



GOVERNMENT SERVICES COMMITTEE

MONDAY, APRIL 18, 2011
6:15 P.M.

COUNCIL CHAMBERS, CITY HALL
410 ESPLANADE

Mandate – To advise Council on a broad spectrum of issues related to departmental matters

COUNCILLOR STEVE ARNETT, CHAIR

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CALL TO ORDER

1. AGENDA APPROVAL

2. MINUTES

2.1. March 21, 2011

1 – 3

3. DELEGATIONS

3.1. Isabelle Ouelette, Ladysmith and District Historical Society
Proposed Ladysmith Museum

Note: Related correspondence is attached under Item 7.1

3.2. Greg Roberts and Directors, Ladysmith Community Gardens Society
Update on the status of the Community Gardens

Note: Related staff report is attached under item 5.2

4. CITY MANAGER'S REPORT

5. STAFF REPORTS

5.1. Condition of Trees at Ladysmith Arboretum

4 – 6

5.2. Ladysmith Community Gardens Agreement

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5.3. Building Inspector's Report – March 2011

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5.4. Trolley Report – March 2011

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5.5. Fire Chief's Report – March 2011

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5.6. Coastal Animal Control Services – March 2011 Pound Report

23 – 24

- 5.7. S/Sgt. R. Plamondon, Ladysmith Detachment, Royal Canadian Mounted Police
Quarterly Report – First Quarter 2011 **25 - 27**

6. MEMBER SUBMISSIONS

7. CORRESPONDENCE

- 7.1. Isabelle Ouelette, Ladysmith and District Historical Society
Proposed Ladysmith Museum **28**

Staff Recommendation

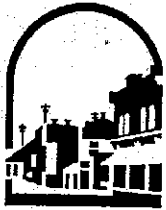
That The Committee consider whether it wishes to recommend that Council refer the matter of the proposed Ladysmith Museum, as outlined in the correspondence from the Ladysmith and District Historical Society dated April 5, 2011, to the Heritage Revitalization Advisory Commission.

8. NEW BUSINESS

9. UNFINISHED BUSINESS

None

ADJOURNMENT



LADYSMITH

TOWN OF LADYSMITH
MINUTES OF A REGULAR SESSION OF
THE GOVERNMENT SERVICES COMMITTEE
MONDAY, MARCH 21, 2011 - 6:30 P.M.

COUNCIL MEMBERS PRESENT:

Councillor Steve Arnett (Chair)
Councillor Jillian Dashwood
Councillor Bruce Whittington

Mayor Rob Hutchins
Councillor Lori Evans

Councillor Scott Bastian
Councillor Duck Paterson

STAFF PRESENT:

Ruth Malli
Erin Anderson
Joanna Winter

Sandy Bowden
Patrick Durban

Felicity Adams
Joe Friesenhan

CALL TO ORDER

Councillor Bastian called the meeting to order at 6:32 p.m.

AGENDA APPROVAL

Councillor Bastian requested Council's consideration of the following addition to the agenda:

7.1 Correspondence from M. Fraser regarding Ladysmith Dog Park.

2011-023

It was moved, seconded and carried that the agenda be adopted as amended.

MINUTES

2011-024

It was moved, seconded and carried that the Government Services Committee minutes for the meeting held February 21, 2010 be adopted as amended to record that Councillor Whittington was opposed to Resolution 2011-015 (Public Input Session).

DELEGATIONS

Roxanne Lipka, Tom Day, B.C. Transit

Ms Lipka and Mr. Day provided Council with an overview of the proposed Cowichan Valley Regional District Future Transit Plan and responded to questions from Council.

**CITY MANAGER'S
REPORT**

The City Manager will provide a detailed report to the Committee at the next meeting.

REPORTS

- 2011-025** **Building Inspector's Report for February, 2011**
It was moved, seconded and carried that the Building Inspector's Report for February 2011 be received.
- It was requested that the report be amended to show the different types of dwelling units for which permits are issued.
- 2011-026** **Trolley Report for February 2011**
It was moved, seconded and carried that the Trolley Report for February 2011 be received.
- 2011-027** **Fire Chief's Report for February 2011**
It was moved, seconded and carried that the Fire Chief's Report for February 2011 be received.
- 2011-028** **Animal Control / Pound Report for February 2011**
It was moved, seconded and carried that the Animal Control / Pound Report for February 2011 be received.

MEMBER SUBMISSIONS

Mayor Hutchins – Cowichan Valley Regional District 2011 Budget

Mayor Hutchins reported on the proposed 2011 budget for the Cowichan Valley Regional District.

CORRESPONDENCE

- 2011-029** **Linda Brown, Diana McKay, MaryAnn Fleming, Florence Pratt, Penelope Laycock, Marg Fraser**
Request for a Fenced Dog Park in Ladysmith
It was moved, seconded and carried that the Committee recommend to Council that the requests from L. Brown, D. McKay, M. Fleming and M. Fraser for the establishment of a fenced dog park and related amenities be referred to the Parks, Recreation and Culture Commission to review sites and costs and to report back to the Committee.
- 2011-030** **Brian McLaurin**
Tree Cutting at 606 Farrell Road
It was moved, seconded and carried that the Committee recommend to Council that the request from Brian McLaurin in his correspondence of February 25, 2011 regarding the development of a tree bylaw be referred to staff to review and report back.
- 2011-031** **Sandra Dall**
Proposed Banning of Dogs in Parks
It was moved, seconded and carried that the Committee recommend to Council that the March 5, 2011 correspondence from Sandra Dall be referred to the Parks, Recreation and Culture

Commission to review guidelines for dogs on and off leash on trails throughout the Town of Ladysmith.

Opposed: Councillor Evans

ADJOURNMENT

2011-032

It was moved, seconded and carried that this meeting of the Government Services Committee be adjourned at 7:00 p.m.

Chair (Councillor S. Arnett)

CERTIFIED CORRECT

Corporate Officer (S. Bowden)

Subject to Adoption



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Joe Friesenhan, Director of Public Works
Date: March 30, 2011
File No:

Re: LADYSMITH ARBORETUM

RECOMMENDATION(S):

That Council request staff to schedule a seminar for staff of Vancouver Island municipalities on construction practices around existing trees;

And that Council authorize the removal of a gingko and four other dead or dying trees in the Ladysmith Arboretum, and their replacement with the same species of trees.

PURPOSE:

The purpose of this report is to inform Council of the poor health of a number of the historical trees in the Ladysmith arboretum and to obtain Council approval for Town staff to put on a seminar regarding construction around existing trees.

INTRODUCTION/BACKGROUND:

In 1947, during the construction of the Comox Logging and Railway Company (CLRC) offices, the chief forester of the CLRC, Fred D. Mulholland, supervised the construction and planting of an arboretum and gardens around the offices. His goal was to plant and exhibit some of the lumber-producing tree species of the world in the arboretum.

Planting began in 1947. Prior to that date the site was a swamp fed by groundwater from the slope above it. Drainage tiles were installed and a pond and cistern were built to provide water for irrigation during dry spells. The exotic specimens were brought in from the Loritz Nursery in Saanich while the native specimens were transplanted from the local forests. Labour for the construction and maintenance of the arboretum was provided by CLRC workers. A greenhouse, nursery, and workshop were built at the south end of the site to raise new plantings and house equipment and tools for the maintenance of the arboretum. Over the years lack of maintenance resulted in the overcrowding of the arboretum and the dilapidation of the greenhouse, workshop, cistern, pond and arbour.

The CLRC continued operations in Ladysmith until 1953, when it merged with Crown Zellerback Ltd. Over the years the offices in Ladysmith lost their importance as the administrative center for the company and were run at a reduced staffing until 1982 when the offices were closed for good. In 1983 Crown Zellerback sold all its Canadian assets to Crown Forest Industries. The new owners never moved into the building. In 1985, the Town of Ladysmith leased office space in the building for its operation. The Town also began maintaining the arboretum at that time. In 1986, a

land deal was ratified that transferred the Arboretum to the Municipality of Ladysmith.

In 1999, as part of the upgrading of the Trans Canada Highway through Ladysmith, the arboretum was greatly affected by the relocation of the entrance to Transfer Beach. Many of the trees were removed due to the construction of the new access, and effort were made to save as many of the original trees as possible. One tree in particular was the Ginkgo Biloba from central China that is situated just north of the new access to Transfer Beach. Construction of the northbound merge lane interfered directly with the drip line of the Ginkgo tree, and a large quantity of material had to be placed over the root system to reduce the highway slopes. In 2007, due to the decline of the tree's foliage, a permit was obtain allowing the Town to remove the excess material by building a wall into the backslope of the highway bank. Existing vegetation was removed from around the tree to reduce the competition for nutrients.

In 2010, an arborist report identified a split gill fungus growing on two large lower branches. Both branches were dead and a third branch was in decline. A second arborist report obtained in March 2011 shows that the tree is now in complete decline as a direct result of the highway work.

There are four additional large trees in the arboretum on the south side of the Transfer Beach access that are dead or dying and need to be removed as a safety precaution to prevent them from falling onto the highway or Transfer Beach Road. Staff are planning to replace these trees with the same species in order to maintain the original intent of the arboretum. A number of other trees are showing signs of stress and will need special care to try to keep them healthy.

The condition of the trees in the Arboretum provides the Town with an opportunity to educate Town staff and those from other municipalities involved in construction and in maintenance of trees. Verna Mumby of Mumby's Arboriculture Consulting and Alan Kemp, leading arborist for the City of Nanaimo, have been approached to put on a seminar on how to maintain urban forests in Island municipalities. The ginkgo tree will be the focus of the seminar, with an onsite workshop and removal of the tree as part of the program. The cost of the seminar would be approximately \$650 and should be covered by the \$50 charge per person for the attendees.

SCOPE OF WORK:

The initiative would involved organizing the proposed seminar and removing the ginkgo tree and the four additional dead or dying trees in the Arboretum.

ALTERNATIVES:

Council can choose to:

- Remove the unhealthy trees
- Remove the trees and replace with similar species
- Leave the trees

FINANCIAL IMPLICATIONS:

The Ministry of Transportation and Highways has agreed to contribute \$4,000 to the cost of the removal and replacement of the trees due to the impact of the 1999 highway construction.

LEGAL IMPLICATIONS:

Failure to remove the trees could create a liability if they were to fall and injure someone.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

Some citizens may be concerned that trees are being removed; public education to explain that the trees are not healthy or safe will be important.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

The Public Works and Finance Departments would be involved

RESOURCE IMPLICATIONS:

The work will be carried out by Town staff. Contractors will be engaged to put on the proposed workshop.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

Aligns with Strategy #4, multi-use landscapes, of the sustainability visioning report.

ALIGNMENT WITH STRATEGIC PRIORITIES:

This initiative aligns with Strategic Priority 5, Responsible Stewardship of the Environment.

SUMMARY:

A number of the trees in the Ladysmith Arboretum are either dead or dying. The Ginkgo tree at the north side of the Transfer Beach access road has been in decline for some time and needs to be removed. The Ministry of Transportation and Highways has agreed to contribute \$4,000 towards the cost of replacing some of the dead trees. Staff propose that the Town put on a seminar as part of the removal process to help educate municipalities regarding the effect of construction in the vicinity of trees.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

"None".



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Pat Durban, Director of Parks, Recreation & Culture
Date: April 14, 2011
File No:

RE: Ladysmith Community Gardens

RECOMMENDATION(S):

That the Town of Ladysmith enter into a Licence of Occupation and Use Agreement with the Ladysmith Community Gardens Society for the Ladysmith Community Garden - High Street Green on a portion of High Street Park.

PURPOSE:

To establish a formal framework for the use of a portion of High Street Park for a community garden.

INTRODUCTION/BACKGROUND:

The Town of Ladysmith authorized the use of a section of High Street Park for a community garden, to be managed by a Community Garden Society, on an interim basis, until such time as a formal Licence of Occupation and Use Agreement could be finalized. The attached agreement sets out the terms and conditions to be ratified.

SCOPE OF WORK:

To authorize the Community Gardens Society to use the area for a five-year term, with an option to renew to be governed by the covenants and agreements as identified.

ALTERNATIVES:

Council can choose:

- To continue to authorize the use on an interim basis, or
- Not to permit the existing use.

FINANCIAL IMPLICATIONS:

The Society will be responsible for all costs of operation of the Community Gardens, unless the Town from time to time may wish to provide Grants in Aid to assist with costs.

LEGAL IMPLICATIONS:

It is advisable to enter into a formal longer-term agreement which identifies the terms and conditions.

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

The approval will confirm the Town's support for sustainability and a healthy community.

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

There will be minimal interdepartmental involvement or implications.

RESOURCE IMPLICATIONS:

A minimal demand on the Town's resources.

ALIGNMENT WITH SUSTAINABILITY VISIONING REPORT:

This aligns with the sustainability goal of creating healthy communities and individuals.

ALIGNMENT WITH STRATEGIC PRIORITIES:

This aligns with the Strategic Direction G, a safe and healthy community.

SUMMARY:

The first year of the Ladysmith Community Garden proved very successful and this agreement will confirm Council's commitment to continuing this very worthwhile venture.

I concur with the
recommendation



Ruth Mali, City Manager

Attachment: Draft Licence of Occupation and Use Agreement

**Ladysmith Community Gardens
License of Occupation and Use**

THIS AGREEMENT made this _____ day of _____, 2011

BETWEEN:

TOWN OF LADYSMITH
P.O. Box 220, 410 Esplanade
Ladysmith, British Columbia
V9G 1A2

(the "Municipality")

OF THE FIRST PART

AND: **THE LADYSMITH COMMUNITY GARDENS SOCIETY**
C/O Ladysmith Resource Centre Association
PO Box 1653
Ladysmith, British Columbia
V9G 1B2

(the "Licensee")

WHEREAS:

- A. The Municipality is the owner of the Land as described in Schedule "A" to the Agreement ("Land").
- B. The Licensee wishes to be granted this Licence of Use as per Schedule "A" and the Municipality has agreed.

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

1. RIGHT TO OCCUPY

- 1.1. The Municipality, subject to the performance and observance by the Licensee of the terms, conditions, covenants, and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Licensee a license for the Licensee, its agents, employees, and invitees to use the Land and for the purpose of a community garden and the enjoyment and recreation of members of the public and for no other purposes.
- 1.2. The License applies to the land described in Schedule "A", which is designated institutional and park and open space in the Ladysmith Official Community Plan.
- 1.3. For purposes of signage and liability, the land shall be known as "Ladysmith Community Gardens - High Street Green".
- 1.4. Both parties agree that the object of the license is to provide security of use and a joint management structure to ensure that the site is developed and managed not only to demonstrate increased local food production, but to ensure the site is an attractive and welcoming public space.

2. RESERVATION OF RIGHTS

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

3. TERM

- 3.1. The Term of the License granted under this Agreement shall be from the first (1st) day of April, 2010 and ending the thirty-first (31st) day of March 2015, unless earlier terminated under this Agreement.
- 3.2. The Agreement may by mutual agreement of the parties be renewed before March 31, 2015 for a subsequent five year term.

4. CONSTRUCTION

- 4.1. The Licensee shall not construct or place any buildings or structures or make any improvements on the Land, unless prior to any construction or improvements has:
- Obtained the Municipality's approval in writing to the site plans, working drawings, plans and specifications;
 - Obtained authorization from the Municipality, or a building permit, if required, under municipal bylaws;
 - Obtained all required inspections and the work shall be carried out at the cost of the Licensee.
- 4.2. Clause 4.1 applies to future construction that may be required for future garden operation and does not include the storage shed, composting areas, arbour and patio areas that were approved by Ladysmith Town Council, and authorized in a letter dated June 11, 2010, subject to review and approval by the Building Inspector. The facilities are described in Schedule "A".
- 4.3. Signage for the site will be developed jointly between the Licensee and the Municipality and consistent with Municipal standards.
- 4.4. For purposes of Municipal approval of works described in above, the Director of Parks, Recreation and Culture has full signing authority subject to consistency with Municipal policy and objectives for community gardens as modified from time to time.
- 4.5. The Licensee shall, at its cost, maintain any buildings, structures or improvements constructed or placed on the Land during the term.

5. INDEMNIFICATION

- 5.1. The Licensee releases and will indemnify and save harmless the Municipality, its elected and appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liability, which the Licensee and its members may incur, suffer or allege by reason of the use of the garden areas. The Licensee will maintain liability insurance at a minimum of two million (\$2,000,000) dollars for its members through an umbrella policy coordinated by the BC Council of Garden Clubs, and shall add the Municipality as an additional named insured.

5.2. All public use of the “Ladysmith Community Gardens - High Street Green” will come under the same liability provisions as apply to the land and facilities within other Municipal Parks and Open Spaces.

6. BUILDERS LIENS

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

7. LAWN MAINTENANCE

7.1. The Municipality will continue to maintain and cut the grass area within the “Ladysmith Community Gardens - High Street Green” as part of its normal parks responsibilities.

8. NOTICES

8.1. It is hereby mutually agreed that any notice required to be given under this Agreement shall be deemed to be sufficiently given if delivered, at the time of delivery, and if mailed from any government post office in the Province of British Columbia by prepaid registered mail to the following address:

To the Municipality

Town of Ladysmith
Attention: Director of Parks, Recreation & Culture
Box 220, 410 Esplanade
Ladysmith, BC V9G 1A2

To the Licensee

Ladysmith Community Gardens Society
Attention: President
C/O Ladysmith Resource Centre Association
Box 1653
Ladysmith, BC V9G 1B2

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

9. TERMINATION

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

10. FORFEITURE

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

11. FIXTURES

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

12. REPAIRS BY THE MUNICIPALITY

- 12.1. If after due notice to the Licensee and appropriate time to address an issue of maintenance on the Land, the Licensee fails to repair or maintain the Land or any building, structure or improvements on the Land in accordance with this Agreement, the Municipality may, by its agents, employees or contractors enter the Land and make the required repairs or do the required maintenance and the cost of the repairs or maintenance shall be a debt due from the Licensee to the Municipality.
- 12.2. In making the repairs or doing the maintenance the Municipality may bring and leave upon the Land the necessary materials, tools and equipment and the Municipality shall not be liable to the licensee for any inconvenience, annoyance, loss of business or other injuries suffered by the Licensee by reason of the Municipality effecting the repairs or maintenance.
- 12.3. The Licensee releases the Municipality, its elected and appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Licensee may have against any or all of them in respect of this Agreement or its performance or its breach except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the Municipality, its elected and appointed officers, employees and agents.

13. TREE CUTTING, EXCAVATIONS AND HAZARDOUS SUBSTANCES

- 13.1. With the exception of excavations and importation of soil for the creation of the gardens and raised beds as included in the approved design, the Licensee will not carry on or do or allow to be carried on or done on the land any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the surface of the Land and shall not bring on or deposit any soil or fill on the Land except with the written consent of the Municipality.
- 13.2. The Licensee will not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on the Land or to any trees, bush or vegetation on the Land any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Land or any water on the Land.

14. CLEAN UP

- 14.1. At the end of the term, where there has been no agreement between the parties to renew for a subsequent term, the Licensee shall clean up the Land and restore the surface of the Land as reasonably as may be possible to the condition of the Land prior to the commencement of the term of this agreement.

15. REGULATIONS

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

16. NO COMPENSATION

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

17. MISCELLANEOUS

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

18. INTERPRETATION

- 18.1. That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- 18.2. The headings to the clause in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- 18.3. That this agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- 18.4. This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

18.5. All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

LADYSMITH COMMUNITY GARDENS SOCIETY)
by its authorized signatory(ies):)

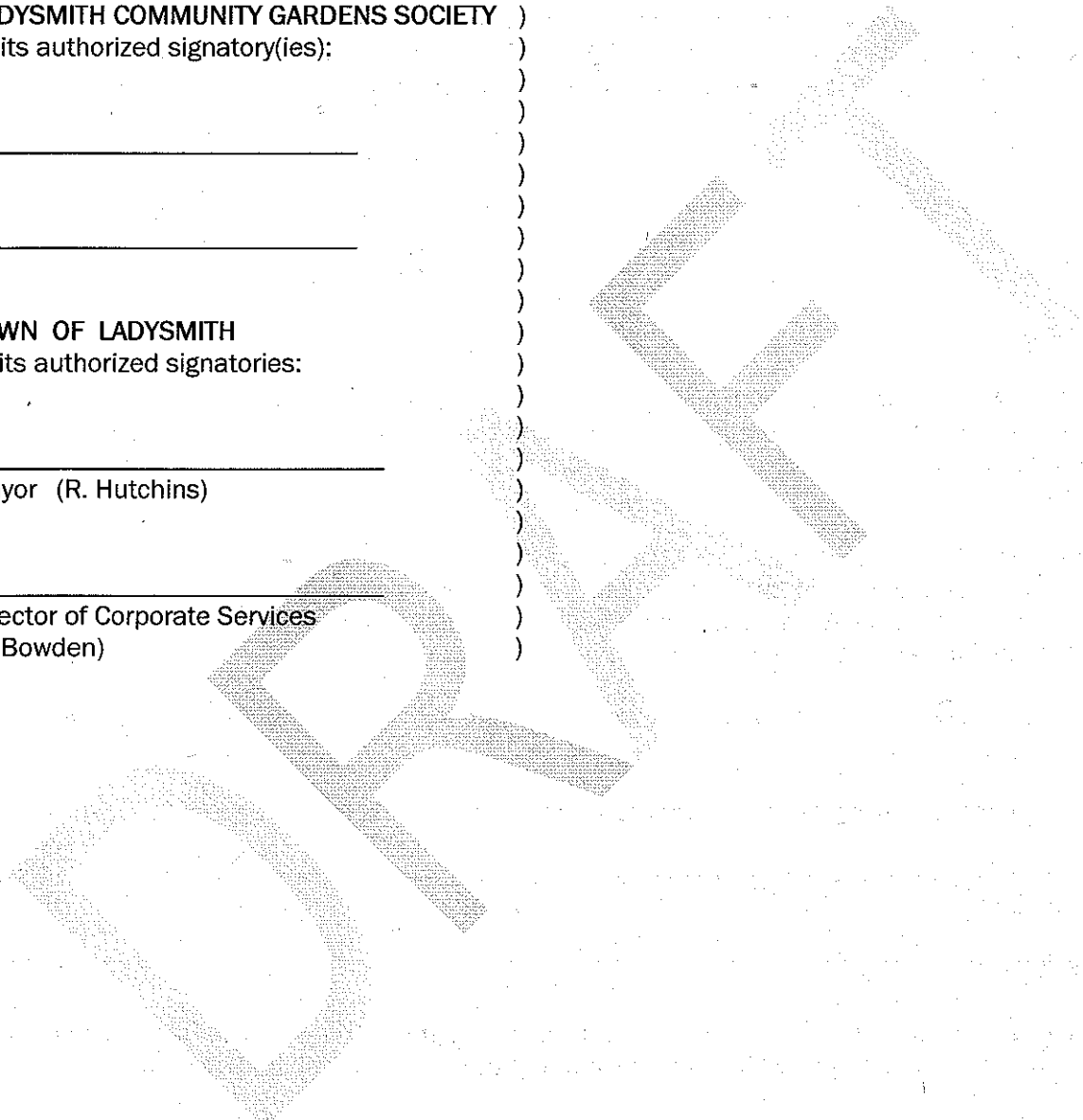
_____)

_____)

TOWN OF LADYSMITH)
by its authorized signatories:)

Mayor (R. Hutchins))

Director of Corporate Services)
(S. Bowden))



SCHEDULE "A"

Description Of Land

Portion of Lot C, Oyster District, Plan 65994 located at 525 Second Avenue as per the sketch plan as follows:

DRAFT

SCHEDULE “B”

Terms of Use

- The Licensee shall use the Licence Area for the general purposes of a demonstration and teaching community garden consistent with the Municipality’s Community Garden policy as it evolves over time.
- The Licensee shall operate this garden on a “best practices” basis for organic urban gardening and ensure the area is an attractive working garden
- The licensee shall ensure the Licence Area is clean and litter free
- The Land will be developed to provide public, intergenerational and handicapped access.
- The Licensee will collaborate with the Municipality to ensure an effective visual and spatial link between the downtown core and Sprit Square.

DRAFT

SCHEDULE "A"

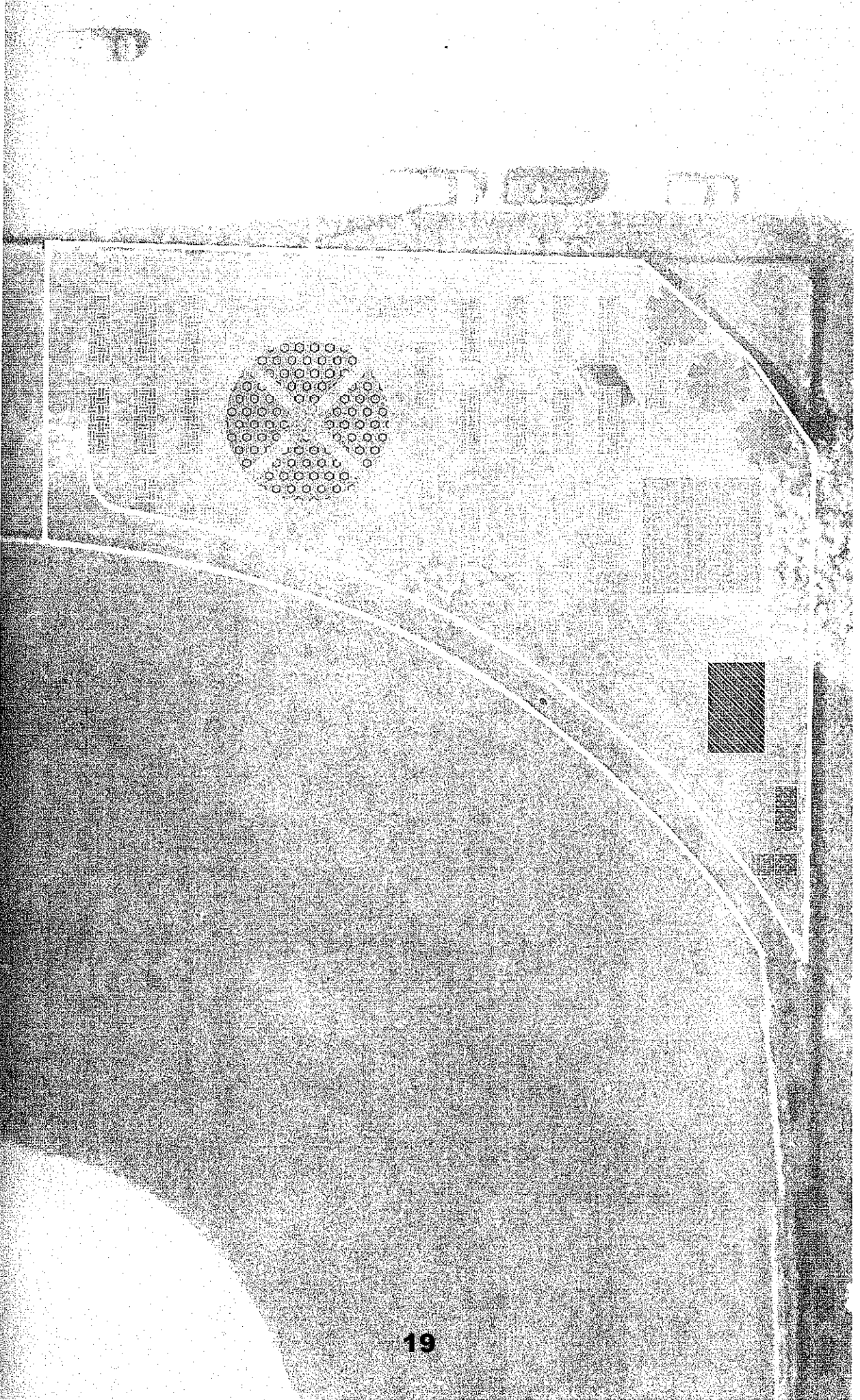
Description Of Land

Portion of Lot C, Oyster District, Plan 65994 located at 525 Second Avenue as per the sketch plan as follows:

SCHEDULE "B"

Terms of Use

- The Licensee shall use the Licence Area for the general purposes of a demonstration and teaching community garden consistent with the Municipality's Community Garden policy as it evolves over time.
- The Licensee shall operate this garden on a "best practices" basis for organic urban gardening and ensure the area is an attractive working garden
- The licensee shall ensure the Licence Area is clean and litter free
- The Land will be developed to provide public, intergenerational and handicapped access.
- The Licensee will collaborate with the Municipality to ensure an effective visual and spatial link between the downtown core and Sprit Square.





TOWN OF LADYSMITH

Building Permit Summary - March 2011

Commercial	Industrial	Institutional	Residential (NEW)		Residential Adds, Renos, Other		Dwelling Units	Total Permits	Bldg & Pldg Permit Fees This Month	Permit Values This Month	Permit Values Year to Date 2011			
			No. of Permits	Values	No. of Permits	Values								
MAR 2	\$90,000	0	\$0	2	\$20,000	2	\$231,660	6	\$213,900	2	12	\$4,091	\$555,560	\$1,947,206

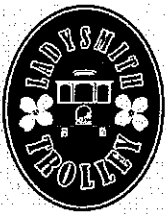
Year to Date

JAN	0	\$0	0	\$0	0	\$0	3	7	\$50,160	3	10	\$4,205	\$502,362	\$502,362
FEB	0	\$0	0	\$0	0	\$0	5	11	\$105,080	5	16	\$5,367	\$889,284	\$1,391,646
MAR	2	\$90,000	0	\$0	2	\$20,000	2	6	\$213,900	2	12	\$4,091	\$555,560	\$1,947,206
APR														
MAY														
JUN														
JUL														
AUG														
SEP														
OCT														
NOV														
DEC														
TOTAL	2	\$90,000	0	\$0	2	\$20,000	10	24	\$369,140	10	38	\$9,458	\$1,947,206	

Demos Mth	0	Demos YTD	0
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Comparison	#DU	Value	#BP	Value
YTD 2011	10	\$1,468,066	38	\$1,947,206
YTD 2010	22	\$3,868,402	40	\$5,047,402
YTD 2009	7	\$799,000	19	\$1,342,000

Tom Skarvig, Building Inspector



TOWN OF LADYSMITH
TROLLEY BUS ACTIVITY REPORT (Trolley #103 & #105)
MARCH 2011

Day	Date	Passenger Count	Fuel Litres	KM Start	KM Finish	Weather	Wheel Chairs	Service Dogs	Bikes
Tue	1	83	68	86663	86829	Sun/Cloud	0	1	0
Wed	2	72	92	87092	87310	Rain Wind	0	0	0
Thu	3	73	82	87310	87528	Snow/Rain	0	1	0
Fri	4	99	68	87528	87743	Sun/Cloud/Rain	0	1	0
Sat	5	66	69	87743	87956	Sun	0	0	1
Sun	6								
Mon	7	77	88	87982	88196	Sun/Cloud	0	1	0
Tue	8	80	65	88196	88405	Sun/Cloud/Rain	0	1	0
Wed	9	64	80	88405	88617	Sun/Rain	0	1	1
Thu	10	97	77	88617	88801	Rain/Cloud	0	0	1
Fri	11	89	111	81750	81958	Sun/Cloud/Rain	0	1	5
Sat	12	61	79	88809	89021	Rain/Cloud	0	1	0
Sun	13								
Mon	14	60	83	81958	82164	Rain	0	1	1
Tue	15	58	79	89030	89235	Sun/Cloud/Rain	1	1	0
Wed	16	68	80	89235	89446	Sun/Cloud/Rain	0	1	1
Thu	17	59	72	89446	89659	Sun/Cloud/Rain	0	2	1
Fri	18	49	88	89659	89872	Cloud/Rain	0	1	1
Sat	19	56	67	89872	90086	Cloud/Rain	0	1	1
Sun	20								
Mon	21	58	67	90086	90301	Sun/Cloud/Rain	0	1	0
Tue	22	67	76	90301	90514	Sun/Cloud/Rain	1	0	0
Wed	23	88	62	80514	90726	Sun	1	1	2
Thu	24	64	75	90726	90939	Sun/Cloud	0	1	1
Fri	25	60	69	90939	91154	Cloud	0	2	0
Sat	26	56	69	91154	91365	Cloud	0	0	2
Sun	27								
Mon	28	75	92	82164	82368	Cloud/Rain	0	1	0
Tue	29	86	80	91366	91579	Sun/Cloud/Rain	1	0	2
Wed	30	85	75	91579	91792	Cloud	0	1	0
Thu	31	83	95	82164	82575	Sun/Clud	1	1	3
TOTAL		1933	2108				5	23	23

DONATIONS FOR March 2011 - \$549.67

DONATIONS YEAR-TO-DATE \$1617.32

AVERAGE DAILY RIDER COUNT FOR March 2011 - 72



Ladysmith Fire / Rescue

P.O. Box 760 Ladysmith, B.C. V9G 1A5
Phone: 250-245-6436 • Fax: 250-245-0917



FIRE CHIEF'S REPORT

MONTH: **March**, 2011

TYPE OF CALL OUT	J	F	M	A	M	J	J	A	S	O	N	D	YEAR'S TOTALS
Alarms Activated: Pulled Station			1										1
By mistake		2	3										5
Electrical problem	4	1											5
Due to cooking		1											1
Assistance													
Burning Complaint													
Fire: Structure	2	1											3
Chimney	3		2										5
Interface / Bush													
Vehicle		2	1										3
Other	1												1
Hazardous Materials	2	1											3
Hydro Lines: Down / Fire	2		1										3
Medical Aid	4	1	2										7
Mutual Aid	1		1										2
MVI	3	2	4										9
Rescue													
MONTH TOTALS (not incl. Practises)	22	11	15										48
Practises (Totals for each Month)	4	4	5										13

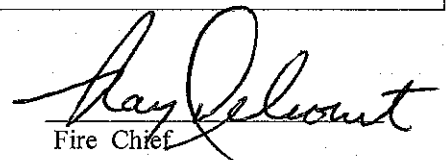
ALARMS ACTIVATED (location/owner):

1. 28 Roberts St – alarm activated due to store owner using candles too close to detector.
2. 370 Davis Road / Coronation Mall – alarm activated due to worker hitting pull station.
3. 218 Bayview / Seaview Manor - alarm activated due to steam from shower in apt. (alarm installer looking into this problem).
4. 11 Buller St Apt. – occupant cleaning up drywall with vaccum cleaner causing alarm to activate.

COMPARISONS:

Year to Date / 11 48 (excl. practises)
Year to Date / 10 28 (excl. practises)
Year to Date / 09 40 (excl. practises)

APPROVED:


Fire Chief

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APR 05 2011

RECEIVED

APR - 6 2011

COASTAL ANIMAL CONTROL SERVICES OF BC LTD.

2202 Herd Rd. Duncan, BC. V9L 6A6

(250) 748-3395

TOWN OF LADYSMITH POUND REPORT

March 2011

Disposition of Impounded Dogs	Current Month	2011 Totals	
Stray dogs impounded	1	5	
Stray dogs claimed	1	5	
Stray dogs put up for adoption	0	0	
Stray dogs euthanized	0	0	
Stray livestock / cats	0	0	
Other	0	0	
Calls Received and Investigated	10	21	
Aggressive dogs	3	4	
Dogs at large	3	8	
Noise (barking) complaints	0	4	
Other non specific dog related calls	4	5	
Wildlife / livestock / cats	0	0	
After hour call outs	1	3	
Monthly Pound and Board Fees Collected	\$145.00	\$695.00	
Impound fees	\$100.00	\$500.00	
Daily board fees	\$45.00	\$195.00	
Tickets issued	1	2	
Unlicensed dog	\$0	\$0	
Dog not effectively controlled (14a)	\$100.00	\$100.00	
Dangerous dog not muzzled (12e)	\$0	\$250.00	
Habitually noisy	\$0	\$0	
Licencing Statistics	Tags	4	15
	Revenue	\$120.00	\$410.00

Judi Burnett

CAS Summary of Service Calls, Ladysmith

11 calls in total

01-Mar-11 to 31-Mar-11

Issue	Call #	Received	Type	Completed
Aggressive		3		
	841	23-Mar-11	Dog	30-Mar-11
	837	09-Mar-11	Dog	23-Mar-11
	833	02-Mar-11	Dog	04-Mar-11
At large		3		
	840	16-Mar-11	Dog	22-Mar-11
	836	09-Mar-11	Dog	09-Mar-11
	835	08-Mar-11	Dog	08-Mar-11
Confined		1		
	843	31-Mar-11	Dog	01-Apr-11
Other		4		
	842	25-Mar-11	Dog	
	839	10-Mar-11	Dog	10-Mar-11
	838	10-Mar-11	Dog	15-Mar-11
	834	03-Mar-11	Dog	08-Mar-11



Royal Canadian
Mounted Police

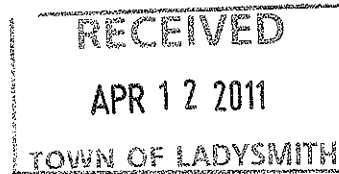
Gendarmerie royale
du Canada

Security Classification/Designation
Classification/désignation sécuritaire

Ladysmith Detachment
320 6th Ave, P.O. Box 280
Ladysmith, B.C.
V9G 1A2

Your File - Votre référence

Mayor Rob Hutchins
Town of Ladysmith
410 Esplanade
Ladysmith, B.C.
V9G 1A2



Our File - Notre référence

302-

Date

April 4th 2011


Quarterly Mayor's Report - 1st Quarter - January, February and March 2011

There were five hundred and six (506) calls or occurrences (year to date calls - 506) received during the months of January, February and March in the immediate Town of Ladysmith. Below is an overview of various police occurrences for the 1st Quarter and from previous years 1st Quarters.

Occurrences	Jan, Feb, Mar 2011	2010 YTD	2009YTD	2008 YTD
Sexual Assaults	2	0	2	1
Assaults	12	15	16	12
Break & Enter - Business	7	16	3	6
Break & Enter - Residence	11	9	12	8
Break & Enter - Other	4	8	6	4
Theft of Vehicle	9	6	8	5
Theft fm Vehicle - Over \$5K	0	0	0	2
Theft fm Vehicle - Under \$5K	6	13	38	19
Theft Over \$5K	2	1	1	3
Theft Under \$5K	18	17	29	25
Possession Stolen Property	1	1	3	4
Mischief/Property Damage Over \$5K	0	0	0	0
Mischief/Property Damage Under \$5K	16	35	21	19
Total Calls for Service, Ladysmith	506	516	476	451
Total Calls for service, area of Ops	960	978	901	904

For your information, please find enclosed a copy of the Guardroom and Criminal record check statistics report, YTD 2011.

Sincerely,


S/Sgt Roger PLAMONDON
Non Commissioned Officer in Charge
Ladysmith Detachment

LADYSMITH RCMP 2011

	PRISONERS	CRIMINAL RECORD CHECKS
JAN	17	37
FEB	14	48
MAR	5	51
APR		
MAY		
JUN		
JUL		
AUG		
SEP		
OCT		
NOV		
DEC		
TOTAL		



Ladysmith and District Historical Society
"To Research, Record and Preserve"

www.ladysmithhistoricalsociety.ca

#B-1115-1st Avenue,
PO Box 813
Ladysmith, BC V9G 1A6
Telephone/Fax: 250.245.0100

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TOWN OF LADYSMITH

5-April-2011

Mayor Rob Hutchins & Council,

Established as a not-for-profit society in 1999, the Ladysmith and District Historical Society's mandate is to promote awareness of Ladysmith's history and to help preserve its heritage. Since 2008, we have operated an archives in the town-owned facility below Tim Horton's. During the last year, we have made significant progress in processing our archival collections and currently have over 5000 Knight Collection photographs entered on our database. We have also completely overhauled our website, which now includes improved content and is much more user-friendly.

During this time, we have also actively collected artifacts with the eventual goal of establishing a community museum. We feel that time is now. Currently, we are storing artifacts at a number of locations in addition to the archives. Consequently, we find it increasingly difficult to manage our collection in a professional and efficient manner. We are also concerned with placing some of the more fragile artifacts at risk if we do not have a proper facility. In terms of public access, it is crucial that our artifact collection is displayed and interpreted in such a way that is easily accessible to the public.

For these reasons, we feel strongly that a proper museum building is not a luxury but a necessity. As a Society, our goals are very similar to the goals of the Town of Ladysmith. We both respect our heritage and understand it's cultural value and it's value as an economic driver.

With this in mind, we are requesting the town's assistance with finding both grants and a permanent location for a museum. We look forward to working with Staff on this important project.

Yours Sincerely,

Isabelle Ouelette

Vice-President, LDHS