

AGENDA "IN CAMERA" COUNCIL MEETING

Monday, January 21, 2019, 5:30 P.M. - 7:00 P.M. DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE 80 COMMERCIAL STREET, NANAIMO, BC

1. APPROVAL OF THE AGENDA:

That Council, in accordance with Section 90(1) of the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

1. Adoption of Agenda

5(a). - 90(1)(i)

5(b). - 90(1)(c)

Section 90(1):

(c) labour relations or other employee relations; and,

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

2. ADOPTION OF THE MINUTES:

a. Minutes

Minutes of the "In Camera" Council Meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, Nanaimo, BC, on Monday, 2018-DEC-17, at 5:00 p.m.

3. PRESENTATIONS:

4. CONSENT ITEMS:

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5. REPORTS

6. CORRESPONDENCE:

7. ADJOURNMENT OF "IN CAMERA" MEETING:

"IN CAMERA" MINUTES

COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE, 80 COMMERCIAL STREET, NANAIMO, BC MONDAY, 2018-DEC-17 AT 5:00 P.M.

Mayor L. Krog Present: Councillor S. D. Armstrong (vacated 5:04 p.m., returned 5:41 p.m.) Councillor D. Bonner Councillor T. Brown (vacated 5:42 p.m., returned 5:45 p.m.) Councillor B. Geselbracht Councillor E. Hemmens (vacated 5:42 p.m., returned 5:45 p.m.) Councillor Z. Maartman Councillor I. W. Thorpe Councillor J. Turley Staff: J. Rudolph, Chief Administrative Officer R. J. Harding, Director of Parks and Recreation (arrived 5:52 p.m., vacated 6:06 p.m.) D. Lindsay, Director of Community Development (arrived 5:42 p.m., vacated 5:45 p.m.) J. Van Horne, Director of Human Resources (arrived 6:07 p.m.) L. Bhopalsingh, Manager, Community and Cultural Planning (arrived 5:42 p.m., vacated 5:45 p.m.) E. Williams, Manager, Recreation Services (arrived 5:52 p.m., vacated 6:06 p.m.) C. Barfoot, Recreation Coordinator, Community and Cultural Planning (arrived 5:42 p.m., vacated 5:45 p.m.) S. Gurrie, City Clerk S. Snelgrove, Deputy Corporate Officer (vacated 6:07 p.m.) K. Gerard, Recording Secretary (vacated 6:07 p.m.)

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

The "In Camera" Meeting was called to order at 5:01 p.m.

2. <u>ADOPTION OF AGENDA:</u>

It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

Councillor Armstrong vacated the Douglas Rispin Room at 5:04 p.m., stating a conflict of interest

3. <u>REPORTS:</u>



Councillor Armstrong entered the Douglas Rispin Room at 5:41 p.m. C. Barfoot, L. Bhopalsingh and D. Lindsay entered the Douglas Rispin Room at 5:42 p.m.

Councillors Brown and Hemmens vacated the Douglas Rispin Room at 5:42 p.m. stating a conflict of interest as they both wrote letters of support for a potential recipient of the award.

(b) <u>2019 Culture and Heritage Award Recipient Recommendations</u>

Introduced by Dale Lindsay, Director, Community Development.

It was moved and seconded that Council approve Mr. Dean Chadwick for the 2019 Honour in Culture award, the Nanaimo Historical Society for the 2019 Honour in Heritage award, and Mr. Nico Rhodes for the 2019 Emerging Cultural Leader award. The motion carried unanimously.

It was moved and seconded that Council rise and report regarding the appointment of Mr. Dean Chadwick for the 2019 Honour in Culture award, the Nanaimo Historical Society for the 2019 Honour in Heritage Award and Mr. Nico Rhodes for the 2019 Emerging Cultural Leader Award. The motion carried unanimously.

C. Barfoot, L. Bhopalsingh and D. Lindsay vacated the Douglas Rispin Room at 5:45 p.m. Councillors Brown and Hemmens returned to the Douglas Rispin room at 5:45 p.m.

(c) Appointments to the Board of Variance

Introduced by Sheila Gurrie, City Clerk.

It was moved and seconded that Council appoint Allan Dick and Kenneth Hample, to the Board of Variance for a three-year term ending 2021-DEC-16. The motion carried unanimously.

It was moved and seconded that Council instruct Staff to advise applicants of appointments, release appointment information to the public and include appointments on a future open Council meeting agenda. The motion carried unanimously.

MINUTES –"IN CAMERA" COUNCIL 2018-DEC-17 PAGE 3

R. Harding and E. Williams entered the Douglas Rispin Room at 5:52 p.m.

(d) <u>Update on Tourism Services</u>

Richard Harding, Director, Parks and Recreation, and Elizabeth Williams, Manager, Recreation Services, provided council with a background and summary of the Tourism Services contract and the successful applicant, Tourism Vancouver Island.

It was moved and seconded that the report titled "Update on Tourism Services", dated 2018-DEC-17, be received for information. The motion carried unanimously.

It was moved and seconded that Council rise and report regarding Tourism Services, once the contract has been fully executed. The motion carried unanimously.

R. Harding and E. Williams vacated the Douglas Rispin Room at 5:52 p.m.

- J. Van Horne entered the Douglas Rispin Room at 6:07 p.m.
- S. Snelgrove and K. Gerard vacated the Douglas Rispin room at 6:07 p.m.
 - (e) <u>Human Resources Update</u>

John Van Horne, Director, Human Resources, provided Council with an update regarding the Chief Administrative Officer position.

It was moved and seconded that Council authorize the Mayor to execute the Chief Administrative Officer's Employment Agreement, consistent with terms set out in the draft employment agreement, with an end date of December 31, 2019. The motion carried unanimously.

It was moved and seconded that upon execution of the Chief Administrative Officer's Employment Agreement, Staff issue a news release from the Mayor, stating general terms of the employment agreement and that it passed unanimously. The motion carried unanimously.

4. <u>ADJOURNMENT:</u>

It was moved and seconded at 6:26 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

CERTIFIED CORRECT:

CHAIR

CORPORATE OFFICER



MERGED "IN CAMERA" COUNCIL MEETING

Monday, January 21, 2019, 5:30 P.M. - 7:00 P.M. DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE 80 COMMERCIAL STREET, NANAIMO, BC

1. APPROVAL OF THE AGENDA:

That Council, in accordance with Section 90(1) of the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

1. Adoption of Agenda

5(a). Protocol Agreement Working Group - 90(1)(k) and 90(2)(b)

5(b).	90(1)(i)	
5(c).	- 90(1)(c)	
5(d).		90(1)(g)(i)

Section 90(1):

(c) labour relations or other employee relations;

(g) litigation or potential litigation affecting the municipality;

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

(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; and,

Section 90(2):

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

Pages

2. ADOPTION OF THE MINUTES:

a. Minutes

Minutes of the "In Camera" Council Meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, Nanaimo, BC, on Monday, 2018-DEC-17, at 5:00 p.m.

- 3. PRESENTATIONS:
- 4. CONSENT ITEMS:

5. REPORTS

a. Protocol Agreement Working Group

To be introduced by Jake Rudolph, Chief Administrative Officer.

- 6. CORRESPONDENCE:
- 7. ADJOURNMENT OF "IN CAMERA" MEETING:



AGENDA SPECIAL "IN CAMERA" COUNCIL MEETING

Monday, January 14, 2019 4:30 P.M. - 6:30 P.M. DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE 80 COMMERCIAL STREET, NANAIMO, BC

SCHEDULED RECESS AT 5:30 P.M.

Pages

1. APPROVAL OF THE AGENDA:

That Council, in accordance with the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

1. Adoption of Agenda

4(a) West Coast League Baseball - Letter of Support Request - 90(1)(k)

4(b) Verbal Update on Temporary Supportive Housing - 90(1)(k) and 90(2)(b)

Section 90(1):

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

(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; and,

Section 90(2):

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

2. ADOPTION OF THE MINUTES:

a. Minutes

Minutes of the Special "In Camera" Council Meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC on Monday, 2018-DEC-10 at 4:30 p.m. 3 - 5

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b. Minutes

Minutes of the Special "In Camera" Council Meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC on Wednesday, 2018-DEC-12 at 10:38 a.m.

3. PRESENTATIONS:



4. REPORTS:

a. West Coast League Baseball - Letter of Support Request

To be introduced by Richard Harding, Director, Parks and Recreation.

Purpose: To obtain a letter of support from Council to the Serauxmen Amateur Baseball Society for application of an expansion team to the West Coast Baseball League.

Recommendation: That Council approve a letter of support to Serauxmen Amateur Baseball Society in their application to bring a West Coast Baseball League team to Nanaimo.

Rise and Report:

That Council direct Staff to proceed with a formal announcement and joint press releases if Nanaimo is successful in becoming an expansion team city for the West Coast Baseball League.

b. Verbal Update on Temporary Supportive Housing

To be introduced by Dale Lindsay, Director, Community Development.

5. ADJOURNMENT OF SPECIAL "IN CAMERA" MEETING:

SPECIAL "IN CAMERA" MINUTES COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE, 80 COMMERCIAL STREET, NANAIMO, BC MONDAY, 2018-DEC-10 AT 4:30 P.M. – 7:00 P.M.

Present: Mayor L. Krog Councillor S. D. Armstrong Councillor D. Bonner Councillor T. Brown Councillor B. Geselbracht Councillor E. Hemmens Councillor Z. Maartman Councillor I. W. Thorpe Councillor J. Turley Staff: J. Rudolph, Chief Administrative Officer D. Lindsay, Director of Community Development B. Sims, Director of Engineering and Public Works (arrived 4:36 p.m.) K. Fry, Fire Chief (vacated 4:47 p.m.) D. Laberge, Manager of Community Safety D. Thompson, A/Manager of Sanitation, Recycling & Public Works Administration (arrived 4:36 p.m., vacated 4:47 p.m.) S. Gurrie, City Clerk J. Vanderhoef, Recording Secretary

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

The Special "In Camera" Meeting was called to order at 4:30 p.m.

2. INTRODUCTION OF LATE ITEMS:

(a) Mayor Krog requested that the Agenda be reordered to review Agenda Item 6(b) -Tent City Update prior to other Agenda Items.

By unanimous consent the Agenda was reordered as follows:

6(a) Tent City Update

3. ADOPTION OF AGENDA:

It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as amended. The motion carried unanimously.

MINUTES – SPECIAL "IN CAMERA" COUNCIL 2018-DEC-10 PAGE 2

4. ADOPTION OF MINUTES:

It was moved and seconded that the Minutes of the "In Camera" Council Meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, on Monday, 2018-DEC-03 at 4:00 p.m. be adopted as circulated. The motion carried unanimously.

5. <u>REPORTS:</u>

(a) <u>Tent City Update</u>

Dave Laberge, Manager of Community Safety, provided an update regarding the disbandment of Discontent City and spoke regarding the following:

- Clean-up is underway
- Approximately 155 individuals have been moved to temporary housing units at Labieux Road or Terminal Avenue
- Issues clearing the site and surrounding area
- •
- Public Works Department has since removed most of the debris
- B. Sims and D. Thompson entered the Douglas Rispin Room at 4:36 p.m.
 - Next step is to spread lime and gravel over the site
 - Two excavators and a ground crew of four Public Works employees have been working to clean the site
 - 5 bins of garbage were removed from the site today, 5 yesterday, and 25 bins have been hauled away since the start of the encampment
 - Approximately five porta potties had to be purchased due to their poor condition
 - Spreading of lime and gravel is planned for Wednesday, 2018-DEC-12

Discussion took place regarding:

- Total cost of Discontent City
- Security of the site at 1 Port Drive
- Moving the purchased porta potties to other locations
- Improving relationships with communities surrounding the temporary housing units on Labieux Road and Terminal Avenue

K. Fry and D. Thompson vacated the Douglas Rispin Room at 4:47 p.m.

(b)		

The Special "In Camera" Council Meeting recessed at 6:00 p.m. The Special "In Camera" Council Meeting reconvened at 6:18 p.m.

6. <u>ADJOURNMENT:</u>

It was moved and seconded at 6:43 p.m. that the Special "In Camera" Meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" MINUTES COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE, 80 COMMERCIAL STREET, NANAIMO, BC WEDNESDAY, 2018-DEC-12 AT 10:38 A.M.

Present:	Mayor L. Krog Councillor S. D. Armstrong Councillor D. Bonner Councillor T. Brown Councillor B. Geselbracht Councillor E. Hemmens Councillor Z. Maartman Councillor I. W. Thorpe Councillor J. Turley
Staff:	J. Rudolph, Chief Administrative Officer L. Mercer, Acting Director of Financial Services S. Snelgrove, Deputy Corporate Officer

The Special "In Camera" Meeting recessed at 10:38 a.m. The Special "In Camera" Meeting reconvened at 10:55 a.m.

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

The Special "In Camera" Meeting was called to order at 10:55 a.m.

2. <u>ADOPTION OF AGENDA:</u>

It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. <u>REPORTS:</u>

L. Mercer, J. Rudolph and S. Snelgrove vacated the Douglas Rispin Room at 11:54 a.m.

L. Mercer, J. Rudolph and S. Snelgrove returned to the Douglas Rispin Room at 12:11 p.m.

4. ADJOURNMENT:

It was moved and seconded at 12:17 p.m. that the Special "In Camera" Meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

In Camera Report for Decision

File Number: A4-1-2 / D1-3-21

DATE OF MEETING JANUARY 14, 2019

AUTHORED BY RICHARD HARDING, DIRECTOR, PARKS AND RECREATION

SUBJECT WEST COAST LEAGUE BASEBALL – LETTER OF SUPPORT REQUEST.

OVERVIEW

Purpose of Report

To obtain a letter of support from Council to the Serauxmen Amateur Baseball Society for application of an expansion team to the West Coast Baseball League.

Reason for "In Camera"

(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.

Recommendation

That Council approve a letter of support to Serauxmen Amateur Baseball Society in their application to bring a West Coast Baseball League team to Nanaimo.

Resolution to Rise and Report

That Council direct Staff to proceed with a formal announcement and joint press releases If Nanaimo is successful in becoming an expansion team city for the West Coast Baseball League.

BACKGROUND

The Serauxmen Stadium was purchased by the City of Nanaimo in 2017 as part of a larger land deal by the City of Nanaimo from School District #68.

The Serauxmen Stadium Amateur Baseball Association (SSABA) was formed in 2018 to work with the City to co-manage the facility.

Staff have been working with the SSABA and a consultant in developing an overall improvement plan for the facility, which will be presented to Council in 2019. Field lighting project is planned for 2019-2020 and has been approved by Council. The lighting of this field will be a key start to the overall improvement and enhancement of the stadium. Nanaimo does not currently have a lit baseball diamond.

The West Coast League (WCL) is looking to expand for two additional Canadian teams for the 2020 season and Nanaimo has been shortlisted as one of the possible cities. WCL is a summer collegiate elite baseball league with a season running end of May to mid-August.

OPTIONS

- 1. That Council approve a letter of support to Serauxman Amateur Baseball Society in their application to bring a West Coast Baseball League team to Nanaimo.
 - Strategic Priorities Implication: Support development of Sport and Recreation in community.
- 2. Do not provide a letter of support to the Serauxman Amateur Baseball Society in their application to bring a West Coast Baseball League team to Nanaimo.
 - Strategic Priorities Implication: not support expansion or development of Sport and Recreation at this time.

SUMMARY POINTS

- Serauxman Stadium Amateur Baseball Society requires a letter of support from the City of Nanaimo (facility owners) for application of an expansion team to the West Coast Baseball League.
- Expansion locations are in confidence and why this an in-camera request
- An overall improvement plan for the facility will be presented to Council in 2019

ATTACHMENTS

Attachment A: Letter dated 2018-SEP-12 from Serauxmen Stadium Amateur Baseball Association.

Attachment B: Letter from BC Amateur Baseball Association dated 2018-SEP-11.

Submitted by:

Richard Harding

Director of Parks and Recreation



SEP 18 2018

2018-SEP-12

Dear Mayor and Council:

RE: Serauxmen Stadium Update and WCL Opportunity - In Confidence

This letter is a follow up to the Serauxmen Stadium Amateur Baseball Association's (SSABA) presentation to Council at the 2018-MAR-12 Committee of the Whole Meeting regarding improvement planning for the Serauxmen Stadium.

Since that time, SSABA has been working with City Staff and a design consultant, as per your direction, on creating an overall improvement plan for the Stadium. A draft has now been developed and we hope to present to the plan to Council in the Fall. The goal is to update this facility to meet the current and growing demand for youth and adult baseball in the community. In addition, a stadium that has the ability to host a variety of league and tournament event play as well as larger special events (i.e. Nationals, Provincials, All-Star games).

In addition to working on an improvement plan for the facility, SSABA has met with representatives of the West Coast League (WCL) executive and expansion committee members to bring a WCL team to Nanaimo for the 2020 season. WCL is planning an expansion for two additional Canadian teams for 2020, and Nanaimo has been shortlisted as one of the possible cities.

West Coast League is a summer (end of May to mid-August) collegiate elite baseball league with players from top NCAA and NAIA colleges, universities. and national teams. This will bring high calibre baseball to our community for players and spectators alike.

The attached letter outlines the WCL requirements at this time to move forward. Here are the key requirements:

- 1. Field lighting for night games, fully required for league acceptance plan, completion date, and implementation
- Establishment of a lease/user agreement for the Stadium, specifically related to issues such as concession and food services, beer sales, signage, field maintenance, scheduling scope for games, practices and other possible events, and use of the integral space within and around the facility
- 3. Establishment of alcohol license approvals for full-season sales, WCL events
- 4. Further stadium improvement plans discussed and agreed, with all stakeholders

The improvement plan that will be presented to Council will show a phased multi-year approach. The first, and one most critical for the WCL requirements, will be installation of field lighting. As Council will recall, lights were previously approved in the budget for 2017 Capital Plan if the Stadium was acquired. Staff have advised lights are in the draft 2019/2020 plan for Council's consideration. SSABA

is working on fundraising and grant opportunities to offset the cost of lights and other improvements. This would be the first and only lit baseball field in the community and will permit many more hours and months of use of this facility.

The planned stadium improvements will make our stadium one of the best both in the league and in Canada and has the potential to increase use of the field tenfold once the planned turf improvements have occurred, expanding use to all year which will benefit the growth of this sport to all users.

The next step would be Council providing a letter of support and to direct staff to work with SSABA and the WCL on an MOU if Nanaimo is to be successful in its bid to obtain a WCL team in the 2020 (and last planned) expansion.

Yours truly,

Jordale

Dr. Lorne Goodall, President Serauxmen Stadium Amateur Baseball Association



BC Amateur Baseball Association

310 15225 104th Ave, Surrey BC, V3R 6Y8

KECEIVED

SEP 18 2018

T:(604) 586-3310 F:(604) 586-3311 E:info1@baseball.bc.ca I; www.baseball.bc.ca

OR'S OFFICE

September 11, 2018

Lorne Goodall, President Serauxmen Stadium Renewal Society

Lorne,

I wanted to take a moment to both commend your efforts on all of the exciting work being proposed from a stadium improvements standpoint and to throw my personal support behind the Stadium Complex work being considered

British Columbia is arguably the best baseball province in Canada and upgrades like the ones being proposed at Serauxman Stadium would certainly add to the developmental tools available to the baseball community as a whole in this province. British Columbia is lacking in "Baseball" only complexes and we are certainly lacking in any that will likely be the envy of the baseball world. It is my hope that the upgrades being proposed at Serauxman Stadium will in part address this issue for the sport.

Programming that would stem from such a complex would be instrumental in further developing the young athletes from Vancouver Island, first and foremost, and from the entire province in the long run. Our Grass Roots programming at Baseball BC, as one example, will be a benefactor with the plans currently in place. I have found that when a sport gives children something to aspire towards, anything is possible for those very children. And there is no doubt that this upgraded facility will provide us many more years of inspiration.

Regional, National and International Championships would be possible now in the Nanaimo Area with the completion of this project as it would give the sport a facility capable of playing games at the highest level for additional hours in a day through the installation of lights.

I would also like to think that with the completion of the Serauxman Stadium complex, Baseball BC would very much be looking to expand upon our current partnership with community stakeholders and build new High Performance programming opportunities for those athletes involved in the highest level of our sport. Our Provincial Select teams could greatly benefit from the improvements and I am excited to think about the possibility or future Provincial Camps being held at the new Serauxman Stadium.

To you and the entire group working on this project, please accept my thanks on behalf of the game of baseball...your vision and efforts will make this a reality and our sport better for all of the people involved.

Yours in baseball,

David Laing Executive Director Baseball BC



AGENDA

SPECIAL "IN CAMERA" COMMITTEE OF THE WHOLE MEETING

Monday, January 14, 2019, 1:00 P.M. - 4:00 P.M. DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE 80 COMMERCIAL STREET, NANAIMO, BC

1. APPROVAL OF THE AGENDA:

That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

1. Adoption of Agenda

2(a). - 90(1)(e)

2(b). City of Nanaimo Relationships - 90(1)(e)(k) and 90(2)(b)

Section 90(1):

(e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;

(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; and,

Section 90(2):

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

2. REPORTS:

a.

Pages

b. City of Nanaimo Relationships Workshops

To be introduced by Dale Lindsay, Director of Community Development, and Richard Harding, Director of Parks and Recreation.

1. City of Nanaimo and Snuneymuxw First Nation Backgrounder 1:45 4 - 75 p.m. - 2:30 p.m.

To be introduced by Dale Lindsay, Director of Community Development.

Purpose: To provide Council with background information on the relationship between the City of Nanaimo and Snuneymuxw First Nations.

Recommendation: That the report City of Nanaimo and Snuneymuxw First Nation Backgrounder dated 2019-JAN-21 be received for information.

Resolution to Rise and Report:

To be released following the meeting, with the exception of the <u>underlined text</u>.

City of Nanaimo and Nanaimo Port Authority Backgrounder 2:30 p.m.
 - 3:15 p.m.

To be introduced by Dale Lindsay, Director of Community Development.

Purpose: To provide Council with background information on the relationship between the City of Nanaimo and the Nanaimo Port Authority.

Recommendation: That the report titled "City of Nanaimo and Nanaimo Port Authority Backgrounder" dated 2019-JAN-14 be received for information.

Resolution to Rise and Report:

To be released following the meeting with the exception of the underlined text.

3. City of Nanaimo and School District 68 Backgrounder 3:15 p.m. - 4:00 p.m.

To be introduced by Richard Harding, Director, Parks and Recreation.

Purpose: To provide Council with background information on the relationship between the City of Nanaimo and School District #68.

Recommendation: That the report titled "City of Nanaimo and School District #68 Backgrounder" dated 2019-JAN-14 be received for information.

Resolution to Rise and Report:

To be released following the meeting.

3. ADJOURNMENT OF "IN CAMERA" MEETING:

"In Camera" Information Report

DATE OF MEETING JANUARY 14, 2019

AUTHORED BY BILL CORSAN, DEPUTY DIRECTOR, COMMUNITY DEVELOPMENT

SUBJECT CITY OF NANAIMO AND SNUNEYMUXW FIRST NATION BACKGROUNDER

OVERVIEW

Purpose of Report

To provide Council with background information on the relationship between the City of Nanaimo and Snuneymuxw First Nations.

Reason for "In Camera"

Community Charter Section 90(1):

- the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- (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; and,

Section 90(2):

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

Resolution to Rise and Report

To be released following the meeting, wi

Recommendation

That the report "City of Nanaimo and Snuneymuxw First Nation Backgrounder" dated 2019-JAN-14 be received for information.

DISCUSSION

Snuneymuxw First Nation (SFN) are a Coast Salish people with a traditional territory composing lands in present day Nanaimo, Gabriola Island and the Fraser River.

Today, SFN has around 1,700 members living both on reserve lands and off reserve.

Within the city of Nanaimo, SFN have lands located within Indian Reserve (IR) #1 bounded by Sabiston Street and Irwin Street/Eaton Street to south of Woodhouse Street. These lands are

roughly 20ha (50 acres) in size and accommodate 100 homes plus the SFN Administration Offices, the Tuytaxun General Store, gymnasium, and daycare.

IR#2, #3 and #4 are located adjacent to the city border in Cedar. In recent years, a number of significant projects have taken place on these lands. A new 8,400 sq. ft. health and wellness building is nearing completion. The new Qwam Qwum Stuwixwulh is also under construction. This will include 18,000 sq. ft. with seven classrooms, two project rooms, a library, language room, Elders room, and a multi-use gymnasium space.

Governance

Chief and Council are elected into a four-year term position, with half the Council positions staggered with elections every two years. The Council is comprised of the Chief and ten councillors.

Treaty lands are not subject to municipal bylaws or taxation and there are no development approvals required from the City for development. Fee simple lands held directly or indirectly by SFN are subject to municipal bylaws and taxation. SFN works closely with Indigenous and Northern Affairs Canada (INAC) on development and infrastructure projects.

Petroglyph Development Group (PDG)

SFN established the Petroglyph Development Group (PDG) in March of 2016 to act as the Economic Development unit for the community.

PDG manages 100 acres of forest lands through the Mount Benson Forestry Lands LP.

In addition, PDG manages Saysutshun (Newcastle Island) through a BC Parks contract.

PDG also manages four fee-simple properties owned by SFN at 1150 and 1160 Maughan Road, 1130 Farquhar Street, and 2855 Departure Bay Road.

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SUMMARY POINTS

- The traditional territory of SFN comprises much of modern day Nanaimo.
- SFN Council is comprised of a Chief and ten Councilors elected for terms of four years.
- SFN has established the Petroglyph Development Group (as an at-arm's-length organization) to deliver economic development projects.
- The City and SFN have established a Protocol Agreement to provide a framework for the relationship.
- •

ATTACHMENTS

ATTACHMENT A: Protocol Agreement and Memorandum of Understanding

ATTACHMENT C: Community to Community Water Agreement ATTACHMENT D: Water Servicing Agreement to Indian Reserve Nanaimo River #2 and #4 ATTACHMENT E: Newcastle Island Collaborative Management Agreement

Submitted by:

Concurrence by:

Bill Corsan Deputy Director, Community Development Dale Lindsay Director, Community Development

ATTACHMENT A





PROTOCOL AGREEMENT

BETWEEN:

THE CITY OF NANAIMO, a Municipality in the Province of British Columbia, as represented by its Mayor and Council, having an administrative office at 455 Wallace Street, Nanaimo, British Columbia, V9R 5J6 (the "City")

AND:

SNUNEYMUXW FIRST NATION, a "Band" as that term is defined in the *Indian Act* (Canada), as represented by the Snuneymuxw Band Council, having an administrative office at 668 Centre Street, Nanaimo, British Columbia, V9R 4Z4 ("Snuneymuxw")

RECITALS

A. The City and Snuneymuxw signed a Memorandum of Understanding on April 20, 2005 (the "MOU") with the goal of establishing a government-to-government relationship of mutual respect and cooperation.

B. Under the terms of the MOU, the City and Snuneymuxw agreed to develop a number of agreements, including a Protocol Agreement to provide a more detailed outline of issues arising from the MOU.

C. The City and Snuneymuxw entered into the Protocol Agreement on October 15, 2005.

D. Since signing the MOU and entering into the Protocol Agreement, the City and Snuneymuxw have continued to engage in positive and productive discussions on matters contemplated in the MOU and Protocol Agreement, including servicing agreements, matters of cultural importance such as the return of totem poles and protection of culturally sensitive sites, the mutual benefits of enhancing the economic, recreational and environmental status of the Nanaimo area, and water supply and treatment, and have entered into a Community-to-Community Water Agreement and a collaborative management agreement of Newcastle Island Provincial Park in cooperation with BC Parks.

E. The City and Snuneymuxw are in agreement that the Protocol Agreement should be renewed in accordance with clause 9(1)(b) and amended so that its term is no longer limited.

1. ENTRY INTO PROTOCOL AGREEMENT

(a) The City and Snuneymuxw are approaching this Protocol Agreement:

- i. In furtherance of their government-to-government relationship;
- ii. With a view to building that relationship based on the principles of trust and goodwill toward each other, rather than obligations to meet minimum legal requirements toward each other;
- iii. With a view also to guiding principles of mutual recognition and respect for each other, for Snuneymuxw connections to land in the Nanaimo region, and for matters of cultural and historic importance to each other; and a desire for and in recognition of the need for reconciliation, which may be achieved in many different ways;
- iv. In particular with respect for each other's rights, obligations, responsibilities, mandates, policies, and areas of jurisdiction in the Nanaimo region;
- v. In a spirit of cooperation and compromise where necessary and beneficial; and

vi. With the common vision of greater prosperity and well-being for all residents of the Nanaimo area as a result of their relationship.

(b) This Protocol Agreement fulfils the key requirement of the MOU and upon signing will become the principal working document which the City and Snuneymuxw will use as the basis for developing further process arrangements and other agreements between them.

2. PURPOSE OF PROTOCOL AGREEMENT

The purpose of this Protocol Agreement is to provide a framework and timelines for reaching agreements on issues raised in the MOU, to set out policies, procedures, and processes for the way in which the City and Snuneymuxw will interact from time to time, and to identify areas in which the parties wish to develop further agreements.

3. NATURE OF PROTOCOL AGREEMENT

It is intended by the City and Snuneymuxw that this agreement will form the basis for a continuing relationship between them. As such, it is intended that the parties will act upon and implement its provisions on an ongoing basis until such time as those provisions are reviewed, amended, or terminated under clause 9, or the parties enter into a more detailed agreement replacing any specific provision of this Protocol Agreement.

4. ECONOMIC OPPORTUNITIES

(a) Pursuant to clause 2 of the MOU, the City and Snuneymuxw wish from time to time to identify and foster economic opportunities in the Nanaimo region to improve the quality of life for all its residents, and to collaborate on the development and implementation of projects of mutual interest and benefit.

(b) Without limiting the scope of paragraph (a), the parties have to date identified the areas of tourism, recreation and commercial development as having potential economic opportunities of the kind contemplated in paragraph (a) above.

(c) The protocol agreement working group established under clause 8 below will discuss options for specific projects identified in the areas set out in paragraph (b), and establish an agreed priority, timelines, and processes for development and implementation of those projects.

(d) The protocol agreement working group will discuss and establish an agreed priority, timelines, and processes for development and implementation of any other specific projects of the kind contemplated in paragraph (a) and identified from time to time during the term of this agreement by either the City or Snuneymuxw through their respective representatives on the working group.

5. PROVISION OF SERVICES

(a) Under clause 3 of the MOU, the City and Snuneymuxw have committed to develop an agreement on the provision of efficient and affordable services to residents and businesses of the region.

(b) The parties are committed to continuing the discussions that have begun regarding the provision of municipal water services by the City to Snuneymuxw's IR#2 with a view to completion of an agreement as soon as reasonably practicable.

(c) The protocol agreement working group established under clause 8 will discuss processes and timelines for the development of any other agreements related to servicing that the parties consider will support the objective of paragraph (a) of this clause 5.

6. LAND USE PLANNING AND DEVELOPMENT

(a) Under clause 4 of the MOU, the City and Snuneymuxw have committed to develop an agreement to coordinate land use planning and development in the Nanaimo area in an integrated fashion to the benefit of all.

(b) The protocol agreement working group established under clause 8 below will discuss processes and timelines for the development of the agreement referred to in paragraph (a) above, as well as the prospective content of the agreement.

(c) Without limiting any other content, the agreement may address matters such as consultation and information exchange on the development of community plans, zoning and land use by-laws, planning processes, land servicing issues generally, heritage site and cultural protection policies, as well as information exchange on statutory processes governing either party's approach to land use planning, public information and consultation processes, and related matters.

7. COMMUNICATIONS AND CONFIDENTIALITY

As soon as practical and within 30 days after the signing of this Protocol Agreement, the protocol agreement working group established under clause 8 below will meet to discuss and establish procedures addressing:

(a) Confidentiality issues from time to time on matters being dealt with under the Protocol Agreement and related agreements;

(b) Joint and separate public communications on such matters;

(c) Processes for inter-party communication at various levels between the Chief of Snuneymuxw and the Mayor of the City, between elected officials, and between staff, with the goal of improving and increasing the efficiency of day-to-day operational and political communications between the parties;

(d) Timely notification to each other of matters of potential concern or impact to the other party, including initiatives undertaken by third parties that have come to the attention of either the City or Snuneymuxw;

(e) Regular and emergency information exchange processes, including information on institutional and operational process of both parties and staff or officials in each organization authorized to deal with specific issues;

(f) Regular updates to each other on organizational authorities and personnel information; and

(g) Such other matters relating to communications and confidentiality as the protocol agreement working group considers will support the objectives of this Protocol Agreement.

8. PROTOCOL AGREEMENT WORKING GROUP

(a) Immediately after the signing of this agreement a permanent protocol agreement working group will be formed, comprising:

- i. The Chief of Snuneymuxw;
- ii. The Mayor of the Čity;
- iii. Two Snuneymuxw Band Councillors nominated by the Chief of Snuneymuxw;
- iv. Two City Councillors nominated by the Mayor of the City;
- v. One staff member from each of Snuneymuxw and the City, nominated by the Chief and the Mayor respectively; and
- vi. Such other staff members as required by either party to support the work of the protocol agreement working group.

(b) The Chief or Mayor as the case may be may appoint alternate members to the protocol agreement working group as necessary to ensure that the work of the group continues during temporary absences of any member.

(c) The working group will meet to carry out its commitments under this Protocol Agreement, to review progress on the development of related agreements, and any other requisite matters falling under its responsibilities.

(d) The working group will:

- i. Develop procedures governing frequency, timing, location, and record-keeping of matters arising out of its meetings;
- ii. Meet as soon as is reasonably practicable after the signing of this agreement to discuss the process for implementation of matters included in this agreement; and
- iii. Establish a process to discuss reviews of, amendments to, or termination of this Protocol Agreement under clause 9 below.

(e) The working group will also use all reasonable efforts to:

- i. Meet at least six times each calendar year, and more frequently as it may consider necessary to carry out its responsibilities under this agreement;
- ii. Meet once a month for the first three months following the signing of this agreement.

(f) Except as agreed from time to time to accommodate unforeseen events or staff absences, the staff members supporting the working group will use reasonable efforts to meet in person at least once a month and will communicate at least twice a month in person or by telephone.

9. REVIEWS, AMENDMENTS, AND TERMINATION

(1) The City and Snuneymuxw agree that this Protocol Agreement:

(a) Shall take effect upon its adoption by resolution of each respective Council;

(b) Is a living document and may be subject to amendment from time to time by agreement in writing and as authorized by each respective Council.

(2) The protocol agreement working group established under clause 8 above will discuss and agree upon a process for monitoring and reviewing this Protocol Agreement from time to time with a view to determining whether any amendments may be required.

(3) This Protocol Agreement may be terminated by either party providing to the other party sixty days' notice in writing.

10. DISPUTE AVOIDANCE AND RESOLUTION

(a) The City and Snuneymuxw are committed to open, honest, and respectful interaction with each other in order to communicate effectively and to avoid disputes.

(b) In that spirit, the parties will seek to avoid disputes relating to this agreement and all other contexts by actively listening to each other's concerns, seeking clarification of issues and statements to avoid misunderstandings, understanding differing cultural approaches to communication, and adopting such other mechanisms and processes that will assist in achieving the avoidance of disputes.

(c) In the event of a dispute or disagreement arising out of this Protocol Agreement and the processes and commitments set out in it, the parties will set the issue aside temporarily until the protocol agreement working group next meets.

(d) At the next meeting of the protocol agreement working group, the members of the group will review the issue and discuss means to solve the disagreement to their mutual satisfaction.

(e) If the issue cannot be resolved at the working group level, the Chief of Snuneymuxw and the Mayor of the City will engage in informal discussions in an attempt to resolve the issue.

(f) The parties may agree in writing to adopt more formal dispute resolution processes with respect to a particular issue, and to share the costs of the agreed process.

11. GENERAL

(1) Timing: The parties are committed to the following guiding principles regarding the timelines for negotiating the agreements referred to in this Protocol Agreement:

- (a) Discussion and negotiations will take place in a prompt and timely manner without undue or unreasonable delays on the part of either the City or Snuneymuxw;
- (b) The parties acknowledge that the work required to discuss and complete the agreements will require not only commitment and cooperation, but the investment of considerable time and effort on the part of each of them and their respective representatives;
- (c) The parties will therefore ensure that they discuss and attempt to establish mutually satisfactory priorities for the order of development of the various agreements referred to in this Protocol Agreement;
- (d) The parties also recognize and respect each other's commitments and obligations to other matters within their respective jurisdiction and will therefore approach timelines with flexibility and in a spirit of understanding and reasonable compromise where necessary or desirable to accommodate each other's schedules and other commitments.

(2) Costs: Each party will bear their own costs for the preparation and implementation of this and all other agreements referred to in or resulting from this Protocol Agreement. The parties may also work together to apply for funding from external sources to support this agreement and projects being developed under this agreement, and may agree to share the costs of certain projects from time to time.

SIGNED AT NANAIMO, B.C. on this

30th day of APRIL, 2009.

SNUNEYMUXW FIRST NATION

By: Chief Viola Wyse

Witness

CITY OF NANAIMO

By: Mayor John Ruttan

Witness:





MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE CITY OF NANAIMO, a Municipality in the Province of British Columbia, as represented by its Mayor and Council, having an administrative office at 455 Wallace Street, Nanaimo, British Columbia, V9R 5J6

(the "City")

AND:

SNUNEYMUXW FIRST NATION, a "Band" as that term is defined in the *Indian Act* (Canada), as represented by the Snuneymuxw Band Council, having an administrative office at 668 Centre Street, Nanaimo, British Columbia, V9R 4Z4

("Snuneymuxw")

WHEREAS:

- A. The City and Snuneymuxw have mutual respect for each party's mandates, policies and areas of jurisdiction;
- B. The City and Snuneymuxw face a number of common issues in planning for and providing services and economic development opportunities for their communities; and
- C. The City and Snuneymuxw wish to establish a government-to-government relationship of mutual respect and cooperation,

THEREFORE:

This Memorandum of Understanding represents a commitment by the City and Snuneymuxw to develop a strong, committed and fair working relationship between their respective governments, working together for the rights and benefit of all individuals in the Nanaimo region, in accordance with the following principles:

PRINCIPLES:

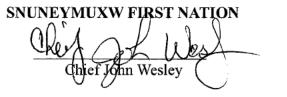
- 1. The City recognizes the value and importance of the Snuneymuxw history and culture, and Snuneymuxw's significant contribution to the establishment and ongoing development of Nanaimo.
- Economic opportunities will be identified and fostered in the Nanaimo region to improve the quality of life for Snuneymuxw members and all other residents of the community. The City and Snuneymuxw will collaborate on the development and implementation of projects of mutual interest and benefit, including economic development initiatives, and will work to develop agreements to achieve these goals
- 3. The parties are committed to develop an agreement regarding the provision of efficient and affordable services to all residents and businesses of the region within the jurisdiction of both the City and Snuneymuxw. The sharing of information, technology and staff resources will encourage the most coordinated, efficient and effective approach to the provision of services to the community.
- 4. The City and Snuneymuxw will develop an agreement on working together on land use planning and development in the Nanaimo area in an integrated fashion to the benefit of all. Early, frequent and direct inter-government communication and consultation during a planning process is essential for all projects.
- 5. Snuneymuxw and the City will foster mutual respect and understanding among individuals and institutions. The parties will invite each other to

participate in each other's events where appropriate, and provide opportunities for relationship building between both leaders and members of their respective communities.

- 6. Representatives of the City and Snuneymuxw agree to meet regularly to review joint initiatives and projects as well as the implementation of these principles.
- 7. Within 120 days of signing of this MOU, Snuneymuxw and the City will develop and finalize a Protocol Agreement, which will provide a more detailed outline of the issues arising from items 2, 3, and 4. The Agreement will provide a framework and timelines for reaching agreements on the issues in a manner consistent with the intent of this MOU. Although the Protocol Agreement is intended to address all issues raised within this document, additional issues may also be included, subject to agreement on the part of both parties.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding this $\frac{20^{+1}}{100}$ day of _____ . 2005.

Mayor Gary Korpan



ATTACHMENT C





Snuneymuxw First Nation

COMMUNITY TO COMMUNITY WATER AGREEMENT

BETWEEN:

THE CITY OF NANAIMO, a Municipality in the Province of British Columbia, as represented by its Mayor and Council, having an administrative office at 455 Wallace Street, Nanaimo, British Columbia, V9R 5J6

(the "City")

AND:

SNUNEYMUXW FIRST NATION, a "Band" as that term is defined in the *Indian Act* (Canada), as represented by the Snuneymuxw Band Council, having an administrative office at 668 Centre Street, Nanaimo, British Columbia, V9R 4Z4

("Snuneymuxw")

RECITALS

- A. The City and Snuneymuxw signed a Memorandum of Understanding on April 20, 2005 (the "MOU") with the goal of establishing a government-togovernment relationship of mutual respect and cooperation.
- B. On October 15 2005, the City and Snuneymuxw signed a Protocol Agreement on matters including servicing agreements, land use planning and development, and the economic, recreational and environmental status of the Nanaimo area. The Protocol Agreement contemplates the entry into further agreements on specific issues of common interest as needed and desired by the parties from time to time.
- C. Water supply and services are of the highest level of importance to both the City and to Snuneymuxw, and the parties therefore have a strong common interest in the issues of stewardship, security, management, and delivery of water supply and services to meet the long term needs of future generations living and

working in the Nanaimo area; and in effective planning for matters that impact upon water supply, including population growth, increasing demand for power, changing economic profile of the Nanaimo area, and global warming.

D. The parties therefore wish to enter into this Community to Community Water Agreement to set out their commitments to each other, to provide a framework for co-operation on water supply and services, for meeting the goals and interests set out in this agreement, and for reaching specific agreements with respect to water supply and services in the Nanaimo area.

1. CONTEXT OF THIS AGREEMENT

- (a) There are two current issues of pressing importance to the parties with regard to water supply and services: fair and affordable supply to Snuneymuxw lands, and secure capacity of supply to the Nanaimo area as a whole.
- (b) The parties are appreciative of each other's continuing efforts to recognize each other's goals and interests and to work together cooperatively to meet each other's needs and desires to ensure a continuing and reliable water supply for all residents of the area.
- (c) The parties support both the provision of a secure water supply to Snuneymuxw lands and the expansion of overall water storage capacity to meet the collective needs of the City, of Snuneymuxw communities and lands, and of other adjacent communities.
- (d) The overarching goal of this agreement is to create long term certainty in both respects, building upon and further strengthening the relationship between the parties.

2. BACKGROUND TO THIS AGREEMENT

- (a) Under clause 3 of the MOU and pursuant to the Protocol Agreement, the City and Snuneymuxw committed to develop an agreement on the provision of efficient and affordable services to residents and businesses of the region.
- (b) Discussions have begun regarding the provision of municipal residential water services by the City to Snuneymuxw's IR#2, but Snuneymuxw has also indicated, with respect to all its existing and future lands within or adjacent to City boundaries, the critical importance of ensuring water supply for both residential and commercial purposes. The City acknowledges and supports that interest.
- (c) Snuneymuxw envisions having access to its own water rights and supply at some point in the future in order to meet its cultural, social, economic and legal responsibilities, interests and goals, including access to unallocated water on the Nanaimo River and its tributaries and a role in the management and administration of provincial water licences on Snuneymuxw lands.
- (d) The City envisions the certainty of a long term secure water supply for the City, to Snuneymuxw communities and lands, and to other adjacent communities, under

any applicable water management system in effect from time to time, in order to meet its cultural, social, economic and legal responsibilities, interests and goals.

- (e) In the meantime, for all intents and purposes the City of Nanaimo water supply service (formerly the Greater Nanaimo Water District) managed by the City currently exists as the primary system capable of providing a secure and affordable supply of water to the City, to Snuneymuxw communities and lands, and to other adjacent communities.
- (f) Current capacity assessments indicate that the said water supply and/or storage capability managed by the City will have to be increased within the foreseeable future, in order to ensure the continuing security of water supply to meet the collective needs of these communities. All options for water expansion will likely require federal and provincial regulatory approvals and, if applicable, third party consultation.
- (g) Cooperation on the part of Snuneymuxw and the City in:
 - (i) Seeking required approvals and consents for an expansion of existing water supply and/or storage capacity, and
 - (ii) Ensuring water supply and services to the Snuneymuxw communities and lands.

will enhance the opportunity for success in achieving mutually satisfactory outcomes in all respects.

(h) To that end, the parties acknowledge the importance of addressing each other's interests in and goals for water supply and services, as set out below.

3. ENTRY INTO THIS AGREEMENT

The City and Snuneymuxw are approaching this Agreement pursuant to and in the same manner as the Protocol Agreement, that is:

- > In furtherance of their government-to-government relationship;
- Based on principles of trust and goodwill toward each other, rather than obligations to meet minimum legal requirements toward each other;
- With respect for each other's rights, obligations, responsibilities, mandates, policies, and areas of jurisdiction in the Nanaimo region;
- > In a spirit of cooperation and compromise where necessary and beneficial; and
- With the common vision of greater prosperity and well-being for all residents of the Nanaimo area.

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4. INTERESTS IN WATER AND GOALS

Snuneymuxw and the City have the following common goals and interests in water supply:

- (a) Security and certainty of water supply to all communities;
- (b) That if possible the Nanaimo water supply not experience shortages, service reductions, or any other negative impacts for current and future water users in the region, but that in the event of any shortage that all users be treated equitably;
- (c) Cooperation and harmonization of effort in finding satisfactory ways to meet each other's goals, interests, and responsibilities in water supply and management;
- (d) Certainty in planning for regional growth and development through timely twoway sharing of information (such as regional growth data and forecasting statistics);
- (e) Cooperation and harmonization of effort in the management of regional expansion, with meaningful participation by Snuneymuxw in the overall development and growth of region (including water supply expansion) on a government-to-government basis with the City (for example, through participation on a planning committee);
- (f) Effective and efficient water conservation systems;
- (g) Good health, economic opportunities and wellbeing in all communities;
- (h) Cost effective, fair and efficient service arrangements between Snuneymuxw and the City;
- (i) Equitable and fair sharing of costs and payments for services and capital requirements;
- (j) Cooperation and harmonization of efforts in dealing with third parties to meet regional needs, including partnering in an efficient and timely process to meet the regulatory requirements for water supply expansion.

5. COMMITMENTS

The parties acknowledge and agree that:

- (a) They are committed to applying the principles and commitments set out in this agreement to the negotiation of all future specific water-related agreements.
- (b) They will use all reasonable efforts to support the interests and goals set out in this Agreement.

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- (c) The City will enter into agreements with Snuneymuxw from time to time to provide access to bulk water supply to Snuneymuxw lands, as and when needed and at reasonable and fair cost to both parties.
- (d) Snuneymuxw is committed to the water supply needs of the City and other adjacent communities.
- (e) The Parties are committed to cooperation on regional growth management and the timely exchange of land use planning information as a key tool in regional land use planning and water supply requirements decision-making, and so as to support and integrate each other's respective goals and interests into any overall regional growth strategy.
- (f) The Parties are committed to regional water use principles, including conservation.
- (g) The City will continue to inform and confer with Snuneymuxw regarding the water storage expansion method required to meet the collective needs of the Parties.
- (h) Snuneymuxw and the City acknowledge the urgency of the need to expand the existing water supply and will partner in expeditiously jointly seeking regulatory approvals for expansion of the water supply.
- (i) For the avoidance of doubt, nothing in this Agreement is intended to detract from either party's rights and responsibilities from time to time.

6. GENERAL

(a) <u>Timing:</u>

The parties are committed to the following guiding principles regarding the timelines for discussing and negotiating any agreements or related matters referred to in this Agreement:

- Discussion and negotiations will take place in a prompt and timely manner without undue or unreasonable delays on the part of either the City or Snuneymuxw;
- (ii) The parties acknowledge that the work required to discuss and complete the agreements will require not only commitment and cooperation, but the investment of considerable time and effort on the part of each of them and their respective representatives;
- (iii) The parties will therefore ensure that they discuss and attempt to establish mutually satisfactory priorities for the order of development of the various documents and agreements referred to in this Agreement;
- (iv) The parties also recognize and respect each other's commitments and obligations to other matters within their respective jurisdiction and will therefore approach timelines with flexibility and in a spirit of

understanding and reasonable compromise where necessary or desirable to accommodate each other's schedules and other commitments.

(b) <u>Effect:</u>

This Agreement will take effect upon its adoption by resolution of each respective Council.

(c) <u>Costs:</u>

Each party will bear their own costs for the preparation and implementation of this and all other agreements referred to in or resulting from this Agreement. The parties may also work together to apply for funding from external sources to support this agreement and projects being developed under this agreement, and may agree to share the costs of certain projects from time to time.

- (d) Dispute avoidance and resolution:
 - (i) The City and Snuneymuxw are committed to open, honest, and respectful interaction with each other in order to communicate effectively and to avoid disputes.
 - (ii) In that spirit, the parties will seek to avoid disputes relating to this Agreement (and, if they choose, in any other context) by actively listening to each other's concerns, seeking clarification of issues and statements to avoid misunderstandings, understanding differing cultural approaches to communication, and adopting such other mechanisms and processes that will assist in achieving the avoidance of disputes if possible.
 - (iii) In the event of a dispute or disagreement arising out of this Agreement and the processes and commitments set out in it, the parties will set the issue aside temporarily until the protocol agreement working group next meets.
 - (iv) At the next meeting of the protocol agreement working group, the members of the group will review the issue and discuss means to solve the disagreement to their mutual satisfaction.
 - (v) If the issue cannot be resolved at the working group level, the Chief of Snuneymuxw and the Mayor of the City will engage in informal discussions in an attempt to resolve the issue.
 - (vi) The parties may agree in writing to adopt more formal dispute resolution processes with respect to a particular issue, and to share the costs of the agreed process.

(e) <u>Communications and confidentiality:</u>

Procedures that have been adopted by the parties under the Protocol Agreement to address communications and confidentiality will apply to this Agreement, including:

- (i) Confidentiality issues from time to time on matters being dealt with under this Agreement and related matters;
- (ii) Joint and separate public communications on such matters;
- (iii) Timely notification to each other of matters of potential concern or impact to the other party, including initiatives undertaken by third parties that have come to the attention of either the City or Snuneymuxw;
- (iv) Such other matters relating to communications and confidentiality as the parties consider will support the objectives of this Agreement.

SIGNED AT NANAIMO, BC on this 13 day of DECEMBER , 2007.

SNUNEYMUXW FIRST NATION

CITY OF NANAIMO

Viola Wyse

Witness

Mayor Gary Korpan

Ian Howat, Director, Legislative Services

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ATTACHMENT D

WATER SERVICING AGREEMENT TO INDIAN RESERVE NANAIMO RIVER #2

This Agreement is dated for reference December 4, 2012.

BETWEEN:

SNUNEYMUXW FIRST NATION, a "Band" as that term is defined in the *Indian Act* (Canada), as represented by the Snuneymuxw First Nation Council, having an administrative office at 668 Centre Street, Nanaimo, British Columbia, V9R 4Z4 ("**Snuneymuxw**")

AND

THE CITY OF NANAIMO, a Municipality in the Province of British Columbia, as represented by its Mayor and Council, having an administrative office at 455 Wallace Street, Nanaimo, British Columbia, V9R 5J6 (the "**City**")

BACKGROUND

- A. The land outlined on the plan attached to this Agreement as Schedule A is reserve land within the meaning of the *Indian Act, R.S.C. 1985, c. 1-5* and known as Snuneymuxw Indian Reserve Nanaimo River 2.
- B. Pursuant to section 23 of the Community Charter the City is empowered and authorized to enter into an agreement with Snuneymuxw to provide local government services to reserve land.
- C. The City operates or will operate a water distribution system adjacent to IR#2 and Snuneymuxw operates or will operate a water distribution system to residences and businesses on IR#2.
- D. The City and Snuneymuxw entered into a Water Treatment Plant and Services Agreement dated August 11, 2010 and a Community to Community Water Agreement dated December 13, 2007.
- E. The City has authorized the execution of this Agreement by a resolution duly passed on December 3, 2012, a copy of which is attached as Schedule C.
- F. Snuneymuxw Band Council has authorized the execution of this Agreement by a [bylaw/resolution?] duly passed on <u>bec</u> _____, 2012, a copy of which is attached as Schedule D.

Accordingly, the Parties now wish to enter into this water servicing agreement (the "Agreement") and for good and valuable consideration each hereby agree as follows.

1.0 DEFINITIONS & INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires:
 - (a) "Bulk Meter" means a water meter located at a Connection Point;
 - (b) "City Distribution System" means the City's water distribution infrastructure in use from time to time, including its dams, reservoirs, treatment plants, pipes, and waterlines;
 - (c) **"Connection Points**" means the points identified for City connections to the Snuneymuxw Distribution System at the boundaries of IR#2, as outlined on the plan attached as Schedule B;
 - (d) "IR#2" means Indian Reserve Nanaimo River 2 as depicted on Schedule A;
 - (e) **"Snuneymuxw Distribution System**" means the water distribution system owned and operated by or on behalf of Snuneymuxw located on IR#2 and connected to the City Distribution System at the Connection Points.
- 1.2 References to a statute, regulation or bylaw (including bylaws of the City) are deemed to include any amendments and any statute, regulation or bylaw that replaces or re-enacts any of the foregoing and has substantially the same purpose.

2.0 PROVISION OF WATER TO RESERVE LANDS

- 2.1 The City shall, at the Connection Points, connect the Snuneymuxw Distribution System to the City Distribution System under the terms and conditions set out in this Agreement.
- 2.2 Subject to the terms and conditions of this Agreement the City will provide to Snuneymuxw at the Connection Points a potable water supply using the City Distribution System. The quality and quantity of the water and service provided by the City to IR#2 pursuant to this Agreement shall be substantially the same as the quality and quantity of such service provided by the City to residences and businesses within the City of Nanaimo generally. Notwithstanding the foregoing:
 - (a) Snuneymuxw acknowledge and agree that there may be from time to time interruptions or reductions in the level of water service and the City will not be responsible or liable for any losses, costs, damages, claims or expenses arising from or connected with any temporary interruption or reduction in the level of water service provided under this Agreement;
 - (b) nothing in this Agreement shall require the City to provide water to the Connection Points if and to the extent the City determines, acting reasonably and in good faith, that it does not have the extra capacity to provide such service beyond what is required for current water consumption on IR#2 as at the time of execution of this Agreement plus such growth in water consumption on IR#2 as is reasonable and consistent with the overall growth in water consumption within the City of Nanaimo in the same period of time; or

- (c) nothing in this Agreement shall impose upon the City a greater duty to supply water service to the Connection Points than it has to inhabitants of the City generally.
- 2.3 The City will maintain the City Distribution System in accordance with all governing laws, standards and guidelines in place from time to time.
- 2.4 The City will provide Snuneymxuw with prompt notification upon discovering any anomaly in water quality delivered to the Connection Points as compared to elsewhere in the City Distribution System, and will promptly take all steps reasonably required to address such anomaly.

3.0 METERS

3.1 The City will install and maintain Bulk Meters at the Connection Points.

4.0 **OPERATING FEES**

- 4.1 Snuneymuxw will pay a fee to the City for water provided to the Snuneymuxw Distribution System at the Connection Points, and recorded on the Bulk Meters, based on the metered water rate paid by other users of the City Distribution System and set out in the City's *Waterworks Rate and Regulation Bylaw*, as updated from time to time.
- 4.2 In the event of a Bulk Meter malfunction, the City may estimate the volume of water supplied for the purpose of calculating charges under this Agreement on the basis of historical consumption patterns at the Connection Point in question pending resolution of the malfunction.
- 4.3 Water charges payable under section 4.1 shall be invoiced approximately every four months in accordance with the City's general scheme for invoicing users of the City Distribution System and shall be payable on receipt, with a 5 percent discount offered for prompt payment as detailed on each invoice (approximately three weeks from the date of each invoice).
- 4.4 Invoices rendered in a calendar year that remain unpaid at the end of that calendar year will be deemed to be in default and subject to an interest charge equal to the amount applicable to all other users of the City Distribution System as established by the City from time to time.
- 4.5 The City will upon request make available to Snuneymuxw for inspection and copy, records of the City which would allow Snuneymuxw to confirm the amount of water supplied and recorded by the Bulk Meters.

5.0 MAINTENANCE OF SYSTEM

5.1 The City is responsible for the repair, maintenance and operation of the City Distribution System and any associated costs, all to a standard that complies with the applicable health, safety and engineering standards and specifications established or applied by the City for similar works elsewhere in the City.

- 5.2 Snuneymuxw is responsible for the repair, maintenance and operation of the Snuneymuxw Distribution System and any associated costs.
- 5.3 Snuneymuxw and the City agree that pipework and appurtenances on IR#2 will be built by Snuneymuxw in accordance with good engineering practices, for long term maintenance benefits and avoidance of water wastage.

6.0 CONNECTION FEES FOR NEW DEVELOPMENT

- 6.1 Snuneymuxw will:
 - (a) notify the City of the commencement of all new developments on IR#2 from time to time; and
 - (b) on receipt of an invoice from the City, pay a new connection fee to the City with respect to each of those new developments, at a rate equivalent to the City's Water Supply Development Cost Charge Bylaw rate from time to time applicable to similar new developments within City boundaries.

The fee paid by Snuneymuxw under this section will be applied by the City towards the cost of future major capital works required within the City Distribution System, which includes water intake, storage and piping improvements and which could be related to or benefit the provision of water to IR#2.

- 6.2 For the purpose of this part 6,
 - (a) a "new development" will mean the construction of a new building, or units within a building resulting in multiple tenancies, on IR#2 or the alteration, renovation or change in the use of an existing building on IR#2, or the carrying-out of any construction, engineering or other operations in, on, over or under land on IR#2, which will result in the need for water to be supplied to the new development from the City Distribution System; and
 - (b) the existing buildings on IR#2 at the time of execution of this Agreement will be exempt from the new development connection fee.

7.0 WATER RESTRICTIONS

- 7.1 Snuneymuxw will:
 - (a) take reasonable steps to adopt and to enforce bylaws governing water conservation and the imposition of water use restrictions on IR#2 which are substantively consistent with City bylaws in force from time to time related to water conservation and water use restrictions with the intention of curtailing water consumption by residents and businesses on IR#2 to the same extent as the City may do outside IR#2;
 - (b) not transmit the water provided by the City under this Agreement outside IR#2 for use or consumption outside IR#2;

8.0 INDEMNITY

- 8.1 Snuneymuxw shall indemnify and save harmless the City from and against all claims. actions, causes of action, suits or other liability resulting from any breach of any provisions of this Agreement to be performed by Snuneymuxw, except if caused by the negligence or wilful misconduct of the City. In addition to the foregoing, the Snuneymuxw shall afford the City and its employees and agents the same protection from liability as is provided under the Local Government Act RSBC 1996 c. 323 in respect of the City's activities elsewhere in the City of Nanaimo and, without restricting the generality of the foregoing, shall indemnify, defend and hold harmless the City from and against any and all claims, demands. actions, causes of action, losses, damages and costs of whatever kind on account of any actual or alleged loss, injury or damage to any person or to any property arising out of or in connection with the provision of or failure to provide potable water as required herein, if and to the extent that the City, its employees or agents would have otherwise been excused from liability for such loss, injury or damage pursuant to the Local Government Act but for the fact that such provision or failure to provide potable water is in respect of lands and occupiers of land on IR#2.
- 8.2 The City shall indemnify and save harmless Snuneymuxw from and against all claims, actions, causes of action, suits or other liability resulting from any breach of any provisions of this Agreement to be performed by the City, except if caused by the negligence or wilful misconduct of Snuneymuxw.

9.0 TERM

- 9.1 This Agreement shall come into full force and effect on the day first set out above and shall have an initial term of 40 years (the "Term").
- 9.2 At the written request of SFN made during the year that is the 5th year before the end of the Term, or any renewal thereof, the City will agree to renew the Term of this Agreement for a further Term of 15 years, commencing that year, if the City determines, acting reasonably and in good faith, that it has sufficient water capacity in the City Distribution System to supply the forecast water consumption needs of the City and IR#2 for the applicable renewal Term.

10.0 DISPUTE RESOLUTION

- 10.1 The Parties agree that during the term of this Agreement and in the performance of each of their responsibilities under this Agreement, each of them will:
 - (a) make bona fide efforts to resolve by amicable negotiations any disputes arising between them under this Agreement; and
 - (b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.

- 10.2 The Parties further agree to use their best efforts to conduct any dispute resolution procedure under this Agreement as efficiently and cost effectively as possible.
- 10.3 Where a dispute arising out of or in connection with this Agreement is not promptly resolved by amicable negotiations the Parties agree to attempt to resolve the dispute by mediated negotiation with the assistance of a neutral person mutually agreed upon, or should the Parties be unable to agree upon such person within 30 days of either Party serving notice of its intention to proceed to mediation, a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Mediation Rules.
- 10.4 If the dispute cannot be settled within thirty (30) days after the mediator has been appointed or such lesser or longer period otherwise agreed to in writing by the Parties, the dispute will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, under its Rules.
- 10.5 Except where otherwise specified in this Agreement, any and all disputes between or among the Parties to this Agreement arising under, out of or in any way relating to this Agreement will be determined under this section.
- 10.6 Subject to any ruling or recommendation to the contrary by the Arbitrator or Mediator respectively, the Parties agree that the costs of such mediation or arbitration shall be shared equally between them. Costs in this context shall not include any costs incurred by a Party in preparation for and attending upon or settling a matter through mediation or arbitration.

11.0 NOTICE

11.1 Any notice, document, statement, report, demand or payment desired or required to be given or made pursuant to this Agreement will be in writing and may be given or made if delivered personally to the Party to whom it is to be given or made, delivered by electronic facsimile transmission or mailed in Canada with postage prepaid and addressed if to:

To the City: 455 Wallace Street, Nanaimo British Columbia, V9R 5J6 Fax: 250-755-4435 Attention: Corporate Officer

To Snuneymuxw: 668 Centre Street, Nanaimo British Columbia, V9R 4Z4 Fax: 250-753-3492 Attention: Band Manager

11.2 A Party may change its address by giving the other Party prior notice of a change in address in accordance with this section and provided further that if there is a postal strike or other postal disruption, notice shall be personally delivered, not mailed.

12.0 GENERAL PROVISIONS

- 12.1 If there is a breach of this Agreement by Snuneymuxw, then the City may at its option notify the Snuneymuxw of such breach and give such time as is reasonable in the circumstances to remedy the breach. If the breach continues after the period of time provided to remedy the breach and the matter has not been referred to dispute resolution under section 10, or if the matter has been referred to and resolved or determined by dispute resolution proceedings and the breach continues thereafter, then in either case the City may at its option suspend the provision of water at one or more Connection Points until such time as the breach of this Agreement has been remedied.
- 12.2 All references to each Party are deemed to be references to the heirs, executors, administrators, successors, assigns, servants, agents and officials of the respective parties whenever the context so allows.
- 12.3 No party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including acts of God, fire, flood, explosion, strikes, lockouts or other labour disturbances, laws, rules and regulations or orders of any duly constituted governmental authority (other than laws, rules and regulations or orders of a party that affect its own performance).
- 12.4 Waiver of any default by either Party shall not be deemed to be a waiver of any subsequent default by that Party.
- 12.5 Section headings are included for convenience only and do not form part of this Agreement and shall not be used in the construction or interpretation of the Agreement.
- 12.6 No representations, warranties or conditions, express or implied, have been made other than expressed in this Agreement.
- 12.7 Should any clause or portion of this Agreement be declared or held invalid for any reason, the invalid portion shall be severed and the severance shall not affect the validity of the remainder.
- 12.8 This Agreement may be amended from time to time by Snuneymuxw and the City provided such amendments are in writing and executed by the Parties.
- 12.9 Time shall be of the essence in this Agreement.
- 12.10 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 12.11 Each of the Parties convents and agrees to execute such further and other documents and instruments, and to do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.

- 12.12 Nothing contained in or implied by this Agreement shall in any way prejudice or affect the rights and powers of the City or Snuneymuxw in the exercise of their respective functions under any statutes, regulations, or by-laws.
- 12.13 This Agreement may be executed in one or more counterparts, each of which shall constitute an original copy of this Agreement for all purposes and, all of which shall together be deemed to constitute one and the same document.
- 12.14 Counterparts may be executed and delivered by the Parties to each of the other Parties by facsimile and/or other electronic means and if so executed and delivered, the counterparts shall be for all purposes as effective as if the parties had executed and delivered and delivered and original document.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first set out above.

SIGNED, SEALED AND DELIVERED on behalf of the SNUNEYMUXW FIRST **NATION** by Chief Douglas White III. SANDRA ATKINISON Chief Douglas White III, Kwulasultun Witness Address 3900 TINGLE PO Occupation EXECUTIVE ASSISTANT The Corporate Seal of THE CITY OF NANAIMO was hereunto affixed in the presence of: (C/S)John Ruttan, Mayok **Corporate Officer**

SCHEDULE A

Indian Reserve Nanaimo River 2

SCHEDULE B

Water Distribution System Plans

SCHEDULE C

CITY OF NANAIMO COUNCIL RESOLUTION

"IN CAMERA" MEETING held 2012-DEC-03

Water Servicing Agreement to Indian Reserve Nanaimo River #2

20612 It was moved and seconded that Council approve the attached Water Servicing Agreement to Indian Reserve Nanaimo River #2 and authorize the Mayor and Corporate Officer to execute the agreement. The motion carried.

CERTIFIED CORRECT:

T. R. Samra, CORPORATE OFFICER

W 079

WATER SERVICING AGREEMENT

SNUNEYMUXW INDIAN RESERVE NANAIMO RIVER #4

This Agreement is dated for reference December 17, 2012.

BETWEEN:

SNUNEYMUXW FIRST NATION, a "band" as that term is defined in the *Indian Act* (Canada), as represented by the Snuneymuxw First Nation Council, having an administrative office at 668 Centre Street, Nanaimo, British Columbia, V9R 4Z4 ("**Snuneymuxw**")

AND

THE CITY OF NANAIMO, a Municipality in the Province of British Columbia, as represented by its Mayor and Council, having an administrative office at 455 Wallace Street, Nanaimo, British Columbia, V9R 5J6 (the "**City**")

BACKGROUND

- A. The land outlined on the plan attached to this Agreement as Schedule A is reserve land within the meaning of the *Indian Act, R.S.C. 1985, c. 1-5* and known as Snuneymuxw Indian Reserve Nanaimo River 4.
- B. Pursuant to section 23 of the Community Charter the City is empowered and authorized to enter into an agreement with Snuneymuxw to provide local government services to reserve land.
- C. The City operates or will operate a water distribution system in the vicinity of IR#4 and Snuneymuxw operates or will operate a water distribution system to residences and businesses on IR#4.
- D. The City and Snuneymuxw entered into a Water Treatment Plant and Services Agreement dated August 11, 2010 and a Community to Community Water Agreement dated December 13, 2007.
- E. The City has authorized the execution of this Agreement by a resolution duly passed on December 17, 2012, a copy of which is attached as Schedule D.
- F. Snuneymuxw Band Council has authorized the execution of this Agreement by a resolution duly passed on ______, 2012, a copy of which is attached as Schedule E.

Accordingly, the Parties now wish to enter into this water servicing agreement (the "Agreement") and for good and valuable consideration each hereby agree as follows.

1.0 DEFINITIONS & INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires:
 - (a) "Bulk Meter" means a water meter located at a Connection Point;
 - (b) "City Distribution System" means the City's water distribution infrastructure in use from time to time, including its dams, reservoirs, treatment plants, pipes, and waterlines;
 - (c) "Connection Points" means the points identified for City connections to the Snuneymuxw Distribution System at the locations outlined on the plan attached as Schedule B;
 - (d) "IR#4" means Indian Reserve Nanaimo River 4 as depicted on Schedule A;
 - (e) "**Planned Developments**" means the planned developments for IR#4 shown on the plan attached as Schedule C;
 - (f) **"Snuneymuxw Distribution System**" means the water distribution system owned and operated by or on behalf of Snuneymuxw located on or adjacent to IR#4 and connected to the City Distribution System at the Connection Points.
- 1.2 References to a statute, regulation or bylaw (including bylaws of the City) are deemed to include any amendments and any statute, regulation or bylaw that replaces or re-enacts any of the foregoing and has substantially the same purpose.

2.0 PROVISION OF WATER TO RESERVE LANDS

- 2.1 The City shall, at the Connection Points, connect the Snuneymuxw Distribution System to the City Distribution System under the terms and conditions set out in this Agreement.
- 2.2 Subject to the terms and conditions of this Agreement the City will provide to Snuneymuxw at the Connection Points a potable water supply using the City Distribution System. The quality and quantity of the water and service provided by the City to IR#4 pursuant to this Agreement shall be substantially the same as the quality and quantity of such service provided by the City to residences and businesses within the City of Nanaimo generally. Notwithstanding the foregoing:
 - (a) Snuneymuxw acknowledge and agree that there may be from time to time interruptions or reductions in the level of water service and the City will not be responsible or liable for any losses, costs, damages, claims or expenses arising from or connected with any temporary interruption or reduction in the level of water service provided under this Agreement;
 - (b) nothing in this Agreement shall require the City to provide water to the Connection Points if and to the extent the City determines, acting reasonably and in good faith, that it does not have the extra capacity to provide such service beyond what is required for (i) current water consumption on IR#4 as at the time of execution of

this Agreement; (ii) the Planned Developments; and (iii) such growth in water consumption on IR#4 as is reasonable and consistent with the overall growth in water consumption within the City of Nanaimo in the same period of time; or

- (c) nothing in this Agreement shall impose upon the City a greater duty to supply water service to the Connection Points than it has to inhabitants of the City generally.
- 2.3 The City will maintain the City Distribution System in accordance with all governing laws, standards and guidelines in place from time to time.
- 2.4 The City will provide Snuneymuxw with prompt notification upon discovering any anomaly in water quality delivered to the Connection Points as compared to elsewhere in the City Distribution System, and will promptly take all steps reasonably required to address such anomaly.

3.0 METERS

3.1 The City will own and maintain Bulk Meters at the Connection Points.

4.0 OPERATING FEES

- 4.1 Snuneymuxw will pay a fee to the City for water provided to the Snuneymuxw Distribution System at the Connection Points, and recorded on the Bulk Meters, based on the metered water rate paid by other users of the City Distribution System and set out in the City's *Waterworks Rate and Regulation Bylaw*, as updated from time to time, multiplied by the volume of water provided.
- 4.2 In the event of a Bulk Meter malfunction, the City may estimate the volume of water supplied for the purpose of calculating charges under this Agreement on the basis of historical consumption patterns at the Connection Point in question pending resolution of the malfunction.
- 4.3 Water charges payable under section 4.1 shall be invoiced approximately every four months in accordance with the City's general scheme for invoicing users of the City Distribution System and shall be payable on receipt, with a 5 percent discount offered for prompt payment as detailed on each invoice (approximately three weeks from the date of each invoice).
- 4.4 Invoices rendered in a calendar year that remain unpaid at the end of that calendar year will be deemed to be in default and subject to an interest charge equal to the amount applicable to all other users of the City Distribution System as established by the City from time to time.
- 4.5 The City will upon request make available to Snuneymuxw for inspection and copy, records of the City which would allow Snuneymuxw to confirm the amount of water supplied and recorded by the Bulk Meters.

5.0 MAINTENANCE OF SYSTEM

- 5.1 The City is responsible for the repair, maintenance and operation of the City Distribution System and any associated costs, all to a standard that complies with the applicable health, safety and engineering standards and specifications established or applied by the City for similar works elsewhere in the City.
- 5.2 Snuneymuxw is responsible for the repair, maintenance and operation of the Snuneymuxw Distribution System and any associated costs.
- 5.3 Snuneymuxw and the City agree that pipework and appurtenances on IR#4 will be built by Snuneymuxw in accordance with good engineering practices, for long term maintenance benefits and avoidance of water wastage.

6.0 CONNECTION FEES FOR NEW DEVELOPMENT

- 6.1 Snuneymuxw will:
 - (a) on receipt of an invoice from the City, pay a new connection fee to the City with respect to connections made to any existing buildings on IR#4 at the time of commencement of services under this Agreement, at a rate equivalent to the City's Water Supply Development Cost Charge Bylaw rate from time to time applicable to similar new developments within City boundaries;
 - (b) notify the City of the commencement of all new developments on IR#4 from time to time; and
 - (c) on receipt of an invoice from the City, pay a new connection fee to the City with respect to each of those new developments, at a rate equivalent to the City's Water Supply Development Cost Charge Bylaw rate from time to time applicable to similar new developments within City boundaries.

The fee paid by Snuneymuxw under this section will be applied by the City towards the cost of future major capital works required within the City Distribution System, which includes water intake, storage and piping improvements and which could be related to or benefit the provision of water to IR#4.

6.2 For the purpose of this part 6, a "new development" will mean the construction of a new building, or units within a building resulting in multiple tenancies, on IR#4 or the alteration, renovation or change in the use of an existing building on IR#4, or the carrying-out of any construction, engineering or other operations in, on, over or under land on IR#4, which will result in the need for water to be supplied to the new development from the City Distribution System, and includes the Planned Developments;

7.0 WATER RESTRICTIONS

- 7.1 Snuneymuxw will:
 - (a) take reasonable steps to adopt and to enforce bylaws governing water
 conservation and the imposition of water use restrictions on IR#4 that are
 substantively consistent with City bylaws in force from time to time related to water

conservation and water use restrictions, with the intention of curtailing water consumption by residents and businesses on IR#4 to the same extent as the City may do outside IR#4;

(b) not transmit the water provided by the City under this Agreement outside IR#4 for use or consumption outside IR#4;

8.0 INDEMNITY

- 8.1 Snuneymuxw shall indemnify and save harmless the City from and against all claims. actions, causes of action, suits or other liability resulting from any breach of any provisions of this Agreement to be performed by Snuneymuxw, except if caused by the negligence or wilful misconduct of the City. In addition to the foregoing, the Snuneymuxw shall afford the City and its employees and agents the same protection from liability as is provided under the Local Government Act R.S.B.C. 1996 c. 323 in respect of the City's activities elsewhere in the City of Nanaimo and, without restricting the generality of the foregoing, shall indemnify, defend and hold harmless the City from and against any and all claims, demands. actions, causes of action, losses, damages and costs of whatever kind on account of any actual or alleged loss, injury or damage to any person or to any property arising out of or in connection with the provision of or failure to provide potable water as required herein, if and to the extent that the City, its employees or agents would have otherwise been excused from liability for such loss, injury or damage pursuant to the Local Government Act but for the fact that such provision or failure to provide potable water is in respect of lands and occupiers of land on IR#4.
- 8.2 The City shall indemnify and save harmless Snuneymuxw from and against all claims, actions, causes of action, suits or other liability resulting from any breach of any provisions of this Agreement to be performed by the City, except if caused by the negligence or wilful misconduct of Snuneymuxw.

9.0 TERM

- 9.1 This Agreement shall come into full force and effect on the day first set out above and shall have an initial term of 40 years (the "**Term**").
- 9.2 At the written request of Snuneymuxw made during the year that is the 5th year before the end of the Term, or any renewal thereof, the City will agree to renew the Term of this Agreement for a further Term of 15 years, commencing that year, if the City determines, acting reasonably and in good faith, that it has sufficient water capacity in the City Distribution System to supply the forecast water consumption needs of the City and IR#4 for the applicable renewal Term.

10.0 DISPUTE RESOLUTION

- 10.1 The Parties agree that during the term of this Agreement and in the performance of each of their responsibilities under this Agreement, each of them will:
 - (a) make bona fide efforts to resolve by amicable negotiations any disputes arising between them under this Agreement; and

- (b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.
- 10.2 The Parties further agree to use their best efforts to conduct any dispute resolution procedure under this Agreement as efficiently and cost effectively as possible.
- 10.3 Where a dispute arising out of or in connection with this Agreement is not promptly resolved by amicable negotiations the Parties agree to attempt to resolve the dispute by mediated negotiation with the assistance of a neutral person mutually agreed upon, or should the Parties be unable to agree upon such person within 30 days of either Party serving notice of its intention to proceed to mediation, a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its *Mediation Rules*.
- 10.4 If the dispute cannot be settled within thirty (30) days after the mediator has been appointed or such lesser or longer period otherwise agreed to in writing by the Parties, the dispute will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, under its *Rules*.
- 10.5 Except where otherwise specified in this Agreement, any and all disputes between or among the Parties to this Agreement arising under, out of or in any way relating to this Agreement will be determined under this section.
- 10.6 Subject to any ruling or recommendation to the contrary by the Arbitrator or Mediator respectively, the Parties agree that the costs of such mediation or arbitration shall be shared equally between them. Costs in this context shall not include any costs incurred by a Party in preparation for and attending upon or settling a matter through mediation or arbitration.

11.0 NOTICE

11.1 Any notice, document, statement, report, demand or payment desired or required to be given or made pursuant to this Agreement will be in writing and may be given or made if delivered personally to the Party to whom it is to be given or made, delivered by electronic facsimile transmission or mailed in Canada with postage prepaid and addressed if to:

To the City: 455 Wallace Street, Nanaimo British Columbia, V9R 5J6 Fax: 250-755-4435 Attention: Corporate Officer

To Snuneymuxw: 668 Centre Street, Nanaimo British Columbia, V9R 4Z4 Fax: 250-753-3492 Attention: Band Manager 11.2 A Party may change its address by giving the other Party prior notice of a change in address in accordance with this section and provided further that if there is a postal strike or other postal disruption, notice shall be personally delivered, not mailed.

12.0 GENERAL PROVISIONS

- 12.1 If there is a breach of this Agreement by Snuneymuxw, then the City may at its option notify the Snuneymuxw of such breach and give such time as is reasonable in the circumstances to remedy the breach. If the breach continues after the period of time provided to remedy the breach and the matter has not been referred to dispute resolution under section 10, or if the matter has been referred to and resolved or determined by dispute resolution proceedings and the breach continues thereafter, then in either case the City may at its option suspend the provision of water at one or more Connection Points until such time as the breach of this Agreement has been remedied.
- 12.2 All references to each Party are deemed to be references to the heirs, executors, administrators, successors, assigns, servants, agents and officials of the respective parties whenever the context so allows.
- 12.3 No party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including acts of God, fire, flood, explosion, strikes, lockouts or other labour disturbances, laws, rules and regulations or orders of any duly constituted governmental authority (other than laws, rules and regulations or orders of a party that affect its own performance).
- 12.4 Waiver of any default by either Party shall not be deemed to be a waiver of any subsequent default by that Party.
- 12.5 Section headings are included for convenience only and do not form part of this Agreement and shall not be used in the construction or interpretation of the Agreement.
- 12.6 No representations, warranties or conditions, express or implied, have been made other than expressed in this Agreement.
- 12.7 Should any clause or portion of this Agreement be declared or held invalid for any reason, the invalid portion shall be severed and the severance shall not affect the validity of the remainder.
- 12.8 This Agreement may be amended from time to time by Snuneymuxw and the City provided such amendments are in writing and executed by the Parties.
- 12.9 Time shall be of the essence in this Agreement.
- 12.10 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 12.11 Each of the Parties convents and agrees to execute such further and other documents and instruments, and to do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.

- 12.12 Nothing contained in or implied by this Agreement shall in any way prejudice or affect the rights and powers of the City or Snuneymuxw in the exercise of their respective functions under any statutes, regulations, or by-laws.
- 12.13 This Agreement may be executed in one or more counterparts, each of which shall constitute an original copy of this Agreement for all purposes and, all of which shall together be deemed to constitute one and the same document.
- 12.14 Counterparts may be executed and delivered by the Parties to each of the other Parties by facsimile and/or other electronic means and if so executed and delivered, the counterparts shall be for all purposes as effective as if the parties had executed and delivered an original document.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first set out above.

SIGNED, SEALED AND DELIVERED on behalf of the SNUNEYMUXW FIRST **NATION** by Chief Douglas White III, Kwulasultun. Chief Douglas White III, Kwulasultun JANDRA ATICINSA Witness Address 3900 JINGLE POT NANAILO, R Occupation EXECUTIVE ASSISTANT The Corporate Seal of THE CITY OF NANAIMO was hereunto affixed in the presence of; (C/S)John Ruttan, Mavor Corporate Officer

SCHEDULE A

Indian Reserve Nanaimo River 4

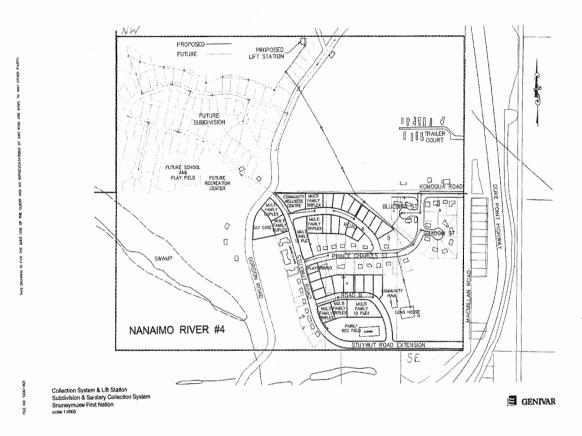
369-15\00029

SCHEDULE B

Water Distribution System Plans

SCHEDULE C

IR #4 Planned Development



47

figure 2

SCHEDULE D

CITY OF NANAIMO COUNCIL RESOLUTION

"IN CAMERA" MEETING held 2012-DEC-17

Water Servicing Agreement to the Snuneymuxw Indian Reserve Nanaimo River #4

It was moved and seconded that Council approve the attached Water Servicing Agreement to Snuneymuxw Indian Reserve Nanaimo River #4 and authorize the Mayor and Corporate Officer to execute the agreement. The motion carried

CERTIFIED CORRECT:

T. R. Samra, CORPORATE OFFICER

SCHEDULE E

Snuneymuxw Band Council Resolution

JUN-20-2008 08:42 FROM: PDE172342

A3-22/D1-7-2

T0:250 755 4435 P.2/12

ATTACHMENT E

FILE COPY

Newcastle Island Collaborative Management Agreement

Between Snuneymuxw First Nation (herein "Snuneymuxw")

and

The City of Nanalmo (herein the "City")

and

Her Majesty the Queen in Right of the Province of British Columbia (herein the "Province"), represented by the Minister of Environment

(each a "Party" and collectively the "Parties)

51

1/11

JUN-20-2008 08:42 FROM: PDE172342

Whereas

- (a) The Parties recognize that each of them has important connections to Newcastle Island, that include the following:
 - Snuneymuxw First Nation has a longstanding and integral cultural, social, and historical relationship with Newcastle Island;
 - For the City of Nanaimo, Newcastle Island is an integral part of its history and its contemporary social and recreational culture, as a public park;
 - For the Province, Newcastle Island has been a Class A provincial park for nearly fifty years, and contains high quality intact areas of rare coastal Douglas Fir trees;
 - The Park includes aboriginal and non-aboriginal sites of cultural significance to all the Parties, including sites of early habitation, burial sites, middens, other archaeological sites, historical buildings, the remains of the mine, guarry, and salteries.
- (b) The Parties wish to work together collaboratively on the planning and management of the Park in a manner that respects and supports the interests of Snuneymuxw, the City, and the Province.
- (c) This collaborative agreement regarding the Park is the desired approach of all three Parties, and has been pursued outside of the aboriginal land claims process in British Columbia.
- (d) The Partles affirm and acknowledge their government-to-government relationships with each other.

Definitions

1. In this Agreement and its Attachment:

"Management Board" or "Board" means the Management Board created pursuant to clause 14 of this Agreement;

"Minister" means the provincial Minister of Environment or other provincial Cabinet Minister responsible for provincial parks, from time to time, and their lawful designates; and

"Newcastle Island Marine Provincial Park" or "Park" means the Class A Provincial Park located on Newcastle Island, within the City of Nanaimo, British Columbia, the boundaries of which are shown on the map attached as Appendix A.

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Scope of this Agreement

- This Agreement applies to the management of the Park, within the context of the Park Act, R.S.B.C 1996, c. 344, as amended from time to time.
- 3. The Parties confirm that no commercial logging, mining, or hydroelectric development will take place in the Park.
- Snuneymuxw will have access to the land and resources within the Park for food, social and ceremonial purposes, subject to public safety and conservation.
- This Agreement is between Snuneymuxw, the City, and the Province. Any other government may be added to this Agreement with the written agreement of the Parties and that other government.
- 6. This Agreement is intended to establish a working relationship and to improve communications between the Parties. It is not intended to be a legally binding contract but it is a public document.
- Other than as expressly indicated in this Agreement, this Agreement does not create, recognize, define, deny, limit or amend any of the rights or responsibilities of the Parties.
- Notwithstanding the terms of clause 7 or any other provision of this Agreement, this Agreement does not abrogate or derogate from any legal rights of any Party, including aboriginal or treaty rights, and does not constitute admissions of fact, law or liability by any Party.
- Nothing in this Agreement is intended to, or shall be interpreted to create, recognize, define, deny, limit or amend any of the rights or responsibilities of any other aboriginal group.
- 10. This Agreement will not limit any position any Party may take in any present or future legal proceedings or negotiations, including treaty negotiations.
- 11. For greater certainty, the Parties acknowledge that they have entered into this Agreement on their express reliance on clauses 6 through 10 above.

Objectives

12. The objectives of the Parties include the following:

- (a) to preserve the Park as a "jewel" in the provincial public parks system, through their collaborative efforts;
- (b) to enhance the Park's status and the enjoyment of its unique historical, cultural, natural, and recreational character, by all park users, in perpetuity;
- (c) to manage the Park in a manner consistent with section 35 of the Constitution Act, 1982 and other federal and provincial laws;

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- (d) to add value through their collaboration, in terms of their respective knowledge, experience, management input, and ability to obtain funding for projects;
- to work together in their respective roles to support these objectives and to support each other's roles and interests, for the greater benefit of all Park users;
- (f) to encourage compatible economic opportunities and to provide, where appropriate, opportunities for Snuneymuxw and the City within the Park in a manner that is consistent with:
 - (i) any applicable provincial and federal legislation and the common law;
 - (ii) this Agreement; and
 - (ili) any management plan developed pursuant to this Agreement;
- (g) to promote collaboration and information sharing between the Parties in the management and planning of the Park and other matters of common interest to them;
- (h) to provide for planning and management of the Park in a manner that:
 - recognizes and protects the culture and history of the Park, which includes the culture, written and oral history and traditions of Snuneymuxw and acknowledges the authority of Snuneymuxw in the interpretation of Snuneymuxw names and history;
 - conserves the natural resources of the Park for their intrinsic and scientific values; compatible recreation and tourism; and other compatible economic opportunities;
 - (iii) preserves access to the Park for all British Columbians, for their use, recreation, and enjoyment, in accordance with this Agreement, any management plan for the Park, and federal and provincial laws;
 - (iv) Integrates scientific and traditional knowledge in the management of the natural and cultural resources in the Park; and
 - (v) accepts the continuation of existing park use permits in the Park, in accordance with and subject to clause 13.

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13. Existing park use permits for the Park will continue until the end date stated in the permit, unless the permit is terminated earlier in accordance with its terms and applicable legislation. The Management Board may make recommendations on existing park use permits and on applications for new park use permits (including applications for renewal).

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Management Board

- 14. Upon execution of this Agreement, the Parties will establish a Management Board whose primary function is to consider the interests of Snuneymuxw, the City, and the Province, and to make recommendations to the Parties or any Party on the planning and management of the Park.
- 15. The Management Board will consist of six members, being two members appointed by Snuneymuxw, two members appointed by the City, and two members appointed by the Province.
- Subject to the provisions of this Agreement, the Management Board may establish rules and procedures for its internal operations.
- The Management Board will meet as often as required and at least twice annually.
- The quorum for meetings will be four persons, including one representative of each Party.
- 19. Unless otherwise agreed, the Province will provide administrative support for Management Board meetings, in accordance with the *Financial Administration Act*, R.S.B.C. 1996, c. 138.
- 20. All joint or separate public communications regarding the Management Board and its activities will be discussed, in advance, by the Parties.
- 21. Whenever possible, the members of the Management Board will advise each other in advance of information they are required to disclose, including requests that have been received under the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.
- 22. The Management Board may make written recommendations to any Party on any matters set out in this Agreement. The Management Board members will use their best efforts to achieve consensus in their recommendations and will employ the principles of dispute avoidance and resolution set out in this Agreement, when necessary. If consensus is not achieved, the Management Board will submit all recommendations of the members to the Parties.
- 23. Without limiting the other provisions of this Agreement, the Management Board may discuss and make recommendations on the following issues:
 - (a) park management planning and priorities;
 - (b) operational issues;
 - (c) compatible economic opportunities;

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- (d) capital development budgets;
- (e) tendering and awarding of contracts;
- (f) research projects;
- (g) changes to the Park's boundary;
- (h) naming protocols and the use of place names;
- (i) the development of models for suitable processes to deal with ancient burial sites in the Park;
- (j) strategies to build the capacity of Snuneymuxw Nation members, to facilitate their involvement in the planning, management, and operation of the Park;
- (k) business reports or other analyses pertinent to the Park;
- existing park use permits and applications for new park use permits (including applications for renewal); and
- (m) other issues of mutual interest to the Parties.
- 24. Without limiting clauses 22 or 23 above or clause 28 below, the Partles agree that the Board will, among its first priorities, discuss, consider and make recommendations regarding:
 - the revenue opportunities for the Park, as described in the Park Use Business Case Analysis dated September 2, 2005, prepared by Grant Thomton LLP;
 - (b) the opportunities for joint development and implementation of the following specific capital projects, which are permitted activities under the existing operations contract: ferries; establishment of an expanded mooring buoy base; wharfage; and construction of a longhouse;
 - (c) the identification and management of sites of special cultural significance to Snuneymuxw within the Park on a case by case basis, including methods for maintaining the confidentiality of those sites, taking into account the requirements for protection of natural resources and cultural features in the Park, Snuneymuxw cultural activities, traditional renewable resource harvesting activities consistent with section 35(1) of the *Constitution Act*, 1982, and visitor understanding and enjoyment;

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- (d) a detailed inventory of aboriginal and non-aboriginal sites of special significance within the Park, as a component of planning for the construction of new infrastructure and facilities in the Park.
- 25. The Management Board will receive Snuneymuxw approval before making recommendations regarding:
 - (a) the depiction of First Nation language in Park signage and interpretation materials;
 - (b) the use of First Nation place names in the Park;
 - (c) the interpretation of First Nation history in the Park;
 - (d) the disclosure of information regarding First Nation heritage sites or archaeological areas in the Park to persons other than Ministry of Environment staff and Management Board members;
 - (e) the engagement of archaeological consultants to work on or study First Nation heritage sites or archaeological areas in the Park; or
 - (f) the designation of First Nation heritage sites or other archaeological areas in the Park.

Management Plans

- 26. The Management Board:
 - a) will review the 1996 master plan for the Park, and may recommend to the Minister that the 1996 master plan be amended; and
 - b) may manage any process for the amendment of the 1996 plan, under the Park Act.
- 27. The Management Board will oversee the creation of and may directly prepare draft annual management plans for the Park, for approval by the Province.

Heritage Sites

28. Snuneymuxw may notify the Management Board of sites in the Park which it considers require designation under the Heritage Conservation Act, R.S.B.C., c. 187. The Management Board, or the Minister, will upon such notification take the necessary steps under that legislation to apply for such designation for those sites.

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Dispute Avoidance and Resolution

- 29. The Parties are committed to open, honest, and respectful interaction with each other, in order to communicate effectively and avoid disputes.
- 30. In that spirit, the Parties and members of the Management Board from time to time will seek to avoid disputes relating to this Agreement (and, if they choose, in any other context) and to reach consensus in decision-making by actively listening to each other's concerns, seeking clarification of issues and statements to avoid misunderstandings, understanding differing cultural approaches to communication, and adopting such other mechanisms and processes that will assist in achieving the avoidance or resolution of disputes if possible.
- 31. Where the Minister of Environment disagrees with a written consensus recommendation received from the Management Board, or with any dissenting written recommendation received from one or more Management Board members, the Minister will:
 - (a) write to the Management Board and to any dissenting member, prior to making the decision, including reasons for the disagreement;
 - (b) offer the Management Board and any dissenting member an opportunity to submit any further written recommendations to the Minister, within thirty days from the date of the letter in clause 31 (a);
 - (c) instruct Ministry staff to meet with the Management Board, upon request, to discuss the recommendation(s), and the Minister may also request such a meeting; and
 - (d) write to the Management Board and any dissenting member with the final decision and rationale.
- 32. The City and the Snuneymuxw recognize that, after due process has been followed, and a full and fair consideration of any recommendation made under this agreement has occurred, including matters raised at any meeting requested under clause 31(c), the Minister may make a decision regarding the recommendation.

Review and Amendment

33. The Management Board will review this Agreement annually on or about the anniversary of its signing and may make any recommendations it considers appropriate to the Partles, to amend the Agreement. If the Partles do not agree on the recommendations for amendment made by the Management Board, any Party may terminate the Agreement in accordance with clause 36 below.

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34. For the avoidance of doubt, the Management Board may amend its internal policies and procedures but may not amend this Agreement or the structures and processes established under this Agreement.

Term

- 35. This Agreement will take effect on the date that it is signed by all Parties.
- 36. This Agreement will remain in force until it is terminated by any Party on thirty (30) days notice to the other Parties, in writing, stating the reasons for termination, or by any other agreement among all of the Parties that expressly terminates this Agreement.

The Parties have reached this Agreement on the 9 day of Suplan, 2007.

Signed on behalf of Snuneymuxw by:

Chief Viola Wyse

In the presence of:

Wite

Signed on behalf of the City by:

Mayor Gary Korpan

In the presence of: Witness

Ht 2

lan Howat, Director, Legislative Services

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Signed on behalf of the Province by:

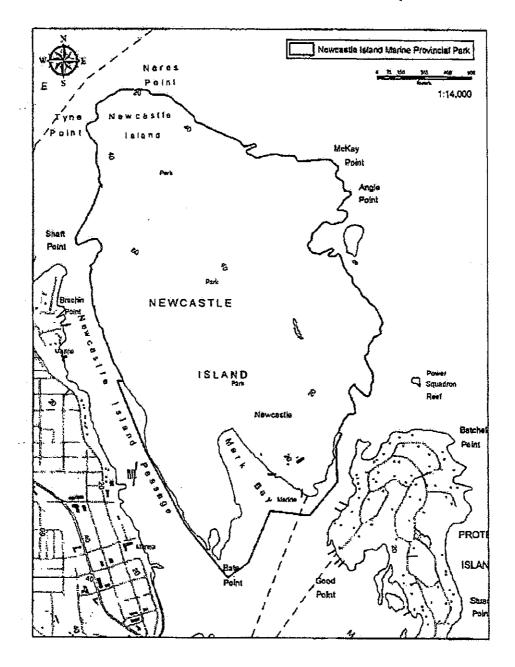
Minister of Environment

In the presence of:

Witness

Appendix A

Newcastle Island Marine Provincial Park - Map



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"In Camera" Information Report

DATE OF MEETING JANUARY 14, 2019

AUTHORED BY BILL CORSAN, DEPUTY DIRECTOR, COMMUNITY DEVELOPMENT

SUBJECT CITY OF NANAIMO AND NANAIMO PORT AUTHORITY BACKGROUNDER

OVERVIEW

Purpose of Report

To provide Council with background information on the relationship between the City of Nanaimo and the Nanaimo Port Authority.

Reason for "In Camera"

Community Charter Section 90 (1):

- (e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality; 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.

Resolution to Rise and Report

To be released following the meeting

Recommendation

That the report titled "City of Nanaimo and Nanaimo Port Authority Backgrounder" dated 2019-JAN-14 be received for information.

DISCUSSION

The Nanaimo Port Authority (NPA) is a Federal agency whose mandate is to administer, control, manage and protect the navigation and safety of the Nanaimo Harbour. The NPA jurisdiction includes:

- Upland/waterlot leases along the Newcastle Channel on Stewart Avenue;
- A portion of Maffeo Sutton Park and the Crab Dock;
- The Boat Basin/Harbourfront Plaza;
- The Assembly Wharfs & Cruise Ship Terminal;
- The Duke Point Terminal; and
- The administration of vessel movements from Departure Bay to Gabriola Island.

The Nanaimo Harbour Commission was created in 1961 and the Port was continued as the Nanaimo Port Authority pursuant to the *Canada Marine Act* in 1998. The *Canada Marine Act* created 18 Port Authorities with their own Letters Patent and responsibility to Parliament through Transport Canada. Other Federal Port Authorities in BC include Vancouver Fraser Port Authority, Prince Rupert Port Authority and Port Alberni Port Authority.

As a Federal entity, the NPA is not subject to Provincial or Municipal bylaws and regulations and have their own administration processes for development, leasing and operations.

The *Canada Marine Act* requires each of the Port Authorities to be financially self-sufficient. They do not receive federal funding to meet operating costs or deficits.

The Letters Patent for each Port Authority identify the range of activities that each organization can undertake. The Letters Patent for the NPA do not permit residential development on NPA administered land which restricts the development potential to marine related uses.

Governance

Canadian Port Authorities operate at arm's length from the Federal Government. They are governed by a board of directors appointed by three levels of government: Federal, Provincial and Municipal. The Federal Transport Minister, on the recommendation of the Port Users, appoints the four other Directors. The Board elects a Chairperson from among their number. The current NPA Board Chair is Michelle Corfield, of the seven Director positions, six are filled and one is currently vacant.

Directors are appointed to hold office for a term of up to three years. Directors remain on the board after the expiry of their term until they resign or another Director is appointed in their place. A Director shall serve no more than nine consecutive years on the board.

Michelle Corfield is the City appointee and whose term expires on 2021-JUN-30. While an appointee of the City, Ms. Corfield's fiduciary responsibilities lie with the NPA.

The NPA Board appoints a President and Chief Executive Officer. The position is currently vacant and being filled by Ian Marr (Vice President of Finance & Administration) and Mike Davidson (Vice President of Properties and Environment).

Economic Impact

The Port of Nanaimo contributes directly to employment and the economy in the region through its operations and activities. In 2014, the NPA commissioned an Economic Impact Analysis of the organization on the region. The highlights of the study were that on an annual basis the NPA contributes:

- 3,200 direct jobs;
- 2,900 direct person years of employment;
- \$185 million on wages; and
- \$290 million in direct Gross Domestic Product.

City/NPA Relationship

The City and NPA do not have a formal protocol working agreement, but do work closely together on projects of mutual benefit.

Council and the NPA Board generally meet twice a year to discuss projects, opportunities and issues.

Staff work with the NPA on a regular basis on a range of issues including land use and development, transportation, security and fire.

In 2016, the previous Council passed a number of resolutions supporting the creation of a notfor-profit Society tasked with becoming the official steward of Nanaimo's waterlots. (Attachment A). The NPA requested that Council reconsider the motions in a letter dated 2017-MAR-08 (Attachment B). No action was taken by the City.

From a development approvals perspective, the NPA is exempt from the City's zoning, development permit and building permit processes. In the case of tenant improvements, the NPA has historically referred development applications to the City for review. This includes the City's review of Development Permits and Building Permits.

Current NPA Projects of Note

The NPA has a number of important projects underway that have a positive impact on the regions economy. These include:

- Vehicle Processing Centre (Assembly Wharf) A portion of the Assembly Wharf is being transformed into an offloading terminus and preparation area for new European automobiles. The project is a partnership between the NPA and Western Stevedoring who are building and operating the terminal. The project includes the renovation of the existing 60,000 sq. ft. building, an upgraded dock structure and a new holding compound. The first phase of the project has a value of \$19 million and will create 50 new jobs in the community.
- Western Canada Marine Response Corporation (WCMRC) (Assembly Wharf) A new 25-year lease with the NPA for three acres of land and waterlot on the Assembly Wharf lands has been granted to WCMRC. The Nanaimo response base will function as a hub for all of WCMRC bases on Vancouver Island to respond to oil spills in the Salish Sea. Construction is expected to cost \$10million and will be home to 35 full-time response personnel and 15 response vessels.
- Nanaimo-Vancouver Passenger Ferry Service The City, NPA and Snyneymuxw First Nation (SFN) worked together through a Request for Proposal (RFP) process to secure an operator for a passenger ferry service between Nanaimo and Vancouver. Through the process, Island Ferry Services Limited (IFSL) was identified as the preferred operator and chose to locate their operations at the existing NPA Cruise Ship facility. IFSL have reached lease terms with the NPA and anticipate operations to commence in the spring of 2019.
- Boat Basin Marina Redevelopment Plan In 2018, the NPA completed design plans for a new downtown boat basin marina which will increase available moorage by 50% using the same footprint. The redevelopment plan envisions a phased approach over a number of years with a value of \$12million.

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SUMMARY POINTS

- The Nanaimo Port Authority (NPA) is a Federal Port Authority, governed under the • Canada Marine Act.
- The NPA is led by a Board comprised of seven Directors. The City of Nanaimo • nominates one Director who is appointed for a term of three years. The current representative is Michelle Corfield.
- The NPA has a significant positive impact on the regional economy as the only deep • sea port on eastern Vancouver Island.
- After a number of years of decline, the NPA is witnessing considerable investment in the Assembly Wharf property with a new Vehicle Processing Centre set to open in January 2019. Western Canada Marine Response Base has signed a 25-year lease for three acres of the Assembly Wharf property and Island Ferry Services Limited is set to launch a passenger ferry service to Vancouver in 2019 from the property.

ATTACHMENTS

Attachment A: 2016 Council Resolutions Regarding Nanaimo Port Authority

Submitted by:

Concurrence by:

Bill Corsan Deputy Director, Community Development Dale Lindsay Director, Community Development

ATTACHMENT A

Council Motions

Council has previously passed the following motions pertaining to this topic.

Minutes Committee of the Whole Meeting 2016-NOV-14:

It was moved and seconded that the following two recommendations be referred to Staff for input and to return to Council with options on how to proceed:

- 1. That Council move to support Nanaimo Marina Owners, also known as the Nanaimo Marina Association, in their efforts to change the Nanaimo Port Authority's Lease Rate scheme; so that it becomes a model based on the marina business's income;
- 2. That Council support efforts to work with Snuneymuxw First Nation, the City of Nanaimo, the Marina industry and the Community-At-Large to form a not-for-profit Society tasked with becoming the official steward of Nanaimo's water lots; and,
- 3. That Mayor and Council send a letter to Ottawa with the Nanaimo Marina Association delegation indicating that the City of Nanaimo strongly supports the Nanaimo Marina Association and the community's efforts for a change to the fair market approach to the lease rates.

The motion carried unanimously.

Minutes Committee of the Whole Meeting 2016-DEC-12:

By unanimous consent Council directed Staff to prepare a draft resolution to be submitted to the Federation of Canadian Municipalities and for Council to approve at the 2016-DEC-19 regular Council meeting on the topic of the fair market approach to the lease rates for marinas.

Minutes Special Council Meeting 2016-DEC-19:

It was moved and seconded that Council:

- 1. adopt the resolution to change the federally governed Port Authority lease rates structure to reflect a fair market value approach.
- 2. direct Staff to submit the adopted resolution to the Federation of Canadian Municipalities for consideration at the 2017 Annual Conference and Trade Show.

The motion carried unanimously.

It was moved and seconded that the adopted 2017 Federation of Canadian Municipalities resolution regarding Port Authority Lease Rates be forwarded to the Nanaimo Port Authority, the Marina Association, Leonard Krog, MLA; and Sheila Malcolmson, MP Nanaimo-Ladysmith. The motion carried unanimously.

The Following motion was put forward for consider at the annual Federation of Canadian Municipalities 2017-JUN-01:

MARINA LEASE RATES

WHEREAS under the *Canada Marine Act* the Nanaimo Port Authority is required to set the lease rate structure for water lots at market value.

WHEREAS the Nanaimo Marina Owners contest that the Nanaimo Port Authority lease rates structure does not represent a fair market approach;

WHEREAS the Nanaimo Marina Owners recommend a fair market model based on a business owners' income;

THEREFORE BE IT RESOLVED that the Federation of Canadian Municipalities work with the Nanaimo Port Authority to develop a lease fee model that is based on a fair market approach.

2017 - March:

The Resolution was not approved by the Federation of Canadian Municipalities Board of Directors and subsequently was not forwarded to the 2017-JUN-01 Federation of Canada Municipalities Annual General Meeting.

Minutes Council Meeting 2017-APR-03:

It was moved and seconded that Council support the Greater Nanaimo Waterfront Association's efforts to work with the Snuneymuxw First Nation, the City of Nanaimo, the Regional District of Nanaimo, the marine industry and the community at large to form a not-for-profit Society tasked with becoming the official steward of Nanaimo's water lot properties. The motion carried.

"In Camera" Information Report

DATE OF MEETING JANUARY 14, 2019

AUTHORED BY RICHARD HARDING, DIRECTOR, PARKS AND RECREATION

SUBJECT CITY OF NANAIMO AND SCHOOL DISTRICT #68 BACKGROUNDER

OVERVIEW

Purpose of Report

To provide Council with background information on the relationship between the City of Nanaimo and School District #68.

Reason for "In Camera"

Community Charter Section 90(1):

- the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- (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; and,

Section 90(2):

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

Resolution to Rise and Report

To be released following the meeting.

Recommendation

That the report titled "City of Nanaimo and School District #68 Backgrounder" dated 2019-JAN-14 be received for information.

DISCUSSION

Collaboration Agreement

The City of Nanaimo and School District #68 (SD68) entered into a formal Collaboration Agreement in 2012 between the Board of Education and City Council. The mission of the agreement is to work together on initiatives of mutual interest for the benefit of Nanaimo residents. Areas of mutual interest including:

- Land Use Planning
- Environmental Protection

- Development Planning and Processes
- Economic Development

- Transportation and Traffic Management
- Emergency Planning
- Sustainable, healthy communities
- Special Projects

- Child Care and Preschool
- Capacity Building
- Joint Facility Planning and Use, where appropriate
- Other initiatives of mutual interest

The agreement outlines that the Council and Board should be meet twice annually, while a staff working committee would meet on a quarterly basis. Meetings were held consistently through 2012 and 2013. Since that time, joint meetings have been held inconsistently. The goal is to start to have consistent meetings moving forward for the Board/Council (minimum twice a year) and the staff working committee four times per year.

The following are some examples of joint projects:

Land Exchange

At the beginning of 2012, SD68 approached the City regarding the acquisition of surplus SD68 properties. A land exchange with benefits to both parties was negotiated and approved by Council at the end of 2012. The agreement cleared up some issues with historical land ownership and repurposed many properties into higher and better uses.

The key parcels of land included:

TO CITY FROM SD68	TO SD68 FROM CITY
Harewood School Sports Field	Quennell Square Lands
Oliver Woods Lands – 13.5 acres for park and 1.5 acres for road dedication	 Oliver Woods Lands – ability to create 6- acre development parcel
 Northfield School and surrounding grounds 	Princess Royal School Lands
Dickinson Road Lands – Pioneer Forest addition to May Richards Bennett Pioneer Park	Bayview Elementary Lands
	Pauline Haarer Elementary Lands

Swim to Survive Program

The Swim to Survive program is a partnership between the City, SD68, and Lifesaving Society of BC. The program was initiated in 2013 with a focus on teaching every Grade 3 student in SD68 basic swim survival skills. The program removes all barriers to accessing basic swimming skills. The program was then expanded in 2016 for "Swim to Survive Plus" to include Grade 7 students to re-establish and add to those swim survival skills. The program averages approximately 1,600 students annually, about 900 Grade 3 students and 700 Grade 7 students.

Rotary Bowl, Serauxmen Stadium, NDSS Community Field

In 2017, the City and SD68 entered into an agreement for the City to purchase the Rotary Bowl and Serauxmen Stadium and, working together, develop a community artificial turf field on Nanaimo District Secondary grounds. Construction of the field began in 2017 and was fully operational by 2018. The field is utilized by the School District during school hours and community use is on evenings and weekends and is governed by an operating committee with staff members from both organizations. Field maintenance is the responsibility of the City.

Fifth Street Properties

The City and SD68 have entered into a Memorandum of Understanding with BC Housing for a planning process regarding 502 and 505 Howard Avenue and 564 Fifth Street. Each organization will retain ownership of each parcel.

SUMMARY POINTS

- Formal Collaboration Agreement between the City and SD68 outlines areas of mutual interest.
- Council and Board are to meet twice annually to discuss areas of mutual interest.
- Staff Working Committee will meet quarterly.

ATTACHMENTS

Attachment A: Collaboration Agreement between Nanaimo City Council and the Board of Education of School District 68.

Submitted by:

Richard Harding Director, Parks and Recreation

ATTACHMENT A

2012-NOV-28 until cancelled CT-3 by either party.

AM 818

COLLABORATION AGREEMENT



Between the

BA School Nanaimo District R Ladysmith

Nanaimo City Council and the Board of Education of School District 68 (Nanaimo-Ladysmith)

The Nanaimo City Council and the Board of Education of School District 68 (Nanaimo/Ladysmith) will strive to work together on initiatives of mutual interest for the benefit of Nanaimo residents. It is important to think creatively and collaboratively about our shared responsibility for community well-being

This Collaboration Agreement signals our commitment to:

- open communication
- a collaborative approach to decision making where there is mutual interest
- short and long term planning that best meets community and education needs.

This AGREEMENT dated for reference the 29 of Multimber 2012.

BETWEEN: The Nanaimo City Council (hereinafter called the "Council")

AND: The Board of Education of School District 68 Nanaimo-Ladysmith (hereinafter called the Board")

WHEREAS:

- Α. The Council and the Board each have distinct governance authorities and responsibilities towards residents and stakeholders and acknowledges that the interests of all community members are best served by working together in the spirit of cooperation AND
- The Council and the Board recognize that a formal commitment to collaborative decision making Β. and effective communication will result in more successful community development.

NOW THEREFORE the Council and the Board enter into this Agreement to formalize their commitment to: sharing information, improving communications, addressing specific concerns, setting a solid foundation for future planning and raising awareness and understanding of current and future challenges, duties and responsibilities under the Local Government Act and the Community Charter and under the School Act.

1.0 PURPOSE

The purpose of this Collaboration Agreement (hereinafter called the "Agreement") is to:

- Enter into a more formal arrangement between the Board and the Council to establish and 1.1 maintain a long-term relationship based upon effective communications and effective collaboration; and
- 1.2 Establish a Staff Working Committee, comprised of senior staff members of both parties to further the development of Clause 1.1.
- 1.3 The Agreement does not replace or diminish the existing Agreements between the Board and the Council.

2.0 PRINCIPLES OF COOPERATION

We agree that the Board and the Council will:

- 2.1 Meet regularly to promote and encourage open and constructive dialogue based on mutual trust, honesty, respect and understanding.
- 2.2 Continually promote understanding of each other's governing structures, capacities, roles, responsibilities and current projects.
- 2.3 Maintain respect for the views and authority of each other.

3.0 PRINCIPLES FOR COMMUNICATION

- 3.1 We recognize that the foundation of a successful Board to Council relationship is open and timely communication. Effective communication between each other can help achieve collaborative decision making and lead to cooperative actions on common areas of interest.
- 3.2 We consider ourselves to have an obligation to communicate effectively between each other and with the residents, stakeholders and other partners.
- 3.3 We acknowledge and recognize that communication and information sharing for the key joint interests set out in Clause 4.1 may be subject to Federal and Provincial Freedom of Information and Protection of Privacy Legislation.
- 3.4 We will endeavour to acknowledge each other's political representatives at events or meetings.

4.0 KEY JOINT INTERESTS

- 4.1 We agree to work together within applicable statutes on all areas of mutual interest, which may, at various times, include the following elements:
 - Land Use Planning
 - Development Planning and Processes
 - Environmental Protection
 - Economic Development
 - Transportation and Traffic Management
 - Child Care and Preschool
 - Emergency Planning
 - Capacity Building
 - Sustainable, Healthy Communities
 - Joint Facility Planning and Use, where appropriate
 - Special Projects
 - Other Initiatives of mutual interest

5.0 STAFF WORKING COMMITTEE

- 5.1 A Senior Staff Working Committee will carry out the intent of this Agreement based on direction provided from Board and Council.
- 5.2 The Committee will meet quarterly, or as required and the primary liaison will be the Board's Secretary-Treasurer and the City Manager.
- 5.3 The duties and responsibilities of the Staff Working Committee are:
 - a) To facilitate communications and collaboration on items of mutual interest to each other.
 - b) To provide advice to the Council and the Board.
 - c) To implement the decisions of the elected Council and Board for the undertaking of specific projects and initiatives.
 - d) To establish technical committees and/or working groups to undertake specific projects as required, and
 - e) To identify and recommend financial and other resources required to undertake projects of mutual benefit.

6.0 COUNCIL AND BOARD MEETINGS

6.1 The elected Council and Board will endeavor to meet twice annually to provide leadership, to recommend strategic direction and to monitor and evaluate the implementation of this Agreement and the specific initiatives undertaken thereto.

7.0 TERMS OF THE AGREEMENT

- 7.1 This Agreement shall take effect by a formal resolution of each respective party.
- 7.2 This Agreement is a living document and may be subject to revision from time to time by mutual consent. The revisions must be agreed to in writing and by formal resolution by each respective Council and Board.
- 7.3 This Agreement will remain in effect continuously unless terminated by either of the parties by providing sixty (60) days' notice in writing, to be delivered by hand, email or registered mail.
- 7.4 This Agreement does not prejudice or affect the Board's rights, powers, duties or obligations in the exercise of its functions pursuant to the School Act, as amended from time to time.
- 7.5 This Agreement does not prejudice or affect the Council's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act*, the *Community Charter* and other applicable statutes as amended from time to time.

8.0 CONTACT INFORMATION

BOARD OF EDUCATION OF SCHOOL DISTRICT 68 (NANAIMO-LADYSMITH) c/o Secretary-Treasurer 395 Wakesiah Avenue, Nanaimo, BC V9R 3K6

CITY OF NANAIMO

c/o City Manager 455 Wallace, Nanaimo, BC V9R 5J6

IN WITNESS THEREOF the Parties have hereunto affixed their signatures as of the day and year first written above.

Nanaimo City Council

UID BY: MAYOR JOHN RUTTAN

WITNESS

BY: CORPORATE OFFICER

A.

BY: CHAIR, JAMIE BRENNAN WITNESS Phil Turin, CGA Secretary-Treasurer School District 68 (Nanaimo-Ladysmith)

The Board of Education of School District 68 (Nanaimo-Ladysmith)



AGENDA

SPECIAL "IN CAMERA" COMMITTEE OF THE WHOLE MEETING

Friday, January 18, 2019, 2:00 P.M. - 4:00 P.M. Board Room, Service and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC

1. APPROVAL OF THE AGENDA:

That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

1. Adoption of Agenda - 90(1)(n) 2(a) - 90(1)(e)

(e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality; and,

(n) the consideration of whether a Council meeting should be closed under a provision of this subsection or subsection (2).

2. REPORTS:

a.

3. ADJOURNMENT OF "IN CAMERA" MEETING:

Pages



AGENDA "IN CAMERA" COUNCIL MEETING

Monday, February 4, 2019, 4:30 P.M. - 7:00 P.M. DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE 80 COMMERCIAL STREET, NANAIMO, BC

SCHEDULED RECESS AT 5:30 P.M.

Pages

1. APPROVAL OF THE AGENDA:

That Council, in accordance with the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

1. Adoption of Agenda

5(b). - 90(1)(e)

5(c). Youth Poet Laureate Recommendation - 90(1)(a)

5(d). CAO and Council Matters - 90(1)(c)

Section 90(1):

(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

(c) labour relations or other employee relations; and,

(e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality.

2. ADOPTION OF THE MINUTES:

a. Minutes

Minutes of the Special "In Camera" Council Meeting held in the Boardroom, Services and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC, on Monday, 2019-JAN-07, at 1:00 p.m. 4 - 5

b. Minutes

Minutes of the Special "In Camera" Council Meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, Nanaimo, BC, on Monday, 2019-JAN-14, at 4:30 p.m.

c. Minutes

Minutes of the "In Camera" Council Meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, Nanaimo, BC, on Monday, 2019-JAN-21, at 5:30 p.m.

3. PRESENTATIONS:

- 4. CONSENT ITEMS:
- 5. REPORTS



To be introduced by Dale Lindsay, Director of Community Development.

Purpose: To obtain Council approval for appointment to the position of Youth *Poet Laureate.*

Recommendation: That Council approve the appointment of Ms. Valina Zanetti to the position of Youth Poet Laureate for a two-year term ending 2021-FEB-04.

d. CAO and Council Matters

To be introduced by Jake Rudolph, Chief Administrative Officer.

6 - 9

10 - 12

43 - 47

- 6. CORRESPONDENCE:
- 7. ADJOURNMENT OF "IN CAMERA" MEETING:

SPECIAL "IN CAMERA" MINUTES COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS BOARDROOM, SERVICE AND RESOURCE CENTRE, 411 DUNSMUIR STREET, NANAIMO, BC MONDAY, 2019-JAN-07 AT 1:00 P.M.

Present:	Mayor L. Krog Councillor D. Bonner Councillor T. Brown Councillor B. Geselbracht Councillor E. Hemmens Councillor Z. Maartman Councillor I. W. Thorpe
Absent:	Councillor S. D. Armstrong Councillor J. Turley
Staff:	 J. Rudolph, Chief Administrative Officer R. J. Harding, Director of Parks and Recreation (vacated 1:50 p.m., entered 2:10 p.m.) D. Lindsay, Director of Community Development (vacated 1:50 p.m., entered 2:10 p.m.) B. Sims, Director of Engineering and Public Works J. Van Horne, Director of Human Resources K. Fry, Fire Chief S. Gurrie, City Clerk (vacated 1:54 p.m., entered 2:10 p.m.) S. Snelgrove, Steno Coordinator (vacated 1:50 p.m., entered 2:10 p.m., vacated 4:20 p.m.) K. Gerard, Recording Secretary (vacated 1:50 p.m., entered 2:10 p.m., vacated 4:20 p.m.)

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

The "In Camera" Meeting was called to order at 1:53 p.m.

Discussion took place regarding which section of the *Community Charter* to use to proceed "In Camera".

The "In Camera" meeting recessed at 1:54 p.m. The "In Camera" meeting reconvened at 1:55 p.m.

It was moved and seconded that Jake Rudolph, Chief Administrative Officer, would take the minutes of the "In Camera" meeting in the absence of the recording secretary and Sheila Gurrie, City Clerk. The motion carried unanimously.

S. Gurrie vacated the Boardroom at 1:55 p.m.

Staff present: Jake Rudolph, Chief Administrative Officer.

The "In Camera" meeting recessed at 2:10 p.m. The "In Camera" meeting reconvened at 4:03 p.m. Staff Present:J. Rudolph, Chief Administrative OfficerR. J. Harding, Director of Parks and RecreationD. Lindsay, Director of Community DevelopmentB. Sims, Director of Engineering and Public WorksK. Fry, Fire ChiefS. Gurrie, City ClerkS. Snelgrove, Steno Coordinator (vacated 4:20 p.m.)K. Gerard, Recording Secretary (vacated 4:20 p.m.)

2. <u>REPORTS:</u>



3. <u>ADJOURNMENT:</u>

It was moved and seconded at 4:32 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

CERTIFIED CORRECT:

CHAIR

CORPORATE OFFICER

SPECIAL "IN CAMERA" MINUTES COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE, 80 COMMERCIAL STREET, NANAIMO, BC MONDAY, 2019-JAN-14 AT 4:30 P.M.

Present:	Mayor L. Krog Councillor S. D. Armstrong Councillor D. Bonner Councillor T. Brown Councillor B. Geselbracht Councillor E. Hemmens Councillor Z. Maartman Councillor I. W. Thorpe
Absent:	Councillor J. Turley
Staff:	J. Rudolph, Chief Administrative Officer R. J. Harding, Director of Parks and Recreation D. Lindsay, Director of Community Development B. Sims, Director of Engineering and Public Works K. Fry, Fire Chief L. Fletcher, Inspector, RCMP (arrived 6:02 p.m.) S. Gurrie, City Clerk S. Snelgrove, Recording Secretary (vacated 6:50 p.m.)

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

The "In Camera" Meeting was called to order at 4:41 p.m.

2. <u>ADOPTION OF AGENDA:</u>

It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. ADOPTION OF MINUTES:

It was moved and seconded that the Minutes of the Special "In Camera" Council meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC on Monday, 2018-DEC-10 at 4:30 p.m. be adopted as circulated. The motion carried unanimously.

It was moved and seconded that the Minutes of the Special "In Camera" Council meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC on Wednesday, 2018-DEC-12 at 10:38 a.m., be adopted as circulated. The motion carried unanimously.

entered the Douglas Rispin Room at 4:46 p.m. R. Harding and B. Sims vacated the Douglas Rispin Room at 4:46 p.m.

4. <u>PRESENTATIONS:</u>

B. Sims entered the Douglas Rispin Room at 5:05 p.m.

R. Harding entered the Douglas Rispin Room at 5:17 p.m.

vacated the Douglas Rispin Room at

5:24 p.m.

5. <u>REPORTS:</u>

(a) <u>West Coast League Baseball - Letter of Support Request</u>

Introduced by Richard Harding, Director, Parks and Recreation.

It was moved and seconded that Council approve a letter of support to Serauxmen Amateur Baseball Society in their application to bring a West Coast Baseball League team to Nanaimo. The motion carried unanimously.

It was moved and seconded that Council direct Staff to proceed with a formal announcement and joint press releases if Nanaimo is successful in becoming an expansion team city for the West Coast Baseball League. The motion carried unanimously.

The Special "In Camera" Council Meeting recessed at 5:36 p.m. L. Fletcher entered the Douglas Rispin Room at 6:02 p.m. The Special "In Camera" Council Meeting reconvened at 6:02 p.m.

S. Snelgrove vacated the Douglas Rispin Room at 6:50 p.m.

6. <u>ADJOURNMENT:</u>

It was moved and seconded at 6:56 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

"IN CAMERA" MINUTES

COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE, 80 COMMERCIAL STREET, NANAIMO, BC MONDAY, 2019-JAN-21 AT 5:30 P.M. – 7:00 P.M.

- Present: Mayor L. Krog Councillor S. D. Armstrong Councillor D. Bonner Councillor T. Brown Councillor B. Geselbracht Councillor E. Hemmens Councillor Z. Maartman Councillor I. W. Thorpe Councillor J. Turley
- Staff: J. Rudolph, Chief Administrative Officer
 J. Van Horne, Director of Human Resources (arrived 6:05 p.m., vacated 6:42 p.m.)
 M. Blouin, Manager, Human Resources (arrived 6:05 p.m., vacated 6:42 p.m.)
 K. Fry, Fire Chief (arrived 6:43 p.m.)
 S. Snelgrove, Deputy Corporate Officer (vacated 6:05 p.m. returned 6:44 p.m.)
 J. Vanderhoef, Recording Secretary (vacated 6:05 p.m.)

1. <u>CALL THE "IN CAMERA" MEETING TO ORDER:</u>

The "In Camera" Meeting was called to order at 5:37 p.m.

2. INTRODUCTION OF LATE ITEMS:

- (a) Add Agenda Item 5(a) Protocol Agreement Working Group and reorder Agenda Items.
- (b) Add Agenda Item 5(d) Legal Updates re: Integrity Group and BBB.

3. <u>ADOPTION OF AGENDA:</u>

It was moved and seconded that Council, in accordance with the *Community Charter*, adopt the agenda as amended. The motion carried unanimously.

4. <u>ADOPTION OF MINUTES:</u>

It was moved and seconded that the Minutes of the "In Camera" Council Meeting held Monday, 2018-DEC-17 at 5:00 p.m. in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

5. <u>REPORTS:</u>

(a) <u>Protocol Agreement Working Group</u>

Introduced by Jake Rudolph, Chief Administrative Officer.

It was moved and seconded that Council confirm approval of the Protocol Agreement Working Group agreement, have Mayor Krog sign on behalf of the City and that Council approve funding a Council to Council dinner. The motion carried unanimously.

Councillor Armstrong vacated the Douglas Rispin Room at 5:48 p.m.

Councillor Armstrong returned to the Douglas Rispin Room at 5:51 p.m.

It was moved and seconded that Council eliminate the current budget of \$3,000 set out in Council Spending and Amenities Policy 1-0530-05 and bring forward conflict of interest issues on an as needed bases. The motion carried unanimously.

It was moved and seconded that Council rise and report regarding the removal of \$27,000 allocated to the Council Spending and Amenities Policy 1-0530-05 budget for review of conflict of interest issues. The motion carried unanimously.

S. Snelgrove and J. Vanderhoef vacated the Douglas Rispin Room at 6:05 p.m. M. Blouin and J. Van Horne entered the Douglas Rispin Room at 6:05 p.m.



- M. Blouin and J. Van Horne vacated the Douglas Rispin Room at 6:42 p.m.
- K. Fry entered the Douglas Rispin Room at 6:43 p.m.
- S. Snelgrove returned to the Douglas Rispin Room at 6:44 p.m.

6. <u>ADJOURNMENT:</u>

It was moved and seconded at 6:51 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

In Camera Report for Decision

File Number: CIL00346

DATE OF MEETING FEBRUARY 4, 2019

AUTHORED BY BILL CORSAN, DEPUTY DIRECTOR, COMMUNITY DEVELOPMENT

SUBJECT PROPERTY MANAGEMENT STRATEGY UPDATE

OVERVIEW

Purpose of Report

To provide Council with an update on the 2018 achievements associated with the City's Property Management Strategy and to seek direction for the priorities of Council in 2019.

Reason for "In Camera"

Community Charter Section 90(1):

(e) the acquisition, disposition, or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality.

Recommendation

That the report entitled "Property Management Strategy Update" dated 2019-FEB-04 be received for information and that Council provide Staff with direction on the 2019 acquisition and disposition priorities.

Resolution to Rise and Report

To be released upon receipt of the report by Council

BACKGROUND

Annually, Staff have presented to Council an update on the progress that has been made on the 2013 Property Management Strategy.

Attachment A summarizes the work completed in 2018. The highlights include:

- Land Inventory the City currently owns 1,603ha (3,961 acres) of land, with 1,095ha (2,705 acres) within the municipal boundaries and 508ha (1,255 acres) within the Regional District of Nanaimo;
- Land Acquisitions the key acquisitions of 2018 included: 5260 Tanya Drive (\$3,010,702) and a portion of 1125 Farquhar Street (\$194,750) at a total cost of \$3,205,452;
- Land Dispositions the City sold two properties at 2103 Bowen Road and a property on Nanaimo River Road
 for \$366,500;
- Unprotected Rights-of-Way the City secured 30 unprotected rights-of-way, reducing the overall total to 231 unprotected rights-of-way; and

• Leases and Licences – the City manages 162 leases and licences with an annual revenue of approximately \$250,360.

2019 Workplan – Acquisitions

In addition, other emerging priorities have been identified to support Council projects from the 2016-2019 Strategic Plan. Acquisitions that are planned for 2019 include:

Property Name	Address	Size	Estimated Value	Strategic Plan Alignment	2019 Budget
Seaspan	1 Port Drive	6.2 acres of	\$991,465	Phased	\$1,140,331
Right-of-Way		right-of-way	4001 ,400	Redevelopment of South	φ1,140,001
				Downtown	
				Waterfront	
				Waterfront Walkway	

The projected 2018 closing balance/2019 opening balance to support land acquisitions includes:

- Property Sales Fund \$755,588
- Parks DCC \$556,338
- Property Acquisitions \$1,598,138

Each year, the budget includes an additional \$600,000 to fund property purchases from the Strategic Infrastructure Reserve.

Staff have included for information the following properties of interest:

If Council is interested in any of the above acquisitions, Staff will conduct due diligence and return to Council with a more detailed Staff report on the opportunities and potential challenges with each property.

In addition, there is likely an interest to secure additional sites for affordable housing projects. A separate report will be brought to Council outlining options and locations for consideration.

2019 Workplan – Dispositions

Council has provided Staff direction to dispose of the following properties in 2019:

Address	Size	Sale Price	Closing Date	Purchaser
897 Albert St., 474 and 478	0.66 acres	\$1.00	January 2019	
Pine St.				
4134 Wellesley	818 sq. ft.	\$23,000	January 2019	
Avenue				
5290 Rutherford	2.5 acres	\$850,000	2019	RFP Process in
Road				progress

In addition, Staff may be seeking Council direction to advance the disposition of the following properties:

OPTIONS

- 1. That the report entitled "Property Management Strategy Update" dated 2019-FEB-04 be received for information and that Council provide Staff with direction on the 2019 acquisition and disposition priorities.
 - **Budget Implication:** The projected 2018 closing balance and 2019 opening balance of the main funding sources for land acquisitions include: the Property Sales Reserve Fund (\$755,588); Parks DCC Fund (\$556,338) and the Property Acquisition Fund (\$1,598,138).
 - Legal Implication: Staff will ensure the City solicitor provides advice and oversees the conveyance of any acquisitions or dispositions.
 - **Policy Implication:** Managing the City's land assets is an important tool in delivering the City policies and priorities.
 - Engagement Implication: Disposition of City land requires notification in the local newspaper.
 - **Strategic Priorities Implication:** The City has allocated resourcing towards acquisitions associated with the phased development of south downtown waterfront.
 - **Political Implication:** There appears to be interest from the community for Council to acquire certain high-profile parcels of land within the city.

SUMMARY POINTS

- The City's land inventory includes 1,603ha (3,961 acres) of land, which excludes land dedicated as road in the city.
- In 2018, the City acquired 56.4 acres of land, at a total cost of \$3,205,452.
- In 2018, the City sold two properties at 2103 Bowen Road and a property on Nanaimo River Road for \$366,500.
- Staff are seeking Council direction on priority acquisition and disposition opportunities in 2019.

ATTACHMENTS

ATTACHMENT A: Memorandum - Results of the 2018 Property Management Strategy

Submitted by:

Concurrence by:

Bill Corsan Deputy Director, Community Development Dale Lindsay Director, Community Development

Laura Mercer Acting Director, Financial Services

ATTACHMENT A

MEMORANDUM 2018 PROPERTY MANAGEMENT STRATEGY UPDATE

Land Inventory

The City's land inventory includes 1,603ha (3,961 acres) of land, which excludes land dedicated as road within the city. Approximately 1,095ha (2,705 acres) of land is within the municipal boundaries and 508 ha (1,255 acres) is located to the south and west of the city within electoral areas A and C in the Regional District of Nanaimo.

There are 444 parks encompassing 1,018ha (2,515 acres) and 25 land parcels encompassing 21 ha (51 acres) that have buildings used for civic (municipal), commercial and residential purposes within the city. The City owns 3 cemeteries and 146 "other" types of property. These properties encompass 50ha (123 acres).

Acquisition Priorities

The goal of the land acquisition component of the Strategy is to consolidate all of the City's acquisition objectives in one location and to rank them in priority based on a set of criteria. The criteria includes having a secure funding source, the relationship to the Strategic Plan, risk if opportunity is lost, value (price) and willingness of vendor to sell.

Address	Size (ha)	Size (acres)	Date Acquired	Price (including closing costs)	Purpose
100 Hawk Point Road	0.08	0.19	2018-JAN-09	\$0	Park
3789 & 3801 Shenton Rd.	0.142	0.35	2018-JAN-19	\$0	Road
3831 Shenton Road	0.24	0.60	2018-JAN-19	\$0	Park
551 Grewal Place	0.49	1.22	2018-JAN-25	\$0	Park
275 Cypress Street		17.24m ²	2018-APR-20	\$3,250	Sidewalk
5260 Tanya Drive	20.27	50.08	2018-JUN-15	\$3,010,702	Park
1620 College Drive	1.15	2.86	2018-JUN-15	\$0	Park
1125 Farquhar Street	0.14	0.35	2018-JUL-03	\$194,750	Future Road Connection
638 Sarum Rise Way		46.6m ²	2018-JUL-26	\$0	Park
3921 Jingle Pot Road		264.5m ²	2018-SEP-07	\$0	Park
3724 Delia Terrace		373.0m ²	2018-SEP-07	\$0	Park
893 Kentwood Way	0.3	0.75	2018-DEC-18	\$0	Park
Total Cost of Land Area Acquired in 2018				\$3,208,702	

In 2018, the following properties were acquired by the City.

Disposition Strategy

In 2018, the City disposed of the following property:

Address or Road Closure Name	Size	Closing Date	Sale Price
3789 & 3801 Shenton Road	0.6 acres	2018-JAN-19	\$0
2103 Bowen Road	0.471 acres	2018-MAR-09	\$350,000
Nanaimo River Road	0.7 acres	2018-JUL-27	\$16,500
Total Revenue Received 2018			\$366,500

Securing Unprotected Utilities

Addressing the number of unprotected rights-of-way in the city is an important issue identified in the Strategy and ties into the goal of Asset Management. The need to have formal agreements to protect city infrastructure for water, sewer and drainage systems is a key goal. Staff spent considerable time in 2018 reviewing the unprotected utility file and was able to secure an additional 30 rights-of-way. The overall number of unprotected rights-of-way now stands at 231.

Leasing & Licensing of City Assets

An important part of the City's role as a landowner of 1,603ha (3,961 acres) of land is to manage the use of lands through formal lease and licence agreements for third-party business or non-profit use. The Real Estate Section currently manages 50 lease and 112 licence agreements for non-profits and businesses located on City land.

Total revenue through these agreements is approximately \$250,360 per annum.

In Camera Report for Decision

DATE OF MEETING FEBRUARY 4, 2019

AUTHORED BY CHRIS BARFOOT, CULTURE & HERITAGE COORDINATOR

SUBJECT YOUTH POET LAUREATE RECOMMENDATION

OVERVIEW

Purpose of Report

To obtain Council approval for appointment to the position of Youth Poet Laureate.

Reason for "In Camera"

Community Charter Section 90(1):

(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality.

Recommendation

That Council approve the appointment of Ms. Valina Zanetti to the position of Youth Poet Laureate for a two-year term ending 2021-FEB-04.

Resolution to Rise and Report

To be released at the next available Open Council meeting if approved by Council.

BACKGROUND

On 2017-JAN-16, Council approved Ms. Kailey DeFehr as Nanaimo's inaugural Youth Poet Laureate for a one-year term. On 2017-DEC-04, Council approved to extend the term of the Youth Poet Laureate for an additional year (ending 2018-DEC-31).

A call for Youth Poet Laureate applications was issued on 2018-SEP-12 and one (1) application was received prior to the deadline. After initial review of the application and an interview with the candidate, the selection panel (consisting of the current Poet Laureate, a Vancouver Island Regional Library representative, and City Staff) recommended that Ms. Valina Zanetti be appointed to the position of Nanaimo's Youth Poet Laureate.

Youth Poet Laureate

The purpose of the Youth Poet Laureate is to give the community access to strong youth voices. Reaching "a variety of youth" populations and encouraging peer-to-peer education and inspiration, the Youth Poet Laureate will pave the way for future youth to engage on a civic level through their artistic voice. The Youth Poet Laureate will be mentored by the Poet Laureate, and will present original work to City Council, the Nanaimo Youth Advisory Council (or an equivalent body), and the community through a variety of civic events. As well, they will organize community-based youth poetry projects.

The Youth Poet Laureate is selected for a two-year term based on a set of criteria using an established process. It is an honorary position with an annual budget that includes an annual \$400 honorarium and \$100 project funding to cover expenses.

Selection Criteria:

- Demonstrated ability to engage and inspire the community.
- Clear and innovative ideas regarding the vision for the position of Youth Poet Laureate.
- Ease and skill at presenting and performing work before the public.

Expected Duties of the Youth Poet Laureate:

- Participate in the cultural life of the city and serve as a literary youth ambassador for Nanaimo.
- Undertake a community engagement project to engage youth (example: youth-at-risk).
- Perform a poetry reading during at least one City Council meeting and three Nanaimo Youth Advisory Council (or an equivalent body) meetings, and may choose to perform at other public events .
- Create three new original works of Nanaimo-themed poetry.
- Serve as a judge on the panel for the Nanaimo High School Poetry Writing Contest .
- Perform a reading during at least one poetry event at the Vancouver Island Regional Library. The City will be partnering with the Vancouver Island Regional Library to ensure the program's success and impact within the community.

OPTIONS

- 1. That Council approve the appointment of Ms. Valina Zanetti to the position of Youth Poet Laureate for a two-year term ending 2021-FEB-04.
 - **Budget Implication:** The Youth Poet Laureate will be provided an annual honorarium of \$400 and an annual project budget of \$100.
 - **Strategic Priorities Implication:** Continuing the Youth Poet Laureate program will ensure that Nanaimo has a strong and vibrant culture that promotes Nanaimo's arts, creativity, heritage, cultural traditions and community wellness, leading to greater popularity as a place to visit, live, work and play, thus furthering the goals of the Cultural Vitality pillar of the Strategic Plan.
 - **Engagement Implication:** The Youth Poet Laureate will continue the tradition of community engagement set by the inaugural Youth Poet Laureate. The Youth Poet Laureate will have the ability to engage hundreds of youth and encourage participation on a civic level through their artistic voice.
- 2. That Council provide Staff with alternative direction.

SUMMARY POINTS

- Staff are seeking Council approval for the appointment to the position of Youth Poet Laureate for a two-year term ending 2021-FEB-04.
- Staff recommend that Ms. Valina Zanetti be appointed as Youth Poet Laureate.
- The Youth Poet Laureate will be provided an annual honorarium of \$400 and an annual project budget of \$100.
- The Youth Poet Laureate Program will be a partnership with the Vancouver Island Regional Library.

ATTACHMENTS

ATTACHMENT A: Call for Youth Poet Laureate - Terms of Reference

Submitted by:

Concurrence by:

Lisa Bhopalsingh Manager, Community & Cultural Planning Dale Lindsay Director, Community Development

Laura Mercer Acting Director, Financial Services

ATTACHMENT A



Become Nanaimo's Youth Poet Laureate!

Terms of Reference and Nomination Form

Drawing on the amazing expertise of a new generation of Nanaimo poets and the success from Nanaimo's inaugural Youth Poet Laureate, the City of Nanaimo's next Youth Poet Laureate will seek to give the community access to strong youth voices. Reaching "a variety of youth" populations and encouraging peer to peer education and inspiration, the Youth Poet Laureate will pave the way for future youth to engage on a civic level through their artistic voice.

Mentored by the Poet Laureate, the Youth Poet Laureate will present original work to City Council, the Youth Advisory Council, and the community through a variety of civic events. As well, they will organize community-based youth poetry projects.

Term and Remuneration

The City of Nanaimo Youth Poet Laureate will be provided a \$400 honorarium and \$100 of project funding, in addition to a year-long mentorship with the City of Nanaimo's Poet Laureate. The term for the Youth Poet Laureate is for two (2) year. Term will begin 2019-JAN-01.

Eligibility Criteria

In order to be eligible as Nanaimo's Youth Poet Laureate, candidates must be **13 to 21 years of age (youth)** and reside within the City of Nanaimo. Candidates can be nominated by someone else or be self-nominated.

Applicants must include in their submission the following documentation:

- At least three (3) original poems in any format including written, audio or video. If submitting audio or video, please include a written transcript of the poems.
- Letter of intent including an outline of the vision for the Youth Poet Laureate position and at least three (3) sample ideas of projects that they would undertake as Youth Poet Laureate.
- □ Résumé outlining the community engagement experience related to school, work and/or volunteering.

Youth Poet Laureate Duties

Nanaimo's Youth Poet Laureate will:

- Participate in the cultural life of the city and serve as a literary youth ambassador for Nanaimo.
- Undertake a community engagement project to engage youth (example: youth-at-risk).
- Perform a poetry reading during at least one (1) City Council meeting and three (3) Nanaimo Youth Advisory Council meetings, and may choose to perform at other public events.
- Create three (3) new original works of poetry.
- Serve as a judge on the panel for the Nanaimo High School Poetry Writing Contest.
- Perform a poetry reading during at least one (1) at the Vancouver Island Regional Library.

Selection Process

The selection and appointment process for the Youth Poet Laureate will be undertaken by a selection committee consisting of:

- two (2) members of the Nanaimo Youth Advisory Council;
- one (1) member of the Community Vitality Committee, or its equivalent;
- two (2) representatives from the literary community (poets, writers); and,
- one (1) representative from the Vancouver Island Regional Library.

The selected candidate will be recommended to City Council for final approval.

Selection Criteria

- Demonstrated ability to engage and inspire the community.
- Clear and innovative ideas regarding the vision for the position of Youth Poet Laureate.
- Ease and skill at presenting and performing work to the public.
- Ability to capture their audience through live readings.

Finalists for the Youth Poet Laureate position will be invited for an interview with the selection panel.

Intellectual Property

All writing, notes and original materials produced during the Youth Poet Laureate's tenure will remain the property of the Youth Poet Laureate.

Deadline for Applications

Applications must be received by 4:00 pm on Monday, October 15, 2018. Deliver completed applications to:

- In Person: c/o Culture & Heritage, 411 Dunsmuir Street, Nanaimo, BC V9R 5J6
- By Mail: c/o Culture & Heritage, 455 Wallace Street, Nanaimo, BC V9R 5J6
- By Email: <u>cultureandheritage@nanaimo.ca</u>

Questions?

Contact the Community and Cultural Planning Department at 250-755-4483 or cultureandheritage@nanaimo.ca.

G:\Projects - Poet Laureate\Calling All Poets - Youth Poet Laureate Position\2018 CALL FOR YOUTH POET LAUREATE-TERMS AND NOMINATION FORM



AGENDA "IN CAMERA" COUNCIL MEETING

Monday, February 25, 2019, 5:30 P.M. - 6:30 P.M. DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE 80 COMMERCIAL STREET, NANAIMO, BC

1. APPROVAL OF THE AGENDA:

That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

- 1. Adoption of Agenda
- 4a. 2019 Design Advisory Panel Member Appointments 90(1)(a)

4b. In Camera Council Resolutions Update - 90(1)(a)(b)(c)(d)(e)(f)(g)(h)(i)(j)(k)(l)(m)(n)and 90(2)(a)(b)(c)(d)(e)

4c. CAO and Council Matters - 90(1)(a)(c)

Section 90(1):

(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

(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;

(c) labour relations or other employee relations;

(d) the security of property of the municipality;

(e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;

(f) law enforcement, if the Council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment;

(g) litigation or potential litigation affecting the municipality;

(h) an administrative tribunal hearing or potential administrative tribunal hearing affecting the municipality, other than a hearing to be conducted by the Council or a delegate of Council;

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

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

(j) information that is prohibited, or information that if it were presented in a document

Pages

would be prohibited, from disclosure under Section 21 of the *Freedom of Information and Protection of Privacy Act*,

(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;

(I) discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under Section 98 [annual municipal report];

(m) a matter that, under another enactment, is such that the public may be excluded from the meeting;

(n) the consideration of whether a Council meeting should be closed under a provision of this subsection or subsection (2);

(o) the consideration of whether the authority under Section 91 [other persons attending closed meetings] should be exercised in relation to a Council meeting;

Section 90(2):

(a) a request under the *Freedom of Information and Protection of Privacy Act*, if the Council is designated as head of the local public body for the purposes of that Act in relation to the matter;

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

(c) a matter that is being investigated under the *Ombudsperson Act* of which the municipality has been notified under Section 14 [ombudsperson to notify authority] of that Act;

(d) a matter that, under another enactment, is such that the public must be excluded from the meeting; and,

(e) a review of a proposed final performance audit report for the purpose of providing comments to the auditor general on the proposed report under Section 23 (2) of the Auditor General for *Local Government Act*.

2. ADOPTION OF THE MINUTES:

a. Minutes

[Note: These minutes may now be distributed and adopted by Council.]

Minutes of the Special "In Camera" Council Meeting held in the Shaw Auditorium, 80 Commercial Street, Nanaimo, BC on Monday, 2017-AUG-28 at 10:00 a.m.

b. Minutes

Minutes of the Special "In Camera" Council Meeting held in the Douglas Rispin Room, 80 Commercial Street, Nanaimo, BC on Monday, 2019-FEB-04 at 4:30 p.m. 5 - 10

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3. CONSENT ITEMS:

a. Committee Minutes

1.	Special "In Camera" Committee of the Whole Meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, 80	15 - 20
	Commercial Street, Nanaimo, BC on Monday, 2019-JAN-14 at 1:00 p.m.	

 Special "In Camera" Committee of the Whole Meeting held in the Boardroom, Service and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC on Thursday, 2019-JAN-18 at 2:00 p.m.

4. REPORTS

a.	2019 Design Advisory Panel Member Appointments	24 - 53
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To be introduced by Sheila Gurrie, City Clerk.

Purpose: To request that Council appoint four at-large members, one Council representative and one British Columbia Society of Landscape Architects nominee to the Design Advisory Panel.

Recommendation: That Council:

- 1. appoint four at-large members to the Design Advisory Panel for a three year term commencing 2019-APR-01 and ending 2022-MAR-31;
- 2. appoint one British Columbia Society of Landscape Architects nominee for a two year term ending 2021-FEB-24;
- 3. appoint a Council representative to the Design Advisory Panel for a one year term ending 2020-FEB-24.

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Rise and Report:

That Council direct Staff to notify the appointed members and include their appointment on a future Council meeting agenda.

b. In Camera Council Resolutions Update

To be introduced by Jake Rudolph, Chief Administrative Officer.

Purpose: To provide Council with an update on Council's completed and outstanding resolutions.

Recommendation: That the In Camera Council Resolutions Update report, dated 2019-FEB-25, be received for information.

c. CAO and Council Matters

To be introduced by Jake Rudolph, Chief Administrative Officer.

5. ADJOURNMENT OF "IN CAMERA" MEETING:

SPECIAL "IN CAMERA" MINUTES COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS SHAW AUDITORIUM, VANCOUVER ISLAND CONFERENCE CENTRE, 80 COMMERCIAL STREET, NANAIMO, BC MONDAY, 2017-AUG-28 AT 10:00 A.M.

- PRESENT: Acting Mayor Yoachim, Chair (vacated 11:48 p.m.)
 - Members: Councillor W. L. Bestwick (entered 10:05 a.m.) Councillor G. W. Fuller Councillor J. Hong Councillor I. W. Thorpe Councillor J. A. Kipp
 - Absent: Mayor W. B. McKay Councillor S. D. Armstrong Councillor M. D. Brennan
 - Staff: V. Mema, Chief Financial Officer J. Van Horne, Director of Human Resources S. Gurrie, City Clerk

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

The "In Camera" Meeting was called to order at 10:01 a.m.

2. <u>ADOPTION OF AGENDA:</u>

18317 It was moved and seconded that Council, in accordance with Section 90(1)(n) of the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. ADOPTION OF MINUTES:

18417 It was moved and seconded that the Minutes of the "In Camera" Council Meeting held Monday, 2017-AUG-14 at 1:00 p.m. in the Shaw Auditorium, 80 Commercial Street, Nanaimo, BC, be adopted as circulated. The motion carried unanimously.

Councillor Bestwick entered the Shaw Auditorium at 10:05 a.m.

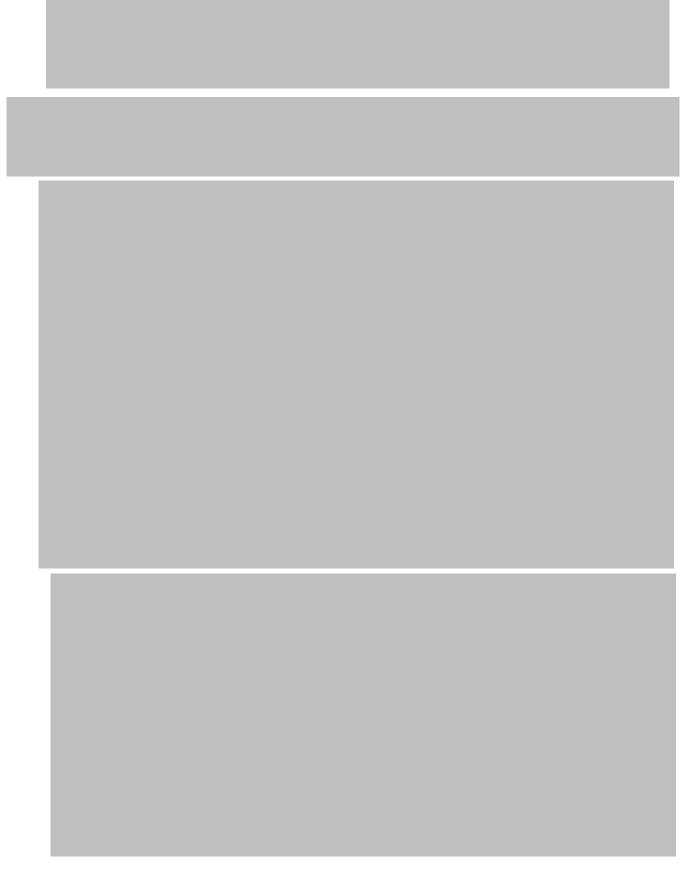
4. <u>REPORTS:</u>



entered the Shaw Auditorium at 10:18 a.m.

MINUTES – SPECIAL "IN CAMERA" COUNCIL 2017-AUG-28 PAGE 3

- (f) <u>Proposed New Motions</u>
- 18617 It was moved and seconded that Council direct the Corporate Officer to schedule a censure hearing on 2017-SEP-13 to consider possible sanctions relating to Mayor McKay. The motion carried unanimously.
- 18717 It was moved and seconded that Council direct the Corporate Officer to schedule a censure hearing on 2017-SEP-13 to consider possible sanctions relating to Councillor Brennan. The motion carried unanimously.



MINUTES – SPECIAL "IN CAMERA" COUNCIL 2017-AUG-28 PAGE 5

(g) <u>Tabled Motions to be Reviewed</u>

19017 It was moved and seconded that Council lift resolution No. 17217 from the table. The motion carried unanimously.

The vote was taken on resolution No. 17217 as follows:

It was moved and seconded that Mayor and Council recommit to hold each other accountable through the City of Nanaimo Council Charter and that each member of Council agrees to take ownership and accountability of their own behaviors and resultant consequences. The motion carried. <u>Opposed</u>: Councillors Fuller and Kipp.

Acting Mayor Yoachim vacated the Shaw Auditorium at 11:48 a.m. and Councillor Kipp assumed the Chair.

(h) Draft Statement for Council Approval

Discussion took place regarding a public statement; however, no statement will be released at this time.

5. <u>ADJOURNMENT:</u>

19517 It was moved and seconded at 12:00 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

"IN CAMERA" MINUTES

COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE, 80 COMMERCIAL STREET, NANAIMO, BC MONDAY, 2019-FEB-04 AT 4:30 P.M. – 7:00 P.M.

Present: Mayor L. Krog Councillor S. D. Armstrong Councillor D. Bonner Councillor T. Brown Councillor B. Geselbracht Councillor E. Hemmens Councillor Z. Maartman Councillor I. W. Thorpe Councillor J. Turley Staff: J. Rudolph, Chief Administrative Officer R. J. Harding, Director of Parks and Recreation (vacated 6:26 p.m.) B. Sims, Director of Engineering and Public Works (arrived 5:02 p.m., vacated 6:26 p.m.) D. Lindsay, Director of Community Development (vacated 6:30 p.m.) B. Corsan, Deputy Director of Community Development (vacated 6:26 p.m.) L. Mercer, Acting Director of Financial Services (vacated 6:26 p.m.) S. Gurrie, City Clerk (vacated 6:30 p.m.) J. Vanderhoef, Recording Secretary (vacated 6:30 p.m.)

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

The "In Camera" Meeting was called to order at 4:30 p.m.

2. <u>ADOPTION OF AGENDA:</u>

It was moved and seconded that Council, in accordance with the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. ADOPTION OF MINUTES:

It was moved and seconded that the following minutes be adopted as circulated:

• Minutes of the Special "In Camera" Council Meeting held in the Boardroom, Services and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC, on Monday, 2019-JAN-07, at 1:00 p.m.

- Minutes of the Special "In Camera" Council Meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, Nanaimo, BC, on Monday, 2019-JAN-14, at 4:30 p.m.
- Minutes of the "In Camera" Council Meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, Nanaimo, BC, on Monday, 2019-JAN-21, at 5:30 p.m.

The motion carried unanimously.

entered the Douglas Rispin Room at 4:32 p.m.

4. <u>REPORTS:</u>



B. Sims entered the Douglas Rispin Room at 5:02 p.m.

(b) <u>Property Management Strategy Update</u>

Introduced by Dale Lindsay, Director of Community Development.

Presentation:

- 1. Bill Corsan, Deputy Director of Community Development, provided a presentation regarding the following:
 - Roles of the Real Estate Department
 - Property Management Strategy
 - Overall Land Inventory and Boundaries
 - •
 - 2018 Key Projects: 5260 Tanya Drive, Waterfront Walkway, Loudon Walkway, 1 Port Drive Seaspan Right-of-Way, 5290 Rutherford Road and Affordable Housing Site Identification
 - 2018 Statistics Property Acquisitions and Dispositions

The "In Camera" Council Meeting recessed at 5:49 p.m. The "In Camera" Council Meeting reconvened at 5:58 p.m.

Bill Corsan, Deputy Director of Community Development, spoke regarding the purpose of his presentation and next steps.

It was moved and seconded that the report entitled "Property Management Strategy Update" dated 2019-FEB-04 be received for information. The motion carried unanimously.

B. Corsan, R. Harding, L. Mercer and B. Sims vacated the Douglas Rispin Room at 6:26 p.m.

(c) <u>Youth Poet Laureate Recommendation</u>

Introduced by Dale Lindsay, Director of Community Development.

Councillor Bonner vacated the Douglas Rispin Room at 6:28 p.m.

It was moved and seconded that Council approve the appointment of Ms. Valina Zanetti to the position of Youth Poet Laureate for a two-year term ending 2021-FEB-04. The motion carried unanimously.

S. Gurrie, D. Lindsay and J. Vanderhoef vacated the Douglas Rispin Room at 6:30 p.m.

Councillor Bonner returned to the Douglas Rispin Room at 6:31 p.m.

(d) CAO and Council Matters

Jake Rudolph, Chief Administrative Officer, provided Council with an update on the schedule of upcoming Committee of the Whole topics.

Mayor Krog raised concern regarding Notice of Motions and the need for follow-up on the process. He also noted the need for an additional Council check-in session.

5. <u>ADJOURNMENT:</u>

It was moved and seconded at 6:57 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

SPECIAL "IN CAMERA" MINUTES

COMMITTEE OF THE WHOLE MEETING TO DISCUSS CONFIDENTIAL MATTERS DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE, 80 COMMERCIAL STREET, NANAIMO, BC MONDAY, 2019-JAN-14 AT 1:00 P.M. – 4:00 P.M.

Present:	Mayor L. Krog Councillor S. D. Armstrong Councillor D. Bonner Councillor T. Brown Councillor B. Geselbracht Councillor E. Hemmens Councillor Z. Maartman Councillor I. W. Thorpe
Absent:	Councillor J. Turley
Staff:	 J. Rudolph, Chief Administrative Officer R. J. Harding, Director of Parks and Recreation D. Lindsay, Director of Community Development B. Sims, Director of Engineering and Public Works B. Corsan, Deputy Director of Community Development L. Bhopalsingh, Manager, Community & Cultural Planning (arrived 1:51 p.m., vacated 2:57 p.m.) K. Fry, Fire Chief S. Gurrie, City Clerk J. Vanderhoef, Recording Secretary

1. CALL THE SPECIAL "IN CAMERA" 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 4(c) - Recommendation for Appointments of Members to the Protocol Agreement Working Group (PAWG).

3. ADOPTION OF AGENDA:

It was moved and seconded that Committee of the Whole, in accordance with Section 90(1) of the *Community Charter*, adopt the agenda as amended. The motion carried unanimously.

4. <u>REPORTS:</u>

entered the Douglas Rispin Room at 1:04 p.m.

vacated the Douglas Rispin Room at 1:50 p.m.

L. Bhopalsingh entered the Douglas Rispin Room at 1:51 p.m.

By unanimous consent the agenda was reordered to review Protocol Agreement Working Group prior to the City of Nanaimo Relationships Workshops.

(b) Recommendation for Appointments of Members to the Protocol Agreement Working Group (PAWG)

Introduced by Sheila Gurrie, City Clerk.

It was moved and seconded that under the authority of the Protocol Agreement Mayor Krog is hereby appointed to the Protocol Agreement Working Group and under his authority appoints Councillors Armstrong and Thorpe to the Protocol Agreement Working Group. The motion carried unanimously.

(c) <u>City of Nanaimo Relationships Workshops</u>

Introduced by Dale Lindsay, Director of Community Development, Richard Harding, Director of Parks and Recreation, and Bill Corsan, Deputy Director of Community Development.

1. City of Nanaimo and Snuneymuxw First Nation Backgrounder 1:45 p.m. - 2:30 p.m.

Bill Corsan, Deputy Director of Community Development, spoke regarding the following:

- Traditional territory of the Snuneymuxw First Nation (SFN)
- SFN Lands within City of Nanaimo
- Governance and the SFN Council
- Petroglyph Development Group
- Protocol Agreement established in 2009 which created the Protocol Agreement Working Group (PAWG)

B. Sims vacated the Douglas Rispin Room at 2:32 p.m.

B. Sims returned to the Douglas Rispin Room at 2:47 p.m.

Jake Rudolph, Chief Administrative Officer, spoke regarding scheduling an inaugural PAWG meeting.

Councillor Brown vacated the Douglas Rispin Room at 2:57 p.m. L. Bhopalsingh, S. Gurrie and R. Harding vacated the Douglas Rispin Room at 2:57 p.m.

> City of Nanaimo and Nanaimo Port Authority Backgrounder 2:30 p.m. -3:15 p.m.

Bill Corsan, Deputy Director of Community Development, spoke regarding the following:

- Jurisdiction under the Canada Marine Act
- Governance and appointment of the Board of Directors

Councillor Brown returned to the Douglas Rispin Room at 3:01 p.m.

- Area governed by Nanaimo Port Authority (NPA)
- Economic Impact of the Port Authority on the community
- Relationship between Nanaimo Port Authority and the City
- The City does not have a formal agreement with NPA, but City staff work with NPA frequently
- S. Gurrie and R. Harding returned to the Douglas Rispin Room at 3:08 p.m.

Bill Corsan, Deputy Director of Community Development, continued the presentation and spoke regarding:

(b) Recommendation for Appointments of Members to the Protocol Agreement Working Group (PAWG) (continued)

It was moved and seconded that the Committee of the Whole recommend that Council Rise and Report regarding the appointments to the Protocol Agreement Working Group (PAWG). The motion carried unanimously.

- (c) <u>City of Nanaimo Relationships Workshops (continued)</u>
 - 3. City of Nanaimo and School District 68 Backgrounder 3:15 p.m. 4:00 p.m.

Richard Harding, Director, Parks and Recreation, spoke regarding the following:

- Collaboration Agreement 2012
- Land exchanges Oliver Woods Park, May Richard Bennett Pioneer Park, Harewood School Sports Field, Northfield School, Bayview Elementary, Princess Royal School, Pauline Haarer School, Selby Street/Franklyn Street – Quennell School
- Swim to Survive program
- Rotary Bowl, Serauxmen Stadium & Field Development, field is governed by a shared use agreement
- Memorandum of Understanding regarding the Fifth Street Properties between the City, BC Housing and School Board
- Other partnerships

It was moved and seconded that the report titled "City of Nanaimo and School District 68 Backgrounder" be released following the meeting with the exception of the underlined text. The motion carried unanimously.

Committee of the Whole discussion took place regarding timing of discussion regarding the Strategic Plan, and potential reasons to hold portions or the whole of this discussion during an "In Camera" meeting.

5. <u>ADJOURNMENT:</u>

It was moved and seconded at 4:27 p.m. that the Special "In Camera" Meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

"IN CAMERA" MINUTES COMMITTEE OF THE WHOLE MEETING TO DISCUSS CONFIDENTIAL MATTERS BOARDROOM, SERVICE AND RESOURCE CENTRE 411 DUNSMUIR STREET, NANAIMO, BC THURSDAY, 2019-JAN-18 AT 2:00 P.M.

Present:	Mayor L. Krog Councillor S. D. Armstrong Councillor D. Bonner Councillor T. Brown Councillor B. Geselbracht Councillor E. Hemmens Councillor Z. Maartman Councillor I. W. Thorpe
Absent:	Councillor J. Turley
Staff:	J. Rudolph, Chief Administrative Officer S. Gurrie, City Clerk S. Snelgrove, Recording Secretary (vacated 4:18 p.m.)

The Committee of the Whole moved "In Camera" at 3:53 p.m.

1. INTRODUCTION OF LATE ITEMS:

(a) Councillor Armstrong advised of the following topics to add to the "In Camera" agenda and *Community Charter* sections to add to the Procedural Motion to Proceed "In Camera":

- Community Charter Section 90(1)(e) – The acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality.

- Community Charter Section 90(1)(e) – The acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality.

(b) Councillor Brown advised of the following topics to add to the "In Camera" agenda and *Community Charter* sections to add to the Procedural Motion to Proceed "In Camera":

- Community Charter Section 90(1)(e) – The acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality.

Governance related to the January 14, 2019 Special Council Meeting - Community Charter Section 90(1)(a) – Personal information about an identifiable individual who

holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality; and,

(c) labour relations or other employee relations.

It was moved and seconded that the "In Camera" Committee of the Whole Meeting recess 4:01 p.m. The motion carried unanimously.

The Committee of the Whole moved out of "In Camera" at 4:01 p.m. The Committee of the Whole moved "In Camera" at 4:02 p.m.

2. <u>PRESENTATIONS:</u>

S. Snelgrove vacated the Boardroom at 4:18 p.m.

(d) Protocol Agreement Working Group (PAWG)

Committee discussion took place regarding refreshing and resigning the agreement. Signing ceremony and dinner to take place January 29, 2019. Document to be added to the "In Camera" Council Meeting agenda for January 21, 2019.

(e) <u>Governance related to the January 14, 2019 Special Council Meeting</u>

Committee discussion took place regarding governance related to the January 14, 2019 Special Council Meeting and included:

- Gallery reactions
- Council's actions when speaking to issues with delegations
- Ways to improve the meeting process and assist the Chair going forward
- Mayor Krog advised he will speak for all of Council so they all don't feel they need to speak in support of delegations
- Mayor Krog will ask if any councillors have questions for the delegation and will keep to them to a five minute time limitation
- A quick line at the start of the meeting about gallery conduct will be announced, but only if the Mayor deems it necessary

3. <u>ADJOURNMENT:</u>

It was moved and seconded at 5:02 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

In Camera Report for Decision

File Number: 0540-01

DATE OF MEETING FEBRUARY 25, 2019

AUTHORED BYSKY SNELGROVE, STENO COORDINATOR, LEGISLATIVE
SERVICESSUBJECT2019 DESIGN ADVISORY PANEL MEMBER APPOINTMENTS

OVERVIEW

Purpose of Report

To request that Council appoint four at-large members, one Council representative and one British Columbia Society of Landscape Architects nominee to the Design Advisory Panel.

Reason for "In Camera"

(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality.

Recommendation

That Council:

- 1. appoint four at-large members to the Design Advisory Panel for a three year term commencing 2019-APR-01 and ending 2022-MAR-31;
- 2. appoint one British Columbia Society of Landscape Architects nominee for a two year term ending 2021-FEB-24;
- 3. appoint a Council representative to the Design Advisory Panel for a one year term ending 2020-FEB-24.

Resolution to Rise and Report

That Council direct Staff to notify the appointed members and include their appointment on a future Council meeting agenda.

BACKGROUND

The Design Advisory Panel (DAP) is an advisory committee to Council made up of design professionals and members of the general public. DAP reviews form and character development permits in relation to relevant design guidelines, good design principles, and conformance with the Official Community Plan and related documents. DAP also provides independent, objective recommendations to the applicant, City staff, and Council to promote a high quality of urban and landscape designs in future development which meets the needs of the community.

DAP meets on the 2nd and 4th Thursday of the month at 5:00 pm in the Boardroom, Service and Resource Centre.

In March 2018, the term of the four at-large DAP representatives expired. In accordance with the Terms of Reference, members are appointed for a three year term commencing April 1st in the year following a general local government election. Staff have now advertised for four representatives to replace those members. Advertising for these positions took place through publications in the newspaper, social media and news releases.

The term of the Architectural Institute of British Columbia (AIBC) and the British Columbia Society of Landscape Architects (BCSLA) have also expired. Staff have reached out to those groups to request recommendations for appointment. Once the AIBC's recommendation is received staff will return to Council requesting an appointment for the AIBC representative.

The BCSLA has a process for nominating members to design panels. The BCSLA has provided two nominees in good standing for the landscape architect position:

- Frank Basciano (current appointee, term expired March 2018)
- Kate Stefiuk

When making appointment decisions to the Design Advisory Panel for at-large members it is important that Council consider the demonstrated design experience of each individual to assess and inform high quality urban design of buildings and landscapes.

9 applications for at-large members were received as follows:

- •
- Steve Johnston
- Kevin Krastel
- Marie Leduc
- •
- Gurdeep Minhas
- •
- •

OPTIONS

- 1. That Council:
 - 1. appoint four at-large members to the Design Advisory Panel for a three year term commencing 2019-APR-01 and ending 2022-MAR-31;
 - 2. appoint one British Columbia Society of Landscape Architects nominee for a two year term ending 2021-FEB-24;
 - 3. appoint a Council representative to the Design Advisory Panel for a one year term ending 2020-FEB-24.
 - **Budget Implication:** Members serve on a volunteer basis and do not receive remuneration.
 - **Policy Implication:** DAP members assist staff in establishing guidelines to ensure that the form and character of future development is of a high quality which meets the needs of the community.
 - **Engagement Implication:** DAP meetings are open to the public and public advertising took place to encourage applications.

2. That Council provide alternate direction regarding appointment of members to the Design Advisory Panel.

SUMMARY POINTS

- Council is requested to appoint four at-large members, one Council member and one BCSLA nominee to the Design Advisory Panel.
- Staff will return to Council with an AIBC nominee once their recommendation is received.

ATTACHMENTS

Attachment A: Design Advisory Panel Mandate and Objectives

Submitted by:

Concurrence by:

Sky Snelgrove Steno Coordinator, Legislative Services Sheila Gurrie City Clerk and Corporate Officer

Lainya Rowett, Manager, Current Planning

ATTACHMENT A



DESIGN ADVISORY PANEL MANDATE AND OBJECTIVES (adopted 2015-MAR-02)

<u>Mandate</u>

The Design Advisory Panel serves as an advisory body to Council responsible to review form and character development permit applications and to provide recommendations to staff in its negotiations with applicants.

Objectives

The objective of the Panel is to:

- review development proposals in relation to design guidelines and provide recommendations based on same;
- assist staff in establishing guidelines to ensure that the form and character of future development is of a high quality which meets the needs of the community;
- encourage a high standard of project design and construction through educational programs; and
- recommend to Council, through an awards program, projects which have demonstrated innovation and high standards in urban and landscape designs.

Meetings

The Design Advisory Panel will meet every second and fourth Thursday of the month at 5:00 p.m., or on an as needed basis.

In addition to the regularly scheduled meeting, members may be requested to participate with Council and staff on specific task forces or project committees.

Membership

The membership of the Panel will be comprised of:

- One (1) Council Member
- Two (2) architects recommended by the Architectural Institute of BC
- One (1) landscape architect recommended by the BC Society of Landscape Architects
- Four (4) members of the general public

One (1) member from the Nanaimo Community Heritage Commission (NCHC) will be invited to attend in a resource capacity as required for downtown projects.

Design Review Process

The development permit review process will be as follows:

- City staff will present background information and a summary of major policy issues applicable to the proposal.
- The applicant or his/her agent will present the proposed development, highlighting:
 - The proposed development's function.
 - The project's adherence to the appropriate design guidelines and the neighbourhood context.
 - The reasons for requested variances, if applicable.
- The Panel will have an opportunity to ask the applicant, his/her agent(s) and staff questions about the design and zoning requirements.
- The Panel will consider the presentations and formulate a recommendation to assist staff in further design discussions with the applicant. The recommendation from the Panel will form part of the staff report to Council.

See also:

- Terms of Reference for Advisory Committees
- Council Procedures Bylaw

"In Camera" Information Report

AUTHORED BY SHEILA GURRIE, CITY CLERK AND CORPORATE OFFICER

SUBJECT "IN CAMERA" COUNCIL RESOLUTIONS UPDATE

OVERVIEW

Purpose of Report

To provide Council with an update on Council's completed and outstanding resolutions.

Reason for "In Camera"

Community Charter Sections 90(1):

- (a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- (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;
- (c) labour relations or other employee relations;
- (d) the security of property of the municipality;
- (e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- (f) law enforcement, if the Council considers that disclosure could reasonably be expected to harm the conduct of an investigation under or enforcement of an enactment;
- (g) litigation or potential litigation affecting the municipality;
- (h) an administrative tribunal hearing or potential administrative tribunal hearing affecting the municipality, other than a hearing to be conducted by the Council or a delegate of Council;
- (i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (j) information that is prohibited, or information that if it were presented in a document would be prohibited, from disclosure under Section 21 of the *Freedom* of *Information and Protection of Privacy Act*;
- (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;
- discussions with municipal officers and employees respecting municipal objectives, measures and progress reports for the purposes of preparing an annual report under Section 98 [annual municipal report];
- (m) a matter that, under another enactment, is such that the public may be excluded from the meeting;

- (n) the consideration of whether a Council meeting should be closed under a provision of this subsection or subsection (2);
- (o) the consideration of whether the authority under Section 91 [*other persons attending closed meetings*] should be exercised in relation to a Council meeting;

and Community Charter Sections 90(2):

- (a) a request under the *Freedom of Information and Protection of Privacy Act,* if the Council is designated as head of the local public body for the purposes of that *Act* in relation to the matter;
- (b) the consideration of information received and held in confidence relating to negotiations between the municipality and a provincial government or the federal government or both, or between a provincial government or the federal government or both and a third party;
- (c) a matter that is being investigated under the *Ombudsperson Act* of which the municipality has been notified under Section 14 [*ombudsperson to notify authority*] of that *Act*,
- (d) a matter that, under another enactment, is such that the public must be excluded from the meeting;
- (e) a review of a proposed final performance audit report for the purpose of providing comments to the auditor general on the proposed report under Section 23 (2) of the Auditor General for Local Government Act.

Recommendation

That the "In Camera" Council Resolutions Update report, dated 2019-FEB-25, be received for information.

DISCUSSION

At "In Camera" meetings of Council, Council makes resolutions to forward the business of the City of Nanaimo. Staff then prepare these resolutions, or action items, in a list format in order to track and complete them as part of our work plan. These resolutions are updated and reviewed by Staff on a regular basis to reflect whether they are in-progress; complete; cancelled; or, not started.

The attached two spreadsheets show resolutions that are in different stages of progress as well a complete list of all Council resolutions going back to the start of 2017.

Future updates reporting the status of Council Resolutions to Council will include the different strategic themes, from Council's Strategic Plan (when adopted), related to the resolutions. Data can be sorted in these updates to reflect alignment and progress made with respect to the Strategic Plan.

SUMMARY POINTS

- Council resolutions are the motions made at meetings of Council to further the business of the City of Nanaimo.
- Staff prepares and monitors these resolutions in a list format as part of our work plans.
- Future updates reporting resolutions status will add the Strategic Themes from Council's Strategic Plan.

ATTACHMENTS



City Clerk and Corporate Officer



AGENDA "IN CAMERA" COMMITTEE OF THE WHOLE MEETING

Monday, February 11, 2019, 4:30 P.M. DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE 80 COMMERCIAL STREET, NANAIMO, BC

1. APPROVAL OF THE AGENDA:

That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

1. Adoption of Agenda

3(a) - 90(2)(b)

3(b) Presentation re: Homelessness 101 - 90(1)(i)

3(c) Affordable Housing Site Selection - 90(1)(e)

3(d) Council and CAO Matters - 90(1)(c)

Section 90(1):

(c) labour relations or other employee relations;

(e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

(n) the consideration of whether a Council meeting should be closed under a provision of this subsection or subsection (2); and,

Section 90(2):

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

2. ADOPTION OF THE MINUTES:

Pages

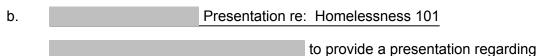
a. Minutes

Minutes of the Special "In Camera" Committee of the Whole Meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo BC, on Monday, 2019-JAN-14 at 1:00 p.m.

b. Minutes

Minutes of the Special "In Camera" Committee of the Whole Meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo BC, on Thursday, 2019-JAN-18 at 2:00 p.m.

3. **REPORTS**:



Homelessness 101.

c. Affordable Housing Site Selection Presentation

To be introduced by Dale Lindsay, Director of Community Development.

d. Council and CAO Matters

To be introduced by Jake Rudolph, CAO.

- 4. CORRESPONDENCE:
- 5. ADJOURNMENT OF "IN CAMERA" MEETING:

9 - 11

SPECIAL "IN CAMERA" MINUTES

COMMITTEE OF THE WHOLE MEETING TO DISCUSS CONFIDENTIAL MATTERS DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE, 80 COMMERCIAL STREET, NANAIMO, BC MONDAY, 2019-JAN-14 AT 1:00 P.M. – 4:00 P.M.

Present:	Mayor L. Krog Councillor S. D. Armstrong Councillor D. Bonner Councillor T. Brown Councillor B. Geselbracht Councillor E. Hemmens Councillor Z. Maartman Councillor I. W. Thorpe
	Councilior I. w. Thorpe

Absent: Councillor J. Turley

Staff:

R. J. Harding, Director of Parks and Recreation

J. Rudolph, Chief Administrative Officer

- D. Lindsay, Director of Community Development
- B. Sims, Director of Engineering and Public Works
- B. Corsan, Deputy Director of Community Development
- L. Bhopalsingh, Manager, Community & Cultural Planning (arrived 1:51 p.m., vacated 2:57 p.m.)
- K. Fry, Fire Chief
- S. Gurrie, City Clerk
- J. Vanderhoef, Recording Secretary

1. <u>CALL THE SPECIAL "IN CAMERA" MEETING TO ORDER:</u>

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

2. INTRODUCTION OF LATE ITEMS:

(a) Add Agenda Item 4(c) - Recommendation for Appointments of Members to the Protocol Agreement Working Group (PAWG).

3. ADOPTION OF AGENDA:

It was moved and seconded that Committee of the Whole, in accordance with Section 90(1) of the *Community Charter*, adopt the agenda as amended. The motion carried unanimously.

4. <u>REPORTS:</u>

entered the Douglas Rispin Room at 1:04 p.m.

vacated the Douglas Rispin Room at 1:50 p.m.

L. Bhopalsingh entered the Douglas Rispin Room at 1:51 p.m.

By unanimous consent the agenda was reordered to review Protocol Agreement Working Group prior to the City of Nanaimo Relationships Workshops.

(b) Recommendation for Appointments of Members to the Protocol Agreement Working Group (PAWG)

Introduced by Sheila Gurrie, City Clerk.

It was moved and seconded that under the authority of the Protocol Agreement Mayor Krog is hereby appointed to the Protocol Agreement Working Group and under his authority appoints Councillors Armstrong and Thorpe to the Protocol Agreement Working Group. The motion carried unanimously.

(c) <u>City of Nanaimo Relationships Workshops</u>

Introduced by Dale Lindsay, Director of Community Development, Richard Harding, Director of Parks and Recreation, and Bill Corsan, Deputy Director of Community Development.

1. City of Nanaimo and Snuneymuxw First Nation Backgrounder 1:45 p.m. - 2:30 p.m.

Bill Corsan, Deputy Director of Community Development, spoke regarding the following:

- Traditional territory of the Snuneymuxw First Nation (SFN)
- SFN Lands within City of Nanaimo
- Governance and the SFN Council
- Petroglyph Development Group
- Protocol Agreement established in 2009 which created the Protocol Agreement Working Group (PAWG)

B. Sims vacated the Douglas Rispin Room at 2:32 p.m.

B. Sims returned to the Douglas Rispin Room at 2:47 p.m.

Jake Rudolph, Chief Administrative Officer, spoke regarding scheduling an inaugural PAWG meeting.

Councillor Brown vacated the Douglas Rispin Room at 2:57 p.m. L. Bhopalsingh, S. Gurrie and R. Harding vacated the Douglas Rispin Room at 2:57 p.m.

> City of Nanaimo and Nanaimo Port Authority Backgrounder 2:30 p.m. -3:15 p.m.

Bill Corsan, Deputy Director of Community Development, spoke regarding the following:

- Jurisdiction under the Canada Marine Act
- Governance and appointment of the Board of Directors

Councillor Brown returned to the Douglas Rispin Room at 3:01 p.m.

- Area governed by Nanaimo Port Authority (NPA)
- Economic Impact of the Port Authority on the community
- Relationship between Nanaimo Port Authority and the City
- The City does not have a formal agreement with NPA, but City staff work with NPA frequently
- S. Gurrie and R. Harding returned to the Douglas Rispin Room at 3:08 p.m.

Bill Corsan, Deputy Director of Community Development, continued the presentation and spoke regarding:

(b) Recommendation for Appointments of Members to the Protocol Agreement Working Group (PAWG) (continued)

It was moved and seconded that the Committee of the Whole recommend that Council Rise and Report regarding the appointments to the Protocol Agreement Working Group (PAWG). The motion carried unanimously.

- (c) <u>City of Nanaimo Relationships Workshops (continued)</u>
 - 3. City of Nanaimo and School District 68 Backgrounder 3:15 p.m. 4:00 p.m.

Richard Harding, Director, Parks and Recreation, spoke regarding the following:

- Collaboration Agreement 2012
- Land exchanges Oliver Woods Park, May Richard Bennett Pioneer Park, Harewood School Sports Field, Northfield School, Bayview Elementary, Princess Royal School, Pauline Haarer School, Selby Street/Franklyn Street – Quennell School
- Swim to Survive program
- Rotary Bowl, Serauxmen Stadium & Field Development, field is governed by a shared use agreement
- Memorandum of Understanding regarding the Fifth Street Properties between the City, BC Housing and School Board
- Other partnerships

It was moved and seconded that the report titled "City of Nanaimo and School District 68 Backgrounder" be released following the meeting with the exception of the underlined text. The motion carried unanimously.

Committee of the Whole discussion took place regarding timing of discussion regarding the Strategic Plan, and potential reasons to hold portions or the whole of this discussion during an "In Camera" meeting.

5. <u>ADJOURNMENT:</u>

It was moved and seconded at 4:27 p.m. that the Special "In Camera" Meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

"IN CAMERA" MINUTES COMMITTEE OF THE WHOLE MEETING TO DISCUSS CONFIDENTIAL MATTERS BOARDROOM, SERVICE AND RESOURCE CENTRE 411 DUNSMUIR STREET, NANAIMO, BC MONDAY, 2019-JAN-18 AT 2:00 P.M.

Present:	Mayor L. Krog Councillor S. D. Armstrong Councillor D. Bonner Councillor T. Brown Councillor B. Geselbracht Councillor E. Hemmens Councillor Z. Maartman Councillor I. W. Thorpe
Absent:	Councillor J. Turley
Staff:	J. Rudolph, Chief Administrative Officer S. Gurrie, City Clerk S. Snelgrove, Recording Secretary (vacated 4:18 p.m.)

The Committee of the Whole moved "In Camera" at 3:53 p.m.

1. INTRODUCTION OF LATE ITEMS:

(a) Councillor Armstrong advised of the following topics to add to the "In Camera" agenda and *Community Charter* sections to add to the Procedural Motion to Proceed "In Camera":

- Community Charter Section 90(1)(e) – The acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality.

Community Charter Section 90(1)(e) – The acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality.

(b) Councillor Brown advised of the following topics to add to the "In Camera" agenda and *Community Charter* sections to add to the Procedural Motion to Proceed "In Camera":

- Community Charter Section 90(1)(e) – The acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality.

Governance related to the January 14, 2019 Special Council Meeting - *Community Charter Section* 90(1)(a) – Personal information about an identifiable individual who

holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality; and,

(c) labour relations or other employee relations.

It was moved and seconded that the "In Camera" Committee of the Whole Meeting recess 4:01 p.m. The motion carried unanimously.

The Committee of the Whole moved out of "In Camera" at 4:01 p.m. The Committee of the Whole moved "In Camera" at 4:02 p.m.

2. <u>PRESENTATIONS:</u>

S. Snelgrove vacated the Boardroom at 4:18 p.m.

(d) Protocol Agreement Working Group (PAWG)

Committee discussion took place regarding refreshing and resigning the agreement. Signing ceremony and dinner to take place January 29, 2019. Document to be added to the "In Camera" Council Meeting agenda for January 21, 2019.

(e) <u>Governance related to the January 14, 2019 Special Council Meeting</u>

Committee discussion took place regarding governance related to the January 14, 2019 Special Council Meeting and included:

- Gallery reactions
- Council's actions when speaking to issues with delegations
- Ways to improve the meeting process and assist the Chair going forward
- Mayor Krog advised he will speak for all of Council so they all don't feel they need to speak in support of delegations
- Mayor Krog will ask if any councillors have questions for the delegation and will keep to them to a five minute time limitation
- A quick line at the start of the meeting about gallery conduct will be announced, but only if the Mayor deems it necessary

3. <u>ADJOURNMENT:</u>

It was moved and seconded at 5:02 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER



AGENDA SPECIAL "IN CAMERA" COUNCIL MEETING

Wednesday, February 20, 2019 10:00 A.M. - 3:00 P.M. DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE 80 COMMERCIAL STREET, NANAIMO, BC

1. APPROVAL OF THE AGENDA:

That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

- 1. Adoption of Agenda
- 2. Internal Governance 90(1)(a)(c)

Section 90(1):

(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

(c) labour relations or other employee relations;

(n) the consideration of whether a Council meeting should be closed under a provision of this subsection or subsection (2).

2. REPORTS:

a. Internal Governance

To be introduced by Jake Rudolph, CAO.

3. ADJOURNMENT OF SPECIAL "IN CAMERA" MEETING:

Pages



AGENDA SPECIAL "IN CAMERA" COMMITTEE OF THE WHOLE MEETING

Monday, February 4, 2019, 1:30 P.M. - 3:30 P.M. Board Room, Service and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC

1. APPROVAL OF THE AGENDA:

That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

1. Adoption of Agenda - 90(1)(n)

2(a)

- 90(1)(i) and 90(2)(b)

Section 90(1):

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

(n) the consideration of whether a Council meeting should be closed under a provision of this subsection or subsection (2); and,

Section 90(2):

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

2. **REPORTS**:



Pages

3. ADJOURNMENT OF "IN CAMERA" MEETING:



AGENDA "IN CAMERA" COUNCIL MEETING

Monday, March 4, 2019, 3:30 P.M. - 6:30 P.M. DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE 80 COMMERCIAL STREET, NANAIMO, BC

SCHEDULED RECESS AT 5:30 P.M.

Pages

1. APPROVAL OF THE AGENDA:

That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

1. Adoption of Agenda

 3(a)
 - 90(1)(e)

 5(a)
 Release of the 2017 "In Camera" Meeting Information - Second (2017-APR-01 - 2017-JUN-30) and Third (2017-JUL-01 - 2017-SEP-30) Quarter Reports

90(1)(a)(b)(c)(e)(i)(k) and 90(2)(b)

5(b) Departure Bay Waterfront Walkway - 90(1)(e)

5(c) Snuneymuxw First Nation Protocol Agreement - 90(1)(i)

5(d)

5(e)

- 90(1)(g)(i) 90(1)(c)

5(f) CAO and Council Matters 90(1)(a)(c)

Section 90(1):

(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

(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;

(c) labour relations or other employee relations;

(e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;

(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;

(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; and,

Section 90(2):

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

2. ADOPTION OF THE MINUTES:

3. PRESENTATIONS:

a.

4. CONSENT ITEMS:

5. REPORTS

a. Release of 2017 "In Camera" Meeting Information - Second (2017-APR-01 - 6 - 163 2017-JUN-30) and Third (2017-JUL-01 - 2017-SEP-30) Quarter Reports

To be introduced by Sheila Gurrie, City Clerk.

Purpose: To obtain Council approval for the release of "In Camera" items during the second and third quarters of 2017 (2017-APR-01 - 2017-JUN-30 and 2017-JUL-01 – 2017-SEP-30) where there is no longer a requirement to keep the information confidential and the items have not been authorized for release by Council.

Recommendation: That Council:

1. direct Staff to release in whole, or in part, the 2017 second quarter (2017-APR-01 - 2017- JUN-30) and 2017 third quarter (2017-JUL-01 – 2017-SEP-30) Council and Committee of the Whole "In Camera" reports and minutes, by publishing on the City's website the items identified in Attachment 'A' of the report where the requirement for confidentiality has passed and Council authorization has not yet been obtained in accordance with Council Policy *"Routine Release of "In Camera" Resolutions and Related Reports and Information ";*

2. authorize release of this report following severing of Attachment A and that Attachment A be kept permanently confidential; and,

3. direct Staff to place the released minutes and reports on the City of Nanaimo website.

Resolution to Rise and Report:

That Council direct Staff to place the released minutes and reports of the "In Camera" information from the 2017 second quarter (2017-APR-01 - 2017-JUN-30) and 2017 third quarter (2017-JUL-01 – 2017-SEP-30) Council and Committee of the Whole meetings on the City of Nanaimo website.

b. Departure Bay Waterfront Walkway

164 - 168

To be introduced by Dale Lindsay, Director, Community Development.

Purpose: To provide Council with background information pertaining to an 'onbeach' option for a section of the waterfront walkway from BC Ferries Departure Bay Terminal to Battersea Road.

Recommendation: That the Departure Bay Waterfront Walkway report dated 2019-MAR-04 be received for information.

Resolution to Rise and Report:

To be released upon presentation of this report.

C.					
		-	_		
d.					
e.					
С.					
f.	CAO and Council Matters				

To be introduced by Jake Rudolph, Chief Administrative Officer.

6. CORRESPONDENCE:

7. ADJOURNMENT OF "IN CAMERA" MEETING:

DATE OF MEETING MARCH 4, 2019

AUTHORED BY SHEILA GURRIE, CITY CLERK

SUBJECT RELEASE OF 2017 "IN CAMERA" MEETING INFORMATION-SECOND (2017-APR-01 – 2017-JUN-30) AND THIRD (2017-JUL-01 – 2017-SEP-30) QUARTER REPORTS

OVERVIEW

Purpose of Report

To obtain Council approval for the release of "In Camera" items during the second and third quarters of 2017 (2017-APR-01 - 2017-JUN-30 and 2017-JUL-01 – 2017-SEP-30) where there is no longer a requirement to keep the information confidential and the items have not been authorized for release by Council.

Reason for "In Camera"

Community Charter Section 90 (1)

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

Community Charter and Section 90 (2)

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

Recommendation:

That Council:

direct Staff to release in whole, or in part, the 2017 second quarter (2017-APR-01 – 2017- JUN-30) and 2017 third quarter (2017-JUL-01 – 2017-SEP-30) Council and Committee of the Whole "In Camera" reports and minutes, by publishing on the City's website the items identified in Attachment 'A' of the report where the requirement for confidentiality has passed and Council authorization has not yet been obtained in accordance with Council Policy "Routine Release of "In Camera" Resolutions and Related Reports and Information ";

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- 2. authorize release of this report following severing of Attachment A and that Attachment A be kept permanently confidential; and,
- 3. direct Staff to place the released minutes and reports on the City of Nanaimo website.

Resolution to Rise and Report:

That Council direct Staff to place the released minutes and reports of the "In Camera" information from the 2017 second quarter (2017-APR-01 – 2017-JUN-30) and 2017 third quarter (2017-JUL-01 – 2017-SEP-30) Council and Committee of the Whole meetings on the City of Nanaimo website.

BACKGROUND

Attachment 'A' provides a summary of all "In Camera" meeting information from April 1 to September 30, 2017 and items carried forward from the previous quarter that weren't released but can potentially be released in future (Attachment 'A'). Staff have completed a 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 Council Policy and the *Freedom of Information and Protection of Privacy Act (FOIPPA)*. The items have been colour coded as follows:

purple – Council has previously authorized release in whole or in part; green – can be released in whole or in part; blue – can be released with redactions; orange – can be released at some point in the future (i.e. following completion of negotiations); and, red – should not be released.

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 have severed the information. This process does not preclude members of the public from requesting this information by way of a Freedom of Information (FOI) request for records.

"In Camera" Report, March 4, 2019 RELEASE OF 2017 "IN CAMERA" MEETING INFORMATION-SECOND (2017-APR-01 – 2017-JUN-30) AND THIRD (2017-JUL-01 – 2017-SEP-30) QUARTER REPORTS

Page 3

OPTIONS

- 1. That Council:
 - direct Staff to release in whole, or in part, the 2017 second quarter (2017-APR-01 2017- JUN-30) and 2017 third quarter (2017-JUL-01 2017-SEP-30) Council and Committee of the Whole "In Camera" reports and minutes, by publishing on the City's website the items identified in Attachment 'A' of the report where the requirement for confidentiality has passed and Council authorization has not yet been obtained in accordance with Council Policy "Routine Release of "In Camera" Resolutions and Related Reports and Information ";
 - 2. authorize release of this report following severing of Attachment 'A' and that Attachment 'A' be kept permanently confidential; and,
 - 3. direct Staff to place the released minutes and reports on the City of Nanaimo website.
- 2. That Council not release "In Camera" information for the 2017 second quarter (2017-APR- 01–2017-JUN-30) & 2017 third quarter (2017-JUL-01–2017-SEP-30).
 - i. **Policy Implication:** Council Policy "Routine Release of "In Camera" Resolutions and Related Reports and Information" (Attachment 'D') states that 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. The report will appear as a business item on the next regular open Council agenda to allow full publication in the agendapackage and on the City's website.

SUMMARY POINTS

- Attachment 'A' provides Council with a summary of all "In Camera" meeting information from April 1, 2017 to June 30, 2017 and from July 1 to September 30, 2017
- Attachment 'B' provides Council with the "In Camera" Reports in their entirety
- Attachment 'C' provides Council with the "In Camera" Minutes in their entirety
- Staff have completed a 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 Council Policy and the *Freedom of Information and Protection of Privacy Act (FOIPPA).*
- This process does not preclude members of the public from requesting unreleased information by way of an FOI request for records.

"In Camera" Report, March 4, 2019 RELEASE OF 2017 "IN CAMERA" MEETING INFORMATION-SECOND (2017-APR-01 – 2017-JUN-30) AND THIRD (2017-JUL-01 – 2017-SEP-30) QUARTER REPORTS

Page 4

Submitted by:

Sheila Gurrie City Clerk

"In Camera" Information Report

File Number: LD003257

DATE OF MEETING March 4, 2019

AUTHORED BY BILL CORSAN, DEPUTY DIRECTOR, COMMUNITY DEVELOPMENT

SUBJECT DEPARTURE BAY WATERFRONT WALKWAY

OVERVIEW

Purpose of Report

To provide Council with background information pertaining to an 'on-beach' option for a section of the waterfront walkway from BC Ferries Departure Bay Terminal to Battersea Road.

Reason for "In Camera"

Community Charter Section 90(1):

(e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality.

Recommendation

That the Departure Bay Waterfront Walkway report dated 2019-MAR-04 be received for information.

Resolution to Rise and Report

To be released upon presentation of this report.

DISCUSSION

The waterfront walkway is one of the City's key recreational assets for both local residents and visitors. In the 2012-2015 Strategic Plan, City Council identified a vision for a 'continuous, uninterrupted and accessible trail from Departure Bay to the Nanaimo River Estuary'; a total distance of 13km. In the 2016-2019 Strategic Plan Update, Council identified the waterfront walkway as one of the City's key Capital Projects. The expansion of the existing waterfront walkway is also supported by several neighbourhood plans and other City policies, including the Transportation Master Plan and Official Community Plan.

To date, 4.5km of the planned 13km walkway has been built to varying standards and widths, and has been focused along the downtown core, the Newcastle Channel, the Departure Bay seawall, and behind the BC Ferries Departure Bay Terminal. There are currently a number of missing gaps that limit the connectivity and use of the walkway between the Departure Bay seawall and downtown, and there are no waterfront connections south of downtown.

At the 2017-DEC-18 Council meeting, Council endorsed the Waterfront Walkway Implementation Plan. The plan set out an orderly approach to completing a continuous 13km pathway over a ten-year period, and included order-of-magnitude construction cost estimates valued at over \$36M. The plan was completed with significant input from the community and revealed a strong public support for the development of the waterfront walkway. The community engagement process also revealed that development of the walkway between the existing Departure Bay seawall and the BC Ferries Terminal was the top priority section.

The consultant team identified two main options for completing this 1,200 meter section of walkway: an elevated walkway (\$15.5m) and an 'on-beach' option (\$7m).

The Waterfront Walkway Implementation Plan included a recommendation that the project be broken up into two sections: from BC Ferries Departure Bay Ferry Terminal past Northfield Creek to the existing trail at White Eagle Terrace; and from White Eagle Terrace to Battersea Road.

As part of the public consultation, both an elevated walkway and a trail at the toe of the slope were presented. There was a preference for the elevated walkway with approximately 60% of respondents choosing that option.

The first phase of the Departure Bay Walkway (Northfield Creek section) included the following design elements:

- 350m of elevated concrete walkway;
- steel pile foundations to minimize disturbance to the marine environment, shoreline vegetation, and steep slopes;
- a width of 7.2m wide to allow safe use by pedestrians and cyclists of all ages and abilities.
- appropriate safety features such as LED lighting and cycling-height railings;
- amenities such as benches and waste receptacles and a viewing platform;
- connections to Beach Estates Park and White Eagle Terrace; and
- safety improvements to the existing White Eagle Terrace Trail.

In 2018, functional design work was completed for the project and permits were submitted to Provincial and Federal agencies for review. The original cost estimate based on the conceptual design pegged the project at \$3.5m. Through the functional design work, additional scope was added and new site-specific constraints were discovered, such as constructability. This led to a project cost estimate of \$10.5m.

To better understand the costs, risks, and feasibility of the project, Staff undertook a value engineering study of the functional design. A team of value engineering consultants was engaged in the fall of 2018 to review the project design, confirm costs, and identify alternative design options. The key findings included:

- Cost Savings ideas were generated that could reduce the elevated walkway project costs by up to \$2m (from \$10.5m to \$8.5m).
- Constructability the project as envisioned is very difficult to build due to the sensitive nature of the foreshore and the lack of access points. Construction access risks could subject the project to additional costs of at least \$4.1m.
- Rise of Further Price Escalation a key component of the project is the use of steel piles. The cost of steel has risen sharply due to tariffs introduced by Canada and the United States. It is difficult to predict the cost of steel in six months and this poses a significant financial risk.

- Alternative walkway design concepts and order-of-magnitude cost estimates were presented including:
 - an on-beach walkway along the existing toe of the slope (\$4.8M)
 - o an on-beach green shores walkway with headland pocket beach (\$5.4M)
 - a shoreline boardwalk structure along the existing toe of slope (\$6.3M)

Staff believe it would be prudent to explore the Northfield Creek walkway alternatives presented in the value engineering study and investigate the feasibility of extending these designs beyond White Eagle Terrace to Battersea Road to ensure future phases can also be constructed with the same alternative approach. The preparation of an alternative option will enable Council to compare it to the elevated walkway with information at a similar level of detail with respect to cost, constructability, durability, impact, and aesthetics.

Staff are recommending the scope of work be broken into two phases, starting with a feasibility study consisting of survey work, environmental work, and coastal engineering to proof out the on-beach/toe-of-slope approach. A functional design and detailed costing will be completed if the feasibility study shows merit.

The combined cost for the two studies is estimated at \$400,000. At present, all budget funding for the waterfront walkway is based on long-term borrowing, which requires electoral approval. As such, if Council decides to proceed with the feasibility study and functional design, funding would be drawn from the 2018 surplus.

Staff would issue a Request for Qualifications for a consultant team following a motion from Council to advance the design work. When the project work is complete, Council will be able to compare the raised walkway with the on beach/toe of slope and the associated costs, impacts, and benefits.

If Council wishes to proceed with construction of the walkway, the project will be funded through borrowing, which will require the assent of the electors through an Alternative Approval Process or a Referendum.

Staff believe the above-noted work is critical in understanding the overall cost and implications of the design and would recommend this work prior to seeking electoral assent.

SUMMARY POINTS

- The expansion of the waterfront walkway is one of the five projects identified by Council in the 2016-2019 Strategic Plan.
- The Waterfront Walkway Implementation Plan was endorsed by Council in December 2017 and identified the Northfield Creek section as a priority.
- In response, a functional design work was completed for the Northfield Creek Section by the summer of 2018 for a 350m elevated walkway.
- A value engineering review of the project noted concerns about price and constructability. In addition, the report identified that an on-beach walkway at the toe of slope or on-beach green-shores approach may be less expensive and be easier to construct.

- Staff recommend that at a future Council meeting, Staff be directed to investigate these options for the walkway from BC Ferries Departure Bay Terminal to Battersea Road.
- When complete, Council will be in a position to evaluate the two options and to compare costs, constructability, durability, impact, and aesthetics.
- The additional study work is anticipated to cost around \$400,000 and be funded through the 2018 surplus.
- If Council wishes to move forward with the project, the funding of the project would require a borrowing bylaw and the assent of the electors through an alternative approval process or a referendum.

ATTACHMENTS

ATTACHMENT A: Proposed Study Area

Submitted by:

Concurrence by:

Bill Corsan Deputy Director, Community Development Dale Lindsay Director, Community Development

Laura Mercer Acting Director, Financial Services

Bill Sims Director, Engineering & Public Works







2019 Elevated Walkway Project

OF NANAIMO





Archaeological

Archaeologist has completed an assessment for project area with First Nations.

An Aquatic Effects and Serious Harm Low potential for archaeological impact because project is located within foreshore. assessment is in progress for project area to support approval applications including,

During construction, project will be monitored by an archaeologist to minimize any impacts.

Geotechnical

Slope reviewed, walkway has been placed away from the bluff in case of slope failure

Borehole drilling and soil testing has been completed to aid in foundation design.

Potential liquefiable natural soils in foreshore.

Various depths to bedrock or dense soils suitable to support piles.

Environmental

Project reduces impact on foreshore through use of piles rather than fill.

- A background review of environmental features (fish, wildlife and habitats),
- An assessment of fish and wildlife habitat,
- ♦ An outline of project features that may affect the environment,
- Specific mitigation measures to minimize or eliminate potential environmental effects, and
- ♦ An assessment of residual serious harm (Fisheries Act).



MERGED "IN CAMERA" COUNCIL MEETING

Monday, March 4, 2019, 3:30 P.M. - 6:30 P.M. DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE 80 COMMERCIAL STREET, NANAIMO, BC

SCHEDULED RECESS AT 5:30 P.M.

Pages

1. APPROVAL OF THE AGENDA:

That Council, in accordance with Section 90(1)(n) of the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

1. Adoption of Agenda 3(a) 90(1)(e) 5(a) Release of the 2017 "In Camera" Meeting Information - Second (2017-APR-01 -2017-JUN-30) and Third (2017-JUL-01 - 2017-SEP-30) Quarter Reports -90(1)(a)(b)(c)(e)(i)(k) and 90(2)(b) 5(b) Departure Bay Waterfront Walkway - 90(1)(e) 5(c) 90(1)(i) 5(d) -90(1)(g)(i) 5(e) 90(1)(c) 5(f) CAO and Council Matters 90(1)(a)(c)

Section 90(1):

(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

(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;

(c) labour relations or other employee relations;

(e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality;

(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;

(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; and,

Section 90(2):

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

2. ADOPTION OF THE MINUTES:

3. PRESENTATIONS:

4. CONSENT ITEMS:

5. REPORTS

a. Release of 2017 "In Camera" Meeting Information - Second (2017-APR-01 - 6 - 163 2017-JUN-30) and Third (2017-JUL-01 - 2017-SEP-30) Quarter Reports

To be introduced by Sheila Gurrie, City Clerk.

Purpose: To obtain Council approval for the release of "In Camera" items during the second and third quarters of 2017 (2017-APR-01 - 2017-JUN-30 and 2017-JUL-01 – 2017-SEP-30) where there is no longer a requirement to keep the information confidential and the items have not been authorized for release by Council.

Recommendation: That Council:

1. direct Staff to release in whole, or in part, the 2017 second quarter (2017-APR-01 - 2017- JUN-30) and 2017 third quarter (2017-JUL-01 – 2017-SEP-30) Council and Committee of the Whole "In Camera" reports and minutes, by publishing on the City's website the items identified in Attachment 'A' of the report where the requirement for confidentiality has passed and Council authorization has not yet been obtained in accordance with Council Policy "Routine Release of "In Camera" Resolutions and Related Reports and Information ";

2. authorize release of this report following severing of Attachment A and that Attachment A be kept permanently confidential; and,

3. direct Staff to place the released minutes and reports on the City of Nanaimo website.

Resolution to Rise and Report:

That Council direct Staff to place the released minutes and reports of the "In Camera" information from the 2017 second quarter (2017-APR-01 - 2017-JUN-30) and 2017 third quarter (2017-JUL-01 – 2017-SEP-30) Council and Committee of the Whole meetings on the City of Nanaimo website.

b. Departure Bay Waterfront Walkway

164 - 168

To be introduced by Dale Lindsay, Director, Community Development.

Purpose: To provide Council with background information pertaining to an 'onbeach' option for a section of the waterfront walkway from BC Ferries Departure Bay Terminal to Battersea Road.

Recommendation: That the Departure Bay Waterfront Walkway report dated 2019-MAR-04 be received for information.

Resolution to Rise and Report:

To be released upon presentation of this report.

f. CAO and Council Matters

To be introduced by Jake Rudolph, Chief Administrative Officer.

6. CORRESPONDENCE:

7. ADJOURNMENT OF "IN CAMERA" MEETING:

DATE OF MEETING MARCH 4, 2019

AUTHORED BY SHEILA GURRIE, CITY CLERK

SUBJECT RELEASE OF 2017 "IN CAMERA" MEETING INFORMATION-SECOND (2017-APR-01 – 2017-JUN-30) AND THIRD (2017-JUL-01 – 2017-SEP-30) QUARTER REPORTS

OVERVIEW

Purpose of Report

To obtain Council approval for the release of "In Camera" items during the second and third quarters of 2017 (2017-APR-01 - 2017-JUN-30 and 2017-JUL-01 – 2017-SEP-30) where there is no longer a requirement to keep the information confidential and the items have not been authorized for release by Council.

Reason for "In Camera"

Community Charter Section 90 (1)

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

Community Charter and Section 90 (2)

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

Recommendation:

That Council:

direct Staff to release in whole, or in part, the 2017 second quarter (2017-APR-01 – 2017- JUN-30) and 2017 third quarter (2017-JUL-01 – 2017-SEP-30) Council and Committee of the Whole "In Camera" reports and minutes, by publishing on the City's website the items identified in Attachment 'A' of the report where the requirement for confidentiality has passed and Council authorization has not yet been obtained in accordance with Council Policy "Routine Release of "In Camera" Resolutions and Related Reports and Information ";

Page 2

- 2. authorize release of this report following severing of Attachment A and that Attachment A be kept permanently confidential; and,
- 3. direct Staff to place the released minutes and reports on the City of Nanaimo website.

Resolution to Rise and Report:

That Council direct Staff to place the released minutes and reports of the "In Camera" information from the 2017 second quarter (2017-APR-01 – 2017-JUN-30) and 2017 third quarter (2017-JUL-01 – 2017-SEP-30) Council and Committee of the Whole meetings on the City of Nanaimo website.

BACKGROUND

Attachment 'A' provides a summary of all "In Camera" meeting information from April 1 to September 30, 2017 and items carried forward from the previous quarter that weren't released but can potentially be released in future (Attachment 'A'). Staff have completed a 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 Council Policy and the *Freedom of Information and Protection of Privacy Act (FOIPPA)*. The items have been colour coded as follows:

purple – Council has previously authorized release in whole or in part; green – can be released in whole or in part; blue – can be released with redactions; orange – can be released at some point in the future (i.e. following completion of negotiations); and, red – should not be released.

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 have severed the information. This process does not preclude members of the public from requesting this information by way of a Freedom of Information (FOI) request for records.

"In Camera" Report, March 4, 2019 RELEASE OF 2017 "IN CAMERA" MEETING INFORMATION-SECOND (2017-APR-01 – 2017-JUN-30) AND THIRD (2017-JUL-01 – 2017-SEP-30) QUARTER REPORTS

Page 3

OPTIONS

- 1. That Council:
 - direct Staff to release in whole, or in part, the 2017 second quarter (2017-APR-01 2017- JUN-30) and 2017 third quarter (2017-JUL-01 2017-SEP-30) Council and Committee of the Whole "In Camera" reports and minutes, by publishing on the City's website the items identified in Attachment 'A' of the report where the requirement for confidentiality has passed and Council authorization has not yet been obtained in accordance with Council Policy "Routine Release of "In Camera" Resolutions and Related Reports and Information ";
 - 2. authorize release of this report following severing of Attachment 'A' and that Attachment 'A' be kept permanently confidential; and,
 - 3. direct Staff to place the released minutes and reports on the City of Nanaimo website.
- 2. That Council not release "In Camera" information for the 2017 second quarter (2017-APR- 01–2017-JUN-30) & 2017 third quarter (2017-JUL-01–2017-SEP-30).
 - i. **Policy Implication:** Council Policy "Routine Release of "In Camera" Resolutions and Related Reports and Information" (Attachment 'D') states that 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. The report will appear as a business item on the next regular open Council agenda to allow full publication in the agendapackage and on the City's website.

SUMMARY POINTS

- Attachment 'A' provides Council with a summary of all "In Camera" meeting information from April 1, 2017 to June 30, 2017 and from July 1 to September 30, 2017
- Attachment 'B' provides Council with the "In Camera" Reports in their entirety
- Attachment 'C' provides Council with the "In Camera" Minutes in their entirety
- Staff have completed a 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 Council Policy and the *Freedom of Information and Protection of Privacy Act (FOIPPA).*
- This process does not preclude members of the public from requesting unreleased information by way of an FOI request for records.

"In Camera" Report, March 4, 2019 RELEASE OF 2017 "IN CAMERA" MEETING INFORMATION-SECOND (2017-APR-01 – 2017-JUN-30) AND THIRD (2017-JUL-01 – 2017-SEP-30) QUARTER REPORTS

Page 4

Submitted by:

Sheila Gurrie City Clerk

"In Camera" Information Report

File Number: LD003257

DATE OF MEETING March 4, 2019

AUTHORED BY BILL CORSAN, DEPUTY DIRECTOR, COMMUNITY DEVELOPMENT

SUBJECT DEPARTURE BAY WATERFRONT WALKWAY

OVERVIEW

Purpose of Report

To provide Council with background information pertaining to an 'on-beach' option for a section of the waterfront walkway from BC Ferries Departure Bay Terminal to Battersea Road.

Reason for "In Camera"

Community Charter Section 90(1):

(e) the acquisition, disposition or expropriation of land or improvements, if the Council considers that disclosure could reasonably be expected to harm the interests of the municipality.

Recommendation

That the Departure Bay Waterfront Walkway report dated 2019-MAR-04 be received for information.

Resolution to Rise and Report

To be released upon presentation of this report.

DISCUSSION

The waterfront walkway is one of the City's key recreational assets for both local residents and visitors. In the 2012-2015 Strategic Plan, City Council identified a vision for a 'continuous, uninterrupted and accessible trail from Departure Bay to the Nanaimo River Estuary'; a total distance of 13km. In the 2016-2019 Strategic Plan Update, Council identified the waterfront walkway as one of the City's key Capital Projects. The expansion of the existing waterfront walkway is also supported by several neighbourhood plans and other City policies, including the Transportation Master Plan and Official Community Plan.

To date, 4.5km of the planned 13km walkway has been built to varying standards and widths, and has been focused along the downtown core, the Newcastle Channel, the Departure Bay seawall, and behind the BC Ferries Departure Bay Terminal. There are currently a number of missing gaps that limit the connectivity and use of the walkway between the Departure Bay seawall and downtown, and there are no waterfront connections south of downtown.

At the 2017-DEC-18 Council meeting, Council endorsed the Waterfront Walkway Implementation Plan. The plan set out an orderly approach to completing a continuous 13km pathway over a ten-year period, and included order-of-magnitude construction cost estimates valued at over \$36M. The plan was completed with significant input from the community and revealed a strong public support for the development of the waterfront walkway. The community engagement process also revealed that development of the walkway between the existing Departure Bay seawall and the BC Ferries Terminal was the top priority section.

The consultant team identified two main options for completing this 1,200 meter section of walkway: an elevated walkway (\$15.5m) and an 'on-beach' option (\$7m).

The Waterfront Walkway Implementation Plan included a recommendation that the project be broken up into two sections: from BC Ferries Departure Bay Ferry Terminal past Northfield Creek to the existing trail at White Eagle Terrace; and from White Eagle Terrace to Battersea Road.

As part of the public consultation, both an elevated walkway and a trail at the toe of the slope were presented. There was a preference for the elevated walkway with approximately 60% of respondents choosing that option.

The first phase of the Departure Bay Walkway (Northfield Creek section) included the following design elements:

- 350m of elevated concrete walkway;
- steel pile foundations to minimize disturbance to the marine environment, shoreline vegetation, and steep slopes;
- a width of 7.2m wide to allow safe use by pedestrians and cyclists of all ages and abilities.
- appropriate safety features such as LED lighting and cycling-height railings;
- amenities such as benches and waste receptacles and a viewing platform;
- connections to Beach Estates Park and White Eagle Terrace; and
- safety improvements to the existing White Eagle Terrace Trail.

In 2018, functional design work was completed for the project and permits were submitted to Provincial and Federal agencies for review. The original cost estimate based on the conceptual design pegged the project at \$3.5m. Through the functional design work, additional scope was added and new site-specific constraints were discovered, such as constructability. This led to a project cost estimate of \$10.5m.

To better understand the costs, risks, and feasibility of the project, Staff undertook a value engineering study of the functional design. A team of value engineering consultants was engaged in the fall of 2018 to review the project design, confirm costs, and identify alternative design options. The key findings included:

- Cost Savings ideas were generated that could reduce the elevated walkway project costs by up to \$2m (from \$10.5m to \$8.5m).
- Constructability the project as envisioned is very difficult to build due to the sensitive nature of the foreshore and the lack of access points. Construction access risks could subject the project to additional costs of at least \$4.1m.
- Rise of Further Price Escalation a key component of the project is the use of steel piles. The cost of steel has risen sharply due to tariffs introduced by Canada and the United States. It is difficult to predict the cost of steel in six months and this poses a significant financial risk.

- Alternative walkway design concepts and order-of-magnitude cost estimates were presented including:
 - an on-beach walkway along the existing toe of the slope (\$4.8M)
 - o an on-beach green shores walkway with headland pocket beach (\$5.4M)
 - a shoreline boardwalk structure along the existing toe of slope (\$6.3M)

Staff believe it would be prudent to explore the Northfield Creek walkway alternatives presented in the value engineering study and investigate the feasibility of extending these designs beyond White Eagle Terrace to Battersea Road to ensure future phases can also be constructed with the same alternative approach. The preparation of an alternative option will enable Council to compare it to the elevated walkway with information at a similar level of detail with respect to cost, constructability, durability, impact, and aesthetics.

Staff are recommending the scope of work be broken into two phases, starting with a feasibility study consisting of survey work, environmental work, and coastal engineering to proof out the on-beach/toe-of-slope approach. A functional design and detailed costing will be completed if the feasibility study shows merit.

The combined cost for the two studies is estimated at \$400,000. At present, all budget funding for the waterfront walkway is based on long-term borrowing, which requires electoral approval. As such, if Council decides to proceed with the feasibility study and functional design, funding would be drawn from the 2018 surplus.

Staff would issue a Request for Qualifications for a consultant team following a motion from Council to advance the design work. When the project work is complete, Council will be able to compare the raised walkway with the on beach/toe of slope and the associated costs, impacts, and benefits.

If Council wishes to proceed with construction of the walkway, the project will be funded through borrowing, which will require the assent of the electors through an Alternative Approval Process or a Referendum.

Staff believe the above-noted work is critical in understanding the overall cost and implications of the design and would recommend this work prior to seeking electoral assent.

SUMMARY POINTS

- The expansion of the waterfront walkway is one of the five projects identified by Council in the 2016-2019 Strategic Plan.
- The Waterfront Walkway Implementation Plan was endorsed by Council in December 2017 and identified the Northfield Creek section as a priority.
- In response, a functional design work was completed for the Northfield Creek Section by the summer of 2018 for a 350m elevated walkway.
- A value engineering review of the project noted concerns about price and constructability. In addition, the report identified that an on-beach walkway at the toe of slope or on-beach green-shores approach may be less expensive and be easier to construct.

- Staff recommend that at a future Council meeting, Staff be directed to investigate these options for the walkway from BC Ferries Departure Bay Terminal to Battersea Road.
- When complete, Council will be in a position to evaluate the two options and to compare costs, constructability, durability, impact, and aesthetics.
- The additional study work is anticipated to cost around \$400,000 and be funded through the 2018 surplus.
- If Council wishes to move forward with the project, the funding of the project would require a borrowing bylaw and the assent of the electors through an alternative approval process or a referendum.

ATTACHMENTS

ATTACHMENT A: Proposed Study Area

Submitted by:

Concurrence by:

Bill Corsan Deputy Director, Community Development Dale Lindsay Director, Community Development

Laura Mercer Acting Director, Financial Services

Bill Sims Director, Engineering & Public Works







2019 Elevated Walkway Project

OF NANAIMO





Archaeological

Archaeologist has completed an assessment for project area with First Nations.

An Aquatic Effects and Serious Harm Low potential for archaeological impact because project is located within foreshore. assessment is in progress for project area to support approval applications including,

During construction, project will be monitored by an archaeologist to minimize any impacts.

Geotechnical

Slope reviewed, walkway has been placed away from the bluff in case of slope failure

Borehole drilling and soil testing has been completed to aid in foundation design.

Potential liquefiable natural soils in foreshore.

Various depths to bedrock or dense soils suitable to support piles.

Environmental

Project reduces impact on foreshore through use of piles rather than fill.

- A background review of environmental features (fish, wildlife and habitats),
- An assessment of fish and wildlife habitat,
- ♦ An outline of project features that may affect the environment,
- Specific mitigation measures to minimize or eliminate potential environmental effects, and
- ♦ An assessment of residual serious harm (Fisheries Act).



AGENDA "IN CAMERA" COUNCIL MEETING

Monday, March 18, 2019, 5:30 P.M. - 6:55 P.M. DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE 80 COMMERCIAL STREET, NANAIMO, BC

1. APPROVAL OF THE AGENDA:

That Council, in accordance with the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

1. Adoption of Agenda

5(a) Design Advisory Panel Appointment - Architectural Institute of British Columbia Representative - 90(1)(a)

5(b) Snuneymuxw First Nation Protocol Agreement Update - 90(1)(i)

5(c) CAO and Council Matters - 90(1)(a)(c)

Section 90(1):

(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;

(c) labour relations or other employee relations; and,

(i) the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

2. ADOPTION OF THE MINUTES:

a. Minutes

3 - 5

Minutes of the "In Camera" Council Meeting held in the Douglas Rispin Room, 80 Commercial Street, Nanaimo, BC on Monday, 2019-FEB-25 at 5:30 p.m.

b. Minutes

6 - 11

Minutes of the "In Camera" Council Meeting held in the Douglas Rispin Room, 80 Commercial Street, Nanaimo, BC on Monday, 2019-MAR-04 at 3:30 p.m.

3. PRESENTATIONS:

Pages

4. CONSENT ITEMS:

5. REPORTS

a. Design Advisory Panel Appointment - Architectural Institute of British Columbia Representative

To be introduced by Sheila Gurrie, City Clerk.

Purpose: To request that Council appoint an Architectural Institute of BC representative to the Design Advisory Panel.

Recommendation: That Council appoint an Architectural Institute of BC representative to the Design Advisory Panel for a two year term ending 2021-FEB-24.

Rise and Report:

That Council direct Staff to notify the appointed member and include their appointment on a future Council meeting agenda.

b. Snuneymuxw First Nation Protocol Agreement Update

To be introduced by Jake Rudolph, Chief Administrative Officer.

c. CAO and Council Matters

To be introduced by Jake Rudolph, Chief Administrative Officer.

6. CORRESPONDENCE:

7. ADJOURNMENT OF "IN CAMERA" MEETING:

"IN CAMERA" MINUTES

COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE, 80 COMMERCIAL STREET, NANAIMO, BC MONDAY, 2019-FEB-25 AT 5:30 P.M. – 6:30 P.M.

- Present: Mayor L. Krog Councillor S. D. Armstrong Councillor D. Bonner Councillor T. Brown Councillor B. Geselbracht Councillor E. Hemmens Councillor Z. Maartman Councillor I. W. Thorpe Councillor J. Turley
- Staff: J. Rudolph, Chief Administrative Officer
 D. Lindsay, Director of Community Development (vacated 6:17 p.m.)
 S. Gurrie, City Clerk (vacated 6:45 p.m.)
 K. Gerard, Recording Secretary (vacated 6:18 p.m.)

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

The "In Camera" Meeting was called to order at 5:33 p.m.

2. <u>ADOPTION OF AGENDA:</u>

It was moved and seconded that Council, in accordance with the *Community Charter*, adopt the agenda as presented. The motion carried unanimously.

3. ADOPTION OF MINUTES:

It was moved and seconded the following minutes be adopted as circulated:

- Minutes of the Special In Camera Council Meeting held in the Shaw Auditorium, 80 Commercial Street, Nanaimo, BC on Monday, 2017-AUG-28 at 10:00 a.m.
- Minutes of the Special In Camera Council Meeting held in the Douglas Rispin Room, 80 Commercial Street, Nanaimo, BC on Monday, 2019-FEB-04 at 4:30 p.m.

The motion carried unanimously.

4. <u>CONSENT ITEMS:</u>

It was moved and seconded that Council approve the consent items as follows:

- 1. Minutes of the Special "In Camera" Committee of the Whole Meeting held in the Douglas Rispin Room, Vancouver Island Conference Centre, 80 Commercial Street, Nanaimo, BC on Monday, 2019-JAN-14 at 1:00 p.m.
- 2. Minutes of the Special "In Camera" Committee of the Whole Meeting held in the Boardroom, Service and Resource Centre, 411 Dunsmuir Street, Nanaimo, BC on Thursday, 2019-JAN-18 at 2:00 p.m.

The motion carried unanimously.

5. <u>REPORTS:</u>

(a) <u>2019 Design Advisory Panel Member Appointments</u>

Introduced by Sheila Gurrie, City Clerk.

It was moved and seconded that Council appoint the following members as the atlarge members to the Design Advisory Panel for a three year term commencing 2019-APR-01 and ending 2022-MAR-31:

- 1. Steve Johnston
- 2. Kevin Krastel
- 3. Marie Leduc
- 4. Gurdeep Minhas

The motion carried unanimously.

It was moved and seconded that Council appoint Kate Stefiuk as the British Columbia Society of Landscape Architects representative for a two-year term ending 2021-FEB-24. The motion carried unanimously.

It was moved and seconded that Council appoint Councillor Brown as the Council representative to the Design Advisory Panel for a one-year term ending 2020-FEB-24. The motion carried unanimously.

It was moved and seconded that Council direct Staff to notify the appointed members and include their appointment on a future Council meeting agenda. The motion carried unanimously.

(b) In Camera Council Resolutions Update

Introduced by Sheila Gurrie, City Clerk.

It was moved and seconded that Council rescind the following resolution passed at the "In Camera" Council meeting held on, 2018-JAN-22:

"It was moved and seconded that Council direct the City Manager and CAO to amend the City of Nanaimo Cardholder Agreement and related Expense Policy as follows:

- 1. Clearly define permitted business uses and excluded business uses;
- 2. Clearly define prohibited uses and exceptions for incidental uses related to business expenses;
- 3. Add a section on disciplinary measures for non-compliance;
- 4. Establish a formal collection process;
- 5. In consultation with senior management, reduce and consolidate the total number of City cards issued to serve procurement needs of each department;
- 6. Issue a Request For Proposals for City travel services;
- 7. Roll out training on new policies including a revised Travel Policy; and,
- 8. In consultation with the City's lawyer rise and report on the changes."

The motion carried unanimously.

It was moved and seconded that the "In Camera" Council Resolutions Update report, dated 2019-FEB-25, be received for information. The motion carried unanimously.

- D. Lindsay vacated the Douglas Rispin Room at 6:17 p.m.
- K. Gerard vacated the Douglas Rispin Room at 6:18 p.m.
 - (c) CAO and Council Matters

Introduced by Jake Rudolph, Chief Administrative Officer.

S. Gurrie vacated the Douglas Rispin Room at 6:45 p.m.

(2) <u>Email Correspondence</u>

Discussion took place regarding email procedures and processes between Council and Staff.

6. <u>ADJOURNMENT:</u>

It was moved and seconded at 6:52 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

CERTIFIED CORRECT:

CORPORATE OFFICER

"IN CAMERA" MINUTES

COUNCIL MEETING TO DISCUSS CONFIDENTIAL MATTERS DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE, 80 COMMERCIAL STREET, NANAIMO, BC MONDAY, 2019-MAR-04 AT 3:30 P.M.

Present: Mayor L. Krog Councillor D. Bonner Councillor T. Brown Councillor B. Geselbracht Councillor E. Hemmens Councillor Z. Maartman Councillor I. W. Thorpe

Councillor J. Turley

Absent: Councillor S. D. Armstrong

Staff:

J. Rudolph, Chief Administrative Officer

R. J. Harding, Director of Parks and Recreation (arrived 3:30 p.m., vacated 5:33 p.m.)

D. Lindsay, Director of Community Development (vacated 5:33 p.m.)

B. Corsan, Deputy Director, Community Development (arrived 3:29 p.m., vacated 5:33 p.m.)

J. Van Horne, Director of Human Resources (arrived 6:35 p.m., vacated 6:40 p.m.)

M. Blouin, Manager, Human Resources (arrived 6:35 p.m., vacated 6:40 p.m.) S. Gurrie, City Clerk

S. Snelgrove, Recording Secretary

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

The "In Camera" Meeting was called to order at 3:29 p.m.

B. Corsan entered the Douglas Rispin Room at 3:29 p.m.

2. INTRODUCTION OF LATE ITEMS:

- (a) Agenda Item 5(c) -
- (b) Add Agenda Item 6(a) Westwood Road/Jingle Pot Road Intersection Tender to be introduced by Bill Sims, Director of Engineering and Public Works.

- R. Harding entered the Douglas Rispin Room at 3:30 p.m.
- B. Corsan vacated the Douglas Rispin Room at 3:30 p.m.

3. ADOPTION OF AGENDA:

It was moved and seconded that Council, in accordance with the *Community Charter*, adopt the agenda as amended. The motion carried unanimously.

and Bill Corsan entered the Douglas Rispin Room at 3:32 p.m.

4. PRESENTATIONS:

vacated the Douglas Rispin Room at

3:56 p.m.

B. Sims entered the Douglas Rispin Room at 3:57 p.m.

- B. Corsan and D. Lindsay vacated the Douglas Rispin Room at 4:12 p.m.
- 5. <u>REPORTS:</u>
 - (a) <u>Westwood Road/Jingle Pot Road Intersection Tender</u>

Introduced by Jake Rudolph, Chief Administrative Officer, and Bill Sims, Director of Engineering and Public Works.

Presentation:

- 1. Bill Sims provided a presentation regarding Westwood Road/Jingle Pot Road intersection construction tender. He advised the tender closes March 5, 2019. He spoke regarding the proposed changes, average number of collisions, design to improve intersection safety for pedestrians and cyclists, the design will incorporate smart channel right turn lanes and the creation of a bus bay.
- D. Lindsay returned to the Douglas Rispin Room at 4:21 p.m.

Council discussion took place regarding:

- Redesign of streets and standards of integration for all modes of transit
- Complete streets and active transportation
- Connectivity

Bill Sims presentation continued regarding Metal Drive Complete Street Utility & Corridor Upgrade:

- Purpose is to develop corridor plan for Metral Drive using complete street standards
- Connecting the E&N Trail with Metral Drive
- Metral Drive RFP closes March 15, 2019
- Staff will be conducting a session on transportation planning in the near future

Council discussion took place regarding:

- Discussions with the public and confidence in professional staff
- Implementation of recent projects and funds spent
- Separation between moving vehicles and cyclists
- Boxwood Road upgrade, ideal design and investment in existing staff

R. Harding vacated the Douglas Rispin Room at 4:40 p.m.

(b) Release of 2017 "In Camera" Meeting Information - Second (2017-APR-01 – 2017-JUN-30) and Third (2017-JUL-01 - 2017-SEP-30) Quarter Reports

Introduced by Sheila Gurrie, City Clerk.

It was moved and seconded that Council:

- direct Staff to release in whole, or in part, the 2017 second quarter (2017-APR-01 2017- JUN-30) and 2017 third quarter (2017-JUL-01 2017-SEP-30) Council and Committee of the Whole "In Camera" reports and minutes, by publishing on the City's website the items identified in Attachment 'A' of the report where the requirement for confidentiality has passed and Council authorization has not yet been obtained in accordance with Council Policy "Routine Release of "In Camera" Resolutions and Related Reports and Information ";
- 2. authorize release of this report following severing of Attachment A and that Attachment A be kept permanently confidential; and,
- 3. direct Staff to place the released minutes and reports on the City of Nanaimo website.

The motion carried unanimously.

It was moved and seconded that Council direct Staff to place the released minutes and reports of the "In Camera" information from the 2017 second quarter (2017-APR-01 - 2017-JUN-30) and 2017 third quarter (2017-JUL-01 – 2017-SEP-30) Council and Committee of the Whole meetings on the City of Nanaimo website. The motion carried unanimously.

R. Harding and B. Corsan entered the Douglas Rispin Room at 4:52 p.m. S. Gurrie vacated the Douglas Rispin Room at 4:53 p.m.

(c) <u>Departure Bay Waterfront Walkway</u>

Introduced by Jake Rudolph, Chief Administrative Officer.

Presentation:

1. Bill Corsan, Deputy Director of Community Development, provided a presentation regarding the Waterfront Walkway. He advised of the history of the project, elevated and on-beach options for Departure Bay area, phased approach to building and the immediate next step to return to Council to issue a Request for Qualifications for a feasibility study.

S. Gurrie returned to the Douglas Rispin Room at 5:03 p.m. Council discussion took place regarding:

The presentation continued regarding:

It was moved and seconded that the Departure Bay Waterfront Walkway report dated 2019-MAR-04 be received for information. The motion carried unanimously.

B. Corsan, R. Harding and D. Lindsay vacated the Douglas Rispin Room at 5:33 p.m. The "In Camera" meeting recessed at 5:33 p.m. The "In Camera" Meeting reconvened at 5:55 p.m. Staff present: J. Rudolph, S. Gurrie, S. Snelgrove

S. Snelgrove vacated the Douglas Rispin Room at 6:31 p.m.

- S. Gurrie vacated the Douglas Rispin Room at 6:35 p.m.
- J. Van Horne and M. Blouin entered the Douglas Rispin Room at 6:35 p.m.

J. Van Horne and M. Blouin vacated the Douglas Rispin Room at 6:40 p.m.

(g) <u>CAO and Council Matters</u>

Introduced by Jake Rudolph, Chief Administrative Officer.

6. <u>ADJOURNMENT:</u>

It was moved and seconded at 6:52 p.m. that the "In Camera" Meeting terminate. The motion carried unanimously.

CHAIR

CERTIFIED CORRECT:

CORPORATE OFFICER

File Number: 0540-01

DATE OF MEETING MARCH 18, 2019

AUTHORED BY SKY SNELGROVE, STENO COORDINATOR, LEGISLATIVE SERVICES

SUBJECT DESIGN ADVISORY PANEL APPOINTMENT - ARCHITECTURAL INSTITUTE OF BC REPRESENTATIVE

OVERVIEW

Purpose of Report

To request that Council appoint an Architectural Institute of BC representative to the Design Advisory Panel.

Reason for "In Camera"

(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality.

Recommendation

That Council appoint an Architectural Institute of BC representative to the Design Advisory Panel for a two year term ending 2021-FEB-24.

Resolution to Rise and Report

That Council direct Staff to notify the appointed member and include their appointment on a future Council meeting agenda.

BACKGROUND

The Design Advisory Panel (DAP) is an advisory committee to Council made up of design professionals and members of the general public. DAP reviews form and character development permits in relation to relevant design guidelines, good design principles, and conformance with the Official Community Plan and related documents. DAP also provides independent, objective recommendations to the applicant, City staff, and Council to promote a high quality of urban and landscape designs in future development which meets the needs of the community.

At the 2019-FEB-25 "In Camera" Council Meeting, Council directed staff to appoint four at-large members, a Council representative and a British Columbia Society of Landscape Architects representative to DAP for various terms. DAP mandate and objectives require that a representative from the Architectural Institute of British Columbia (AIBC) sit on the panel. Staff have reached out to the AIBC and received one nomination. The nomination received is for the current AIBC representative, Charles Kierulf, whose term expired in March 2018.

OPTIONS

1. That Council appoint an Architectural Institute of BC representative to the Design Advisory Panel for a two year term ending 2021-FEB-24.

- **Budget Implication:** Members serve on a volunteer basis and do not receive remuneration.
- **Policy Implication:** DAP members assist staff in establishing guidelines to ensure that the form and character of future development is of a high quality which meets the needs of the community.
- **Engagement Implication:** DAP meetings are open to the public and staff requested nominations from the AIBC.
- 2. That Council provide alternate direction regarding the Architectural Institute of BC nominee.

SUMMARY POINTS

- Council is requested to appoint an AIBC representative to DAP.
- The current representative was nominated for reappointment by AIBC.
- The term of the representative on DAP is two years.

ATTACHMENTS

Attachment B: Design Advisory Panel Mandate and Objectives

Submitted by:

Sky Snelgrove Steno Coordinator, Legislative Services

Concurrence by:

Sheila Gurrie City Clerk and Corporate Officer

Lainya Rowett Manager, Current Planning

ATTACHMENT B



DESIGN ADVISORY PANEL MANDATE AND OBJECTIVES (adopted 2015-MAR-02)

<u>Mandate</u>

The Design Advisory Panel serves as an advisory body to Council responsible to review form and character development permit applications and to provide recommendations to staff in its negotiations with applicants.

Objectives

The objective of the Panel is to:

- review development proposals in relation to design guidelines and provide recommendations based on same;
- assist staff in establishing guidelines to ensure that the form and character of future development is of a high quality which meets the needs of the community;
- encourage a high standard of project design and construction through educational programs; and
- recommend to Council, through an awards program, projects which have demonstrated innovation and high standards in urban and landscape designs.

Meetings

The Design Advisory Panel will meet every second and fourth Thursday of the month at 5:00 p.m., or on an as needed basis.

In addition to the regularly scheduled meeting, members may be requested to participate with Council and staff on specific task forces or project committees.

<u>Membership</u>

The membership of the Panel will be comprised of:

- One (1) Council Member
- Two (2) architects recommended by the Architectural Institute of BC
- One (1) landscape architect recommended by the BC Society of Landscape Architects
- Four (4) members of the general public

One (1) member from the Nanaimo Community Heritage Commission (NCHC) will be invited to attend in a resource capacity as required for downtown projects.

Design Review Process

The development permit review process will be as follows:

- City staff will present background information and a summary of major policy issues applicable to the proposal.
- The applicant or his/her agent will present the proposed development, highlighting:
 - The proposed development's function.
 - The project's adherence to the appropriate design guidelines and the neighbourhood context.
 - The reasons for requested variances, if applicable.
- The Panel will have an opportunity to ask the applicant, his/her agent(s) and staff questions about the design and zoning requirements.
- The Panel will consider the presentations and formulate a recommendation to assist staff in further design discussions with the applicant. The recommendation from the Panel will form part of the staff report to Council.

See also:

- Terms of Reference for Advisory Committees
- Council Procedures Bylaw



AGENDA SPECIAL "IN CAMERA" COUNCIL MEETING

Monday, March 25, 2019 5:30 P.M. - 7:30 P.M. DOUGLAS RISPIN ROOM, VANCOUVER ISLAND CONFERENCE CENTRE 80 COMMERCIAL STREET, NANAIMO, BC

1. APPROVAL OF THE AGENDA:

That Council, in accordance the Community Charter, adopt the agenda as presented (or as amended).

Summary of Agenda Items and Proposed CC Reasons to Close Meeting:

Adoption of Agenda

2(a) - - 90(1)(c)

Section 90(1):

(c) labour relations or other employee relations.

2. REPORTS:

