commercial thoroughfares. Their purpose is to establish a value-added wireless service.

Other communities like City of Winnipeg, City of Calgary, City of New Westminster, City of Victoria, and a few others have already entered into an agreement with Shaw for Go WiFi.

Council
 Committee.....
 Open Meeting
 In-Camera Meeting
Meeting Date: 2013-MAY-06

SHAW has already implemented limited portions of their WiFi service by negotiating separate agreements with multiple businesses in the City and installing access points on these premises. If SHAW is able to establish blanket access agreements with cities, they can more quickly cover municipal areas with numerous access points through standardized installations on municipal assets. This greatly streamlines their WiFi network “build-out” in these cities.

DISCUSSION:

Many Local Governments in North America and around the globe are involved with community WiFi initiatives. As a compliment to existing private WiFi networks, which are now common in residential, municipal, and business areas of Vancouver Island, there are many economic, social and sustainability advantages to pursuing a Municipal-wide WiFi network:

1. Economic Development Opportunities

- a. A Municipality-wide WiFi could position the City as a leading edge, progressive, wired community, making it attractive to mobile-enabled residents, tourists, businesses, and knowledge workers.
- b. Next-generation wireless technologies can provide seamless roaming from cellular to WiFi. This offloading capability could provide an alternative communications opportunity for density-rich environments, such as recreational facilities, the downtown core, and public congregation points such as parks and plazas.

2. Social and Liveability Advantages

- a. Residents could have on-the-go WiFi access to the City's e-government services through mobile devices.
- b. Open WiFi networks support public communications and community collaboration via social networking services.
- c. Studies note that variations in income have major impact on the ability to access, use and adopt new technology. A low cost or free WiFi service could assist in reducing the resulting “digital divide” and allowing greater engagement in the digital community/economy.
- d. A Municipal-wide WiFi network may have the potential to limit proliferation of cell towers in the City by allowing the offloading of cellular traffic through lower-powered WiFi access points.

3. City Operational Efficiencies

- a. Mobile city employees could connect to WiFi access points, which are in turn connected to City networks. This could reduce cellular voice and data usage costs for field workers and provide better access to information.
- b. Combining the access enabled by a Municipal-wide WiFi network with location data and Open Government Data concepts will position the City to promote new approaches such as “crowdsourcing” which sustainably address community issues not easily solved using more traditional approaches.

Council have received a number of delegations stating concerns about wireless radio frequencies (RF) emissions. The RF exposure levels from Shaw Wi-Fi are well below Canadian and international safety limit. We are including Health Canada recommendations as it relates to Wi-Fi to clarify all questions related to Wi-Fi RF emissions.

Two models are offered by SHAW Communications:

1. Free WiFi access for all residents of Nanaimo - no revenue for the city
2. Commercial offering for SHAW customers only – revenue opportunity for the City of Nanaimo (**recommended**)

Both models include the following:

- Non-exclusive 5 year agreement
- 216 Access Points (please see attached Appendix for coverage details) including 74 indoors access points and 142 outdoors access points. This could grow as their network expands.
- City public WiFi has priority over SHAW's in case of conflict
- Access to City Facilities for service are to be scheduled with City Staff
- New permits are required to install new equipment and city has final decision on each installation, including restriction of access to secure areas.
- "White-listing" of the City's website to allow all residents access to the City of Nanaimo's sites anywhere a SHAW access point is deployed on a City asset. This "white listing/walled garden" approach limits Internet use to specified websites only.
- No SHAW Signage

1. Free WiFi for all residents of Nanaimo

This model would offer seamless access to WiFi to all SHAW Communications customers and free access to non-SHAW customers after undergoing a login process that would ask for some information that SHAW could potentially use for marketing purposes. It should be noted that this model offers the City of Nanaimo **no revenue** and the City would be responsible for covering the electricity costs associated with powering each access point.

The electricity cost is calculated at approximately \$30/year for outdoor access points, and \$15/year for indoor access points. Based on the proposed access points suggested by SHAW Communications, we would be paying about \$4,300 per year for outdoors access points and \$1,200 for indoors in power costs for a total of approximately \$5,500 annually.

2. Full Commercial offering (recommended)

This model would offer free access to WiFi for SHAW customers only. The city would be compensated at a rate of \$350 per year for each outdoors access point and \$40 per year for each indoors access point. This would bring the City of Nanaimo potential revenue of \$50,000 per year for outdoors access points and \$3,000 per year for indoors access points.

This number includes Shaw's contribution towards power consumption for total net revenue of \$47,500.

As this is SHAW's commercial offer, no other benefits are offered to the community other than free access to the City of Nanaimo's website via WiFi.

Options are summarized below:

1 – Reject SHAW's proposal: The City of Nanaimo currently offers WiFi in most indoors civic facilities. This would give us time to see what other local governments do and benefit from their experience. The City could continue expanding free WiFi access to the public in areas deemed necessary. This would also forfeit the opportunity to capture the advantages listed on page two of this report.

2 – Negotiate SHAW's proposal for free WiFi to all residents: This option would benefit most members of our community, with no installation or maintenance costs, but it would add electricity costs for each access point installed at an initial total cost of \$5,500 per year. As well, non-SHAW clients may feel uncomfortable providing personal information to access SHAW WiFi. This option could ease public pressure to add more free WiFi in the City.

3 – Negotiate SHAW's proposal for full commercial offering (recommended): This would create a new source of revenue for the City of approximately \$47,500 per year and adds no cost in installing or maintaining WiFi equipment. The WiFi would only benefit SHAW's customers, which include approximately 60% of Nanaimo's residents.

Council should be aware that installing antenna equipment on municipal infrastructure is common practice. The City currently receives revenue from Telus Communications for a cell phone antenna array located at Nanaimo Ice Centre and from Shaw for antennas located at College Heights. Wi-fi antennas are the same service for another form of RF communications.

It is Staff's recommendation to move forward with **Option 3** and accept Shaw's proposal for a full commercial offering. This option would reach a majority of Nanaimo residents and provide another revenue source for City. Although we understand that Option 2 could present valuable social implications, we believe in residents' privacy. Option 2 would force non-Shaw clients to provide personal information that would be used for marketing purposes.

Strategic Plan Considerations

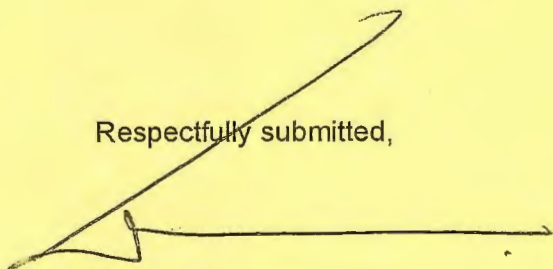
Staff believes that the recommended agreement aligns with the plan in several ways.

First, this recommendation aligns with the Strategic Plan Vision by better connecting our residents and visitors to the world and by confirming Nanaimo's commitment to being an entrepreneurial and innovative business and service hub.

The recommendation also aligns with the following Strategic Priorities:

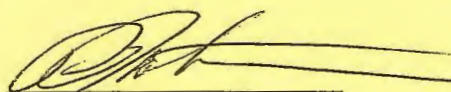
- Community Building Partnerships: the City recognizes that Internet access is an important part of connecting to the world, but does not have the capacity or direct mandate to provide this service itself. Working in partnership with local service providers allows for the provision of market-based service, advancing our goals without negative budgetary impact.
- Taking Responsibility: This project allows for the provision of additional service to a large proportion of our citizens, allows for a source of revenue which can be used to offset the cost of existing services and is an "action step to be a catalyst for investment in the City's future."
- This additional channel of communication access can serve to support numerous aspects of the City's draft Communications Strategy.

Respectfully submitted,

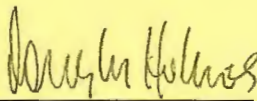


Guillermo Ferrero
Manager of Business Applications
& ERP Systems
Information Technology

Concurrence by:



Per Kristensen
Director,
Information Technology



Doug Homes
Assistant City Manager/
General Manager, Corporate Services

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2013-APR-25

GF

WiFi Coverage List including indoor outdoor City Locations

INDOOR			OUTDOOR		
Nanaimo City Hall (under Reno's)	455 Wallace Street	Main Public Area	Beban Park Social Centre	2300 Bowen Road	Main Area
Nanaimo New City Hall Annex	411 Dunsmuir Street	Main Public Area	Bowen Community Centre	500 Bowen Road	Recreational Area
Nanaimo Harbourfront Public Library	90 Commercial Street	Main Floor	Oliver Woods Community Centre	6000 Oliver Road	Outside Rec Area
		2nd Floor	Beban Park Arena	2300 Bowen Road	Main Area
Vancouver Island Regional Library	6250 Hammond Bay Rd	Main Area	Anchor Way Park	Anchor Way	Access to Water front and Marina
Nanaimo Wellington Public Library	3032 Barons Road	Main Floor	Bastion Square Park	94 Front Street	Access to Water Front and Marina
Beban Park Social Centre	2300 Bowen Road	Main Area	Beban Park	2300 Bowen Road	Large Park and complex
Bowen Community Centre	500 Bowen Road	Recreational Area	Bowen Park	500 Bowen Road	Large Park with complex
Harewood Community Centre	195 Fourth Street	Auditorium & Banquet Room	Catherine Gisborne Garden	Front Street	Access to Water front and Marina
Nanaimo Ice Centre	750 Third Street	Main Lobby	Dallas Square Park	85 Front Street	Access to Waterfront and Marina
		Rink 2 Upper Seating	Departure Bay Centennial Park	1415 Wingrove Street	medium size complex
		Rink 1 Bleachers	Diana Krall Plaza	Commercial Street	open plaza/lg gatherings
		Upper Lounge & Concession	Harewood Centennial Park	740 Howard Avenue	medium size complex
		Minor Hockey Building	Maffeo Sutton Park	Arena Street	Large park and complex
Harewood Community Centre	195 Fourth Street	Auditorium & Banquet Room	May Richards Bennett Park	6700 Dover Rd	very large playing fields
Nanaimo Ice Centre	750 Third Street	Main Lobby	McGirr Community Park	6175 McGirr Road	very large playing fields
		Rink 2 Upper Seating	McGirr Sports Fields	6175 McGirr Road	very large playing fields
		Rink 1 Bleachers	McGregor Park	108 Front Street	Access to Waterfront and Marina
		Upper Lounge & Concession	Oliver Woods Park	6000 Oliver Road	Large complex
		Minor Hockey Building	Brechin Boat Ramp	1890 Otter Way	boat ramp
Nanaimo Aquatic Centre	741 Third Street	Tia's Me's café	Cinnabar Valley Park	2004 Cinnabar Drive	Kids play/tennis
		Jack Little Rooms 1&2	Georgia Park	Front Street	Access to Water Front
		Loby & Entrance			
		Gym			
		Child Minding			
Nanaimo Conference Centre	80 Commercial Street	Shaw Lobby			
		Shaw Auditorium			
		Nanaimo River Room A&B			
		Douglas Rispin Room			
		Newcastle Island Lobby			
		Lantzville Room			
		Millstone River Room			
		Departure Bay Room A&B			
		Duke Point Room			
		Mt Benson Ballroom A,B,C &D			
		Main Entrance Lower			
		Museum Gift Shop			
		Nanaimo Museum			
		Pipers Lagoon Lobby			
		Dodd Narrows Room A&B			
Oliver Woods Community Centre	6000 Oliver Road	2 Gyms			
		Monarch Rooms			
		Tree Frog Room			
		Upstairs Lobby			
		Salal Rooms 1,2&3			
		Hemlock Room			
Kin Hut Community Centre	2730 Departure Bay Rd	Main & Kitchen Area			
Departure Bay Recreation Centre	1415 Wingrove Street	Auditorium, Stage & Kitchen Area			
Nanaimo Curling Club	106 Wall Street	Main foyer			
Frank Crane Arena	2300 Bowen Road	Bleachers			
Cliff McNabb Arena	2300 Bowen Road	Entrance			
Beban Park Arena	2300 Bowen Road	Main Area			
Nanaimo Tourism	2300 Bowen Road	Reception Area			
Field House	2300 Bowen Road	Main Area			
Port Theatre	125 Front Street	Main Lobby & Entrance			
		2nd Floor Lobby			



IT'S YOUR HEALTH



Safety of Wi-Fi Equipment

THE ISSUE



Wi-Fi equipment is being installed in many public places across Canada including schools, offices, libraries, shopping venues and coffee shops. Some people are concerned that radiation from Wi-Fi equipment could cause health problems and that children may be at particular risk in school environments.

WI-FI EQUIPMENT

Wi-Fi is a technology that allows devices such as home and portable computers, digital audio players and video game consoles to communicate data wirelessly. It is often used to link home computers to the internet. Wi-Fi is the second most common form of wireless technology, next to cell phones. Like other commonly used household products (cordless phones, Bluetooth devices, and remote controls for garage door openers), Wi-Fi equipment emits radiofrequency (RF) energy.

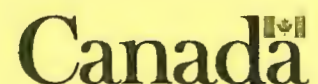
The RF energy given off by Wi-Fi is a type of non-ionizing radiation. Unlike ionizing radiation (as emitted by X-ray machines), RF energy from Wi-Fi equipment and other wireless devices cannot break chemical bonds. While some of the RF energy emitted by Wi-Fi is absorbed in your body, the amount largely depends on how close your body is to a Wi-Fi enabled device and the strength of the signal. Unlike cellular phones where the transmitter is in close proximity

to the head and much of the RF energy that is absorbed is deposited in a highly localized area, RF energy from Wi-Fi devices is typically transmitted at a much greater distance from the human body. This results in very low average RF energy absorption levels in all parts of the body, much like exposure to AM/FM radio signals.

HEALTH RISKS OF WI-FI

In 2011, the International Agency for Research on Cancer (IARC) classified RF energy as "possibly carcinogenic to humans". The IARC classification of RF energy reflects the fact that some limited evidence exists that RF energy might be a risk factor for cancer. However, the vast majority of scientific research to date does not support a link between RF energy exposure and human cancers. At present, the evidence of a possible link between RF energy exposure and cancer risk is far from conclusive and more research is needed to clarify this "possible" link. Health Canada is in agreement with both the World Health Organization and IARC that additional research in this area is warranted.

As long as RF energy levels remain below Health Canada's RF safety guidelines, current scientific evidence supports the assertion that RF energy emissions from Wi-Fi devices are not harmful. Health Canada's conclusions are consistent with the findings of other international bodies



and regulators, including the World Health Organization, the International Commission on Non-Ionizing Radiation Protection, the Institute of Electrical and Electronics Engineers and the U.K. Health Protection Agency.



RF energy exposure from Wi-Fi equipment in all areas accessible to the general public are required to meet Health Canada's safety guidelines. The limits specified in the guidelines are far below the threshold for adverse health effects and are based on an ongoing review of thousands of published scientific studies on the health impacts of RF energy. The public exposure limits apply to everyone, including children, and allow for continuous, 24/7 exposure.

MINIMIZING YOUR RISK

Health Canada's position is that no precautionary measures are needed, since RF energy exposure levels from Wi-Fi are typically well below Canadian and international safety limits. As with any product, Wi-Fi devices should be operated in accordance with the manufacturer's instructions.

THE GOVERNMENT OF CANADA'S ROLE

Health Canada's role is to protect the health of Canadians, so it is the Department's responsibility to research and investigate any possible health effects associated with exposure to RF energy, such as that coming from Wi-Fi equipment. Health Canada has developed guidelines for safe human exposure to RF energy (*Safety Code 6*). It is one of a series of codes that specify the requirements for the safe use of radiation-emitting devices operating in the frequency range from 3 kilohertz (kHz) to 300 gigahertz (GHz). Wi-Fi operates in the 2.4 and 5.8 GHz frequency range.



Industry Canada, the federal regulator responsible for the approval of RF communications equipment and performing compliance assessments, has chosen Health Canada's RF guidelines as its exposure standard. As long as exposures respect these guidelines, Health Canada has determined that there is no scientific reason to consider Wi-Fi equipment dangerous to the public.

FOR MORE INFORMATION

- Health Canada Wi-Fi YouTube video: www.hc-sc.gc.ca/ahc-asc/media/video/wifi-eng.php

- Frequently Asked Questions About Wi-Fi: www.hc-sc.gc.ca/ewh-semt/radiation/cons/wifi/faq-eng.php
- Health Canada, Cell Phone Towers at: www.hc-sc.gc.ca/ewh-semt/radiation/cons/stations/index-eng.php
- *It's Your Health*, Safety of Cell Phones and Cell Phone Towers at: www.hc-sc.gc.ca/hl-vs/fyh-vsv/prod/cell-eng.php
- *It's Your Health*, Electric and Magnetic Fields at Extremely Low Frequencies at: www.hc-sc.gc.ca/hl-vs/fyh-vsv/environ/magnet-eng.php
- World Health Organization, Electromagnetic fields and public health: mobile phones at: www.who.int/mediacentre/factsheets/fs193/en/
- World Health Organization, Electromagnetic fields and public health: base stations and wireless technologies at : www.who.int/mediacentre/factsheets/fs304/en/index.html
- International Agency for Research on Cancer electromagnetic fields news release at: www.iarc.fr/en/media-centre/pr/2011/pdfs/pr208_E.pdf

FOR INDUSTRY AND PROFESSIONALS

- Health Canada's Consumer and Clinical Radiation Protection Bureau at: www.hc-sc.gc.ca/ahc-asc/branch-dirgen/hecs-dgsesc/psp-ppsp/ccrpb-bpcrpsc-eng.php
- Health Canada's RF exposure guidelines (*Safety Code 6*) at: www.hc-sc.gc.ca/ewh-semt/pubs/radiation/radio_guide-lignes_direct-eng.php
- Industry Canada's Radio Standards Specification 102 at: www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf01904.html



Health Canada
Santé Canada

Your health and
safety... our priority.

Votre santé et votre
sécurité... notre priorité.

Safety of Wi-Fi Equipment

Updated:

October 2011

IT'S YOUR HEALTH



- Industry Canada's Client Procedures Circular CPC-2-0-03 at: www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf08777.html
- Industry Canada, Consumer Trends Update – The Expansion of Cell Phone Services at: www.ic.gc.ca/eic/site/oca-bc.nsf/eng/ca02267.html
- Industry Canada's *Guidelines for the Protection of the General Public in Compliance with Safety Code 6* at: www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf05990.html
- World Health Organization, Electromagnetic Fields at: www.who.int/topics/electromagnetic_fields/en/

RELATED RESOURCES

- For safety information about food, health and consumer products, visit the Healthy Canadians website at: www.healthycanadians.gc.ca
- For more articles on health and safety issues go to the *It's Your Health* web section at: www.health.gc.ca/iyh

You can also call toll free at 1-866-225-0709 or TTY at 1-800-267-1245*

Updated: October 2011
Original: December 2010

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Catalogue: H13-7/86-2011E-PDF
ISBN: 978-1-100-19449-3

Canada

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
DOUGLAS RISPIN ROOM, 80 COMMERCIAL STREET, NANAIMO, BC,
MONDAY, 2013-MAY-06, AT 9:32 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor W. B. McKay
Councillor J. F. K. Pattje

Absent: Councillor J. A. Kipp

Staff: A. C. Kenning, City Manager
D. W. Holmes, Assistant City Manager and General Manager of
Corporate Services
E. C. Swabey, General Manager of Community Safety and Development
T. M. Hickey, General Manager of Community Services
I. Howat, Director of Strategic Relationships
P. Kristensen, Director, Information Technology
D. Smith, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 9:32 p.m.

2. ADOPTION OF AGENDA:

04613 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

04713 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-APR-22 at 1:03 p.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

04813 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-APR-24 at 10:31 a.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. CORPORATE SERVICES:

(a) SHAW Go WiFi

04913 It was moved and seconded that Council direct Staff to negotiate an agreement for a full commercial offering with SHAW Communications to allow the implementation of the SHAW Go WiFi service on City infrastructure and that final approval be considered at a subsequent Open Council Meeting. The motion carried unanimously.

(b) Quarterly Claims Report – Period Ending 2013-MAR-31

05013 It was moved and seconded that Council receive for information the Quarterly Claims Report for the period ending 2013-MAR-31. The motion carried unanimously.

Mayor Ruttan vacated the Chair and the Douglas Rispin Room at 9:44 p.m. declaring a conflict of interest regarding Item 5 (a) as he is a resident of the District of Lantzville.

Councillor Pattje assumed the Chair.

5. CORRESPONDENCE:

(a) Letter dated 2013-APR-25 from Mayor Jack de Jong, District of Lantzville, responding to Council's request for clarification of concerns raised at the "In-Camera" Council Meeting held 2013-APR-08.

05113 It was moved and seconded that Council defer consideration of the letter dated 2013-APR-25 from Mayor Jack de Jong, District of Lantzville, responding to Council's request for clarification of concerns raised at the "In-Camera" Council Meeting held 2013-APR-08, until the next "In-Camera" Meeting of Council scheduled for Monday, 2013-MAY-13. The motion carried unanimously.

6. ADJOURNMENT:

05213 It was moved and seconded at 9:51 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

MAYOR

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-MAY-13, AT 4:30 P.M.

CHAIR: MAYOR RUTTAN

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-MAY-06 at 9:32 p.m. in the Douglas Rispin Room, 80 Commercial Street, Nanaimo, BC.

Pg. 4-5

4. **PRESENTATIONS:**

NONE

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

NONE

7. **COMMUNITY SAFETY AND DEVELOPMENT**

- (a) **Proposed Memorandum of Understanding with the Regional District of Nanaimo for Transportation Hub at 1 Port Drive**

Purpose: To obtain Council approval to enter into a Memorandum of Understanding (Attachment A) with the Regional District of Nanaimo to transfer up to 3 acres of City-owned land at 1 Port Drive for a transportation exchange.

Staff Recommendation: That Council:

Pg. 6-13

1. approve the attached Memorandum of Understanding outlining the process for transferring up to 3 acres of land at 1 Port Drive to the Regional District of Nanaimo for a transportation hub; and,
2. authorize the Mayor and Corporate Officer to execute the Memorandum of Understanding.

(b) **Appointments to South Downtown Waterfront Plan Advisory Committee**

Purpose: To seek Council appointment of two community-at-large vacancies on the South Downtown Waterfront Advisory Committee.

Staff Recommendation: That Council appoint two community-at-large members to the South Downtown Waterfront Advisory Committee.

Pg. 14-42

(c) **Legal Opinion - Nanaimo Port Authority – Use of Welcox Trestle Bridge**

Staff Recommendation: That Council receive for information the legal opinion regarding the Nanaimo Port Authority – Use of Welcox Trestle Bridge.

Pg. 43-44

8. **CORPORATE SERVICES:**

NONE

9. **COMMUNITY SERVICES:**

NONE

10. **CORRESPONDENCE:**

- (a) Letter dated 2013-APR-25 from Mayor Jack de Jong, District of Lantzville, responding to Council's request for clarification of concerns raised at the "In-Camera" Council Meeting held 2013-APR-08.

Pg. 45-47

[Note: At the "In-Camera" Meeting of Council held 2013-MAY-06, Council deferred consideration of this item until the 2013-MAY-13 "In-Camera" Meeting of Council.

At the "In-Camera" Meeting of Council held 2013-APR-08, Council made the following motions regarding the letter dated 2013-JAN-31 from Mayor Jack de Jong, District of Lantzville, regarding water discussions between the City and Lantzville:

"03213 It was moved and seconded that Council direct Staff to provide water to properties in upper Lantzville with the exception of Winchelsea View Golf Course, and that connections related to new development, such as the Foothills project, will be limited to 50 per year."

"03313 It was moved and seconded that Council defer consideration of Resolution #03213 regarding the provision of water to the District of Lantzville until Staff provide clarification on various concerns raised by Council at the "In-Camera" Meeting held 2013-APR-08. The motion carried unanimously."]

11. OTHER BUSINESS:

12. ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:

ACTING MAYOR: COUNCILLOR PATTJE

2013-APR-29 to 2013-JUN-09

"In Camera"

City of Nanaimo

REPORT TO COUNCIL

DATE OF MEETING: 2013-MAY-13

AUTHORED BY: BILL CORSAN, MANAGER OF REAL ESTATE

RE: PROPOSED MEMORANDUM OF UNDERSTANDING WITH REGIONAL DISTRICT OF NANAIMO FOR TRANSPORTATION EXCHANGE AT 1 PORT DRIVE

STAFF RECOMMENDATION:

That Council:

1. approve the attached Memorandum of Understanding outlining the process for transferring up to 3 acres of land at 1 Port Drive to the Regional District of Nanaimo for a transportation hub; and
2. authorize the Mayor and Corporate Officer to execute the Memorandum of Understanding.

PURPOSE:

The purpose of this Staff report is to obtain Council approval to enter into a Memorandum of Understanding (MOU) (Attachment A) with the Regional District of Nanaimo (RDN) to transfer up to 3 acres of City-owned land at 1 Port Drive for a transportation exchange.

BACKGROUND:

On 2013-MAR-27, the City of Nanaimo acquired 10.82 ha (26.7 acres) of land and water situated at 1 Port Drive. The property was acquired for \$3,400,000.

This strategic parcel of waterfront land is located immediately south of the downtown core and represents a significant opportunity to regenerate the industrial lands into a higher and better use.

The rationale for the acquisition included the need to improve access to the Nanaimo Port Authority's Assembly Wharves lands, the opportunity to build a multi-modal transportation exchange, the ability to create a concept plan for all the waterfront lands south of downtown and the ability of the City to take a long term strategic hold given the major encumbrances on the lands.

Transportation Hub

A key rationale for acquiring the property was the opportunity to work with the RDN to create a regional transportation exchange. The RDN has set aside \$2,000,000 in its Financial Plan for

- Council
- Committee.....
- Open Meeting
- In-Camera Meeting

Meeting Date: 2013-May-13

the possible acquisition of up to 3 acres of land for this project. Given the Island Ferries proposal, Island Corridor Foundation's plans to commence passenger rail service from the Wellcox Railyard, and a need to relocate the inter-city bus service, this site has great potential to become a transportation exchange.

RDN/City of Nanaimo MOU

A MOU has been prepared to set out the intentions of the City and RDN to work together to identify a location for the transportation exchange and to enter into a purchase and sale agreement.

The key terms of the MOU are as follows:

- RDN to be allocated up to 3 acres of land for the transportation exchange (exact size, location and configuration to be determined through the South Downtown Waterfront Concept Plan);
- RDN will provide up to \$2 million in funding (exact value to be determined through an independent appraisal);
- City is responsible for costs associated with environmental remediation and works and services;
- RDN may wish to stagger payment of the purchase price over a two-year period; and
- a purchase and sale agreement is to be completed by 2014-JUL-01.

Next Steps

If Council approves the MOU, the following steps are anticipated:

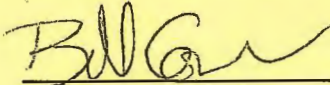
- RDN to seek Board approval for the MOU on 2013-MAY-28;
- RDN to be an active member of the South Downtown Waterfront Concept Plan Advisory Committee;
- location of future transportation exchange to be determined through the South Downtown Waterfront Concept Plan; and
- Staff to report back to Council and RDN Board for approval when purchase and sale agreement complete.

Strategic Plan Considerations

The acquisition of this parcel of land meets a number of the key priorities identified in the 2012-2015 Strategic Plan, including;

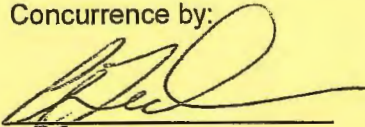
Strategy	
Transportation and Mobility	<p>Potential Strategies and/or Initiatives</p> <ul style="list-style-type: none"> • Work with RDN, NEDC, Chamber of Commerce, Nanaimo Port Authority, BC Ferries, BC Transit, Airport Authority, Island Corridor Foundation, advocates for and supports improvement of external connections: inter-city bus, ferries, fast foot ferry to downtown Vancouver, float planes, enhanced air connections. • Work with RDN on downtown transit exchange options that support overall outcomes, enhance waterfront connections, link to inter-city public transit options and support downtown development.
Taking Responsibility	<p>Potential Strategies and/or Initiatives</p> <ul style="list-style-type: none"> • Continuing to facilitate change and overall development consistent with vision and plans; taking action steps to be a catalyst or investment in the City's future.

Respectfully submitted,

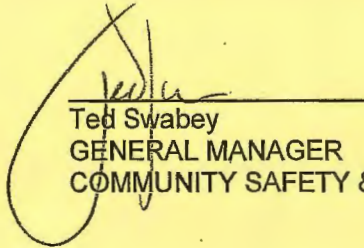


Bill Corsan
MANAGER
REAL ESTATE

Concurrence by:



Andrew Tucker
DIRECTOR
PLANNING



Ted Swabey
GENERAL MANAGER
COMMUNITY SAFETY & DEVELOPMENT

CITY MANAGER COMMENT:

I concur with the Staff recommendation.

Drafted: 2013-MAY-01
CIL00325
BC/tl

ATTACHMENT A

Memorandum of Understanding

This Memorandum of Understanding dated for reference May 2, 2013

BETWEEN:

CITY OF NANAIMO, an incorporated municipality having an address at 455 Wallace Street, Nanaimo, British Columbia, V9R 5J6 (the "City")

AND:

REGIONAL DISTRICT OF NANAIMO, having an address at 6300 Hammond Bay Road, Nanaimo, British Columbia, V9T 6N2 (the "RDN")

WHEREAS the City and the RDN wish to enter into this Memorandum of Understanding to set out the good faith intentions of the parties to proceed in accordance with the understandings set out below with respect to the future development of a multi-modal transportation hub on a portion of the lands legally described as:

PID: 005-851-882, Lot 1 of Section 1 and of the Bed of the Public Harbour of Nanaimo, Nanaimo District, Plan 6675, except those Parts in Plans 19380 and 30712 (the "Parent Parcel"), (the "Parent Lands").

NOW THEREFORE the parties set out the following mutual understandings:

1. Transportation Hub

The City acquired the Parent Lands (being 26.72 acres) located at 7 Port Drive on March 27, 2013 from CP Rail. A transportation hub has been identified as a future use in the general location of the Parent Lands by the *Downtown Transit Service and Exchange Report*. A transportation hub would be owned and operated by the RDN. It is anticipated that a transportation hub will occupy up to 3 acres of land. The tentative location of the transportation hub is identified on Attachment A (the "proposed parcel"). The exact size and configuration of

the proposed parcel for the transportation hub will be determined through the concept planning process described in this MOU.

2. Concept Planning Process

The final siting of the transportation hub will be determined through a concept planning process. The City intends to commence the concept planning process in May 2013 to study land uses, transportation networks, servicing requirements and other planning and development issues to create a concept plan for the area in and around and comprising the Parent Lands. The City wishes to invite submissions from the RDN on the Concept Plan and permit the RDN to participate in the South Downtown Waterfront Concept Planning process.

3. Subdivision Costs & Rezoning

The City shall be responsible for all subdivision costs (including works and services) to create the proposed parcel as a fee simple parcel of up to 3 acres that could be configured and be of a size to accommodate any transportation hub as may be identified through the Concept Planning process. The RDN shall be responsible for all the costs associated with any necessary bylaw amendments or adoptions, including rezoning of the proposed parcel for a transportation hub, should such actions be necessary in the opinion of the City. The City shall be responsible for all costs (if any) that might be associated with the reclamation and remediation of the soils on the proposed parcel to a state that meets all Provincial requirements for use of the proposed parcel as a transportation hub, and the City shall undertake and complete any remediation of the proposed parcel using numerical standards, as necessary to obtain a Certificate of Compliance for the proposed parcel under the *Environmental Management Act* prior to transfer of title to the RDN, except insofar as otherwise agreed in writing by the RDN, in its sole discretion.

4. Sale of Land from City to RDN

The legal obligations of the parties with respect to the purchase and sale of the proposed parcel are subject to the negotiation of a definitive agreement of purchase and sale ("Purchase and Sale Agreement")

In lieu of a transfer of title in fee simple of the proposed parcel to the RDN, the RDN may agree to enter into a long term lease agreement (the "Lease Agreement"). Any long term lease agreement for the acquisition of the proposed parcel for a transportation hub by the RDN may require approval of the electors.

The obligations of the parties are further subject to:

- (a) approval of the Purchase and Sale Agreement (or the Lease Agreement) by the Council and Board of the City and the Regional District respectively;
- (b) approval of the electors of the Regional District to any loan authorization bylaw or agreement in excess of 5 years under which the Regional District would acquire or finance the acquisition of the proposed parcel from the City;
- (c) the City obtaining a Certificate of Compliance in respect of the proposed parcel under the Environmental Management Act;
- (d) the rezoning of the proposed parcel to permit the construction and operation of a transportation hub;
- (e) the parties obtaining any other necessary governmental approvals necessary to the establishment of a transportation hub on the proposed parcel

The City and the RDN acknowledge that the Parent Lands are heavily encumbered and that the proposed parcel created by subdivision for a transportation hub may also be so encumbered, provided that the RDN, acting reasonably, considers that the encumbrances are compatible with the development and use of the proposed parcel as a transportation hub.

The RDN has set aside \$2 million in its Financial Plan for the possible acquisition of the proposed parcel for a transportation hub. If the parties are unable to agree on the purchase price, the actual purchase price for the proposed parcel created for the transportation hub may be determined through an appraisal prepared by a qualified appraiser agreed upon by both parties.

The RDN may wish to stagger the payment of the purchase price over a two-year period. The timing of such payments is subject to agreement of the City and RDN.

Each party will be responsible for its costs associated with the preparation of the Purchase and Sale Agreement and registration costs, fees and taxes associated with the conveyance of title to the proposed parcel

5. Status of this Memorandum of Understanding

This Memorandum of Understanding does not create or result in legally enforceable or legally binding rights or obligations between the City and the RDN, with the exception of section 6. The City and the RDN intend to make a reasonable and *bona-fide* attempt to bring the purchase and sale of the proposed parcel for the transportation hub to fruition as presently contemplated by this MOU, or as modified by the ongoing negotiations contemplated by this MOU. The legal obligations of both parties will be contained solely in the Purchase and Sale Agreement to be negotiated and executed by the parties.

6. Confidentiality Obligations.

The parties shall keep confidential this Memorandum of Understanding until the earlier of:

- a) resolution of the Council and the Regional Board of the City and the RDN respectively approving the disclosure of this Memorandum of Understanding; and
- b) execution of the Purchase and Sale Agreement

unless disclosure is otherwise required by law.

7. Termination of this Memorandum

If the Purchase and Sale Agreement is not executed on or before July 1, 2014, then this Memorandum of Understanding shall terminate, with the exception of the obligations under section 6.

CITY OF NANAIMO by its authorized signatories

Per: John Ruttan, Mayor

Per: Ted Swabey, General Manager of Community
Safety & Development

Executed on _____, 2013

REGIONAL DISTRICT OF NANAIMO by its authorized signatory(ies)

Per: Authorized Signatory

Per: Authorized Signatory

Executed on _____, 2013

"IN CAMERA"
City of Nanaimo
REPORT TO COUNCIL

DATE OF MEETING: 2013-MAY-13

AUTHORED BY: CHRIS JACKSON, MANAGER OF COMMUNITY PLANNING

RE: APPOINTMENTS TO SOUTH DOWNTOWN WATERFRONT ADVISORY COMMITTEE

STAFF RECOMMENDATION:

That Council appoint two community-at-large members to the South Downtown Waterfront Advisory Committee.

PURPOSE:

The purpose of the report is to seek Council appointment of two community-at-large vacancies on the South Downtown Waterfront Advisory Committee.

BACKGROUND:

The South Downtown Waterfront Advisory Committee is intended to be a working group focused on development of Guiding Principles and a South Downtown Waterfront Concept Plan.

The Committee Mandate and Objectives provide opportunity for ten members: eight from partner organizations and two from the community-at-large.

DISCUSSION:

Community-at-Large Memberships

Expressions of interest were sought for two community-at-large members through newspaper advertisements, and a notice on the City's website, Facebook page and Twitter account. The positions were advertised with a closing date of 2013-MAY-06 and [redacted] applications were received from the following candidates (see Attachment A). Council is requested to consider two candidates for appointment.

- Council
- Committee.....
- Open Meeting
- In-Camera Meeting

Meeting Date: 2013-MAY-13

Partner Memberships

The following table lists identified partners and the status of responses. Staff are following up with phone calls and meetings during the week of 2013-MAY-06. No action is required by Council regarding partner membership at this time.

Partner	Status
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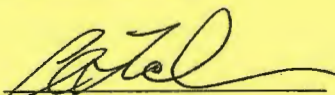


Respectfully submitted,

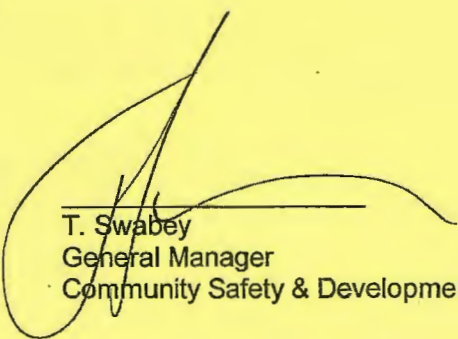


C. Jackson
Manager, Community Planning
Community Safety & Development

Concurrence by:



A. Tucker
Director of Planning
Community Safety & Development



T. Swabey
General Manager
Community Safety & Development

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2013-MAY-06
G:\CommPlan\Administration\Council Reports\2013\South Downtown Waterfront Advisory Committee at Large Appointments IC.doc
CJ/rt

Attachment A

Council Appointment Application Forms – Candidate Submissions

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-MAY-13, AT 4:31 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson (arrived at 4:36 p.m.)
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay
Councillor J. F. K. Pattje

Staff: A. C. Kenning, City Manager
D. W. Holmes, Assistant City Manager and General Manager of
Corporate Services
E. C. Swabey, General Manager of Community Safety and Development
T. M. Hickey, General Manager of Community Services
I. Howat, Director of Strategic Relationships
T. L. Hartley, Director of Human Resources and Organizational Planning
B. E. Clemens, Director of Finance
T. P. Seward, Director of Development
S. Clift, Director of Engineering and Public Works
A. J. Tucker, Director of Planning
P. Kristensen, Director, Information Technology
P. Cooper, Communications Manager
D. Smith, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 4:31 p.m.

2. INTRODUCTION OF LATE ITEMS:

(a) Add as Item 9 (a) email correspondence from the City Solicitor re: Chase River Dam removal.

3. ADOPTION OF AGENDA:

05313 It was moved and seconded that the Agenda, as amended, be adopted. The motion carried unanimously.

4. ADOPTION OF MINUTES:

05413 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-MAY-06 at 9:32 p.m. in the Douglas Rispin Room, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

Councillor Anderson entered the Board Room at 4:36 p.m.

5. COMMUNITY SAFETY AND DEVELOPMENT:

(a) Proposed Memorandum of Understanding with the Regional District of Nanaimo for Transportation Hub at 1 Port Drive

05513 It was moved and seconded that Council:

1. approve the Memorandum of Understanding attached to the Staff report outlining the process for transferring up to 3 acres of land at 1 Port Drive to the Regional District of Nanaimo for a transportation hub; and,
2. authorize the Mayor and Corporate Officer to execute the Memorandum of Understanding.

The motion carried unanimously.

(b) Appointments to the South Downtown Waterfront Plan Advisory Committee

05613 It was moved and seconded that Council appoint Mr. Doug Kalcsics and Ms. Ann Kjerulf as the two community-at-large members to the South Downtown Waterfront Advisory Committee. The motion carried.
Opposed: Councillor Brennan

(c) Legal Opinion - Nanaimo Port Authority – Use of Welcox Trestle Bridge

05713 It was moved and seconded that Council receive for information the legal opinion regarding the Nanaimo Port Authority – Use of Welcox Trestle Bridge. The motion carried unanimously.

6. COMMUNITY SERVICES:

(a) Legal Opinion – Chase River Dam Removal

05813 It was moved and seconded that Council receive, for information, the legal opinion regarding the Chase River Dam Removal. The motion carried unanimously.

Mayor Ruttan vacated the Board Room and the Chair at 5:13 p.m. declaring a conflict of interest as he is a resident of the District of Lantzville.

Councillor Pattje assumed the Chair.

Mr. D. W. Holmes, Assistant City Manager and General Manager of Corporate Services, vacated the Board Room at 5:13 p.m. as his wife is an employee at the District of Lantzville.

7. CORRESPONDENCE:

- (a) Letter dated 2013-APR-25 from Mayor Jack de Jong, District of Lantzville, responding to Council's request for clarification of concerns raised at the "In Camera" Council Meeting held 2013-APR-08.

05913 It was moved and seconded that Council direct Staff to provide water to properties in upper Lantzville with the exception of Winchelsea View Golf Course, and that connections related to new development will be limited to 50 per year. The motion carried.
Opposed: Councillors Bestwick, Kipp and McKay

8. ADJOURNMENT:

06013 It was moved and seconded at 5:34 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

MAYOR

CERTIFIED CORRECT:

CORPORATE OFFICER

**AMENDED
SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-MAY-27, AT 4:30 P.M.**

1. **INTRODUCTION OF LATE ITEMS:**

- Add Staff Report - Court Injunctions to Permit Removal of Colliery Dams to item 7 (a) – Potential Injunction – Colliery Dams.

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, on Monday, 2013-MAY-13 at 4:31 p.m.

Pg. 3-5

4. **PRESENTATIONS:**

NONE

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

- (a) **Personnel Issue - Discussion**

7. **COMMUNITY SAFETY AND DEVELOPMENT**

- (a) **Potential Injunction – Colliery Dams**

Staff to provide a presentation regarding a potential injunction with respect to the Colliery Dams.

~~[Note: A report will be distributed separately once available.]~~

Court Injunctions to Permit Removal of Colliery Dams

Purpose: That Council authorize staff to obtain Court injunctions to prevent protesters from obstructing the work authorized by Council at the Colliery Dams.

Staff Recommendation: That Council authorize Staff to seek injunctive relief from persons interfering with Council's resolution to remove Colliery dams.

Pg. 5.1-5.2

(b) **Appointments to Nanaimo Advisory Planning Committee**

Purpose: To present submissions for appointments to the Nanaimo Advisory Planning Committee (APC).

Staff Recommendation: That Council:

Pg. 6-11

1. appoint Ms. Ellen Ross as the Environment Community representative to the Nanaimo Advisory Planning Committee for a three year term ending 2016-JUN-30;
2. appoint Darwin Mahlum as the Vancouver Island Real Estate Board representative to the Nanaimo Advisory Planning Committee for a three year term ending 2016-JUN-30; and,
3. announce the appointments at the open Council Meeting.

8. **CORPORATE SERVICES:**

NONE

9. **COMMUNITY SERVICES:**

NONE

10. **CORRESPONDENCE:**

NONE

11. **OTHER BUSINESS:**

12. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR GREVES

"IN CAMERA"
City of Nanaimo

REPORT TO COUNCIL

DATE OF MEETING: 2013-MAY-27

AUTHORED BY: TED SWABEY, GENERAL MANAGER,
COMMUNITY SAFETY & DEVELOPMENT

RE: COURT INJUNCTIONS TO PERMIT REMOVAL OF COLLIERY DAMS

STAFF RECOMMENDATION:

That Council authorize staff to seek injunctive relief from persons interfering with Council's resolution to remove Colliery dams.

PURPOSE:

That Council authorize staff to seek Court injunctions to prevent protesters from obstructing the work authorized by Council at the Colliery Dams.

BACKGROUND:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

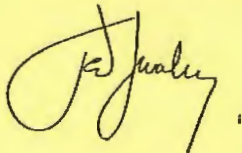
- Council
- Committee.....
- Open Meeting
- In-Camera Meeting
- Meeting Date: 2013-MAY-27

[REDACTED]

The goal is to be in Court by 2013-Jun-01 to be in a position to get an order effective when the work starts on 2013-Jun-15 or thereabouts, which is the start of the Department of Fisheries and Oceans fisheries window.

[REDACTED]

Respectfully submitted,



Ted Swabey, General Manager
Community Safety & Development

CITY MANAGER COMMENT:

I concur with the staff recommendation.

ECS/hp
Drafted: 2013-May-22
G:Reports\IC Injunction_Colliery_Dams

"IN CAMERA"

City of Nanaimo

REPORT TO COUNCIL

DATE OF MEETING: 2013-MAY-27

AUTHORED BY: D. JENSEN, COMMUNITY DEVELOPMENT PLANNER,
COMMUNITY PLANNING

RE: APPOINTMENTS TO NANAIMO ADVISORY PLANNING COMMITTEE

STAFF RECOMMENDATION:

That Council:

1. appoint Ms. Ellen Ross as the Environment Community representative to the Nanaimo Advisory Planning Committee for a three year term ending 2016-JUN-30,
2. appoint Mr. Darwin Mahlum as the Vancouver Island Real Estate Board representative to the Nanaimo Advisory Planning Committee for a three-year term ending 2016-JUN-30; and
3. announce the appointments at the open Council meeting.

PURPOSE:

To present submissions to become a representative on the Nanaimo Advisory Planning Committee (APC).

BACKGROUND:

The APC is composed of 10 appointees and three Council representatives. The membership includes Neighbourhood Association representatives, an Environment Community representative, and a Vancouver Island Real Estate Board representative. The term for these three positions expires 2013-JUN-30. Staff recently advertised for the Neighbourhood Association and Environment Community representative positions (with a closing date of 2013-MAY-07), and sent a letter to the Vancouver Island Real Estate Board.

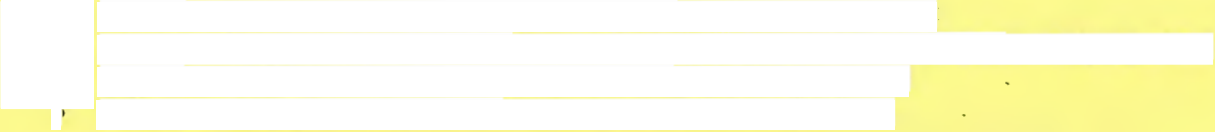
One application was received in response to the posting for the Environment Community position. No applications were received for the Neighbourhood Association position. A letter of recommendation was received from the Vancouver Island Real Estate Board.

Council
 Committee
 Open Meeting
 In-Camera Meeting
Date: 2013-MAY-27

DISCUSSION:

Environment Community Representative:

Staff recommend Council appoint Ms. Ross as the Environment Community representative on the APC, for a term ending 2016-JUN-30. The submission from Ms. Ellen Ross is summarized below and included in *Attachment A*:



Neighbourhood Association Representative:

No expressions of interest were received for this position. The Neighbourhood Association representative position will be advertised as part of the next round of APC appointments. During the interim the position will remain vacant.

Vancouver Island Real Estate Board Representative:

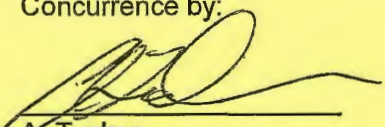
The Vancouver Island Real Estate Board request that Darwin Mahlum be reappointed as their representative (*see Attachment B*). Staff recommend Council confirm this re-appointment.

Respectfully submitted,

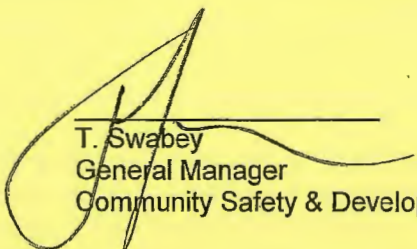


C. Jackson
Manager, Community Planning
Community Safety & Development

Concurrence by:



A. Tucker
Director of Planning
Community Safety & Development



T. Swabey
General Manager
Community Safety & Development

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2013-MAY-15

g:\commplan\administration\council reports\2013\2013 05 apc membership.doc

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-MAY -27, AT 4:35 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves (vacated at 6:27 p.m.)
Councillor D. K. Johnstone
Councillor J. A. Kipp (vacated 6:20 p.m.)
Councillor W. B. McKay

Absent: Councillor J. F. K. Pattje

Others: Ms. Marcia McNeil, City Solicitor, Heenan Blaikie (vacated 6:02 p.m.)

Staff: A. C. Kenning, City Manager
D. W. Holmes, Assistant City Manager and General Manager of Corporate Services (arrived 6:02 p.m.)
E. C. Swabey, General Manager of Community Safety and Development (arrived 6:02 p.m.)
T. M. Hickey, General Manager of Community Services (arrived 6:02 p.m.)
I. Howat, Director of Strategic Relationships (arrived 6:02 p.m.)
T. L. Hartley, Director of Human Resources and Organizational Planning (arrived 6:02 p.m.)
S. Clift, Director of Engineering and Public Works (arrived 6:02 p.m.)
Superintendent McPhail, OIC, Nanaimo Detachment RCMP (arrived 6:02 p.m.)
A. J. Tucker, Director of Planning (arrived 6:02 p.m.)
R. Churchill, Manager of Bylaw, Regulation & Security (arrived 6:02 p.m.)
B. Sims, Manger, Water Resources (arrived 6:02 p.m.)
D. Lindsay, Manager of Building Inspections (arrived 6:02 p.m.)
S. Snelgrove, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 4:35 p.m.

2. INTRODUCTION OF LATE ITEMS:

- (a) Add Staff Report - Court Injunctions to Permit Removal of Colliery Dams to Agenda Item 7 (a) – Potential Injunction – Colliery Dams.

3. ADOPTION OF AGENDA:

06113 It was moved and seconded that the Agenda, as amended, be adopted. The motion carried unanimously.

4. ADOPTION OF MINUTES:

06213 It was moved and seconded that Council direct Staff to amend the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-MAY-13 at 4:31 p.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, to include a record of the email dated 2013-MAY-13, from Scott Morgan, Dam Safety Branch, and the legal opinion received regarding the Chase River Dam removal. The motion carried unanimously.

Mr. A. C. Kenning, City Manager, requested that all staff, excluding himself, vacate the Board Room at 4:43 p.m.

5. ADMINISTRATION:

(a) Personnel Issue - Discussion

Ms. Marcia McNeil, City Solicitor, vacated the Board Room at 6:02 p.m.

Mr. A. C. Kenning, City Manager, invited Staff to enter the Board Room at 6:02 p.m.

6. COMMUNITY SAFETY AND DEVELOPMENT:

(a) Potential Injunction – Colliery Dams

Staff provided a verbal update regarding a potential injunction of the Colliery Dams issue.

Court Injunctions to Permit Removal of Colliery Dams

06413 It was moved and seconded that Council authorize Staff to seek injunctive relief from persons interfering with Council's resolution to remove the Colliery Dams. The motion carried.

Opposed: Councillor Kipp

Councillor Kipp vacated the Board Room at 6:20 p.m.

Councillor Greves vacated the Board Room at 6:27 p.m.

(b) Appointments to Nanaimo Advisory Planning Committee

06513 It was moved and seconded that Council:

1. appoint Ms. Ellen Ross as the Environment Community representative to the Nanaimo Advisory Planning Committee for a three year term ending 2016-JUN-30;
2. appoint Mr. Darwin Mahlum as the Vancouver Island Real Estate Board representative to the Nanaimo Advisory Planning Committee for a three year term ending 2016-JUN-30; and,
3. announce the appointments at the open Council Meeting.

The motion carried unanimously.

7. ADJOURNMENT:

06613 It was moved and seconded at 6:28 p.m. that the "In Camera" Meeting terminate.
The motion carried unanimously.

MAYOR

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
WEDNESDAY, 2013-MAY-29, AT 4:30 P.M.

1. INTRODUCTION OF LATE ITEMS:

2. ADOPTION OF AGENDA:

3. ADOPTION OF MINUTES:

4. PRESENTATIONS:

NONE

5. MAYOR'S REPORT:

NONE

6. ADMINISTRATION:

NONE

7. COMMUNITY SAFETY AND DEVELOPMENT

(a) [REDACTED] City of Nanaimo

Purpose: To obtain Council's direction. [REDACTED]
[REDACTED]

Staff Recommendation: That Council direct [REDACTED]
[REDACTED]

Pg. 3-8

8. COMMUNITY SERVICES:

NONE

9. CORRESPONDENCE:

NONE

10. **OTHER BUSINESS:**

11. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR PATTJE
2013-APR-29 to 2013-JUN-09

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
WEDNESDAY, 2013-MAY-29 AT 4:32 P.M.

PRESENT: Acting Mayor J. F. K. Pattje, Chair

Members: Councillor G. Anderson
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp

Absent: His Worship Mayor J. R. Ruttan
Councillor W. L. Bestwick
Councillor W. B. McKay

Others: Mr. Sukhbir Manhas, City Solicitor, Young Anderson

Staff: A. C. Kenning, City Manager
E. C. Swabey, General Manager of Community Safety and Development
I. Howat, Director of Strategic Relationships
T. L. Hartley, Director of Human Resources and Organizational Planning
L. Coates, Manager, Accounting Services
T. P. Seward, Director of Development
A. J. Tucker, Director of Planning

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 4:32 p.m.

2. ADOPTION OF AGENDA:

06713 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. COMMUNITY SAFETY AND DEVELOPMENT:

(a) City of Nanaimo

4. ADJOURNMENT:

06913 It was moved and seconded at 4:54 p.m. that the "In Camera" Meeting terminate.
The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
SPECIAL COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
DOUGLAS RISPIN ROOM, 80 COMMERCIAL STREET, NANAIMO, BC
MONDAY, 2013-JUN-17, COMMENCING IMMEDIATELY FOLLOWING
THE SPECIAL OPEN COUNCIL MEETING

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-MAY-13 at 4:31 p.m. in the City Hall Board Room. *Pg. 3-5*
- (b) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-MAY-27 at 4:35 p.m. in the City Hall Board Room. *Pg. 6-8*
- (c) Minutes of the Special "In Camera" Meeting of Council held Wednesday, 2013-MAY-29 at 4:32 p.m. in the City Hall Board Room. *Pg. 9-10*

4. **PRESENTATIONS:**

NONE

5. **ADMINISTRATION:**

NONE

6. **COMMUNITY SAFETY AND DEVELOPMENT:**

NONE

7. **CORPORATE SERVICES:**

NONE

8. **COMMUNITY SERVICES:**

NONE

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

- (a) Letter dated 2013-MAY-29 from Joan Harrison, Regional District of Nanaimo, advising that the RDN Board, at its 2013-MAY-28 meeting, approved the Memorandum of Understanding with the City of Nanaimo regarding the transfer of up to 3 acres of City-owned land at 1 Port Drive to the RDN for a transportation exchange. The Board also approved the disclosure of the MOU upon the earlier of: City Council adopting a resolution approving disclosure; and execution of the Purchase and Sale Agreement.

Pg. 11

[Note: If Council wishes to approve the disclosure of the MOU at the next Regular Open Meeting, a motion would be required, as follows:

"That Council approve the disclosure of the Memorandum of Understanding between the City of Nanaimo and the Regional District of Nanaimo related to the transfer of City-owned land at 1 Port Drive to the Regional District of Nanaimo for a transportation exchange and that the Mayor announce it at a subsequent Open Council Meeting."

10. OTHER BUSINESS:

11. ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:

ACTING MAYOR: COUNCILLOR GREVES

2013-JUN-10 to 2013-JUL-28



REGIONAL
DISTRICT
OF NANAIMO

May 29, 2013

City of Nanaimo
455 Wallace Street
Nanaimo, BC V9R 5J6

Attention: Al Kenning, City Manager

Dear Mr. Kenning:

Please be advised that the Regional District of Nanaimo Board passed the following motion at their In Camera Board meeting of May 28, 2013:

"MOVED Director Anderson, SECONDED Director Willie, that the Board approve the Memorandum of Understanding with the City of Nanaimo to transfer up to three (3) acres of City-owned land at 1 Port Drive to the Regional District of Nanaimo for a transportation exchange"

Also be advised that at the same meeting, the Board adopted the following:

"MOVED Director Veenhof, SECONDED Director Lefebvre, that the Board approve the disclosure of the Memorandum of Understanding between the City of Nanaimo and the Regional District of Nanaimo related to the transfer of City-owned land at 1 Port Drive to the Regional District of Nanaimo for a transportation exchange."

As per section 6 of the Memorandum of Understanding, "The parties shall keep confidential this Memorandum of Understanding until the earlier of:

- a) resolution of the Council and the Regional Board of the City and the RDN respectively approving the disclosure of this Memorandum of Understanding; and
 - b) execution of the Purchase and Sale Agreement
- unless disclosure is otherwise required by law."

Please let me know when such a resolution is adopted by the City of Nanaimo, so that the Board can be informed that the content of the Memorandum of Understanding has become public information.

Thank you.

Yours sincerely,

Joan Harrison
Director of Corporate Services

6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2

Ph: (250)390-4111
Toll Free: 1-877-607-4111
Fax: (250)390-4163

RDN Website: www.rdn.bc.ca

cc: Douglas Holmes, Assistant City Manager / General Manager of Corporate Services,
City of Nanaimo
Paul Thorkelsson, CAO, Regional District of Nanaimo

Council
 Committee.....
 Open Meeting
 In-Camera Meeting
Meeting Date: 2013 JUN 10
2013 JUN 17

SPECIAL "IN CAMERA" MINUTES
SPECIAL COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
DOUGLAS RISPIN ROOM, 80 COMMERCIAL STREET, NANAIMO, BC
MONDAY, 2013-JUN-17 AT 9:29 P.M.

PRESENT: Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay
Councillor J. F. K. Pattje

Staff: A. C. Kenning, City Manager
E. C. Swabey, General Manager of Community Safety and Development
T. M. Hickey, General Manager of Community Services
I. Howat, Director of Strategic Relationships
S. Snelgrove, Recording Secretary

1. CALL THE "IN CAMERA" MEETING TO ORDER:

The "In Camera" Meeting was called to order at 9:29 p.m.

2. ADOPTION OF AGENDA:

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

3. ADOPTION OF MINUTES:

07013 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-MAY-13 at 4:31 p.m. in the City Hall Board Room be adopted as circulated. The motion carried unanimously.

07113 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-MAY-27 at 4:35 p.m. in the City Hall Board Room be adopted as circulated. The motion carried unanimously.

07213 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Wednesday, 2013-MAY-29 at 4:32 p.m. in the City Hall Board Room be adopted as circulated. The motion carried.

Opposed: Councillor McKay

4. CORRESPONDENCE (not related to a Report to Council):

- (a) Letter dated 2013-MAY-29 from Joan Harrison, Regional District of Nanaimo, advising that the RDN Board, at its 2013-MAY-28 meeting, approved the Memorandum of Understanding with the City of Nanaimo regarding the transfer of up to 3 acres of City-owned land at 1 Port Drive to the RDN for a transportation exchange. The Board also approved the disclosure of the MOU upon the earlier of: City Council adopting a resolution approving disclosure; and execution of the Purchase and Sale Agreement.

07313 It was moved and seconded that Council approve the disclosure of the Memorandum of Understanding between the City of Nanaimo and the Regional District of Nanaimo related to the transfer of City-owned land at 1 Port Drive to the Regional District of Nanaimo for a transportation exchange and that the Mayor announce it at a subsequent Open Council Meeting. The motion carried unanimously.

5. ADJOURNMENT:

07413 It was moved and seconded at 9:40 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

C H A I R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-JUL-08, AT 4:30 P.M.

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-JUN-17 at 9:29 p.m. in the Douglas Rispin Room, 80 Commercial Street, Nanaimo BC. *Pg. 3-4*

4. **PRESENTATIONS:**

- (a) City Solicitor to provide a presentation regarding the Vancouver Island Conference Centre Hotel.

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

NONE

7. **COMMUNITY SAFETY AND DEVELOPMENT**

NONE

8. **CORPORATE SERVICES:**

NONE

9. **COMMUNITY SERVICES:**

- (a) **Minutes of the "In Camera" Parks, Recreation and Culture Commission Meeting held 2013-JAN-23**

Commission Recommendation: That Council receive for information the Minutes of the "In Camera" Meeting of the Parks, Recreation and Culture Commission Meeting held 2013-JAN-23.

Pg. 5-6

10. **CORRESPONDENCE:**

NONE

11. **OTHER BUSINESS:**

(a) Personnel Issue -

12. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR GREVES

2013-JUN-10 to 2013-JUL-28

**MINUTES OF THE "IN CAMERA"
PARKS, RECREATION AND CULTURE COMMISSION MEETING
HELD IN THE BOWEN PARK COMPLEX CONFERENCE ROOM
ON WEDNESDAY, 2013-JAN-23, COMMENCING AT 8:15 P.M.**

PRESENT: Commissioner D. Johnstone, Chair

Members: Commissioner T. Greves
Commissioner F. Pattje
Commissioner K. Alden
Commissioner L. Avis
Commissioner M. Beaudoin-Lobb
Commissioner H. Houle
Commissioner A. McPherson
Commissioner D. Rinald
Commissioner G. Savage
Commissioner I. Thorpe
Commissioner M. Young

Staff: R. Harding J. Ritchie
S. Samborski B. Kuhn
C. Kuziw, recording

1. CALL THE "IN CAMERA" MEETING TO ORDER:

The "In Camera" Meeting was called to order at 8:15 p.m.

2. REPORTS OF ADVISORY BODIES:

- (a) Parks Committee. Commissioner Thorpe reported on the "In Camera" Parks Committee meeting held 2013-JAN-10.

Naming of Trail

Delegations: (None.)

Correspondence:

1. Letter dated 2012-DEC-07 from Christine Meutzner, Manager, Nanaimo Community Archives.

Parks Committee's Recommendation: *That the Parks, Recreation and Culture Commission*

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

Commission Recessed the "In Camera" meeting at 8:17 p.m.

Commission resumed the "In Camera" meeting at 9:32 p.m.

3. INTRODUCTION OF LATE ITEMS: None.

4. ADOPTION OF AGENDA:

It was moved and seconded that the "In Camera" Agenda be adopted. The motion carried unanimously.

5. ADOPTION OF MINUTES:

(a) Minutes of the "In Camera" Parks, Recreation and Culture Commission Meeting held Wednesday, 2012-NOV-28 at 8:19 p.m. in the Bowen Park Complex Conference Room.

It was moved and seconded that the Minutes be adopted as circulated. The motion carried unanimously.

6. PRESENTATIONS: None.

7. CHAIR'S REPORT: None.

8. STAFF REPORTS: None.

9. CORRESPONDENCE: (not related to a Report to Commission) None.

10. NOTICE OF MOTION: None.

11. OTHER BUSINESS: None.

12. UNFINISHED BUSINESS: None.

13. QUESTION PERIOD: No Questions.

14. ADJOURNMENT:

It was moved and seconded at 9:33 p.m. that the "In Camera" meeting adjourn, with the next "In Camera" Meeting of Commission to be held, if required, Wednesday, 2013-FEB-27, in the Bowen Park Complex Conference Room, following adjournment of the regular Commission meeting. The motion carried unanimously.

CERTIFIED CORRECT:



D. Johnstone, Chair
Parks, Recreation and Culture Commission
2013-JAN-25
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R. Harding, Director
Parks, Recreation and Culture

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-JUL-08, AT 4:33 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson (arrived 4:45 p.m.)
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay
Councillor J. F. K. Pattje

Absent: Councillor W. L. Bestwick

Others: Mr. Sasha Angus, CEO, Nanaimo Economic Development Corporation (vacated 5:29 p.m.)
Ms. Pat Kendall, Young Anderson, Barristers & Solicitors (vacated 5:28 p.m.)

Staff: A. C. Kenning, City Manager
E. C. Swabey, General Manager of Community Safety and Development
T. M. Hickey, General Manager of Community Services
T. L. Hartley, Director of Human Resources and Organizational Planning
B. E. Clemens, Director of Finance
P. Cooper, Communications Manager
D. Lindsay, Manager of Building Inspections
K. King, Acting Manager, Legislative Services
S. Snelgrove, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 4:33 p.m.

2. ADOPTION OF AGENDA:

07513 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

07613 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-JUN-17 at 9:29 p.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

Councillor Anderson entered the City Hall Board Room at 4:45 p.m.

4. PRESENTATIONS:

(a) Pat Kendall of Young Anderson, Barristers & Solicitors provided a verbal presentation regarding the Vancouver Island Conference Centre Hotel.

5. COMMUNITY SERVICES:

(a) Minutes of the "In Camera" Parks, Recreation and Culture Commission Meeting held 2013-JAN-23.

07713 It was moved and seconded that Council receive for information the Minutes of the "In Camera" Meeting of the Parks, Recreation and Culture Commission Meeting held 2013-JAN-23. The motion carried unanimously.

Mr. A. C. Kenning, City Manager, requested that all Staff excluding himself vacate the City Hall Board Room at 5:33 p.m.

6 OTHER BUSINESS:

(a) Personnel Issue –

Mr. A. C. Kenning, City Manager, distributed a confidential memo, dated 2013-JUL-08, titled Personnel Matters.

(b) Appointment of New City Manager

07813 It was moved and seconded that effective 2013-SEP-02, Mr. E. C. Swabey be appointed to the position of City Manager subject to the following:

- Annual salary as per the Hay System (currently as follows):

Year 1 – 92% \$209,270
Year 2 – 94% \$213,819
Year 3 – 96% \$218,368
Year 4 – 98% \$222,918
Year 5 – 100% \$227,467

- Terms of employment as per Bylaw 7000 (and as amended from time to time);

- Mr. Swabey will continue to receive a vehicle allowance in accordance with the applicable policies/bylaws of Council, however, the vehicle allowance will not be part of any future severance package should Mr. Swabey be terminated without cause;
- Annual performance review (which may be waived by Council); and,
- Documentation of above terms in a written contract between the parties.

The motion carried.

Opposed: *Councillors McKay, Pattje.*

7. ADJOURNMENT:

07913 It was moved and seconded at 6:20 p.m. that the "In Camera" Meeting terminate.
The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-SEP-09, AT 4:33 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager
T. P. Seward, Acting General Manager of Community Safety and Development
T. M. Hickey, General Manager of Community Services
I. Howat, Acting General Manager of Corporate Services
T. L. Hartley, Director of Human Resources and Organizational Planning
B. E. Clemens, Director of Finance
D. Lindsay, Acting Director of Development
S. Clift, Director of Engineering and Public Works
A. J. Tucker, Director of Planning
R. J. Harding, Director of Parks, Recreation and Culture
P. Cooper, Communications Manager
B. Prokopenko, Senior Manager of Engineering
P. Rosen, Manager Engineering Projects
G. Foy, Traffic/Transportation Engineer
B. Corsan, Manager Real Estate
N. Skeels, Real Estate Technician
K. King, Acting Manager, Legislative Services
S. Snelgrove, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 4:33 p.m.

2. ADOPTION OF AGENDA:

08013 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

08113 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-JUL-08 at 4:33 p.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. COMMUNITY SAFETY AND DEVELOPMENT:

(a) Real Estate Property Management Strategy

Mr. B. Corsan, Manager, Real Estate, and Ms. N. Skeels, Real Estate Technician, provided a presentation regarding the Real Estate Property Management Strategy.

Councillor Greves vacated the Board Room at 5:27 p.m.

08213 It was moved and seconded that Council receive for information the report regarding the Real Estate Property Management Strategy. The motion carried unanimously.

Councillor Greves returned to the Board Room at 5:30 p.m.

(b) Boundary Avenue/Northfield Road Intersection Improvements – Proposed Acquisition of 2145 Boundary Avenue

Mr. P. Rosen, Manager Engineering Projects, provided a presentation regarding Boundary Avenue/Northfield Road Intersection Improvements.

08313 It was moved and seconded that Council:

1. authorize Staff to secure an option to purchase 2145 Boundary Avenue by a non-refundable deposit of \$5,000.00 and if required, to complete the acquisition at a price of \$255,000.00; and
2. authorize the Mayor and Corporate Officer to execute the necessary documents.

The motion carried unanimously.

5. ADJOURNMENT:

08413 It was moved and seconded at 5:56 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-SEP-23, AT 4:30 P.M.

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-SEP-09 at 4:33 p.m. in the City Hall Board Room. Pg. 3-4

4. **PRESENTATIONS:**

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

NONE

7. **COMMUNITY SAFETY AND DEVELOPMENT:**

(a) **Real Estate Property Management Strategy**

Purpose: To obtain Council adoption of the City of Nanaimo Property Management Strategy which sets out a framework for how the City acquires, disposes of, and manages its land assets.

Staff Recommendation: That Council adopt the City of Nanaimo Real Estate Property Management Strategy. Pg. 5-29

(b) **Authorization to Seek Legal Action – 1935 Island Diesel Way**

Purpose: To obtain Council approval to take legal action against the owners and occupiers to cease storing waste materials on the property.

Staff Recommendation: That Council direct Staff, in conjunction with the City Solicitor, to take legal action against the owners and occupiers of the property located at 1935 Island Diesel Way, Nanaimo, BC. Pg. 30-31

8. **CORPORATE SERVICES:**

(a) **Release of In-Camera Information**

To be introduced by Ms. Kris King, A/Manager of Legislative Services.

Purpose: To obtain Council approval for the release of information considered at 2010 In Camera Council or Finance/Policy Committee of the Whole meetings, where it is determined that there is no longer a requirement to keep the information confidential.

Staff Recommendation: That Council:

Pg. 32-51

1. direct Staff to release, in whole or in part, of 2010 Council and Committee of the Whole "In Camera" agendas, reports and minutes, by publishing on the City's website the items identified in Attachment B of the report as having been previously made public or where the requirement for confidentiality has passed, in accordance with Council Policy "Routine Release of "In Camera" Resolutions and Related Reports and Information";
2. **provide direction** as to whether Council wishes to release the voting results of resolutions considered "In Camera", which would not be released in accordance with Section 12 (3) of the "Freedom of Information and Protection of Privacy Act"; **and if so,**
3. **provide direction** as to whether Council wishes to amend its Council Policy "Routine Release of "In Camera" Resolutions and Related Reports and Information" to provide for routine release of the voting results of resolutions considered at "In Camera" Meetings.

9. **COMMUNITY SERVICES:**

NONE

10. **CORRESPONDENCE:**

NONE

11. **OTHER BUSINESS:**

12. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR BRENNAN
2013-SEP-09 to 2013-OCT-20

“In Camera”
City of Nanaimo
REPORT TO COUNCIL

DATE OF MEETING: 2013-SEP-23

AUTHORED BY: BILL CORSAN, MANAGER, REAL ESTATE

RE: REAL ESTATE PROPERTY MANAGEMENT STRATEGY

STAFF RECOMMENDATION:

That Council endorse the City of Nanaimo Real Estate Property Management Strategy.

PURPOSE:

The purpose of this Staff report is for Council to endorse the City of Nanaimo Property Management Strategy which sets out a framework for how the City acquires, disposes of, and manages its land assets.

BACKGROUND:

At the 2013-Sep-09 Special “In Camera” Council meeting, Staff from the Real Estate Section presented the draft Property Management Strategy (Attachment A).

The Strategy is broken into five key sections; land inventory, acquisition priorities, disposition strategy, protection of City utilities on private property and leasing & licensing of City lands.

Staff are returning to today’s meeting to request Council’s endorsement of the Strategy. The document will remain “In Camera” and help guide decision making around the City’s real estate assets.

Strategic Plan Considerations

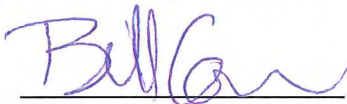
The creation of a Strategy meets each of the key priorities identified in the 2012-2015 Strategic Plan, including;

Strategy	Potential Strategies and/or Initiatives
Taking Responsibility	<ul style="list-style-type: none"> Addressing unresolved, long-standing issues around land use and land ownership. This priority includes securing right-of-ways for unprotected utilities and purchasing land well in advance to meet Council’s long term vision.
Asset Management	<ul style="list-style-type: none"> Protecting City utilities, land banking for future capital projects, and disposing of surplus assets.
Community Building Partnerships	<ul style="list-style-type: none"> Purchasing land as part of a partnership. Examples include working with BC Housing and non-profits to deliver the <i>Housing First Strategy</i>.

Council
 Committee.....
 Open Meeting
 In-Camera Meeting
 Meeting Date: 2013-SEP-23

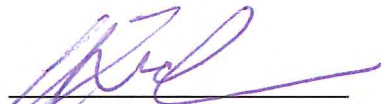
Transportation and Mobility	<ul style="list-style-type: none">• Securing land for roads, bridges, sidewalks, trails, pedestrian connections, and for bike paths.
Water	<ul style="list-style-type: none">• Protecting the water supply mains throughout the City. Land acquisitions required for the water treatment plant and the future north Nanaimo water reservoir site.
Waterfront Enhancement	<ul style="list-style-type: none">• Securing right-of-ways for trails, long term leases of crown foreshore and acquisitions of key waterfront parcels.

Respectfully submitted,



Bill Corsan,
Manager, Real Estate
Community Safety & Development

Concurrence by:



Andrew Tucker
Director of Planning
Community Safety & Development



Toby Seward
Acting General Manager
Community Safety & Development

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2013-Sep-13
File: CIL00346
BC/ns/tl

"IN CAMERA"

City of Nanaimo

REPORT TO COUNCIL

DATE OF MEETING: 2013-SEP-23

AUTHORED BY: RANDY CHURCHILL, MANAGER, BYLAW, REGULATION & SECURITY
COMMUNITY SAFETY & DEVELOPMENT

RE: AUTHORIZATION TO SEEK LEGAL ACTION – 1935 ISLAND DIESEL WAY

RECOMMENDATION:

That Council authorize staff, in conjunction with the City Solicitor, to take legal action against the owners and occupiers of the property located at 1935 Island Diesel Way, Nanaimo, BC.

PURPOSE:

To obtain authorization to take legal action against the owners and occupiers of 1935 Island Diesel Way to cease storing waste materials on the property.

BACKGROUND:


Several complaints were received about the offensive odour emanating from bins located on the property.

DISCUSSION:

A bylaw enforcement officer attended the property and found waste material stored in bins on the property. The owner was advised that the storage of waste at this location is in contravention of the City of Nanaimo "ZONING BYLAW 2011 NO. 4500". The property was in compliance for several months; however a subsequent complaint revealed two bins filled with composting waste.

As this report deals with a legal matter related to private property, staff recommends this matter be dealt with "In Camera".

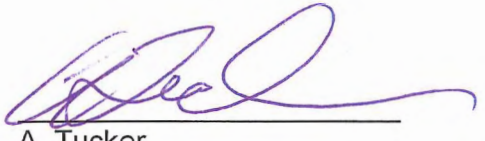
Respectfully submitted,

for


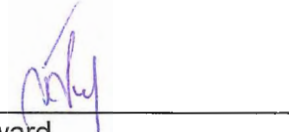
Randy Churchill
Manager, Bylaw, Regulation & Security
Community Safety & Development

Council
 Committee.....
 Open Meeting
 In-Camera Meeting
Meeting Date: 2013-SEP-23

Concurrence by:



A. Tucker
Director of Planning
Community Safety & Development



T. Seward
Acting General Manager
Community Safety & Development

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2013-Sep-16
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IN CAMERA

City of Nanaimo

REPORT TO COUNCIL

DATE OF MEETING: 2013-SEP-23

AUTHORED BY: KRIS KING, ACTING MANAGER OF LEGISLATIVE SERVICES

RE: RELEASE OF 2010 IN CAMERA MEETING INFORMATION

STAFF'S RECOMMENDATION:

That Council:

1. direct Staff to release, in whole or in part, of 2010 Council and Committee of the Whole "In Camera" agendas, reports and minutes, by publishing on the City's website the items identified in Attachment B of the report as having been previously made public or where the requirement for confidentiality has passed, in accordance with Council Policy "*Routine Release of "In Camera" Resolutions and Related Reports and Information*";
2. **provide direction** as to whether Council wishes to release the voting results of resolutions considered "In Camera", which would not be released in accordance with Section 12 (3) of the "*Freedom of Information and Protection of Privacy Act*" (FOIPPA); **and if so,**
3. **provide direction** as to whether Council wishes to amend its Council Policy "*Routine Release of "In Camera" Resolutions and Related Reports and Information*" to provide for routine release of the voting results of resolutions considered at "In Camera" Meetings.

PURPOSE:

To obtain Council direction for the release of information considered at 2010 In Camera Council or Finance/Policy Committee of the Whole meetings, where it is determined that there is no longer a requirement to keep the information confidential.

BACKGROUND:

At the Committee of the Whole Meeting held 2013-FEB-04, Council passed the following resolutions:

It was moved and seconded that Council direct Staff to prepare a report with options that enables Council to release "In Camera" Minutes that are no longer sensitive or confidential. The motion carried unanimously.

It was moved and seconded that Council direct Staff to prepare a report on the release of "In Camera" Minutes that are no longer sensitive or confidential for 2010, 2011 and 2012 for consideration by Council. The motion carried unanimously.

At the 2013-MAY-13 Regular Council Meeting, Council considered a report (Attachment A) and passed a resolution to adopt the Council Policy, "*Routine Release of "In Camera" Resolutions and Related Reports and Information*" which provides the process for the release of this information.

Attached is a summary of all In Camera meeting information for 2010 (Attachment B). Staff have completed a preliminary review of the material to determine what information is still required to be kept confidential and what documents may be released or released with some severing of detail required in accordance with *FOIPPA*. The items have been colour coded as follows:

- blue – previously released from IC and can be posted to the website;
- green – no record of having been previously released but can now be posted to the website;
- yellow – contains information protected under *FOIPPA* or contains third party information but can be posted to the website with appropriate severing;
- red – information still needs to be kept confidential.

NOTE: A general determination of whether information can be released or released with severing has been made by reviewing the summary of IC Information (Attachment B). Prior to posting to the website, Staff will be reviewing in detail individual documents/reports to ensure that the requirements under *FOIPPA* have been met. Staff do not anticipate bringing those items requiring further severing back to Council prior to posting on the website unless Council directs that a follow up report be presented for approval.

Pursuant to Section 23 of *FOIPPA*, when considering release of information containing third party information, the third party must be advised of the intended release of the information and provided an opportunity to respond. In the case where the "In Camera" information under review for release contains third party information, rather than advising all third parties and following this process, Staff intend to sever the information under the appropriate section of *FOIPPA*. This process does not preclude members of the public from requesting this information by way of an FOI request for records.

As well, the substance of deliberations including who voted in favour and who voted in opposition of a resolution in an IC meeting is protected information pursuant to *FOIPPA*, however Council may direct Staff to disclose this information and in that case, Staff will not sever the voting results from the minutes prior to posting on the website.

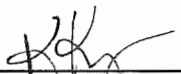
Staff are seeking Council approval for the release of information in accordance with Council Policy and direction for the release of any additional information that is at the discretion of Council to release (i.e. voting results of resolutions).

STRATEGIC PLAN IMPLICATIONS:

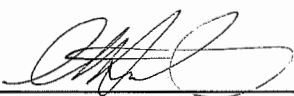
In Council's Strategic Plan, the Operating Philosophy states that Council is taking responsibility to be an excellent municipal government for Nanaimo, which is identified as a strategic priority for Council. Transparency is a key component of taking responsibility. One of the outcomes to assist in transparency was to develop policies around the release of "In Camera" information. Through Council direction, Staff have made efforts to be more clear in reports regarding the timing of the release of information.

This report to Council continues on this vein, by first following a Council direction to begin reviewing and releasing IC Meeting information from 2010 onward, but it also begins getting further direction on how, when, and what should be released in these past meetings and formulating policy on how we will address IC information moving forward.

Respectfully submitted,



K. King, Acting Manager,
Legislative Services



I. Howat, Acting General Manager,
Corporate Services

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2013-AUG-13

ATTACHMENT A

City of Nanaimo

REPORT TO COUNCIL

DATE OF MEETING: 2013-MAY-13

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

RE: Policy Routine Release of "In Camera" Resolutions and
Related Reports and Information

STAFF RECOMMENDATION:

That Council adopt the attached policy, "Routine Release of "In Camera" Resolutions and Related Reports and Information".

(Council may alternatively wish to forward this report and draft policy to the Governance Review Process that is currently underway, since that review is intended to include policies for "In Camera" meetings.)

PURPOSE:

To present a draft policy for Council's consideration related to the regular and proactive release of "In Camera" information.

BACKGROUND:

Council may close a meeting to the public to consider items that relate to matters referred to under *Community Charter* subsection 90(1) and must close a meeting to consider matters that relate to subsection 90(2). The *Community Charter* requires Council members, unless specifically authorized otherwise by Council, to keep in confidence information considered in any part of a Council meeting or Council Committee meeting that was lawfully closed to the public, until the Council or Committee discusses the information at a meeting that is open to the public or releases the information to the public.

In relation to releasing information to the public, Council adopted two motions at its Committee of the Whole meeting on 2013-FEB-04 as follows:

"It was moved and seconded that Council direct staff to prepare a report with options that enables Council to release "In Camera" minutes that are no longer sensitive or confidential. The motion carried unanimously."

"It was moved and seconded that Council direct staff to prepare a report on the release of "In Camera" minutes that are no longer sensitive or confidential for 2010, 2011 and 2012 for consideration by Council. The motion carried unanimously."

The attached draft policy is intended to address the first motion. If Council adopts that policy (or some variation of it), staff will fulfill the second motion within the parameters of Council's policy.

DISCUSSION:

On 2012-MAY-28, Council received a report from the Manager of Legislative Services on the subject of Legal Obligations Regarding "In Camera" Information, (appended as Attachment "A").

On 2013-JAN-14, Ms. Kim Carter, Ombudsperson and Mr. Bruce Clarke, Manager of Investigations from the Office of the Ombudsperson made a presentation to Council with a particular focus on the Office of the Ombudsperson's recent publication, "Open Meetings: Best Practices Guide for Local Governments", (the Guide appended as Attachment "B").

Both of the above documents were referred to in researching policy content. The City solicitor and Mr. Clarke were also consulted.

The attached policy is intended to embody the following principles:

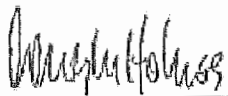
- (a) **Council adjudicates the release of "In Camera" information.** While the Ombudsperson Guide seems to suggest that staff could be delegated the authority to release some "In Camera" information, staff have clarified with the Ombudsperson's Office that the intent of this section is to ensure that staff are active in supporting Council in the release of "In Camera" information. Further, *Community Charter* Section 117 refers to "keeping in confidence information ... until the Council or Committee discusses the information at a meeting that is open to the public or releases the information to the public." Finally, it is Council itself that moves information to "In Camera" by virtue of the procedural motion in open and the subsequent adoption of the agenda while "In Camera". Accordingly, it is fitting that Council should adjudicate the release of that information from "In Camera" back to open.
- (b) **All items "In Camera" (minutes, reports and other information) need to be considered for release.** Just releasing the minutes may or may not provide much information to the public. Accordingly, reports that support Council decision-making should be considered for release, in whole, in part, or in a paraphrased form, all subject to privacy considerations. As a practical matter, if only minutes are released, City Staff think it likely that requests for information under the *Freedom of Information and Protection of Privacy Act* would increase significantly.

- (c) Whatever Council chooses to release, a policy will **not** limit a person's right of access to records under the *Freedom of Information and Protection of Privacy Act*.

STRATEGIC PLAN CONSIDERATIONS:

- Operating Philosophy: Council and staff taking responsibility to be an excellent municipal government for Nanaimo.
 - This policy supports Council's stated objective, "We intend to be known and earn respect for: collaborative Council/Management leadership – visionary, strategic, progressive, transparent and focused on the public good".
- Strategic Priority: Taking Responsibility to be an excellent municipal government:
 - This policy supports (and is covered in the terms of reference of) the Governance Policy, Structure and Processes Review and Audit.
 - This policy would provide an "output" element that is transparent in relation to the City's Communications Policy and Strategy.

Respectfully submitted,



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

CITY MANAGER COMMENT:

I concur with the staff recommendation.

Drafted: 2013-MAY-07

DWH/jdk



COUNCIL POLICY

Pages: 1 of 2

Approval Date: 2013-MAY-13

SECTION: LEGISLATIVE AND REGULATORY
SUBJECT: Routine Release of "In Camera" Resolutions and Related Reports and Information

Purpose:

To provide a process for ensuring that the City of Nanaimo is being open and transparent in conducting City business.

Policy Statement:

The City of Nanaimo Council is responsible for providing good governance. The routine release of "In Camera" meeting resolutions and related reports and documentation, once the requirement for confidentiality has passed, will support Council being open and transparent, which is an important element of good governance.

Responsibilities:

Council shall:

- (a) consider for approval the release of "In Camera" meeting resolutions and related reports and documentation on a quarterly basis.

The Corporate Officer shall ensure the implementation of the Routine Release of "In Camera" Resolutions Policy by:

- (a) reviewing and preparing a listing of resolutions and related reports and documentation for Council's consideration on a quarterly basis.

Procedures:

The Corporate Officer will review the "In Camera" minutes and related reports and documentation on a quarterly basis to provide observations to support Council's deliberations as to whether the requirement for confidentiality has indeed passed or has been deemed by Council that release of such information shall not bring harm to the City or a named individual. These items will be brought forward to an "In Camera" Council meeting for Council's determination as to whether they will be released in whole or in part.

In order to make "In Camera" information publicly available in a timely manner, the disclosure of information from an "In Camera" report that is to be released will be made public either by:

- (a) releasing the report in its entirety; or
- (b) releasing the report in a severed form consistent with records that are processed under the *Freedom of Information and Protection of Privacy Act*; or
- (c) releasing the information in the form of a separate background document that is based upon the content of the "In Camera" report (always indicating that the background is a different document from the one that was considered by Council).

The report will appear as a business item on the next regular open Council agenda, to allow full publication in the agenda package and on the City's website.

It is acknowledged that this policy does not limit a person's right of access to records under the *Freedom of Information and Protection of Privacy Act*.

Previous Revision/s: None

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-SEP-23, AT 4:32 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson (4:48 p.m.)
Councillor W. L. Bestwick (4:44 p.m.)
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager
T. P. Seward, Acting General Manager of Community Safety and
Development
T. M. Hickey, General Manager of Community Services
I. Howat, Acting General Manager of Corporate Services
T. L. Hartley, Director of Human Resources and Organizational Planning
D. Duncan, Manager of Financial Planning
D. Lindsay, Acting Director of Development
A. J. Tucker, Director of Planning
B. Corsan, Manager of Real Estate
P. Cooper, Communications Manager
K. King, Acting Manager, Legislative Services
D. Smith, Recording Secretary
P. Humphreys, Steno (observing)

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 4:32 p.m.

2. ADOPTION OF AGENDA:

08513 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

08613 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-SEP-09 at 4:33 p.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. COMMUNITY SAFETY AND DEVELOPMENT:

(a) Real Estate Property Management Strategy

08713 It was moved and seconded that Council adopt the City of Nanaimo Real Estate Property Management Strategy. The motion carried unanimously.

(b) Authorization to Seek Legal Action – 1935 Island Diesel Way

Councillor Bestwick entered the meeting at 4:44 p.m.

08813 It was moved and seconded that Council direct Staff, in conjunction with the City Solicitor, to take legal action against the owners and occupiers of the property located at 1935 Island Diesel Way, Nanaimo, BC. The motion carried unanimously.

5. CORPORATE SERVICES:

(a) Release of In-Camera Information

Councillor Anderson entered the meeting at 4:48 p.m.

08913 It was moved and seconded that Council direct Staff to release, in whole or in part, 2010 Council and Committee of the Whole "In Camera" agendas, reports and minutes, by publishing on the City's website the items identified in Attachment B of the report as having been previously made public or where the requirement for confidentiality has passed, in accordance with Council Policy "*Routine Release of "In Camera" Resolutions and Related Reports and Information*". The motion carried unanimously.

09013 It was moved and seconded that Council direct Staff to release the voting results of resolutions considered at "In Camera" Meetings" that have been approved for release to the public. The motion carried unanimously.

09113 It was moved and seconded that Council amend Council Policy "*Routine Release of "In Camera" Resolutions and Related Reports and Information*" to provide for routine release of the voting results of resolutions considered at "In Camera" Meetings that have been approved for release to the public. The motion carried unanimously.

Councillor Anderson vacated the Board Room at 5:17 p.m.

Councillor Anderson returned to the Board Room at 5:19 p.m.

09213 It was moved and seconded that Council direct Staff to amend the Council Procedure Bylaw to add agenda item "Release of "In Camera" Information" to "In Camera" agendas and that Staff be directed to prepare a quarterly report regarding the release of "In Camera" items. The motion carried unanimously.

09313 It was moved and seconded that Council direct Staff to release the Staff report pertaining to the release of "In Camera" information. The motion carried unanimously.

6. ADJOURNMENT:

09413 It was moved and seconded at 5:23 p.m. that the "In Camera" Meeting terminate.
 The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-OCT-28, AT 4:30 P.M.

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-SEP-23 at 4:32 p.m. in the City Hall Board Room. Pg. 3-5

4. **PRESENTATIONS:**

NONE

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

- (a) **Strategic Relations**

- (b) **Expropriation – discussion**

7. **COMMUNITY SAFETY AND DEVELOPMENT:**

NONE

8. **CORPORATE SERVICES:**

- (a) **Quarterly Claims Report – Period Ending 2013-SEP-30**

Purpose: To provide Council with an update on existing insurance claims.

Staff Recommendation: That Council receive for information the Quarterly Claims Report for the period ending 2013-SEP-30. Pg. 6-10

9. **COMMUNITY SERVICES:**

NONE

10. **CORRESPONDENCE:**

NONE

11. **OTHER BUSINESS:**

12. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR MCKAY

2013-OCT-21 to 2013-DEC-01

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
CITY HALL BOARD ROOM, 411 DUNSMUIR STREET, NANAIMO, BC,
MONDAY, 2013-OCT-28, AT 4:32 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager
I. Howat, Acting General Manager of Corporate Services

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 4:32 p.m.

2. ADOPTION OF AGENDA:

08513 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

08613 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-SEP-23 at 4:32 p.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. CORPORATE SERVICES:

(a) Quarterly Claims Report – Period Ending 2013-SEP-30

08713 It was moved and seconded that Council receive for information the Quarterly Claims Report for the period ending 2013-SEP-30. The motion carried unanimously.

5. ADMINISTRATION:

(a) Strategic Relations - Discussion

(b) Expropriation – Discussion

08813 It was moved and seconded that Council invite to the next "In Camera" Meeting of Council. The motion carried unanimously.

6. OTHER BUSINESS:

08913 It was moved and seconded that Council direct Staff to schedule future "In Camera" Council Meetings at 5:30 p.m. in the Douglas Rispin Room of the Vancouver Island Conference Centre and that meals for "In Camera" Meetings be provided. The motion carried unanimously.

7. ADJOURNMENT:

09013 It was moved and seconded at 6:02 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
DOUGLAS RISPIN ROOM, 80 COMMERCIAL STREET, NANAIMO, BC
MONDAY, 2013-NOV-18, AT 5:30 P.M.

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-OCT-28 at 4:32 p.m. in the City Hall Board Room. *Pg. 3-4*

4. **PRESENTATIONS:**

(a)

- (b) Inspector Al O'Donnell, Acting Officer In Charge, RCMP Nanaimo Detachment, to provide Council with a verbal update on certain sensitive police matters

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

- (a) **Strategic Relations**

7. **COMMUNITY SAFETY AND DEVELOPMENT:**

- (a) **Potential Changes to 9-1-1 Service Delivery**

Purpose: To advise Council of potential changes to the Public Safety Answering Point system affecting Nanaimo and Central Vancouver Island.

Staff Recommendation: That Council receive for information the report regarding potential changes to 9-1-1 Service Delivery.

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8. **CORPORATE SERVICES:**

NONE

9. **COMMUNITY SERVICES:**

NONE

10. **CORRESPONDENCE:**

NONE

11. **OTHER BUSINESS:**

12. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR MCKAY

2013-OCT-21 to 2013-DEC-01

“IN CAMERA”

City of Nanaimo

REPORT TO COUNCIL

DATE OF MEETING: 2013-NOV-18

AUTHORED BY: CRAIG RICHARDSON, DEPUTY CHIEF - OPERATIONS,
NANAIMO FIRE RESCUE

RE: POTENTIAL CHANGES TO 9-1-1 SERVICE DELIVERY

STAFF RECOMMENDATION:

That Council receive the report.

PURPOSE:

To advise Council of potential changes to the Public Safety Answering Point (PSAP) system affecting Nanaimo and central Vancouver Island.

SUMMARY:

The Public Safety Answering Point (PSAP) for central Vancouver Island is operated by the Central Island 9-1-1 Service (CI911), a partnership of the Cowichan Valley Regional District, City of Nanaimo and the Regional District of Nanaimo. The partnership was established in 1994 to provide 9-1-1 services within these jurisdictions and is managed for the partners by the City of Nanaimo. Operationally, the PSAP is integrated into the provincially operated Nanaimo RCMP's Operational Communications Centre (OCC).

The Partnership has been advised by the RCMP that the PSAP function is no longer considered part of their core business, but they are willing to continue operating the PSAP for the partnership if the partners are willing to sign a Memorandum of Understanding (MOU) and pay for the service outside of the standard Municipal Police Unit Agreement (MPUA). If the partners do not accept the proposal by 2013-Dec-31, the RCMP has stated they will give notice to cease operating the PSAP effective 2014-Dec-31.

This report explores alternatives available to the partnership, including:

1. maintaining the current arrangement by signing the proposed RCMP MOU;
2. amalgamating the PSAP function into the fire dispatch service in the Nanaimo FireComm centre; or
3. contracting out the PSAP function to E-Comm 9-1-1 in Vancouver.

This report is being presented to Council for information only at this time. Additional research and analysis is being conducted by staff to further evaluate the options in this report and to determine if other short- or long-term options are available. This will be presented in another report in December. The Boards of the other two partners will also be receiving information reports from their staff.

- Council
- Committee.....
- Open Meeting
- In-Camera Meeting

Meeting Date: 2013-NOV-18

BACKGROUND:

The primary Public Safety Answering Point (PSAP) for central Vancouver Island is operated by the Central Island 9-1-1 Service (CI911), a partnership of the Cowichan Valley Regional District (CVRD), City of Nanaimo and the Regional District of Nanaimo (RDN) (for electoral areas A, B & C and the District of Lantzville). The partnership was established on June 12, 1994 to provide PSAP services (9-1-1) within these jurisdictions and is managed for the partners by the City of Nanaimo. Operationally, the PSAP is integrated into the provincially operated Nanaimo RCMP Operational Communications Centre (OCC). Fire dispatch for the partnership was added in 2003 when the partners consolidated their independent fire dispatching services into an upgraded Nanaimo Fire Rescue (NFR) FireComm.

Current funding for the CI911 partnership is split three ways:

City of Nanaimo	45%
Cowichan Valley Regional District	45%
Regional District of Nanaimo	10%

CI911 is one of six 9-1-1 service providers in BC that have arranged for their local RCMP OCC to take the initial 9-1-1 calls. The RCMP have advised all PSAP service providers that the PSAP function is no longer considered part of the RCMP core business but they are willing to continue operating the respective PSAPs if the service providers are willing to sign a Memorandum of Understanding (MOU) and pay for the service outside of the standard Municipal Police Unit Agreement (MPUA). They have requested that each organization sign the MOU by 2013-Dec-31. CI911 is the only service provider that has not signed an MOU with the RCMP.

DISCUSSION:

The CI911 PSAP has been operated by the RCMP Nanaimo OCC since the service inception in 1994. CI911 has committed one (1) FTE 9-1-1 Operator per 12 hour shift within the Nanaimo OCC to accommodate 9-1-1 call answering. Thus, four (4) positions rotate around the clock and are augmented by an additional two (2) permanent part-time 9-1-1 Operators who backfill for illness and vacations (for a total of 5.2 FTE municipal positions in the OCC). No formal agreement has ever been signed with the RCMP regarding this service.

CI911 recently participated in a study of 9-1-1 call taking services in conjunction with the other municipal jurisdictions in BC that use an RCMP OCC for their PSAP function. POMAX Consulting Inc. conducted the study (attached as Appendix 'A') for the purpose of reviewing and rationalising the call taking resources required by jurisdictions utilising an RCMP OCC. For central Vancouver Island, the study found that 5.2 FTEs is the correct staffing level for our PSAP.

The catalyst for this discussion is the RCMP's requirement that the CI911 Partnership enter into a MOU in order to maintain the current operation. The following options are presented for Council's consideration:

Option 1: RCMP OCC continues to operate the central Vancouver Island PSAP

Currently, 9-1-1 calls for the central Vancouver Island area are answered in the Nanaimo RCMP OCC. Callers requiring a fire response are transferred to the Secondary PSAP located

within the NFR FireComm and the respective fire department is dispatched from there. Callers requiring ambulance attendance are downstreamed to the BC Ambulance Service dispatch centre who then dispatch an ambulance and notify FireComm if a First Responder is required (in areas where First Responder service exists). Police calls are handled by the Nanaimo OCC. Due to the complete integration of the PSAP into the OCC, the same person that answers the 9-1-1 call may also take the complaint and dispatch police members, or if the situation warrants, the call can be downstreamed within the OCC to other OCC staff who take the complaint and dispatch the police. The Nanaimo OCC is backed up by the Courtenay OCC and vice versa.

The RCMP have stated that they are willing to continue operating the central Vancouver Island PSAP; however, they will only do so if the Partnership signs an MOU and begins paying an amount toward the RCMP's cost of managing the PSAP on our behalf (currently estimated to be approximately \$25,000 annually). This agreement would be a 5-year commitment and would be outside of the current Municipal Police Unit Agreement (a.k.a. the police "contract"). The 5.2 FTE municipal positions would continue to be City of Nanaimo employees within the Canadian Union of Public Employees (CUPE) Local 401 bargaining unit. Under this option control of the PSAP function will be transferred to the RCMP and away from the CI911 Partnership. The MOU would extend for 5 years (although can be terminated with one (1) years notice from either party).

The RCMP are also independently reviewing their resourcing needs in the OCC and it is anticipated that they will request an additional FTE primarily to deal with the increasing volume of abandoned 9-1-1 calls.

There are no immediate labour relations implications with this option, as long as the status quo is maintained. Should the RCMP decide to consolidate their Vancouver Island OCCs and move out of Nanaimo, then depending upon the circumstances, this may be characterized as a successorship or contracting out situation in which article 32 of the CUPE Collective Agreement may be triggered.

The 2014 budget for the PSAP service is \$633,000. With the above-noted increases, this cost could rise to \$745,000, with no service improvements. Further, next generation service enhancements, such as 'Text to 9-1-1' will result in additional cost increases that are outside the control of the CI911 Partnership.

Advantages:

1. there is no impact on current operations;
2. the RCMP have been a reliable contractor for the 9-1-1 PSAP service since inception;
3. the PSAP function is fully integrated into the police complaint-taking and dispatch functions; and
4. RCMP provides supervision and training for employees in the OCC.

Disadvantages:

1. the MOU commits CI911 to a 5-year agreement;
2. potentially increases costs over \$100,000 per year;
3. limited control over policies and service levels;
4. cost of next generation 9-1-1 implementation will be an extra;
5. OCC consolidations could result in jobs leaving Nanaimo; and
6. handling of abandoned calls issue still requires resolution.

Option 2: Relocate the PSAP function to NFR FireComm

The CI911 FireComm facility has been planned so that the PSAP function could be accommodated within the same space. There are no technical issues preventing the PSAP from being moved to the FireComm centre. Under this scenario, 9-1-1 calls would be received by the Fire Dispatchers and then downstreamed to Police and Ambulance Secondary PSAPs or dispatched directly to one of the 27 Fire Departments already served by the Partnership.

The FireComm centre has sufficient work space to accommodate the additional positions for 9-1-1 call taking. The existing municipal staff from the Nanaimo OCC would be relocated to FireComm. The labour relations issues around International Association of Firefighters (IAFF) and CUPE would have to be addressed (see below).

Moving the 5.2 FTE municipal employees to FireComm would create a need for additional FireComm oversight and supervision. It is possible that a new management position would have to be created to oversee this service; however, with 3 staff on shift, it is anticipated that up to 0.5 FTE could be saved through improved shift scheduling, thereby offsetting some of the cost of a new management position.

The technical cost of relocating the call taking service will be similar to retaining it at the RCMP OCC. The cost of next generation (NexGen) 9-1-1 upgrades will be borne by CI911 and this is projected to be in the order of \$500,000 over the next several years (although these cannot be substantiated as the technology needs are still unknown).

The vision of consolidating PSAP and fire dispatch into a single service for all of Vancouver Island has guided our upgrades over the past 15 years. Consolidation with North Island 9-1-1 could also bring significant operational savings. Moving call taking into FireComm would be a step along this road and would enhance local and regional service. An Island consolidation; however, will not occur in the short term, as the two other Vancouver Island service providers have not expressed an interest in collaborating this way.

There are other initiatives under way that could benefit from a consolidation of call taking within FireComm. Most importantly are the current Provincial discussions regarding the provision of Emergency Medical Services. If the City were to take a greater role in EMS Services, the integration could reduce overall dispatch times, providing a higher overall service level.

Labour relations implications for this option are that the call taking work currently performed by CUPE employees in the OCC will be integrated with the fire dispatch work performed by the IAFF employees in FireComm. Each will take on the other duties as part of the combined team. In this situation, the Labour Relations Board (LRB) would be asked to make a determination on the appropriate bargaining unit; and the respective collective agreement and wages of that bargaining unit would apply. The likely result is that the CUPE employees would become IAFF members with corresponding wage rates.

Advantages:

1. retains the 5.2 FTE jobs in Nanaimo;
2. opportunities to increase functional control and enhance level of service;
3. technology and facilities are already in place; and
4. allows for flexibility to handle current unknowns related to NexGen service requirements.

Disadvantages:

1. labour relations impact will require discussions with IAFF and CUPE and the LRB which may create productivity issues and stress relationships during those discussions;
2. will require additional training for existing fire dispatchers and 9-1-1 Operators;
3. costs are status quo with future increases undetermined;
4. increased volume of calls and function (abandoned 9-1-1 calls need to be followed up before forwarding to police);
5. additional CAD costs along with computers; and
6. additional Management staff required.

Option 3: Contract out the PSAP service

9-1-1 call taking is an independent function that could readily be relocated to a call centre separate from the RCMP OCC or FireComm. CI911 could contract the call taking to E-Comm 9-1-1 in Vancouver. Technically, it is easy to make this change. Financially, this option provides a significantly lower cost. Functionally; however, there is less opportunity to control or develop procedures specific to the needs of the central Island region and local jobs would be eliminated.

E-Comm 9-1-1 has provided a formal proposal to the CI911 Partnership to operate our PSAP within their call centre in Vancouver. E-Comm 9-1-1 will answer the calls within the accepted National Emergency Number Association (NENA) standards and forward to the appropriate Secondary PSAP (i.e. police, fire, ambulance). They will also provide initial follow up to abandoned calls before forwarding to police.

The proposed solution provides a cost saving in excess of 50% compared to the above two options. E-Comm 9-1-1's cost to provide this service is \$280,000 per year. There is an initial \$16,000 setup fee, plus an inflation allowance in future years. A five-year agreement is required. E-Comm 9-1-1 will meet the same call handling standards that are offered by the OCC.

The E-Comm 9-1-1 proposal also addresses future upgrades for NexGen 9-1-1. CI911 would not be required to provide a large capital investment to implement the new technologies. E-Comm 9-1-1 will incur a \$200,000 capital investment to handle CI911 calls and they are proposing to amortize this cost over the term of the agreement (\$40,000 which is included in the \$280,000 annual fee). By doing this, they will then use the \$40,000 per year (beyond 2018) to fund future upgrades for NexGen 9-1-1 and other technology upgrades. CI911 will be shielded from any new costs required for future technology upgrades. CI911 net Call Answer Levy (CAL) revenues are projected to be \$460,000 for 2014. Accepting this E-Comm 9-1-1 proposal will provide a surplus for this component of 9-1-1 operation, rather than planning for a deficit or rate increase if pursuing Options 1 or 2.

E-Comm 9-1-1 has demonstrated over the past 15 years that they are a reliable emergency call centre and can effectively provide the service that is required. They currently handle approximately 1 million calls per year, so the 56,000 calls from CI911 will have minimal impact on their operational volumes.

Backup and recovery concerns have been addressed in the E-Comm 9-1-1 proposal as well. A hot backup site, also in Vancouver, is available, plus second backup site on Vancouver Island will be available if CI 9-1-1 proceeds with the 5-year agreement.

CI911 will need to enter into a formal agreement with E-Comm that defines the service level, backup and expectations in the event of a major service disruption. CI911 needs to be confident that, in any major disaster or province-wide emergency event that service will continue at the same level as provided to other customers.

Besides contracting to E-Comm 9-1-1, it may also be possible to contract the call taking to North Island 911 Corporation. NI911 already provides backup services for the OCC. This option has not been evaluated, but discussion could be initiated, if so directed.

Labour Relations implications for this option centre on Article 32 of the CUPE Collective Agreement which restricts the City from contracting out if it will result in a staff layoff. Layoff could be avoided if alternate work is found for affected permanent employees at the same rate of pay/same number of hours. This alternative work could be through another organization (i.e. E-Comm); however, since the employees would not be required to accept employment with another employer, the City would need to have back-up position(s) for these employees to move into.

Advantages:

1. minor impact on current operations;
2. significantly lower operating costs (in the order of 50%);
3. provides high level of commitment to existing and NexGen services;
4. provides for initial handling of Abandoned Calls before forwarding to police; and
5. existing CAL rate of \$0.47 sufficient to pay for the service.

Disadvantages:

1. loss of jobs in Central Island area;
2. labour relations issues around contracting out;
3. loss of control over the provision of this service and service level;
4. loss of local geographic knowledge; and
5. does not align with strategic vision for a consolidated Island 9-1-1 Service.

POMAX Consulting Inc Report

POMAX Consulting Inc. was retained by six BC 9-1-1 service providers to review and develop a rationale for the 9-1-1 call taking function within the RCMP OCC of the participating jurisdictions. The objective of the study was to develop a formula to calculate 9-1-1 call taking staff resources for the jurisdictions at various service levels. The participants wanted to verify that the staffing levels provided to the RCMP OCC for the call taking function was at the correct level. Overall, the study shows that the CI PSAP is provided with the correct level of resources to this function.

Summary of Findings:


1. The study used an industry standards (NENA) requiring 90% of calls to be answered within 10 seconds, and 95% within 20 seconds. For staffing levels, the telecommunications industry "Erlang C" traffic formula was used.
2. Call data covering a complete year from each call centre was analyzed to provide an overall assessment, along with assessment for each jurisdiction.

3. The average time for a 9-1-1 call is 46 seconds for the call taker to handle. This includes 10 seconds for wrap-up time.
4. Central Island handles 56,000 calls per year; average answer time is 4.9 seconds. Central Island exceeds the NENA standards for call handling, with 95.5% answered within 10 seconds and 98.4% within 20 seconds. This compares favourably to the other jurisdictions.
5. Analysis for Central Island suggests that the minimum staffing level should be 5.0 FTE. Central Island currently provides 5.2 FTE to the RCMP for this function.
6. The analysis identifies that a total of 33.8 FTE are collectively currently allocated to the call taking function at the 5 participating RCMP OCCs that were studied. If these were combined into a single 9-1-1 call taking centre to service the participating jurisdictions, then the total staff requirements could be reduced almost 50% to 16.8 FTEs.

Conclusion:

This report and the above options are predicated on CI911 being proactive and making a decision before the imposed RCMP deadline of 2013-Dec-31. CI911 currently does not have a formal written agreement with the RCMP. The RCMP have advised that, if the CI911 Partnership does not respond by 2013-Dec-31, they will provide notice to CI911 to remove the call taking function from the Nanaimo OCC by 2014-Dec-31.

Respectfully submitted,



For C. Richardson
Deputy Chief - Operations

Concurrence by:



T. Seward
Acting General Manager,
Community Safety & Development

CITY MANAGER COMMENT:

I concur with the staff recommendation.

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
DOUGLAS RISPIN ROOM, 80 COMMERCIAL STREET, NANAIMO, BC
MONDAY, 2013-NOV-18, AT 5:43 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson (entered at 5:45 p.m.)
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager
I. Howat, General Manager of Corporate Services
T. M. Hickey, General Manager of Community Services
T. P. Seward, Acting General Manager of Community Safety and
Development
T. L. Hartley, Director of Human Resources and Organizational Planning
P. Kristensen, Director of Information Technology
Inspector O'Donnell, A/OIC, Nanaimo Detachment RCMP
M. Dietrich, Manager, Police Support Services
C. Richardson, Deputy Fire Chief, Operations
G. Ferrero, Acting Manager, Legislative Services
D. Smith, Recording Secretary

Others: (entered at 5:44 p.m. / vacated at 6:24 p.m.)
(entered at
5:44 p.m. / vacated at 6:24 p.m.)

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:43 p.m.

2. ADOPTION OF AGENDA:

09113 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

09213 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-OCT-28 at 4:32 p.m. in the City Hall Board Room, 411 Dunsmuir Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. PRESENTATIONS:

the Douglas Rispin Room at 5:44 p.m. entered

Councillor Anderson entered the meeting at 5:45 p.m.

(a)

vacated the Douglas Rispin Room at 6:24 p.m.

(b) Inspector Al O'Donnell, Acting Officer In Charge, RCMP Nanaimo Detachment, provided Council with a verbal update on sensitive police matters and costs associated with processing certain cases.

Councillor Greves vacated the Douglas Rispin Room at 6:35 p.m.
Councillor Greves returned to the Douglas Rispin Room at 6:38 p.m.

5. COMMUNITY SAFETY AND DEVELOPMENT:

(a) Potential Changes to 9-1-1 Service Delivery

09313 It was moved and seconded that Council receive for information the report regarding potential changes to 9-1-1 Service Delivery. The motion carried unanimously.

Councillor McKay vacated the Douglas Rispin Room at 6:54 p.m.
Councillor McKay returned to the Douglas Rispin Room at 6:56 p.m.

6. OTHER BUSINESS:

09413 It was moved and seconded that Council direct Staff to prepare a report outlining the City's legal position including legal implications
The motion carried
unanimously.

Staff advised they would invite the City's Solicitor to attend a future meeting to discuss this item.

7. ADJOURNMENT:

09513 It was moved and seconded at 6:58 p.m. that the "In Camera" Meeting terminate.
 The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
DOUGLAS RISPIN ROOM, VI CONFERENCE CENTRE
80 COMMERCIAL STREET, NANAIMO, BC
MONDAY, 2013-DEC-02, AT 5:30 P.M.

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-NOV-18 at 5:43 p.m. in the Douglas Rispin Room, VI Conference Centre.

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4. **PRESENTATIONS:**

NONE

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

NONE

7. **CORPORATE SERVICES:**

- (a) **Completion of Millstone River Greenway – Parkland Purchase Opportunity (155 Westwood Road)**

Purpose: To obtain Council approval for the acquisition of 155 Westwood Road for park purposes to complete the Millstone River Greenway.

Staff Recommendation: Council direction is sought to either:

Pg. 6-11

1. direct the Mayor and Corporate Officer to execute a Purchase and Sale Agreement for the acquisition of 155 Westwood Road for park purposes to complete the Millstone River Greenway; or,

8. **COMMUNITY SERVICES:**

NONE

9. **CORRESPONDENCE:**

NONE

10. **OTHER BUSINESS:**

- (a) Strategic Relations (for discussion purposes when applicable)

11. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR BESTWICK
2013-DEC-02 – 2014-JAN-19

“In Camera”
City of Nanaimo
REPORT TO COUNCIL

DATE OF MEETING: 2013-DEC-02

AUTHORED BY: ROBERT SENYK, PROPERTY AGENT

RE: COMPLETION OF MILLSTONE RIVER GREENWAY – PARKLAND PURCHASE OPPORTUNITY

STAFF RECOMMENDATION:

That Council direction is sought to either:

1. direct the Mayor and Corporate Officer to execute a Purchase and Sale Agreement for the acquisition of 155 Westwood Road; or

PURPOSE:

The purpose of this Staff report is to secure Council approval for the acquisition of 155 Westwood Road for parks purposes to complete the Millstone River Greenway.

BACKGROUND:

Within the last 5 years, the City has acquired significant land holdings along the Millstone River for parks and trail purposes. This includes 11.9 ha (29.65 acres) at 2191 East Wellington Road, 26.1 ha (64.5 acres) at 175 Pryde Avenue and a pedestrian right of way across 2088 Skaha Drive and 154 Westwood Road. These acquisitions have enabled the City to create a linear park that runs from the mouth of the Millstone River at Maffeo Sutton Park to the City boundary at East Wellington Road. The only missing piece in this future park/trail network is 155 Westwood Road (Attachment A).

Property Details

PID:	002-451-883
2013 Assessed Value:	\$486,000
Legal Description:	Easterly 5.005 chains of Section 13, Range 7, Mountain District except part in plan VIP61239 & VIP81291
Location:	West side of Westwood Road between Cathers Drive and East Wellington Road (Attachment B)
Lot Size:	2.91 ha (7.19 acres)
OCP Designation	Resource Protection - property is outside the Urban Containment Boundary
Zoning:	AR1 – Rural Reserve - exists within the provincially designated ALR

✓ Council Committee
Open Meeting
In-Camera Meeting
Meeting Date: 2013-DEC-02

Property Description: A vacant property previously used as a single family dwelling site comprised of a low lying wetland of approximately 1.63 ha (4.03 acres) and an elevated treed area of 1.28 ha (3.16 acres). A small portion of the property under the Millstone River is underlain by former coal mine workings.

DISCUSSION:

Two years ago, Staff contacted the owner of 155 Westwood Road to determine if there was an interest in granting a right of way to the City for trail purposes. There is already a statutory right of way across the property for a sanitary sewer line and the proposal was for the trail to run on top of the existing right of way.

Staff commissioned an independent appraisal, which valued the land at \$340,000. An Offer to Purchase has been prepared and executed by the heirs to the estate for the appraised value.

Staff has considered two options for Council to consider moving forward with this acquisition:

Funding


Funding for this project is available through the 2013 Capital Plan P-3104 Property Acquisitions which currently has a balance of around \$600,000.

Strategic Plan Considerations

The proposal to acquire this property for trail connectivity meets one of the key priorities identified in the 2012-2015 Strategic Plan, including;

Strategy	Potential Strategies, Initiatives and/or Outcomes Desired
Taking Responsibility	<ul style="list-style-type: none">• Continuing to facilitate change and overall development consistent with vision and plans; taking action steps to be a catalyst or investment in the City's future.

Respectfully submitted,



Bill Corsan
MANAGER
REAL ESTATE

Concurrence by:



Dale Lindsay
DIRECTOR
COMMUNITY
DEVELOPMENT



Richard Harding
DIRECTOR
PARKS, ENVIRONMENT &
RECREATION

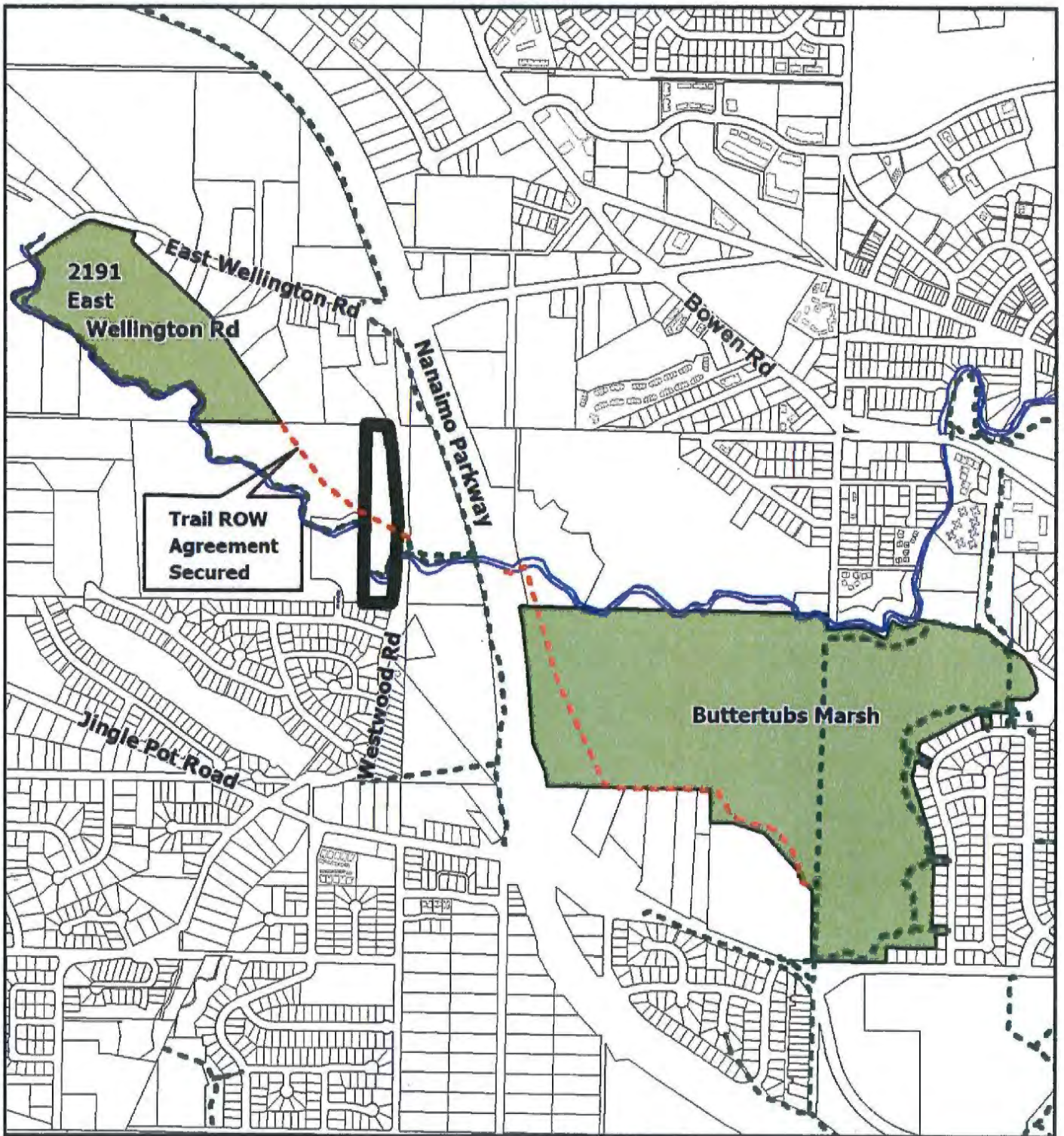


Ian Howat
GENERAL MANAGER
CORPORATE SERVICES

CITY MANAGER COMMENT:

I concur with the Staff recommendation.

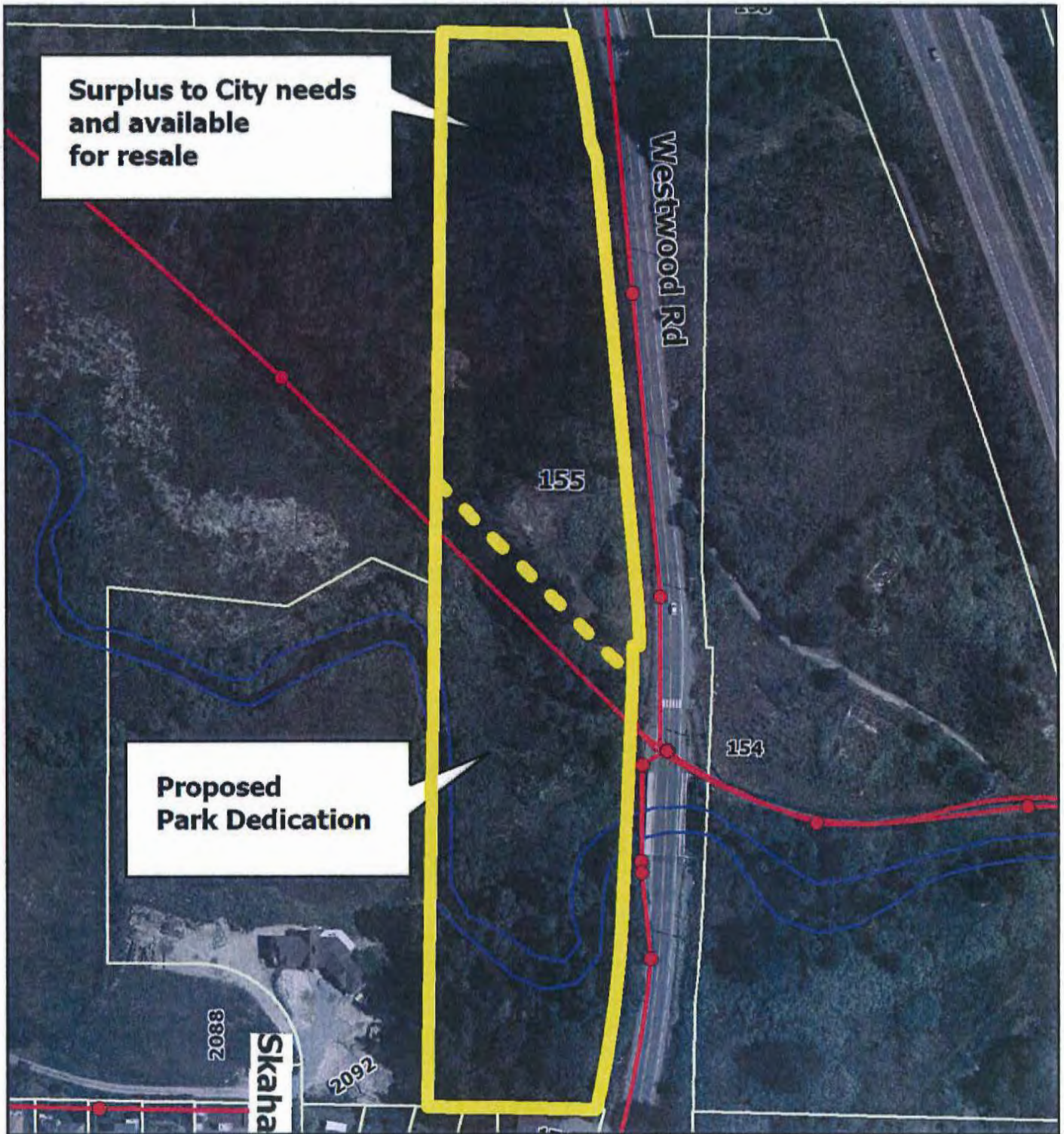
Drafted: 2013-NOV-20
LD002679
BC/RS/tl



LOCATION PLAN

Civic: 155 Westwood Road

-  Subject Property
-  Parks
-  Trails (Complete)
-  Trails (Proposed)



LOCATION PLAN

Civic: 155 Westwood Road

Proposed Acquisition

-  Subject Property
-  Sanitary Sewer

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE
80 COMMERCIAL STREET, NANAIMO, BC
MONDAY, 2013-DEC-02, AT 5:31 P.M.

PRESENT: His Worship Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson (entered at 5:46 p.m.)
Councillor M. D. Brennan (entered at 5:34 p.m.)
Councillor W. L. Bestwick
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor J. A. Kipp
Councillor W. B. McKay (entered at 5:34 p.m.)
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager
T. M. Hickey, General Manager of Community Services
I. Howat, General Manager of Corporate Services
D. Lindsay, Director of Community Development
B. Corsan, Manager, Real Estate
R. J. Harding, Director of Parks, Environment & Recreation
C. Jackson, Manager, Legislative Services
G. Ferrero, Director of Information Technology & Legislative Services
D. Smith, Recording Secretary

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:31 p.m.

2. ADOPTION OF AGENDA:

09613 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

09713 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-NOV-18 at 5:43 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. CORPORATE SERVICES:

- (a) Completion of Millstone River Greenway – Parkland Purchase Opportunity
(155 Westwood Road)
-

Councillors Brennan and McKay entered the Douglas Rispin Room at 5:34 p.m.

Councillor Anderson entered the Douglas Rispin Room at 5:46 p.m.

09813 It was moved and seconded that Council direct the Mayor and Corporate Officer to execute a Purchase and Sale Agreement for the acquisition of 155 Westwood Road for park purposes to complete the Millstone River Greenway. The motion carried.
Opposed: Councillor McKay

5. ADJOURNMENT:

09913 It was moved and seconded at 6:09 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" AGENDA
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE
80 COMMERCIAL STREET, NANAIMO, BC
MONDAY, 2013-DEC-16, AT 5:30 P.M.

1. **INTRODUCTION OF LATE ITEMS:**

2. **ADOPTION OF AGENDA:**

3. **ADOPTION OF MINUTES:**

- (a) Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-DEC-02 at 5:31 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC. *Pg. 3-4*

4. **PRESENTATIONS:**

NONE

5. **MAYOR'S REPORT:**

NONE

6. **ADMINISTRATION:**

- (a) **Management Compensation**

(Please Note: Copies of this report will be provided at the meeting)

- (b) Strategic Relations (for discussion purposes when applicable)

7. **CORPORATE SERVICES:**

- (a) **Update on Island Ferry Services Ltd. Efforts to Establish Foot Passenger Ferry Service**

Purpose: To update Council on the preliminary lease and partnering agreement discussions that have taken place between Island Ferry Services Ltd. and the City of Nanaimo.

Staff Recommendation: That Council receive for information the report regarding the update on Island Ferry Services Ltd. efforts to establish a foot passenger ferry service from Nanaimo to Vancouver.

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8. **COMMUNITY SERVICES:**

NONE

9. **CORRESPONDENCE:**

NONE

10. **OTHER BUSINESS:**

11. **ADJOURNMENT OF THE SPECIAL "IN CAMERA" MEETING:**

ACTING MAYOR: COUNCILLOR BESTWICK

2013-DEC-02 to 2014-JAN-19

ATTACHMENT A

LEASE AGREEMENT

THIS AGREEMENT dated for reference the 9th day of October, 2013 is

BETWEEN:

CITY OF NANAIMO, 455 Wallace Street, Nanaimo, B.C. V9R 5J6

(the "City")

AND:

ISLAND FERRIES TERMINALS LTD. (Inc. No. _____)

(the "Tenant")

WHEREAS:

- A. The City is the registered owner in fee simple of that parcel of land located at 1 Port Drive, Nanaimo, B.C., legally described as:

Parcel Identifier: 029-036-500

Legal Description: Lot A Section 1 and Part of the Bed of the Public Harbour of Nanaimo City Plan EPP27507

(the "Lands");

- B. The City has agreed to lease to the Tenant that portion of the Lands measuring approximately **XXX** acres (the "Lease Area"), shown outlined in heavy black on the sketch plan attached as Schedule "A", on the terms and conditions of this Agreement;
- C. In accordance with section 26 of the *Community Charter*, the City has posted and published notice of its intention to lease the Lease Area to the Tenant;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the rents, covenants, and agreements to be paid, observed, and performed by the Tenant, and other good and valuable consideration (the receipt and sufficiency of which are hereby expressly acknowledged) the City and the Tenant covenant and agree as follows:

1. **Lease** – The City leases the Lease Area to the Tenant for the Term, and the Tenant leases the Lease Area from the City for the Term, on and subject to the terms and conditions of this Agreement.
2. **Term** – The term of this Agreement is **XXX** years, commencing on **XXX** (the "Commencement Date") and expiring on **XXX**. The Tenant may make ONE (1) written request for renewal of this Agreement no sooner than TWELVE (12) months and no later than SIX (6) months prior to the end of the initial term and, if the Tenant is in compliance with all provisions of this Agreement and all Rent has been paid, upon receipt of the

written request the City shall renew this Agreement without further documentation for an additional term of XXX years, upon the same terms and conditions except for this right of renewal. The initial term, together with any term of renewal, are referred to throughout this Agreement as the "Term".

3. **Amount of Rent** – The Tenant shall pay to the City, at the office of the City, in lawful money of Canada and without deduction, set-off, or abatement, rent in the amount of XXX per year, payable in equal consecutive monthly instalments of XXX each in advance on the first day of each calendar month (the "Rent"). The Rent does not include GST or PST or any similar or replacement tax.
4. **Rent Review** –
 - (a) Rent shall be reviewed for each successive FIVE (5) year period during the Term (the "Rent Review Period"). The City may, by written notice to the Tenant at any time either before or up to SIX (6) months after the commencement of the Rent Review Period, establish a revised rent for all or any part of the Rent Review Period (the "Revised Rent"). Revised Rent shall be based on the use value (definition to come from City appraiser) of the Lease Area, being the rent that would be paid for the Lease Area as between persons dealing in good faith and at arm's length, for the use of the Lease Area as expressly permitted by the land use regulations of the City of Nanaimo at the time.
 - (b) Revised Rent shall be effective as specified by the City, subject to revision pursuant to the process in subsection 4(d). In the event the City fails to notify the Tenant in writing of a Revised Rent within SIX (6) months after the commencement of a Rent Review Period, the Rent payable during the TWELVE (12) months preceding the commencement of such Rent Review Period shall apply throughout the Rent Review Period.
 - (c) Until the City establishes a Revised Rent, the Tenant shall pay the Rent which prevailed immediately prior to the Rent Review Period and, upon the City establishing and advising the Tenant of the Revised Rent, the Tenant shall pay any excess owing to the City.
 - (d) The Tenant shall have NINETY (90) days following receipt of notice of Revised Rent to provide the City with written notice of dispute of the amount. If the Tenant issues a notice of dispute, the parties shall attempt to reach a resolution by negotiation. If a resolution is not reached within THIRTY (30) days of issuance of the notice of dispute, the parties shall appoint a mediator and attempt to resolve the dispute by mediation in accordance with the British Columbia International Commercial Arbitration Centre ("BCICA") *Mediation – Rules of Procedure*. If the parties do not reach a resolution within THIRTY (30) days of the appointment of a mediator, or such longer period as the parties may agree, the matter shall be referred to and resolved by arbitration in accordance with the BCICA *Domestic Commercial Arbitration Shorter Rules of Procedure*.

5. **Purposes** – The Tenant shall only use and occupy the Lease Area for:
- (a) activities related to the provision of a passenger ferry service, including ferry docking and refuelling, construction and operation of a terminal building, associated transportation facilities and parking; and
 - (b) a maintenance base for the passenger ferries only.

The Tenant shall not use the Lease Area for any other purpose whatsoever.

6. **Conditions Precedent** – The City’s obligation to lease the Lease Area to the Tenant and the Tenant’s obligation to lease the Lease Area from the City are subject to the following conditions precedent:

(a) on or before XXX, 2013, to be added

(b) Others – to be added.

7. **Reduction of Upland Lease Area** – If, during the Term, the City determines that it requires a portion of the upland Lease Area for the development of residential or commercial uses or for the construction of a roadway or associated works, the Tenant shall, upon receipt of written notice from the City (a “Surrender Notice”), surrender the benefit of the lease granted by this Agreement over such portion or portions of the Lease Area as may be specified by the City in the Surrender Notice (the “Surrendered Area”) on that date specified by the City, which date shall not be less than ONE HUNDRED EIGHTY (180) days after the receipt of the Surrender Notice, provided that:

- (a) in the City’s opinion, acting reasonably, the reduction to the Lease Area will not result in the effective termination of the Tenant’s operations;
- (b) the Rent for the remainder of the Term shall be reduced by the same percentage as the percentage of the Lease Area being surrendered;
- (c) reduction to the Lease Area will not materially impact or result in the effective termination of the Tenant’s operation; and
- (d) The Tenant shall have NINETY (90) days following receipt of notice of Reduction of Upland Lease Area to provide the City with written notice of dispute. If the Tenant issues a notice of dispute, the parties shall attempt to reach a resolution by negotiation. If a resolution is not reached within THIRTY (30) days of issuance of the notice of dispute, the parties shall appoint a mediator and attempt to resolve the dispute by mediation in accordance with the British Columbia International Commercial Arbitration Centre (“BCICA”) *Mediation – Rules of Procedure*. If the parties do not reach a resolution within THIRTY (30) days of the appointment of a mediator, or such longer period as the parties may agree, the matter shall be referred to and resolved by arbitration in accordance with the BCICA *Domestic Commercial Arbitration Shorter Rules of Procedure*.

8. **Tenant's Covenants** – The Tenant covenants and agrees with the City:

- (a) to promptly pay when due, Rent and any other amounts required to be paid by it under this Agreement;
- (b) no to do, suffer, or permit anything in, on, or from the Lease Area that may be or become a nuisance or annoyance to other occupiers or users of the Lands, or to the owners, occupiers, or users of other land or premises adjacent to or near the Lease Area, or to the public, including the accumulation of rubbish or unused personal property of any kind;
- (c) not to do, suffer, or permit any act or neglect that may in any manner directly or indirectly cause injury to the Lease Area or to the Lands, and not to commit or permit waste to the Lease Area or to the Lands;
- (d) to keep and maintain the Lease Area, and all improvements constructed thereon, in a safe, tidy, and sanitary condition;
- (e) to take all reasonable precautions to ensure the safety of all persons using the Lease Area;
- (f) to keep the Lease Area free of any rubbish, litter, and debris and keep the areas adjacent to the Lease Area free of any rubbish, litter, and debris originating from the Lease Area;
- (g) not to construct, erect, place, install, or permit, on the outside of any building or structure or other exterior area of the Lease Area, any poster, advertising sign or display, electrical or otherwise, without first obtaining the City's written consent and obtaining all permits required from time to time pursuant to the City of Nanaimo's sign regulation bylaw;
- (h) to pay to the City all applicable taxes payable in respect of this Agreement;
- (i) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Lease Area, the Tenant's improvements and trade fixtures, and all equipment, furniture and other personal property brought onto the Lease Area by the Tenant and any business or activity conducted on or from the Lease Area, including without limitation, all taxes (including property taxes), levies, charges and assessments, permit and license fees, strata fees and levies, repair and maintenance costs, administration and service fees, telephone, electrical, gas, water, sewage disposal and other utility charges and payments for work and materials;
- (j) to carry on and conduct its activities in, on, and from the Lease Area in compliance with any and all laws, statutes, enactments, bylaws, regulations, and orders from time to time in force, and to obtain all required approvals and permits thereunder, and not to do or omit to do anything in, on, or from the Lease Area in contravention

thereof; and

- (k) to promptly cause to be discharged any builders lien which may be filed against the title to the Lands, and to comply at all times with the *Builders Lien Act* (British Columbia) in respect of any improvements, work, or other activities undertaken in, on, or to the Lease Area.
9. **Net Lease** – Without limiting any other provisions in this Agreement, the Tenant agrees that the lease granted herein is absolutely carefree net to the City, and the Tenant must promptly pay when due on its own account and without any variation, set-off, or deduction, all amounts, charges, costs, duties, expenses, fees, levies, rates, sums, taxes, and increases in any way relating to the Lease Area, including all penalties and interest thereon, whether or not referred to in this Agreement and, to the extent that any such amounts remain unpaid after they come due, the City may pay such amounts on behalf of the Tenant and the amounts so paid by the City shall be immediately due from the Tenant to the City. Without limiting the foregoing, the City shall have no obligations whatsoever to the Tenant concerning the Lease Area except for the City's express obligations under this Agreement.
10. **Quiet Possession** – The City shall permit the Tenant, so long as the Tenant is not in default of the Tenant's obligations under this Agreement, to peaceably possess and enjoy the Lease Area for the Term, without interference or disturbance from the City or those claiming by, from or under the City, except for the City's express rights under this Agreement to enter upon and use the Lease Area or to permit others to do so.
11. **Security** – The City shall have no responsibility whatsoever for the security of the Lease Area or the Tenant's property on the Lease Area, the sole responsibility for which rests with the Tenant, and the Tenant hereby releases the City from all claims, actions, damages, liabilities, losses, costs, and expenses whatsoever as may be suffered by the Tenant arising from or related to any lack of security at the Lease Area.
12. **Tenant's Improvements and Alterations** – The Tenant shall not make any improvements or alterations to the Lease Area without the prior written consent of the City, which consent shall not be unreasonably withheld.
13. **Minimum Work Standards** – The Tenant shall ensure that any improvements to or work done with respect to the Lease Area, including any improvements or alterations approved by the City, done by or on behalf of the Tenant comply with all applicable laws, statutes, enactments, regulations, bylaws and orders from time to time in force, including the applicable building code and bylaws of the City of Nanaimo.
14. **Repair and Maintenance** – The Tenant shall during the Term, at its cost, by itself or by the use of agents, put and keep in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not unreasonably affect the exterior appearance of the any improvements constructed on the Lease Area or the foundation or structure of any improvements constructed on the Lease Area) the Lease

Area and the all improvements constructed thereon, and the appurtenances and equipment of them, both inside and outside, including but not limited to fixtures, walls, foundations, roofs, vaults, elevators (if any) and similar devices, heating and air-conditioning equipment, sidewalks, landscaping, yards and other like areas, steam, gas, and electric pipes and conduits, and all other fixtures on the Lease Area and the machinery and equipment used or required in the operation of them, whether or not enumerated in this Agreement, excluding water and sewer mains and connections, and will, in the same manner and to the same extent as a prudent owner, make any and all necessary repairs, replacement, alterations, additions, changes, substitutions, and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep all improvements constructed on the Lease Area and all aforesaid fixtures, appurtenances, and equipment fully usable for all of the purposes for which those improvements were erected and constructed and the specified fixtures, appurtenances, and equipment were supplied and installed. Such repairs will be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the improvements and aforesaid fixtures, appurtenances, and equipment.

15. **City Not Obligated to Repair** – The City is not obliged to furnish any services or facilities or to make any repairs or alterations in or to the Lease Area or the improvements constructed or located thereon except as expressly provided herein, and the Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Lease Area and all improvements constructed or located thereon.
16. **City May Repair** – If at any time during the Term, the Tenant fails to maintain the Lease Area and all improvements, fixtures, appurtenances, and equipment located thereon, both inside and outside, in the condition required by the provisions of section XXX, the City through its agents, servants, contractors, and subcontractors may, but will not be obliged to, enter upon those parts of the Lease Area required for the purpose of making the repairs required by section XXX. The City may make such repairs only after giving the Tenant THIRTY (30) days' written notice of its intention so to do, except in the case of an emergency when no notice to the Tenant is required. Any amounts paid by the City in making such repairs to the Lease Area or to any improvements constructed or located thereon, or any part or parts thereof, together with all costs and expenses of the City, will be reimbursed to the City by the Tenant on demand, plus a 15% administration fee, together with interest at the rate specified in section XXX.
17. **Damage or Destruction** – The partial destruction or damage or complete destruction by fire or other casualty of any improvements constructed by the Tenant on the Lease Area will not terminate this Agreement or the lease granted hereunder, or entitle the Tenant to surrender possession of the Lease Area or to demand any abatement or reduction of the Rent or other charges payable under this Agreement, any law or statute now or in the future to the contrary.
18. **Unavoidable Delay** – If, by reason of strike, lock-out, or other labour dispute, material or labour shortage not within the control of the Tenant, stop-work order issued by any court

or tribunal of competent jurisdiction (providing that such order was not issued as the result of any act or fault of the Tenant or of anyone employed by it directly or indirectly), fire or explosion, flood, wind, water, earthquake, act of God, or other similar circumstances beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable efforts or foresight by the Tenant, the Tenant is, in good faith and without default or neglect on its part, prevented or delayed in the commencement or substantial completion of construction of the Building or repair of the Building or any part of it which under the terms of this Agreement the Tenant is required to do by a specified date or within a specified time or, if not specified, within a reasonable time, the date or period of time within which the work was to have been completed will be extended by the City by a reasonable period of time at least equal to that of such delay or prevention; and the Tenant will not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Agreement within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the City and the Tenant. For the purposes of this section 24, the inability of the Tenant to meet its financial obligations under this Agreement or otherwise will not be a circumstance beyond the reasonable control of the Tenant and not avoidable by the exercise of reasonable effort or foresight by the Tenant. The Tenant will act diligently and take all reasonable steps of a prudent owner to remove the cause or causes of delay in the commencement or completion of construction of the Building.

19. **Acknowledgments and Agreements of Tenant** – The Tenant acknowledges and agrees that:
- (a) the City has given no representations or warranties with respect to the Lease Area or the Lands, including with respect to the suitability of the Lease Area for the Tenant’s intended use;
 - (b) the Tenant leases the Lease Area on an “as-is” basis and the City has not made any representations, warranties or agreements as to the condition of the Lease Area (including the subsurface nature or condition of any part of the Lease Area, or the environmental condition of the Lease Area);
 - (c) it is the sole responsibility of the Tenant to satisfy itself with respect to the condition of the Lease Area (including the subsurface nature or condition of the Lease Area and the environmental condition of the Lease Area), including by conducting any reports, tests, investigations, studies, audits and other inquiries as the Tenant, in its sole discretion, considers necessary in order to satisfy itself as to the condition of the Lease Area; and
 - (d) the City has registered a *Builders Lien Act* “notice of interest” against title to the Lands in the land title office.
20. **Insurance Requirements** – The Tenant shall obtain and maintain during the Term insurance in accordance with the requirements of Schedule “B”. For clarity, the insurance requirements set out in Schedule “B” are minimum requirements and are not to be

interpreted in a manner that limits the Tenant's obligations under this Agreement and the Tenant shall be responsible for obtaining and maintaining such additional insurance as would a prudent tenant having similar obligations and interests to those of the Tenant under the terms of this Agreement.

21. **Insurance Certificates** – The Tenant shall promptly, upon the City's request from time to time during the Term, provide the City with certificates of insurance confirming the placement and maintenance of the required insurance.
22. **City May Insure** – If the Tenant fails to insure as required, the City may, after THIRTY (30) days' notice to the Tenant, effect the insurance in the name and at the expense of the Tenant, and the Tenant hereby authorizes the City to act as the Tenant's agent for the purpose of obtaining such insurance. The Tenant shall repay the City all costs reasonably incurred by the City within TWENTY ONE (21) days of receipt of an invoice. For clarity, the City has no obligation to obtain any insurance required to be maintained by the Tenant under this Agreement.
23. **Tenant Indemnity** – The Tenant shall indemnify and save harmless the City, and its officers, employees, contractors, and agents, from and against all claims, actions, damages, liabilities, costs, and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Lease Area, or occupancy or use of the Lease Area, or caused by or arising from any act or omission of the Tenant, its officers, employees, agents, customers, contractors, or other invitees. This indemnity shall survive the expiry or earlier termination of this Agreement.
24. **City Right to Grant Further Interests** – The City may, from time to time, grant licences, rights of way, easements and other rights and privileges to third parties on, over, under, through, above and across the Lands, provided that such privileges do not materially impair the Tenant's rights under this Agreement, and the Tenant agrees to execute such further instruments as may be necessary to give such rights and privileges priority over this Agreement.
25. **Permission to Enter** – The City, by its authorized representative, may enter the Lease Area at all reasonable times for the purpose of inspecting the Lease Area and the Tenant's compliance with this Agreement and for the purpose of exercising its other rights under this Agreement.
26. **Payments Generally** – All payments, including interest, required to be made by the Tenant to the City under the terms of this Agreement shall be:
 - (a) payable in lawful money of Canada;
 - (b) paid to the City at the office of the City or at such other place as the City may designate from time to time in writing;
 - (c) made when due hereunder, without the need for prior demand and without any

set-off, abatement or deduction;

- (d) applied towards amounts outstanding in such a manner as the City sees fit; and
 - (e) deemed to be rent (if not Rent), in partial consideration for which this Agreement is entered into, and shall be payable and recoverable as rent, and the City shall have all of the rights and remedies against the Tenant for default in making any such payment which may not be expressly designated as rent, as the City has for a default in payment of Rent.
27. **Interest** – All payments due by the Tenant to the City under this Agreement shall bear interest at the rate of interest established from time to time by the Royal Bank of Canada, Main Branch, Vancouver, B.C. as the base rate used to determine interest rates charged by it for Canadian dollar loans to customers in Canada designated by them as the “prime rate” plus 6% per annum calculated monthly not in advance from the date due until paid.
28. **Workers Safety and Compensation** – The Tenant shall, in its use of and activities on the Lease Area, comply with all statutes, regulations, and orders from time to time in force respecting worker safety and compensation, and, upon request from the City, shall provide evidence of any required registration under any statute, regulation, or order respecting worker safety and compensation.
29. **Environmental Baseline Report** – Within NINETY (90) days after the Commencement Date, the Tenant shall obtain from an independent qualified environmental consultant approved by the City an environmental site assessment, audit, report or testing of the Lease Area in order to establish an environmental baseline for the Lease Area.
30. **Environmental Matters** – In section XXX, the following definitions apply:
- (a) “Contaminants” means:
 - (i) as defined in the *Environmental Management Act* (British Columbia), any biomedical waste, contamination, effluent, pollution, recyclable material, refuse, hazardous waste or waste;
 - (ii) matter of any kind which is or may be harmful to safety or health or to the environment; or
 - (iii) matter of any kind the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, release, remediation, mitigation or removal of which is now or is at any time required, prohibited, controlled, regulated or licensed under any Environmental Law;
 - (b) “Environmental Law” means any past, present or future common law, enactment, statute, regulation, order, bylaw or permit, and any requirement, standard or guideline of any federal, provincial or local government authority or agency having jurisdiction, relating to the environment, environmental protection, pollution or

public or occupational safety or health.

31. The Tenant covenants and agrees with the City to:
- (a) carry on and conduct its activities in, on, and from the Lease Area in compliance with all Environmental Laws;
 - (b) not permit the storage, use, handling, manufacture, unloading, loading, treatment, disposal or introduction into the environment of any Contaminants in, on, under or from the Lease Area, except in compliance with all Environmental Laws;
 - (c) immediately notify the City of the occurrence of any of the following and provide the City with copies of all relevant documentation in connection therewith:
 - (i) a release of Contaminants in, on or about the Lease Area, or any adjacent land; or
 - (ii) the receipt of any citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from any person that is related to any Environmental Law;
 - (d) promptly provide to the City a copy of any environmental site assessment, audit, report or test results relating to the Lease Area conducted at any time by or for the Tenant;
 - (e) if the City suspects that the Tenant has not complied with its obligations under this section, obtain from an independent environmental consultant approved by the City an environmental site assessment, audit, report or testing of the Lease Area and conduct or cause to be conducted any additional investigations that the environmental consultant may recommend, all in order to determine compliance of the Lease Area with Environmental Laws; and
 - (f) upon the expiry or earlier termination of this Agreement, obtain from an independent environmental consultant, approved by the City, an environmental site assessment, audit, report or testing of the Lease Area and promptly remove any Contaminants arising from the Tenant's use or occupation of the Lease Area in a manner that conforms to Environmental Laws governing their removal.
32. **No Assignment or Sublease** – The Tenant may not assign this Agreement or the benefit of this Agreement, or sublet the Lease Area or any part of the Lease Area, without the prior written consent of the City, nor may the Tenant charge, mortgage, or encumber, or purport to charge, mortgage, or encumber the Tenant's interest in the Lease Area or this Agreement without the prior written consent of the City. Notwithstanding the foregoing, the Tenant may sublease the Lease Area to Island Ferry Services Ltd. or an affiliate (as defined in the *Canada Business Corporations Act*) of Island Ferry Services Ltd. or of the Tenant. The Tenant will deliver to the City copies of all subleases when they have been executed and delivered.

33. **Termination Due to Default** – If and whenever:

- (a) the Tenant fails to pay any rent or other amount owing under this Agreement when due, whether or not demanded by the City;
- (b) the Tenant fails to observe or perform any of its obligations under this Agreement and the Tenant has not, within SEVEN (7) days after notice from the City specifying the default, cured the default, or if the cure reasonably requires a longer period, the Tenant has not commenced to cure the default within the SEVEN (7) day period and thereafter does not diligently pursue the cure of such default;
- (c) re-entry is permitted under other terms of this Agreement;
- (d) without the consent of the City, the Lease Area is vacant for TEN (10) days or more;
- (e) a receiver is appointed to control the conduct of the business of the Tenant on or from the Lease Area;
- (f) the Tenant becomes bankrupt or insolvent or takes the benefit of any legislation in force for bankrupt or insolvent debtors;
- (g) proceedings are instituted for the winding-up or termination of the corporate existence of the Tenant;
- (h) without the consent of the City, the Tenant abandons or attempts to abandon the Lease Area or disposes of the bulk of its goods and chattels on the Lease Area;
- (i) the Term or any of the goods or chattels on the Lease Area are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage; or
- (j) the Tenant permits a builders lien to arise in respect of the Lands and to remain registered against title to the Lands for more than SIXTY (60) days,

then the City may re-enter and take possession of the Lease Area as though the Tenant or other occupant was holding over after the expiration of the Term and this Agreement may, at the City's option, be immediately terminated by notice left at the Lease Area.

34. **Right to Relet** – If the City re-enters the Lease Area, it may, at its option and without terminating the Tenant's rights, make alterations and repairs to facilitate reletting and relet the Lease Area, or any part, as the Tenant's agent for such period of time and at such rent and on such other terms and the City wishes. Upon reletting, all rent and monies received by the City shall be applied, first, to the payment of indebtedness other than Rent due from the Tenant to the City, second to the payment of costs and expenses of the reletting including brokerage, legal and repair expenses, and third to the payment of Rent due and unpaid under this Agreement. The residue, if any, shall be applied to the payment of future rent as it becomes due and payable. If at any time the rent received from the reletting is

less than the Rent, the Tenant shall pay the deficiency to the City to be calculated and paid monthly.

35. **Re-entry** – No re-entry or entry shall be construed as an election by the City to terminate this Agreement unless a written notice of intention to terminate is given to the Tenant (which may be given by way of notice left at the Lease Area). Despite a reletting without termination, the City may elect at any time to terminate this Agreement for a previous breach.
36. **Distress** – If and whenever the Tenant is in default of the payment of any money, including rent, whether expressly reserved by this Agreement or deemed as rent, the City may without notice or any form of legal process whatsoever, enter the Lease Area and seize, remove and sell the Tenant's goods, chattels and equipment and seize, remove, and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained on the Lease Area, notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the City's right of distress.
37. **State of Lease Area Upon Expiry or Termination** – Upon the expiry or earlier termination of this Agreement, the Tenant shall leave the Lease Area in a good, neat and tidy condition and otherwise in the condition they are required to be kept by the Tenant during the Term under the provisions of this Agreement. If the Tenant does not do so, the City may do so on behalf of the Tenant and any amounts paid by the City in putting the Lease Area into the condition required, together with all costs and expenses of the City, will be reimbursed to the City by the Tenant on demand, plus a 15% administration fee, together with interest at the rate specified in section XXX. The City's rights and the Tenant's obligations under this section shall survive the expiry or earlier termination of this Agreement.
38. **Ownership of Improvements** – The City and the Tenant agree that the title to and ownership of all buildings, structures, and improvements on the Lease Area, and all alterations, additions, changes, substitutions, or improvements thereto will at all times during the Term be vested in the Tenant, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of them in the owner of the freehold. Upon the expiry or earlier termination of this Agreement, all buildings, structures, and improvements on the Lease Area, and all alterations, additions, changes, substitutions, or improvements thereto, shall, without compensation to the Tenant, become the permanent property of the City, though the City shall have the option of requiring or compelling the Tenant to remove the improvements in accordance with section XXX of this Agreement.
39. **Required Improvement Removal** – Notwithstanding anything to the contrary in this Agreement, the City may, by providing written notice to the Tenant within TWENTY ONE (21) days following termination or expiry of this Agreement, require that the Tenant remove any or all improvements done by or on behalf of the Tenant during the Term. Upon such notice, the specified improvements shall become the property of the Tenant and the Tenant shall remove such improvements within TWENTY ONE (21) days of receipt of such

notice, failing which the City may, without notice or compensation to the Tenant, dispose of such improvements as it sees fit and the Tenant shall reimburse the City for its costs of doing so (including a 15% administration fee) within TWENTY ONE (21) days of receipt of an invoice from the City. The City's rights and the Tenant's obligations under this section shall survive the expiry or earlier termination of this Agreement.

40. **Remedies Cumulative** – No reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City is entitled to commence and maintain an action against the Tenant to collect any Rent not paid when due, without exercising the option to terminate this Agreement.
41. **Holding Over** – If the Tenant continues to occupy the Lease Area after the expiration of the Term, then, without any further written agreement, the Tenant shall be a monthly lessee paying monthly rent in an amount determined by the City and subject always to the other provisions in this Agreement insofar as the same are applicable to a month-to-month tenancy and nothing shall preclude the City from taking action for recovery of possession of the Lease Area.
42. **Lease Not in Registrable Form** – The City is under no obligation to at any time deliver this Agreement or any instrument creating this Agreement to the Tenant in a form registrable under the *Land Title Act* (British Columbia), and the Tenant will not seek to register this Agreement or apply to the City's Approving Officer for approval of a leasehold subdivision plan.
43. **Waiver or Non-Action** – Waiver by the City of any breach by the Tenant of any of its obligations under this Agreement shall not be considered to be a waiver of any subsequent default or continuing default by the Tenant. Failure by the City to take any action in respect of any breach of any Tenant obligation under this Agreement by the Tenant shall not be considered to be a waiver of such obligation.
44. **Conditions** – All of the Tenant's obligations under this Agreement shall be deemed and construed to be both conditions and covenants as though the words specifically expressing covenants or conditions or used in each separate provision respecting each such obligation.
45. **No Joint Venture** – Nothing contained in this Agreement creates the relationship of principal and agent or of partnership, joint venture or business enterprise or entity between the parties or gives the Tenant any power or authority to bind the City in any way.
46. **Interpretation** – In this Agreement:
 - (a) reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;

- (b) a particular numbered section or lettered Schedule is a reference to the correspondingly numbered section or lettered Schedule of this Agreement;
 - (c) an "enactment" is a reference to an enactment as that term is defined in the Interpretation Act (British Columbia) on the day this Agreement is made;
 - (d) any enactment is a reference to that enactment as amended, revised, consolidated or replaced;
 - (e) section headings are inserted for ease of reference and are not to be used in interpreting this Agreement;
 - (f) a "party" is a reference to a party to this Agreement;
 - (g) time is of the essence; and
 - (h) where the word "including" is followed by a list, the contents of the list shall not circumscribe the generality of the expression immediately preceding the word "including".
47. **Notices** – Where any notice, request, direction or other communication (any of which is a "Notice") is to be given or made by a party under the Agreement, it shall be in writing and is effective if delivered in person or sent by mail to the address above. A Notice is deemed given if delivered in person, when delivered or if by mail, FIVE (5) days following deposit with Canada Post. A party may change its address by giving notice to the other party in accordance with this section.
48. **City Discretion** – Wherever in this Agreement the approval or consent of the City is required, some act or thing is to be done to the City's satisfaction, the City is entitled to form an opinion, or the City is given the sole discretion:
- (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the City or its authorized representative;
 - (b) the approval, consent, opinion or satisfaction is in the discretion of the City, acting reasonably;
 - (c) sole discretion is deemed to be the sole, absolute and unfettered discretion of the City; and
 - (d) no public law duty of procedural fairness or principle of natural justice shall have any application to such approval, consent, opinion, satisfaction or discretion.
49. **No Effect on Law or Powers** – Nothing contained or implied herein prejudices or affects the City's rights and powers in the exercise of its functions under the *Community Charter* (British Columbia), the *Local Government Act* (British Columbia), or any other enactment to

the extent the same are applicable to the Lease Area, all of which may be fully and effectively exercised in relation to the Lease Area as if this Agreement had not been fully executed and delivered.

50. **Severance** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

- 51. **Binding on Successors** – This Agreement enures to the benefit of and is binding upon the parties and their respective successors and assigns, notwithstanding any rule of law or equity to the contrary.
- 52. **Law of British Columbia** – This Agreement shall be construed according to the laws of the Province of British Columbia.
- 53. **Counterparts** – This Agreement may be executed by the parties in counterpart, and the counterparts may be delivered in facsimile.
- 54. **Schedules** – The following are the Schedules to this agreement and form an integral part of this Agreement:
 - Schedule "A" – Sketch Plan showing Lease Area
 - Schedule "B" – Insurance Requirements
- 55. **Entire Agreement** – The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the Agreement.

As evidence of their agreement to be bound by the above terms, the City and the Tenant have each executed this Agreement below on the respective dates written below:

CITY OF NANAIMO by its authorized signatories:

Mayor:

Corporate Officer:

Date: _____

ISLAND FERRY TERMINALS LTD. by its authorized signatory:

Name: Dr. C. Stewart Vinnels, President & CEO

Date: _____

SCHEDULE "A"

Sketch Plan Showing Lease Area

SCHEDULE "B"Insurance Requirements

The Tenant shall obtain and maintain:

- (a) comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the Tenant's use and occupation of the Lease Area in an amount of not less than \$5,000,000.00 per occurrence (or in such greater amount as may be required from time to time by the City);
- (b) course of construction insurance providing coverage for death, bodily injury, property loss and damage, and all other losses arising out of or in connection with the construction of any buildings or structures on the Lease Area, to an amount reasonably satisfactory to the City;
- (c) "all risks" property insurance for replacement cost of all of the Tenant's improvements, personal property and fixtures that are in the nature of trade fixtures; and
- (d) any other form or forms of insurance that the City may reasonably require from time to time in such amounts and for such perils against which a prudent tenant acting reasonably would protect itself in similar circumstances.

All policies of insurance required to be taken out by the Tenant shall be with companies satisfactory to the City and shall, unless otherwise approved in writing by the City:

- (a) name the City as an additional insured;
- (b) include that the City is protected notwithstanding any act, neglect or misrepresentation by the Tenant which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- (d) be primary and non-contributing with respect to any policies carried by the City and that any coverage carried by the City is in excess coverage;
- (e) not be cancelled or materially modified without the insurer providing the City with 30 days written notice stating when such cancellation is to be effective or identifying the modification;
- (f) not include a deductible greater than \$5,000.00 per occurrence;
- (g) include a cross liability clause; and
- (h) be on other terms acceptable to the City, acting reasonably.

ATTACHMENT B

PARTNERING FRAMEWORK AGREEMENT

THIS AGREEMENT dated for reference the 2nd day of October, 2013 is

BETWEEN:

CITY OF NANAIMO, 455 Wallace Street, Nanaimo, B.C. V9R 5J6

(the "City")

AND:

ISLAND FERRY SERVICES LTD. (Inc. No. BC0643014), 303 – 1625 Oak Bay Avenue, Victoria, B.C. V8R 1B1

("IFSL")

AND:

TERMINALCO, _____

(the "Tenant")

WHEREAS:

- A. The City is the registered owner in fee simple of those lands and improvements located at 1 Port Drive, Nanaimo, B.C. legally described as:

Parcel Identifier: 029-036-500

Legal Description: Lot A Section 1 and Part of the Bed of the Public Harbour of Nanaimo City Plan EPP27507

(the "Lands");

- B. The City considers that the service of providing a passenger-only fast ferry service between Nanaimo and Vancouver (the "Service") is an undertaking and an activity that is of important economic and social value to the City and its inhabitants;
- C. The *Community Charter* authorizes the City to enter into a partnering agreement with another party for the provision of a service on behalf of the City and to provide assistance to a business in accordance with that agreement;
- D. The City wishes to engage IFSL to establish, operate, administer, market, manage and promote the Service and the City will, in accordance with the terms of this Agreement and on the conditions set out herein, provide assistance to IFSL, in the form of a servicing agreement, to facilitate IFSL providing the Service;

NOW THEREFORE in consideration of the mutual promises, obligations and agreements contained herein, and the payment of TEN DOLLARS (\$10.00) by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions – In this Agreement:

- (a) “Business Day” means a day other than a Saturday, Sunday or statutory holiday in B.C.
- (b) “Commercial Lender” means _____.
- (c) “Lease Agreement” means a lease of the Lease Area in the form attached as Schedule A.
- (d) “Lease Area” means that portion of the Lands shown outlined in bold on the sketch plan attached as Schedule A to the Lease Agreement.
- (e) “Partnering Commencement Date” means _____.
- (f) “Servicing Agreement” means an agreement for the provision of the Service in the form attached as Schedule B.
- (g) “Service Fee” means the service fee payable by the City to IFSL under the Servicing Agreement.
- (h) “Sublease Agreement” means a sublease of the Lease Area in the form attached as Schedule C.

ARTICLE 2 PARTNERING ARRANGEMENT

- 2.1 **Service** – IFSL agrees to undertake and provide the Service on behalf of the City on the terms and conditions of the Servicing Agreement. [NTD: Servicing Agreement will set out nature of service, term, required number of sailings, City’s payment of \$125K service fee for first 5 years, sharing of parking revenues, IFSL’s payment of \$0.25 participation fee, termination, insurance, etc. Servicing Agreement and Lease Agreement will cross-reference one another re default, termination, etc.]
- 2.2 **Lease** – The City agrees to lease the Lease Area to the Tenant and the Tenant agrees to accept a lease of the Lease Area on the terms and conditions of the Lease Agreement. [NTD: Lease Agreement will set out lease area, term, relocation requirements, rent and rent reviews, limitations on use of lands, termination, environmental liability, insurance, etc. Lease Agreement will allow tenant to sublease to IFSL. Lease Agreement and Servicing Agreement will cross-reference one another re default, termination, etc.]

- 2.3 **Sublease** – The Tenant agrees to sublease the Lease Area to IFSL and IFSL agrees to accept a sublease of the Lease Area on the terms and conditions of the Sublease Agreement.

ARTICLE 3 CONDITIONS PRECEDENT

- 3.1 **Conditions Precedent** – The agreements contemplated by this Agreement are conditional upon the fulfillment of the following conditions:

- (a) On or before _____, 2013,
- (b) _____;
- (c) _____.

The parties agree that the conditions precedent set forth above are for the benefit of all parties and may not be waived. If those conditions precedent are not satisfied or extended by written agreement of the parties or their solicitors within the time provided herein, this Agreement shall automatically terminate.

ARTICLE 4 DELIVERY OF DOCUMENTS

- 4.1 **Commencement of Partnering** – On or before the Partnering Commencement Date:

- (a) the City and the Tenant will each execute and deliver the Lease Agreement;
- (b) the Tenant and IFSL will each execute and deliver the Sublease Agreement; and
- (c) IFSL and the City will each execute and deliver the Servicing Agreement.

ARTICLE 5 REPRESENTATIONS, WARRANTIES, AND COVENANTS

- 5.1 **IFSL's Representations, Warranties, and Covenants** – IFSL hereby represents and warrants to the City that the following are true on the date IFSL executes this Agreement, and covenants with the City that the following will be true on the Partnering Commencement Date:

- (a) IFSL has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement;
- (b) IFSL has the power and capacity to enter into and carry out the transactions provided for in this Agreement;
- (c) IFSL is in good standing with the Registrar of Companies for British Columbia and has made all necessary filings with that registrar as required by the *Business Corporations Act* (British Columbia); and

- (d) IFSL is duly incorporated and validly existing under the laws of British Columbia and has the power and capacity to enter into and carry out the transactions provided for in this Agreement.

5.2 **Tenant's Representations, Warranties, and Covenants** – The Tenant hereby represents and warrants to the City that the following are true on the date the Tenant executes this Agreement, and covenants with the City that the following will be true on the Partnering Commencement Date:

- (a) the Tenant has taken all necessary or desirable actions, steps and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement;
- (b) the Tenant has the power and capacity to enter into and carry out the transactions provided for in this Agreement;
- (c) the Tenant is in good standing with the Registrar of Companies for British Columbia and has made all necessary filings with that registrar as required by the *Business Corporations Act* (British Columbia); and
- (d) the Tenant is duly incorporated and validly existing under the laws of British Columbia and has the power and capacity to enter into and carry out the transactions provided for in this Agreement.

ARTICLE 6 MISCELLANEOUS

6.1 **Further Assurances** – The parties will execute and deliver all such further documents, deeds, and instruments, and do and perform such other acts, as may be reasonably necessary to give full effect to the intent and meaning of this Agreement.

6.2 **Notice** – Any notice, direction, demand, approval, certificate, or waiver (any of which constitutes a “Notice” under this section) which may be or is required to be given under this Agreement will be in writing and be delivered to the applicable address set out above, or to such other address of which notice has been given as provided in this section. Any Notice that is delivered is to be considered given on the day it is delivered, except that if that day is not a Business Day the Notice is to be considered given on the next Business Day after it is sent.

6.3 **No Effect on Powers** – This Agreement does not, and nothing herein shall:

- (a) affect or limit the discretion, rights, duties, or powers of the City under the common law or any statute, bylaw, or other enactment;
- (b) affect or limit the common law or any statute, bylaw, or other enactment applying to IFSL, the Tenant, or the Lands; or

- (c) relieve IFSL or the Tenant from complying with any common law or any statute, regulation, bylaw, or other enactment.

6.4 **Time of Essence** – The parties agree that time is of the essence of this Agreement.

6.5 **Interpretation** – In this Agreement:

- (a) all dollar amounts referred to in this Agreement are in Canadian dollars;
- (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) the term “enactment” has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (e) reference to any enactment includes any regulations, orders, or directives made under the authority of that enactment;
- (f) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced from time to time, unless otherwise expressly provided;
- (g) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section, or Schedule of this Agreement, and any Schedules to this Agreement form part of this Agreement; and
- (h) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

6.6 **Tender** – Any tender of documents or money to be made upon a party may be made at that party’s address set out in this Agreement or upon their solicitor.

6.7 **No Other Agreements** – This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other representations, warranties, promises, and agreements regarding its subject.

6.8 **Assignment** – Neither IFSL nor the Tenant may assign all nor any part of this Agreement, or the benefit hereof, without the prior written consent of the City, which may be withheld arbitrarily and without reason.

6.9 **Benefit** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

6.10 **Schedules** – The following are Schedules to this Agreement and form an integral part of this Agreement:

- Schedule A – Lease Agreement
- Schedule B – Servicing Agreement
- Schedule C – Sublease Agreement

6.11 **Modification** – This Agreement may not be modified except by an instrument signed in writing by the parties, except that the Partnering Commencement Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.

6.12 **Governing Law** – This Agreement will be governed by and construed in accordance with the laws of British Columbia.

6.13 **Counterparts** – This Agreement may be executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute this Agreement.

As evidence of their agreement to the terms and conditions contained in this Agreement, and as evidence of their agreement to be bound contractually by those terms and conditions, the parties have executed and delivered this Agreement on the date set out below:

CITY OF NANAIMO, by its authorized signatories:)
)
)
_____)
Name)
)
_____)
Name)
)
_____)
Date)

ISLAND FERRY SERVICES LTD., by its authorized signatories:)
)
)
_____)
Name)
)
_____)
Name)
)
_____)
Date)

TERMINALCO, by its authorized signatories:)
)
)
_____)
Name)
)
_____)
Name)
)
_____)
Date)

SCHEDULE A

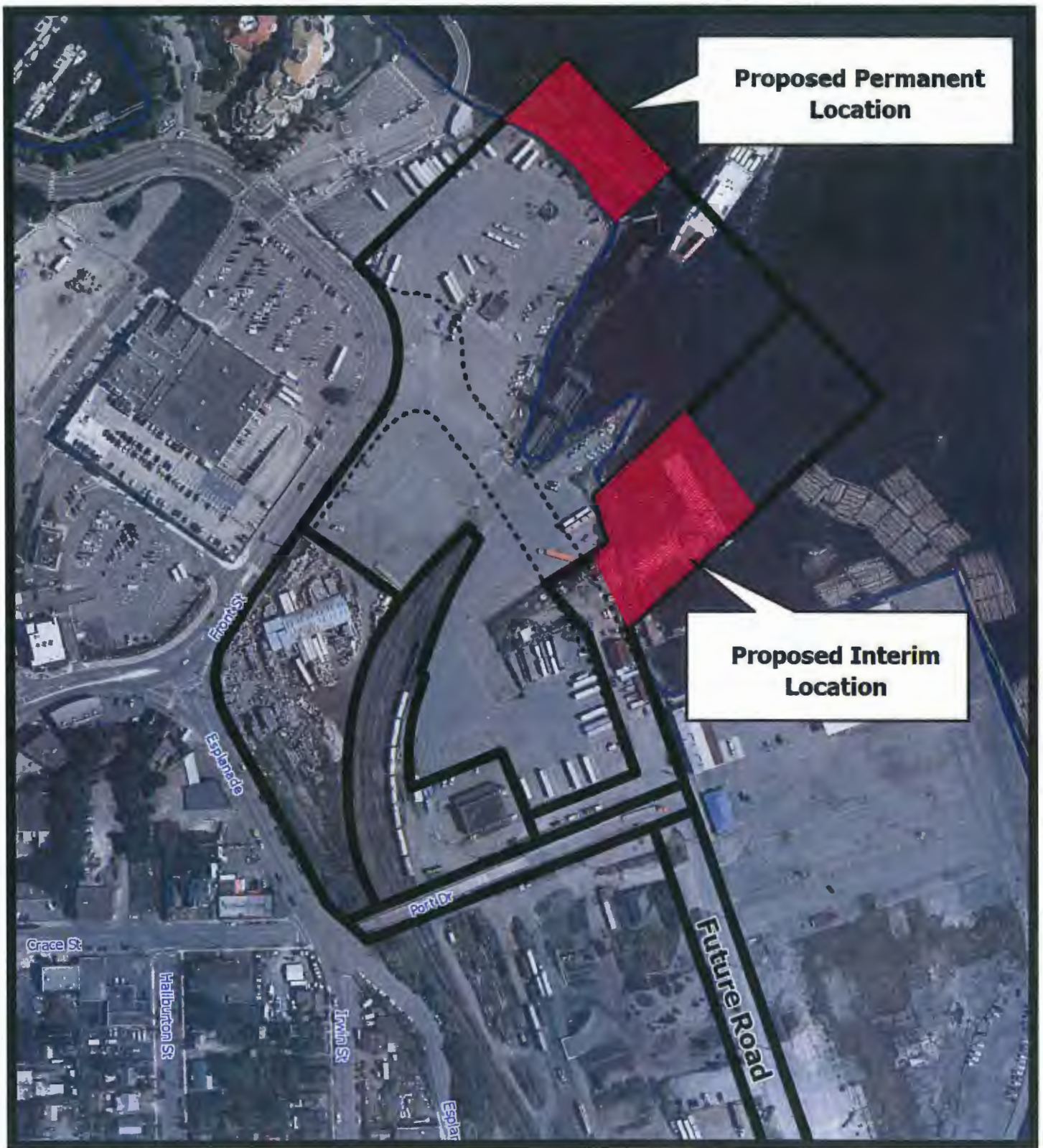
LEASE AGREEMENT

SCHEDULE B

SERVICING AGREEMENT

SCHEDULE C

SUBLEASE AGREEMENT



Island Ferry Services Ltd
Potential Terminal Locations at
1 Port Drive

ATTACHMENT D

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Ridership & parking demand										
One way ridership (Delcan, 2012 report)	666,650	1,031,770	1,055,000	1,073,000	1,089,000	1,105,500	1,122,000	1,138,500	1,156,000	1,173,500
One way ridership variable by reader	439,989	680,968	696,300	708,180	718,740	729,630	740,520	751,410	762,960	774,510
One way ridership from Nanaimo (65% Nanaimo origin)	285,993	442,629	452,595	460,317	467,181	474,260	481,338	488,417	495,924	503,432
Divide by 2 for over and back	142,996	221,315	226,298	230,159	233,591	237,130	240,669	244,208	247,962	251,716
Parker vehicles (estimated passengers arriving by vehicle)	107,247	165,986	169,723	172,619	175,193	177,847	180,502	183,156	185,972	188,787
Average number of passengers arriving in a vehicle (vehicle occupancy)	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Annual demand for stalls (vehicles divided by occupants)	85,798	132,789	135,779	138,095	140,154	142,278	144,401	146,525	148,777	151,029
Number of stalls required	235	364	372	378	384	390	396	401	408	414
Number of stalls available under Service Agreement with City	60	60	60	60	60	60	60	60	60	60
Annual number of stalls rented on City land	85,798	132,789	135,779	138,095	140,154	142,278	144,401	146,525	148,777	151,029
Annual number of overflow stalls required	63,898	110,889	113,879	116,195	118,254	120,378	122,501	124,625	126,877	129,129
Average # days parked	1.00	1.05	1.1	1.15	1.20	1.20	1.20	1.20	1.20	1.20
Net Parking Revenue (NPR) from stalls on City land										
Gross parking revenue (at a \$6.00 average daily parking rate)	\$ 6.00 \$ 131,400	\$ 131,400	\$ 131,400	\$ 131,400	\$ 131,400	\$ 131,400	\$ 131,400	\$ 131,400	\$ 131,400	\$ 131,400
Administration & collection costs (per DTZ Barnicke report)	20.0% \$ (26,280)	\$ (26,280)	\$ (26,280)	\$ (26,280)	\$ (26,280)	\$ (26,280)	\$ (26,280)	\$ (26,280)	\$ (26,280)	\$ (26,280)
Initial costs to create stalls (pave, barriers, fencing, lining, collection machinery)	\$ (150,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Parking Revenue from City stalls	\$ (44,880)	\$ 105,120	\$ 105,120	\$ 105,120	\$ 105,120	\$ 105,120	\$ 105,120	\$ 105,120	\$ 105,120	\$ 105,120
NPR split:										
City 50%	\$ (22,440)	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560
IFSL 50%	\$ (22,440)	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560
	\$ (44,880)	\$ 105,120	\$ 105,120	\$ 105,120	\$ 105,120	\$ 105,120	\$ 105,120	\$ 105,120	\$ 105,120	\$ 105,120
Revenue to City from IFSL										
Estimated existing revenue										
Minimum rent (equivalent to existing rent & taxes, CPI indexed)	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 71,400	\$ 72,828	\$ 74,285	\$ 75,770	\$ 77,286
Incremental revenue										
One way ridership varied by reader	439,989	680,968	696,300	708,180	718,740	729,630	740,520	751,410	762,960	774,510
Participation rent (over and above minimum rent)	\$ 219,995	\$ 340,484	\$ 348,150	\$ 354,090	\$ 359,370	\$ 364,815	\$ 370,260	\$ 375,705	\$ 381,480	\$ 387,255
City share of NPR	\$ (22,440)	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560	\$ 52,560
Annual incremental revenue to City	\$ 267,555	\$ 463,044	\$ 470,710	\$ 476,650	\$ 481,930	\$ 488,775	\$ 495,648	\$ 502,550	\$ 509,810	\$ 517,101
Cum incremental revenue to City	\$ 267,555	\$ 730,599	\$ 1,201,309	\$ 1,677,959	\$ 2,159,889	\$ 2,648,664	\$ 3,144,312	\$ 3,646,861	\$ 4,156,671	\$ 4,673,772
Service Agreement Payments										
Obligation (\$125,000/quarter on a cumulative basis to a total of \$2.5 million)	\$ 500,000	\$ 732,446	\$ 769,401	\$ 798,691	\$ 822,041	\$ 340,111	\$ -	\$ -	\$ -	\$ -
Payments from Incremental revenue	\$ (267,555)	\$ (463,044)	\$ (470,710)	\$ (476,650)	\$ (481,930)	\$ (340,111)	\$ -	\$ -	\$ -	\$ -
Shortfall	\$ -	\$ 269,401	\$ 298,691	\$ 322,041	\$ 340,111	\$ -	\$ -	\$ -	\$ -	\$ -
Service Agreement obligation remaining	\$ 2,500,000	\$ 2,232,446	\$ 1,769,401	\$ 1,298,691	\$ 822,041	\$ 340,111	\$ -	\$ -	\$ -	\$ -
Incremental revenue after Service Agreement payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,664	\$ 495,648	\$ 502,550	\$ 509,810	\$ 517,101
Cum incremental revenue after Service Agreement payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,664	\$ 644,312	\$ 1,146,861	\$ 1,656,671	\$ 2,173,772

SPECIAL "IN CAMERA" MINUTES
COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS
DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE
80 COMMERCIAL STREET, NANAIMO, BC
MONDAY, 2013-DEC-16, AT 5:33 P.M.

PRESENT: Mayor J. R. Ruttan, Chair

Members: Councillor G. Anderson
Councillor W. L. Bestwick
Councillor M. D. Brennan
Councillor G. E. Greves
Councillor D. K. Johnstone
Councillor W. B. McKay

Absent: Councillor J. A. Kipp
Councillor J. F. K. Pattje

Staff: E. C. Swabey, City Manager
T. M. Hickey, General Manager of Community Services
I. Howat, General Manager of Corporate Services
T. L. Hartley, Director of Human Resources and Organizational Planning
D. Lindsay, Director of Community Development (arrived at 6:33 p.m.)
B. Corsan, Manager of Real Estate (arrived at 6:33 p.m.)
C. Jackson, Manager of Legislative Services (arrived at 6:33 p.m.)

1. CALL THE OPEN MEETING TO ORDER:

The Special "In Camera" Meeting was called to order at 5:33 p.m.

2. ADOPTION OF AGENDA:

10013 It was moved and seconded that the Agenda be adopted. The motion carried unanimously.

3. ADOPTION OF MINUTES:

10113 It was moved and seconded that the Minutes of the Special "In Camera" Meeting of Council held Monday, 2013-DEC-02 at 5:31 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

4. ADMINISTRATION:

(a) Management Compensation

10213 It was moved and seconded that Council:

1. approve the application of a 2.5% across-the-board increase for management pay bands 4 to 8;
2. approve the application of a 2.25% across-the-board increase for management pay bands A to C, incorporate transportation allowances into the salaries of employees who receive these allowances as part of their compensation package ("grand-parented" employees) and delete the paragraph on "grand-parented" employees from the Council Transportation Allowance policy (per Attachment "B"); and,
3. direct Staff to replace the 1991 Council Exempt Compensation policy, effective January 1, 2014, as follows:

"The City will provide annual salary adjustments to exempt/management employees that are consistent with the across-the-board increases approved for CUPE Local 401, and will conduct an independent review of exempt/management compensation every 3 years in relation to B.C. municipal comparators to assess whether further adjustments may be required to maintain pace with the market."

The motion carried.

Opposed: *Councillors Bestwick and McKay*

5. CORPORATE SERVICES:

(a) Update on Island Ferry Services Ltd. Efforts to Establish Foot Passenger Ferry Service

10313 It was moved and seconded that Council receive the report regarding the update of Island Ferry Services Ltd. efforts to establish a foot passenger ferry service for information. The motion carried unanimously.

10413 It was moved and seconded that the Special "In Camera" Meeting be recessed until the Regular Council Meeting is adjourned. The motion carried unanimously.

The Special "In Camera" Council Meeting recessed at 6:59 p.m.

The Special "In Camera" Council Meeting reconvened at 9:07 p.m.

6. ADJOURNMENT:

10613 It was moved and seconded at 9:21 p.m. that the "In Camera" Meeting terminate.
The motion carried unanimously.

M A Y O R

CERTIFIED CORRECT:

CORPORATE OFFICER