

**A REGULAR MEETING  
OF THE TOWN OF LADYSMITH COUNCIL  
AGENDA  
6:30 P.M.**

**Tuesday, March 4, 2025  
Ladysmith Seniors Centre  
630 2nd Avenue**

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**Pages**

**1. CALL TO ORDER**

Call to Order 6:30 p.m. in Open Session, in order to retire immediately into Closed Session.

*Members of the public are welcome to attend all Open Meetings of Council, but may not attend Closed Meetings.*

**2. CLOSED SESSION**

Recommendation

That, in accordance with section 90(1) of the *Community Charter*, Council retire into closed session in order to consider items related to the following:

- (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.

**3. OPEN MEETING AND ACKNOWLEDGEMENT (7:00 P.M.)**

The Town of Ladysmith acknowledges with gratitude that this meeting takes place on the unceded territory of the Stz'uminus First Nation.

Members of the public may attend meetings in person at the Ladysmith Seniors Centre or view the livestream on YouTube:

<https://www.youtube.com/channel/UCH3qHAExLiW8YrSuJk5R3uA/featured>.

**4. AGENDA APPROVAL**

Recommendation

That Council approve the agenda for this Regular Meeting of Council for March 4, 2025.

**5. RISE AND REPORT- Items from Closed Session**

**6. MINUTES**

**6.1 Minutes of the Regular Meeting of Council held February 18, 2025**

5

Recommendation

That Council approve the minutes of the Regular Meeting of Council held February 18, 2025.

**7. PROCLAMATIONS**

**7.1 World Down Syndrome Day - March 21, 2025**

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Acting Mayor McKay has proclaimed March 21, 2025 as "World Down Syndrome Day" in the Town of Ladysmith.

**8. COMMITTEE MINUTES**

**8.1 Parks, Recreation & Culture Advisory Committee - February 19, 2025**

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Recommendation

That Council receive the minutes of the Parks, Recreation & Culture Advisory Committee meeting held February 19, 2025.

**8.2 Public Arts Committee - February 20, 2025**

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Recommendation

That Council receive the minutes of the Public Arts Committee meeting held February 20, 2025.

**9. REPORTS**

**9.1 License of Occupation and Temporary Use Permit 117 Gatacre**

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Recommendation

That Council:

1. Approve Temporary Use Permit 3340-25-01 for Lot 1, Plan VIP64257, District Lot 56, Oyster Land District (117 Gatacre) to allow a construction staging and laydown area to support the

construction at 440 1st Avenue; and

2. Authorize staff to finalize and execute the draft license of occupation, attached as Attachment C to the March 4, 2025 report to Council, to allow the use of 117 Gatacre by the developer of 440 1st Avenue for a period of up to 24 months at a rate of \$1,087/month.

## **9.2 2025 Community Banner Selection**

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### Recommendation

That Council:

1. Approve the recommendations of the Public Art Committee for the 2025 Community Public Art Banner Program to produce banners based on the following submissions:
  - a. By The Sea Concept 1, Side 1 – Natasha Bartlett;
  - b. Along The Trail Concept 1, Side 2 – Natasha Bartlett; and
2. Direct staff to proceed with ordering and installing the approved banners.

## **10. BYLAWS**

### **10.1 Bylaws for Adoption**

#### **10.1.1 “Financial Plan Bylaw 2025, No. 2206”**

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### Recommendation

That Council adopt "Financial Plan Bylaw 2025, No. 2206".

### **10.2 Bylaw Status Sheet**

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## **11. CORRESPONDENCE**

### **11.1 Ladysmith Chamber Statement on Ludlow Road Roundabout**

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### **11.2 Forrest Field Enhancement Society Donor Recognition**

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### Recommendation

That Council:

- 1) Approve the request by the Forrest Field Enhancement Society to raise funds for the implementation of the Lot 108 Park Plan; and
- 2) Construct and install a permanent metal structure to recognize donors of the project.

## 12. COUNCIL SUBMISSION

### 12.1 Councillor Stevens' Request to Remove Signature from the Council Code of Conduct

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For information. Staff will remove Councillor Stevens' signature from the policy.

## 13. NEW BUSINESS

## 14. QUESTION PERIOD

- A maximum of 15 minutes is allotted for questions.
- Persons wishing to address Council during "Question Period" must be Town of Ladysmith residents, non-resident property owners, or operators of a business.
- Individuals must state their name and address for identification purposes.
- Questions put forth must be related to items on the agenda.
- Questions must be brief and to the point.
- Questions shall be addressed through the Chair and answers given likewise. Debates with or by individual Council members or staff members are not allowed.
- No commitments shall be made by the Chair in replying to a question. Matters which may require action of the Council shall be referred to a future meeting of the Council.

## 15. ADJOURNMENT





## MINUTES OF A REGULAR MEETING OF COUNCIL

**Tuesday, February 18, 2025  
6:00 P.M.  
Ladysmith Seniors Centre  
630 2nd Avenue**

### **Council Members Present:**

Acting Mayor Tricia McKay  
Councillor Ray Gourlay  
Councillor Amanda Jacobson

Councillor Duck Paterson  
Councillor Marsh Stevens  
Councillor Jeff Virtanen

### **Staff Present:**

Allison McCarrick  
Erin Anderson  
Chris Barfoot  
Jake Belobaba  
Tim Tanton  
Chris Geiger

Sue Bouma  
Nick Pescod  
Mike Sherman  
Mark Van Vliet  
Hayley Young

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### **1. CALL TO ORDER**

Acting Mayor McKay called this Meeting of Council to order at 6:00 p.m., in order to retire immediately into Closed Session.

### **2. CLOSED SESSION**

#### **CS 2025-039**

That, in accordance with section 90 of the *Community Charter*, Council retire into closed session in order to consider items related to the following:

- (1)(a) personal information about an identifiable individual;
- (1)(c) labour relations or other employee relations;
- (1)(e) the acquisition, disposition or expropriation of land or improvements;
- (1)(f) law enforcement;
- (1)(g) litigation or potential litigation;
- (1)(i) the receipt of advice that is subject to solicitor-client privilege;
- (1)(k) negotiations and related discussions respecting the proposed provision of a municipal service; and

- (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.

*Motion Carried*

**3. OPEN MEETING AND ACKNOWLEDGEMENT (7:00 P.M.)**

Prior to opening the meeting, Acting Mayor McKay took a moment to address the public, encouraging everyone to work together as we look forward to brighter days.

Following her address, Acting Mayor McKay called this Regular Meeting of Council to order at 7:06 p.m., recognizing with gratitude that it was taking place on the unceded territory of the Stz'uminus First Nation.

**4. AGENDA APPROVAL**

**CS 2025-040**

That Council approve the agenda for this Regular Meeting of Council for February 18, 2025, as amended to include two items:

- Item 10.1, Unfinished Business - "Reconsideration of Resolution CS 2025-006," and
- Item 11.1, Council Submissions - "LRCA Food Bank Cinnamon Bun Fundraiser".

*Motion Carried*

**5. MINUTES**

**5.1 Minutes of the Regular Meeting of Council held February 4, 2025  
CS 2025-041**

That Council approve the minutes of the Regular Meeting of Council held February 4, 2025.

*Motion Carried*

## **6. BUSINESS LICENCE CANCELLATION HEARING**

### **6.1 Business License #1891: Natural Massage Spa**

#### **CS 2025-042**

That Council:

1. Having notified the licence holder of Business Licence #1891 regarding Council's intent to cancel the licence for the reasons outlined in the February 4, 2025 report to Council; and
2. Having provided the licence holder the opportunity to be heard at the February 18, 2025 Regular Meeting of Council; and
3. Having received communication from the licence holder that they would not be in attendance at the meeting and that they approve the cancellation of the licence;
4. Direct staff to notify the license holder that Business Licence 1891, issued to 'Natural Massage Spa' at 16 High Street, has been cancelled, effective immediately.

*Motion Carried*

## **7. COMMITTEE REAPPOINTMENTS**

### **7.1 Parcel Tax Review Panel**

#### **CS 2025-043**

That Council replace Councillor Stevens on the 2025 Parcel Tax Review Panel with Acting Mayor Tricia McKay.

*Motion Carried*

### **7.2 Cowichan Valley Regional District Alternate Director**

Acting Mayor McKay noted that the Mayor Elect will be taking over her current role as Director on the Cowichan Valley Regional District Board for the 2025 term.

#### **CS 2025-044**

That Council replace Councillor Stevens with Acting Mayor McKay as the Town of Ladysmith Alternate Director on the Cowichan Valley Regional District Board for the 2025 term.

*Motion Carried*

### 7.3 Standing and Community Committee Representative Reappointments

Acting Mayor McKay made the following Council Advisory Commission and Committee reappointments:

- **Waterfront Implementation Committee**  
Acting Mayor McKay replaced Councillor Stevens with the Mayor Elect.
- **Cowichan North Recreation Committee**  
Acting Mayor McKay, previously an alternate for this committee, appointed herself as a replacement for Councillor Stevens and appointed Councillor Paterson as a second alternate.
- **Social Planning Cowichan**  
Acting Mayor McKay replaced Councillor Stevens with former alternate, Councillor Paterson, and appointed Councillor Jacobson as the new alternate for this committee.
- **Board of Education of School District 68 Long Range Facilities Planning Advisory Committee**  
Acting Mayor McKay appointed herself as the replacement for Councillor Stevens for this committee.
- **Our Cowichan Community Health Network**  
Acting Mayor McKay replaced Councillor Stevens with Councillor Gourlay for this committee.
- **Public Art Committee**  
Acting Mayor McKay replaced Councillor Stevens with Councillor Jacobson as the alternate for this committee.
- **Stocking Lake Advisory Committee**  
Acting Mayor McKay replaced Councillor Stevens with the Mayor Elect as the alternate for this committee.
- **Festival of Lights Society**  
Acting Mayor McKay appointed herself as a replacement for Councillor Stevens as the alternate for this committee.

## 8. BYLAWS

### 8.1 Bylaws for Introduction

#### 8.1.1 2025 - 2029 Financial Plan Bylaw

##### **CS 2025-045**

That Council give first three readings to the “Financial Plan Bylaw 2025, No. 2206”.

*Motion Carried*

### 8.2 Bylaws for Adoption

#### 8.2.1 “Town of Ladysmith Animal Control Bylaw 2024, No. 2167”

##### **CS 2025-046**

That Council adopt “Town of Ladysmith Animal Control Bylaw 2024, Bylaw No. 2167”.

*Motion Carried*

OPPOSED: Councillor Virtanen.

#### 8.2.2 “Town of Ladysmith Zoning Amendment Bylaw 2014, No.1860, Amendment Bylaw 2024, No. 2169”

##### **CS 2025-047**

That Council adopt “Town of Ladysmith Zoning Bylaw 2014, No. 1860 Amendment Bylaw 2024, No. 2169”.

*Motion Carried*

OPPOSED: Councillor Virtanen.

#### 8.2.3 “Official Community Plan Bylaw 2022, No. 2200, Amendment Bylaw 2024, No. 2190”

##### **CS 2025-048**

That Council adopt “Official Community Plan Bylaw 2022, No. 2200, Amendment Bylaw 2024, No. 2190”.

*Motion Carried*

### 8.3 Bylaw Status Sheet

## 9. NEW BUSINESS

### 9.1 Emergency and Disaster Management Act (EDMA) Implementation - Indigenous Engagement Funding Program

#### CS 2025-049

That Council direct staff to indicate to EMC their desire to receive Year 2 funding and sign the Year 2 Modification Agreement.

*Motion Carried*

## 10. UNFINISHED BUSINESS

### 10.1 Reconsideration of Resolution CS 2025-006

In accordance with Section 131 of the *Community Charter*, Acting Mayor McKay requested Council's reconsideration of Resolution No. CS 2025-006 regarding application 3360-23-08 (1130 Rocky Creek Road).

#### CS 2025-050

That Council confirm their previous direction to staff to amend Covenant CB21580 and:

1. Formally refer the proposal to the Ministry of Transportation and Infrastructure; and
2. Require that, as a condition of approval of the request to amend Covenant CB215820 the following conditions to be secured through a covenant also be amended to:
  - a. prohibit access from Ludlow Road and limit egress from the site to a single, right out only egress, until the roundabout is constructed;
  - b. require the construction of a temporary median in Ludlow Road;
  - c. require cash in lieu of frontage improvements along Ludlow Road and Rocky Creek Road at time of building permit issuance;
  - d. require the provision of a temporary gravel pathway along the frontage of the property as shown in proposed development permit 3060-24-20;
  - e. require the provision of no left turn signs in the Ludlow Road right of way to prevent left hand turns exiting 1010 Ludlow Road;
  - f. require no U-Turn signs to be installed at the Ludlow Road/Rocky Creek Road Intersection; and

- g. require the developer to contribute \$200,000 towards the development of the roundabout.

*Motion Defeated*

OPPOSED: All members of Council

### **CS 2025-051**

That Council:

1. Refer application 3360-23-08 back to staff to prepare a report that includes the following information:
  - a. A summary of the previous approvals for driveways for the Home Hardware property and any restrictions or conditions related to the existing driveways
  - b. An independent report prepared by a professional transportation engineer at the applicant's cost on the viability of redesigning the median to accommodate a left hand turn from the Home Hardware property onto Ludlow Rd;
  - c. An updated Class A cost estimate for the roundabout prepared by a professional civil engineer at the applicant's cost;
  - d. An evaluation of potential funding mechanisms for the roundabout; and
2. Hold another public hearing, following receipt of the report in item number 1.

*Motion Carried*

## **11. COUNCIL SUBMISSIONS**

### **11.1 LRCA Food Bank Cinnamon Bun Fundraiser**

Councillor Paterson asked for four council members to volunteer as a team for the upcoming LRCA Cinnamon Bun fundraiser. Each team needs to raise at least \$250 for the LRCA Food Bank before competing in a race to eat an 8-pound cinnamon bun.

## **12. QUESTION PERIOD**

A member of the public asked whether the option of keeping the roundabout and removing the median would be included in the traffic study for the development at 1130 Rocky Creek Road.

**13. RECESS**

**CS 2025-052**

By unanimous consent, Council recessed at 8:11 p.m. in order to reconvene the Closed Session.

*Motion Carried*

Council reconvened the meeting at 8:22 p.m.

**14. RISE AND REPORT- Items from Closed Session**

**CS 2025-053**

Council rose from Closed Session at 8:23 p.m with report on routine closed resolutions for the period January 2023 to December 2024 as well as the following selected 2023 and 2024 resolutions related to the business of Council:

- CE 2023-003 (February 7, 2023)

That Council:

- 1.) Direct staff to negotiate with the Cowichan Valley Regional District regarding the sale of the 1997 Superior Ladder Truck for an agreed upon price between \$25,000 and \$30,000 (plus taxes); and
- 2.) Rise and report on Recommendation No. 1 at an appropriate time.

- CE 2023-049 (July 18, 2023)

That Council authorize the Chief Administrative Officer and the Manager of Human Resources to present a Letter of Understanding to CUPE to provide a stipend of \$4.00 per hour for the Senior Building Official and a stipend of \$2.50 per hour for the Building Inspector.

- CE 2023-057 (September 5, 2023)

That Council:

- 1.) Amend the Exempt Staff and Compensation Policy section 1.6 to be the latest CPI (Victoria) increase, set at a minimum of 2% and a maximum of 3.5%; and
- 2.) Set the CAO Compensation to be no less than 15% above the highest exempt staff compensation of Band 5 Step 7.



- CE 2023-063 (September 26, 2023)

That Council:

...

4.) Appoint Erin Anderson, Director of Finance, to the Board of Directors of the Ladysmith Harbour Economic Development Corporation under Article 13.2(a) of the Corporation's articles of incorporation;

...

6.) Direct staff to seek candidates from suitable organizations to fill the remaining position on the Board of Directors of the Ladysmith Harbour Economic Development Corporation under Article 13.2(b) of the Corporation's articles of incorporation;

...

8.) Rise and report on recommendations 2 and 3 once the dismissed directors have been notified; and

9.) Rise and report on recommendations 4-6 as and when the new directors have consented to their appointments pursuant to Article 14.2 of the Corporation's articles of incorporation.

- CE 2023-082 (November 21, 2023)

That the Mayor send a letter on behalf of Council to the Ladysmith and District Historical Society in response to their recent board message, indicating Council's disappointment.

- CE 2023-091 (December 5, 2023)

That Council refer discussion of Rob Hutchins' nomination for the Freedom of the Town award to a future closed meeting of Council.

- CE 2023-094 (December 19, 2023)

RESCINDED BY RESOLUTION CE 2024-007

That Council approve the minutes for the Closed Session of Council held December 5, 2023, as amended to remove Councillor Stevens' opposition to resolution CE 2023-089.

- CE 2024-007 (February 6, 2024)

That Council:

1.) Rescind Council Resolution CE 2023-094, approving the minutes of the Closed Session of Council held December 5, 2023; and

2.) Approve the minutes as amended to replace references to "Ladysmith Heritage Society" in Item 5 with "Ladysmith Maritime Society."

(The resolution in the December 5, 2023 minutes that contained the incorrect references to the “Ladysmith Heritage Society” was Resolution CE 2023-089. Resolution CE 2023-089 was corrected and Council rose with report on it in the January 23, 2024 Regular Council Meeting minutes.)

- CE 2024-026 (April 2, 2024)

That Council award former Mayor Rob Hutchins with the Freedom of the Town distinction as described in the Town of Ladysmith Civic Recognition Program Policy 01-0290-A.

- CE 2024-030 (April 16, 2024)

By unanimous consent Council agreed that the Mayor and staff will work together to organize a Freedom of the Town celebration ceremony in honour of Rob Hutchins, to be held after a regular Council Meeting.

- CE 2024-044 (June 4, 2024)

That Council receive for information the report dated June 4, 2024, regarding a request from the Ladysmith Fire Rescue Department members to review paid-on-call compensation.

- CE 2024-084 (November 5, 2024)

That Council:

- 1.) Receive the report dated November 5, 2024 from the CAO regarding the Ladysmith & District Historical Society Service Agreements for the Museum and Archives and provide direction to staff to accept service reduction as per the LDHS letter dated August 20, 2024, with or without the 3% increase; and
- 2.) Rise and report on Recommendation No. 1 once the agreement has been signed.

*Motion Carried*

**15. ADJOURNMENT**

**CS 2025-054**

By unanimous consent, Council adjourned this Regular Meeting of Council at 8:23 p.m.

*Motion Carried*

CERTIFIED CORRECT

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Acting Mayor (T. McKay)

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Corporate Officer (S. Bouma)

Subject to adoption



TOWN OF LADYSMITH

## PROCLAMATION

### World Down Syndrome Day

- WHEREAS:** *World Down Syndrome Day is an international observance resolved by the General Assembly of the United Nations to raise public awareness of Down syndrome and promote equitable treatment of individuals with Down syndrome in accordance with the Convention on the Rights of Persons with Disability; and*
- WHEREAS:** *At this time we take an opportunity to highlight the unique abilities, strengths and needs of our community members with Down syndrome; and*
- WHEREAS:** *Individuals with Down syndrome have tremendous potential to live full and fulfilling lives as contributing members of our community; and*
- WHEREAS:** *As Canadians, we celebrate our similarities, as well as our differences, knowing we are richer, as a result; and*
- WHEREAS:** *The Town of Ladysmith values our citizens with Down syndrome and their families and supports the well-being of all individuals with Down syndrome so that they may achieve their fullest potential.*
- THEREFORE,** *I, Tricia McKay, Acting Mayor of the Town of Ladysmith, do hereby proclaim March 21, 2025 as World Down Syndrome Day in the Town of Ladysmith, British Columbia.*

Acting Mayor T. McKay

March 4, 2025

**Minutes of the Parks, Recreation & Culture Advisory Committee  
Wednesday, February 19, 2025 at 7:00pm  
Frank Jameson Community Centre**

**COMMITTEE MEMBERS PRESENT:**

Colleen Butcher  
Gordon Filewych  
Jacqueline Huard *(left 8:10pm)*  
Mitchel Lowe

**REGRETS:**

Bruce Mason  
Pamela Walker

**STAFF PRESENT:**

Kim Nakahara  
Jane Nettleton *(left 7:50pm)*  
Terri Merritt-Worden  
Councillor Jeff Virtanen

Chris Barfoot, Lead  
Kim Cheang, Minute Taker

**CALL TO ORDER AND ACKNOWLEDGEMENT**

The K. Nakahara called the meeting to order at 7:00pm and acknowledged with gratitude that the meeting was taking place on the unceded territory of the Stz'uminus First Nation.

**AGENDA**

2025-01:  
That the Parks, Recreation & Culture Advisory Committee approve the agenda for the meeting as presented.  
*Motion Carried.*

**MINUTES**

2025-02:  
That the Parks, Recreation & Culture Advisory Committee approve the minutes of the December 18, 2024 meeting as presented.  
*Motion Carried*

**NEW BUSINESS**

Friends of Holland Creek (FoHC)  
N. Toxopeus from FoHC, provided program overview and shared the organization's five and ten year plans.  
*Presentation Received*

FireSmart in Holland Creek and surrounds  
EMC FireSmart team gave an overview of the FiresSmart program and implementation plan for the Ladysmith area.  
*Presentation Received*

**OLD BUSINESS**

Rutti Park Plan

- Staff presented the Committee with three revised layout options for Rutti Park, highlighting key elements for review. The Committee discussed the options and provided input on the placement of park amenities icons to further refine the layouts. Staff will incorporate the feedback and present an updated version at the next meeting.

**NEXT MEETING**

7:00pm on Wednesday, March 19, 2025 at FJCC

**ADJOURNMENT**

2025-03:  
That the Parks, Recreation & Culture Advisory Committee adjourn this meeting at 8:20pm.  
*Motion Carried*

DRAFT

**Minutes of the Public Art Committee (PAC)  
Thursday, February 20, 2025 at 4:30 p.m.  
Frank Jameson Community Centre**

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**COMMITTEE MEMBERS PRESENT:**

Kathleen Darby  
Gordon Filewych

Acting Mayor Tricia McKay  
Kim Perry

**STAFF PRESENT:**

Don Stewart

**REGRETS:**

John Edwards

**CALL TO ORDER AND  
ACKNOWLEDGEMENT**

The meeting was called to order at 4:36 p.m.

K. Darby acknowledged with gratitude that the meeting was taking place on the unceded territory of the Stz'uminus First Nation.

**AGENDA**

2025-04:

That the Public Art Committee adopt the agenda as presented.

*Motion Carried*

**MINUTES**

2025-05:

That the Public Art Committee approve the minutes of the January 16, 2025 meeting as presented.

*Motion Carried*

**NEW BUSINESS**

2025 Community Banner Program

2025-06:

The Public Arts Committee recommend that Council approve the following banner submission, as chosen by the 2025 Community Public Art Banner Selection Committee:

- a) By the Sea with the Fern Green colour as displayed in print, side 1 –  
Natasha Bartlett
- b) Along the Trail with the Fern Green colour as displayed in print, side 2 –  
Natasha Bartlett.

*Motion Carried*

**NEXT MEETING**

To be determined at the call of the chair.

**ADJOURNMENT**

2025-07:

That the Public Art Committee adjourn this meeting at 4:53 p.m.

*Motion Carried*

**STAFF REPORT TO COUNCIL**

**Report Prepared By:** Mark Van Vliet, Senior Building Inspector  
 Jake Belobaba, Director of Development Services  
**Reviewed By:** Allison McCarrick, CAO  
**Meeting Date:** March 4, 2025  
**File No:** 3340-25-01  
**Re:** **License of Occupation and Temporary Use Permit 117 Gatacre**

**RECOMMENDATION:**

That Council:

1. Approve Temporary Use Permit 3340-25-01 for Lot 1, Plan VIP64257, District Lot 56, Oyster Land District (117 Gatacre) to allow a construction staging and laydown area to support the construction at 440 1<sup>st</sup> Avenue; and
2. Authorize staff to finalize and execute the draft license of occupation, attached as Attachment C to the March 4, 2025 report to Council, to allow the use of 117 Gatacre by the developer of 440 1<sup>st</sup> Avenue for a period of up to 24 months at a rate of \$1,087/month.

**EXECUTIVE SUMMARY:**

The purpose of this staff report is to present a temporary use permit for Council consideration to allow the Town-owned parking lot at 117 Gatacre to be used for a construction staging and laydown site for the reconstruction of the Islander Hotel at 440 1<sup>st</sup> Avenue.

**PREVIOUS COUNCIL DIRECTION:**

Resolution	Meeting Date	Resolution Details
CS 2023-035	2023-02-21	That Council: 1. Having considered section 475 of the Local Government Act, and in particular the matters set out in subsections (2)(a) and (b), resolve that:  a. the Stz'uminus First Nation and the School District 68 Board are the only entities that are appropriate to consult in connection with "Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw 2023, No. 2137";  b. consultation should be early but need not be ongoing;  c. the consultation process described in the staff report to Council dated February 21, 2023, is sufficient in respect to the proposed Official Community Plan amendment; and





Resolution	Meeting Date	Resolution Details
		<p>d. staff be directed to refer “Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw 2023, No. 2137” to the Stz’uminus First Nation and the School District 68 Board as set out in resolution 1 for consultation in the manner described in the February 21, 2023, staff report to Council;</p> <p>2. Give first and second readings to “Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw 2023, No. 2137”;</p> <p>3. Consider “Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw 2023, No. 2137” in conjunction with the Town’s Financial Plan, the Town’s Liquid Waste Management Plan, and the Cowichan Valley Regional District Solid Waste Management Plan, pursuant to section 477(3) of the Local Government Act;</p> <p>4. Consider “Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw 2023, No. 2137” in conjunction with the Town’s “Housing Needs Report” and the housing information on which the report is based, pursuant to section 473(2.1) of the Local Government Act;</p> <p>5. Direct staff to refer “Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw 2023, No. 2137” to School District 68 pursuant to section 476 of the Local Government Act;</p> <p>6. Give first and second readings to “Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw 2023, No. 2138”;</p> <p>7. Direct staff to refer “Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw 2023, No. 2138” to the Ministry of Transportation and Infrastructure, after third reading of the bylaw, pursuant to section 52 of the Transportation Act;</p> <p>8. Require that, as a condition of approval of “Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw 2023, No. 2137” and “Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw 2023, No. 2138” the applicant be required to:</p> <ul style="list-style-type: none"> <li>a. enter a Heritage Revitalization Agreement, prepared by the Town’s lawyer at the applicant’s cost, to preserve and rehabilitate the Island Hotel’s (440 1st Ave.) heritage character; and</li> <li>b. provide to the Town a \$10,000 community amenity contribution, to be deposited into the Town’s Community Amenity Fund. following third reading and prior to adoption of the bylaws; and</li> </ul> <p>9. Direct staff to proceed with scheduling and notification of a public hearing for Bylaw No. 2137 and Bylaw No. 2138 pursuant to section 464(1) of the Local Government Act.</p>
CS 2023-122	2023-05-16	That Council proceed with third reading and adoption of “Official Community Plan Bylaw 2003, No. 1488, Amendment Bylaw 2023, No. 2137”.
CS 2023-140	2023-05-16	That Council give first three readings to “Town of Ladysmith Heritage Revitalization Agreement Bylaw 2023, No. 2139”.

Resolution	Meeting Date	Resolution Details
CS 2023-149	2023-06-06	That Council adopt “Town of Ladysmith Heritage Revitalization Agreement Bylaw 2023, No. 2139”.
CS 2023-165	2023-06-20	That Council adopt “Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw, 2023, No. 2138”.
CS 2024-261	2024-11-05	<p>That Council:</p> <p>1. Issue Development Variance Permit Number 3090-23-07 for 440 1st Avenue (Lot 6, Block 27, District Lot 56, Oyster District, Plan 703) to vary sections 11.2.5.(d) and 11.2.10.(e)(iv), (v) and (vi) of “Town of Ladysmith Zoning Bylaw 2014, No. 1860” to:</p> <ul style="list-style-type: none"> <li>a. reduce the minimum interior side parcel line setback for the electrical kiosk from 1.0 to 0.1 metres;</li> <li>b. increase the permitted height for canopies on the roof top amenity space from 18.0 metres to 19.2 metres;</li> <li>c. reduce the front parcel line setbacks for: <ul style="list-style-type: none"> <li>i. The cornice of the fourth storey of a mixed-use building from 2.7 to 1.9 metres;</li> <li>ii. The exterior wall cladding of the fourth storey of a mixed-use building from 2.7 to 2.2 metres;</li> <li>iii. The cornice of the fifth storey of a mixed-use building from 5.4 to 4.1 metres;</li> <li>iv. The exterior wall cladding of the fifth storey of a mixed-use building from 5.4 to 4.4 metres; and</li> </ul> </li> <li>d. allow a total of four off-street small-car parking spaces;</li> </ul> <p>2. Issue Development Permit Number 3060-23-21 for 440 1st Avenue to authorize the redevelopment of an existing heritage building with ground-level commercial and twenty-two residential dwelling units; and</p> <p>3. Require as a condition of the issuance of Development Permit 3060-23-21 that the applicant provide landscape security for the amount stated in the Development Permit (3060-23-21).</p>
CS 2025-035	2025-02-04	<p>That Council:</p> <ol style="list-style-type: none"> <li>1. ...;</li> <li>2. ...</li> <li>3. Direct staff to develop a fee structure for the use of Town streets for Council consideration.</li> </ol>

**INTRODUCTION/BACKGROUND:**

On November 5, 2024, Council approved Development Permit 3060-23-21 and Development Variance Permit 3090-23-07, allowing the redevelopment of the Islander Hotel, a heritage building at 440 1<sup>st</sup> Avenue. The Islander Hotel is also subject to a Heritage Revitalization Agreement. A building permit application was received for the reconstruction on December 4, 2024. An initial demolition permit for asbestos remediation and internal demolition was issued on January 24<sup>th</sup>. At time of writing, staff expect to be issuing a full demolition and building permit within the next two weeks. The construction project is expected to take up to 20 months. Under the *Residential Tenancy Act* the remaining tenants in the building are entitled to four months notice. Staff have been advised that notice was given on February 1<sup>st</sup> and that construction is expected to start in June. However, it is likely the developer will use at least some the period prior to construction to start the crane setup and begin the staging process on the Subject Property and surrounding roads.

The reconstruction of the Islander Hotel requires a tower crane, shoring on 1<sup>st</sup> Avenue to retain the historic façade, and construction staging and “laydown” areas. To accommodate these needs, the developer has asked to use various areas in the Town’s road right of ways, which is approved by staff under section 45 of the Streets and Traffic Bylaw, and the temporary use of 117 Gatacre, which must be approved by Council.

**SUBJECT PROPERTY:**

The subject property is a 669 square metre, Town-owned property located at 117 Gatacre Street. The property is zoned P-1 under the “Town of Ladysmith Zoning Bylaw 2014, No. 1860” and falls within the Downtown (DPA 2). The property is currently a paved parking lot with 22 stalls. There is additional parking adjacent to the Subject Property on 422 1<sup>st</sup> Avenue (the Travellers Hotel), which is not owned by the Town. A map of the subject property is Provided in Attachment A.

**PROPOSAL:**

To allow the use of 117 Gatacre for construction staging, the Town must issue a Temporary Use Permit (TUP), as the use is not permitted in the Zoning Bylaw. Additionally, a license of occupation is also recommended, and staff are recommending a monthly fee of \$1,087. A development permit is not required as no permanent structures are proposed, and alteration of land is exempt from the requirement to obtain a development permit in DPA 2.

Staff are recommending that use of the site be authorized for up to 24 months, until construction at the Islander Hotel stops, or the license of occupation is terminated, whichever occurs first. The developer has estimated that the Subject Property could be restored to public parking as early as January 2026, as the crane won’t be needed in the later stages of construction.

If approved by Council, the Subject Property will be used for construction offices, a first aid station, washrooms, worker parking and a “laydown” for construction materials—i.e. an area where the crane will pick up and put down construction materials and equipment.

The site will generally be off-limits to the public during construction. However, the parking area on the adjacent Travellers Hotel property will remain open. A series of traffic control and construction measures will also be implemented on Gatacre, 1<sup>st</sup> Avenue, 2<sup>nd</sup> Avenue, and nearby laneways. These changes are approved by the Director of Infrastructure Services. The crane will be equipped with a zoning and anticollision system that limits hoisting loads over public spaces or into powerlines and BC Hydro will be covering and flagging powerlines before the crane is operational. When not in use, the crane will “weathervane” on a 360° axis (shown in orange Attachment B) which does not pose a threat to anything underneath. The crane swing plan, emergency access plan and site logistics plan are included in Attachment B.

In total, 28 defined parking spaces (the 22 on the Subject Property and six more on Gatacre Street and the lane) will be unavailable to the public during construction. However, approximately 15 parking spaces on the Subject Property will be used by the developer for worker parking; lessening the number of spaces elsewhere that will be used by construction vehicles. Additional informal, undefined parking areas on the south side of Gatacre and east side of 2<sup>nd</sup> Avenue may need to be closed to accommodate truck traffic and vehicle turnarounds. No accessible parking spaces will be lost due to construction staging, however, an accessible space on 1<sup>st</sup> Avenue will be temporarily relocated to an adjacent, reconfigured standard parking space to accommodate the relocation of a bus stop. The bus stop is being moved to accommodate the façade shoring and temporary sidewalk on 1<sup>st</sup> Avenue.

Once construction is complete, the developer will be required to restore the Subject Property and adjoining roads to the satisfaction of the Town.

**ANALYSIS:**

**Use of 117 Gatacre**

Staff reviewed multiple crane setup and construction staging options with the developer over a period of several months and the proposed layout utilizing the entirety of the Subject Property yielded the fewest lost parking spaces, most efficient construction and least disruption to the public. Other options required a greater loss of parking on 1<sup>st</sup> Avenue, where demand for parking is higher, or would simply see any available public parking on the Subject Property taken up by tradespeople, who typically start early in the morning, leave their vehicles parked in the same place for the entire workday, and need easy access to their vehicles to retrieve building materials and tools.

Tables 1 and 2 show average and “peak” utilization for parking areas within 1 block of the Subject Property from the 2023 Parking Study. The Subject Property has an average parking utilization rate of 63% and a peak (weekday at 11am) utilization of 84%. 85% utilization represents an optimal balance between parking supply and demand. Staff expect that cars displaced from the Subject Property can be absorbed by nearby blocks on 2<sup>nd</sup> Avenue, High Street and Roberts Street which have peak and average utilization well below the 85% threshold. Additionally, staff note that parking time limits on 1<sup>st</sup> Avenue were not actively enforced when the 2023 parking study was completed but are now

enforced daily from Monday to Friday. This will likely help mitigate disruptions to customer parking.

<b>Table 1: Average Utilization by Street and Block</b> (Average of Utilization Throughout the Day)		
<b>Street</b>	<b>Utilization</b>	<b>Spaces</b>
1 <sup>st</sup> Ave. 400 Block	49%	27
1 <sup>st</sup> Ave. 500 Block	62%	22
2 <sup>nd</sup> Ave. 400 Block	52%	13
2 <sup>nd</sup> Ave. 500 Block	20%	21
Gatacre St. 100 Block	31%	35
Gatacre/High St. Connector	57%	31
High St. 100 Block	31%	34
Roberts St. 100 Block	41%	16
<b>Overall Average /Total Number of Spaces</b>	<b>43%</b>	<b>199</b>

<b>Table 2: Peak Utilization by Street and Block</b> (Highest Recorded Utilization Rate)		
<b>Street</b>	<b>Utilization</b>	<b>Spaces</b>
1 <sup>st</sup> Ave. 400 Block (Weekday 11am)	99%	27
1 <sup>st</sup> Ave. 500 Block (Weekday 11am)	99%	22
2 <sup>nd</sup> Ave. 400 Block (Weekday 4pm)	85%	13
2 <sup>nd</sup> Ave. 500 Block (Weekday 2pm)	50%	21
Gatacre St. 100 Block (Weekend 11am and 2pm)	45%	35
Gatacre/High St. Connector (Weekday 11am)	89%	31
High St. 100 Block (Weekday 2pm)	74%	34
Roberts St. 100 Block (Weekday 2pm)	72%	16
<b>Average of Peak Utilization/ Total Number of Spaces</b>	<b>77%</b>	<b>199</b>

While some drivers may have to park farther afield during construction, staff do not expect a catastrophic impact on parking supply or business traffic to the Downtown. In any event, use of the Subject Property is necessary to achieve the fastest, least disruptive option to complete the construction project, which supports Downtown revitalization, housing construction and heritage restoration, all of which are priorities under the Official Community Plan. The Islander Hotel restoration project is the first of its kind to be undertaken in Ladysmith. This type of construction is the only viable way to preserve the building and will be needed to redevelop other heritage sites. Subsequently, use of the subject property is a necessary and temporary inconvenience to preserve one of Ladysmith’s heritage assets and provides a refinable template for similar projects in the future.

Fees

Since the Town does not charge for parking, a usage fee for the Subject Property cannot be determined based on lost revenue or parking rates. Instead, staff contacted an appraiser with previous experience in Ladysmith for guidance on a suitable usage fee. Based on the appraiser’s advice, staff determined that a range of \$1-1.90 per square foot (\$10.76-20.45/m<sup>2</sup>) per year would be the typical fee charged for the proposed use. The proposed fee is based on a \$1.75/square foot (\$18.84/m<sup>2</sup>) rate. Although it is possible for

the Subject Property to be used at less than market value or even for free (see Alternative 2 and 'Legal Implications') staff note that the developer has already received a \$246,329.26 DCC credit for the project and Council has recently passed a motion pertaining to the use and fees for road right of ways (see resolution CS 2025-035). Other businesses' customers or employees likely use the Subject Property for parking and those businesses may feel that it is unfair to allow the developer to use the Subject Property at a reduced rate or free of charge. Further, a monthly charge provides a strong incentive for the developer to complete construction and restore the site to its original use as quickly as possible. For these reasons staff see the fee as reasonable and prudent.

### **ALTERNATIVES:**

Council can choose to:

1. Deny the TUP application and license of occupation.
2. Approve the TUP and license of occupation at a reduced or eliminated fee pursuant to [section 25\(3\)\(b\) of the \*Community Charter\*](#). (requires affirmative vote of at least 2/3 of all members of Council).
3. Approve the TUP and license of occupation with a higher usage rate.
4. Defer consideration of the recommendation to a subsequent meeting of Council.
5. Refer the proposal back to staff for further review as specified by Council.
6. Direct that another course of action be taken.

### **FINANCIAL IMPLICATIONS:**

If Council approves the proposed fee to use the Subject Property, the resulting revenues to the Town will be between \$9,800 and \$26,000, depending on how long construction takes.

### **LEGAL IMPLICATIONS:**

Staff confirmed with the Town's solicitor that issuing a license of occupation for the proposed property does not constitute disposition of land. Therefore, notice of disposition under section 26(1) of the *Community Charter* and the prohibition on disposing of land for less than market value under section 25(1)(a) of the *Community Charter*, do not apply.

Staff also note that, under normal circumstances, providing a sizable amount of land at a reduced rate or free of charge to a private developer might be perceived as prohibited assistance to business under section 25 of the *Community Charter*. However, the project at 440 1<sup>st</sup> Avenue is subject to a heritage revitalization agreement. This means that under section 25(3) of the *Community Charter*, Council can choose to reduce or eliminate the proposed fee to avoid the risk of contravening section 25 of the *Community Charter* (see Alternative 2).

### **CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

Newspaper notification of the proposed TUP was published in the February 27<sup>th</sup> edition of the Ladysmith Chronicle. A sign was also posted on the subject property and notification was also sent by mail and courier to owners and tenants of properties within 60 meters of the subject property.

As noted above, the impact of the proposal is expected to be manageable and the terms of the license of occupation, TUP and Town bylaws allow the Town to ensure disruptions related to construction are mitigated to the greatest extent possible.

**INTERGOVERNMENTAL REFFERALS:**

The developer is required to submit a 'Notice of Project' to WCB prior to erecting and operating the crane and WCB oversees the use of cranes. WCB regulations include rules to protect the public when cranes are used. Staff have consulted with the CVRD regarding the impact on transit services and their recommendations (i.e. moving the bus stop on 1<sup>st</sup> Avenue) have been incorporated in the proposed logistics plan. No disruptions to transit service will occur as a result of construction. Staff also contacted the Nanaimo Airport and asked for a copy of the Airport Zoning Regulation (AZR) to determine if the proposed crane will encroach into any flight paths. The airport advised that there is no AZR for the Nanaimo Airport but requested details of the proposed crane so flight notices could be posted if necessary. Staff have advised the developer to contact the Airport once details of the crane configuration are finalized.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

Development Services have worked closely with the Engineering and Fire Departments to ensure the proposed construction staging and laydown will not adversely impact Town infrastructure or emergency services. Engineering is working closely with the developer to finalize road closures and traffic management. The Fire Department has approved a Construction Fire Safety Plan for the project, noting the Fire Department does not provide crane rescue, and available mutual aid options are not practical. Subsequently, WCB rules require the developer to have crane rescue capabilities on site.

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

- |  |   |
|--|---|
| <input type="checkbox"/> Core Infrastructure                               | <input checked="" type="checkbox"/> Economy |
| <input checked="" type="checkbox"/> Official Community Plan Implementation | <input type="checkbox"/> Leadership         |
| <input type="checkbox"/> Waterfront Area Plan                              | <input type="checkbox"/> Not Applicable     |

***I approve the report and recommendations.***

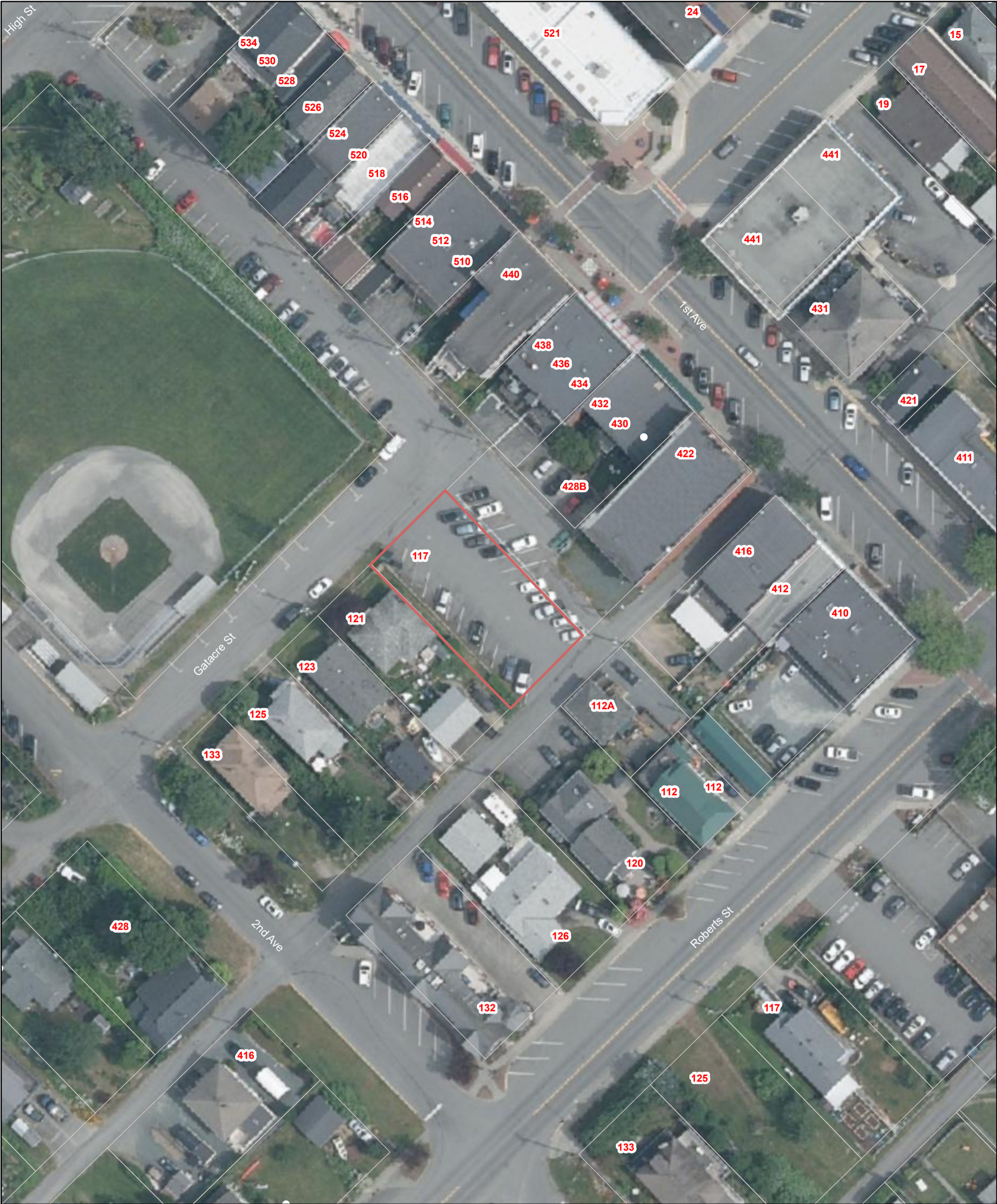
**Allison McCarrick, Chief Administrative Officer**

**ATTACHMENTS:**

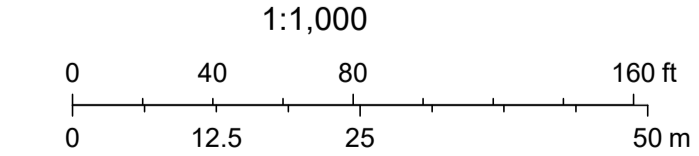
- A. Subject Property Map
- B. Proposed Crane, Laydown, Staging and Road Traffic Management Plan
- C. License of Occupation 117 Gatacre Street



# Attachment A: 117 Gatacre



2/7/2025, 11:10:46 AM



Esri Community Maps Contributors, Cowichan Valley Regional District, WA State Parks GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA,



LADYSMITH ISLAND HOTEL  
CRANE SWING PLAN

January 31, 2025

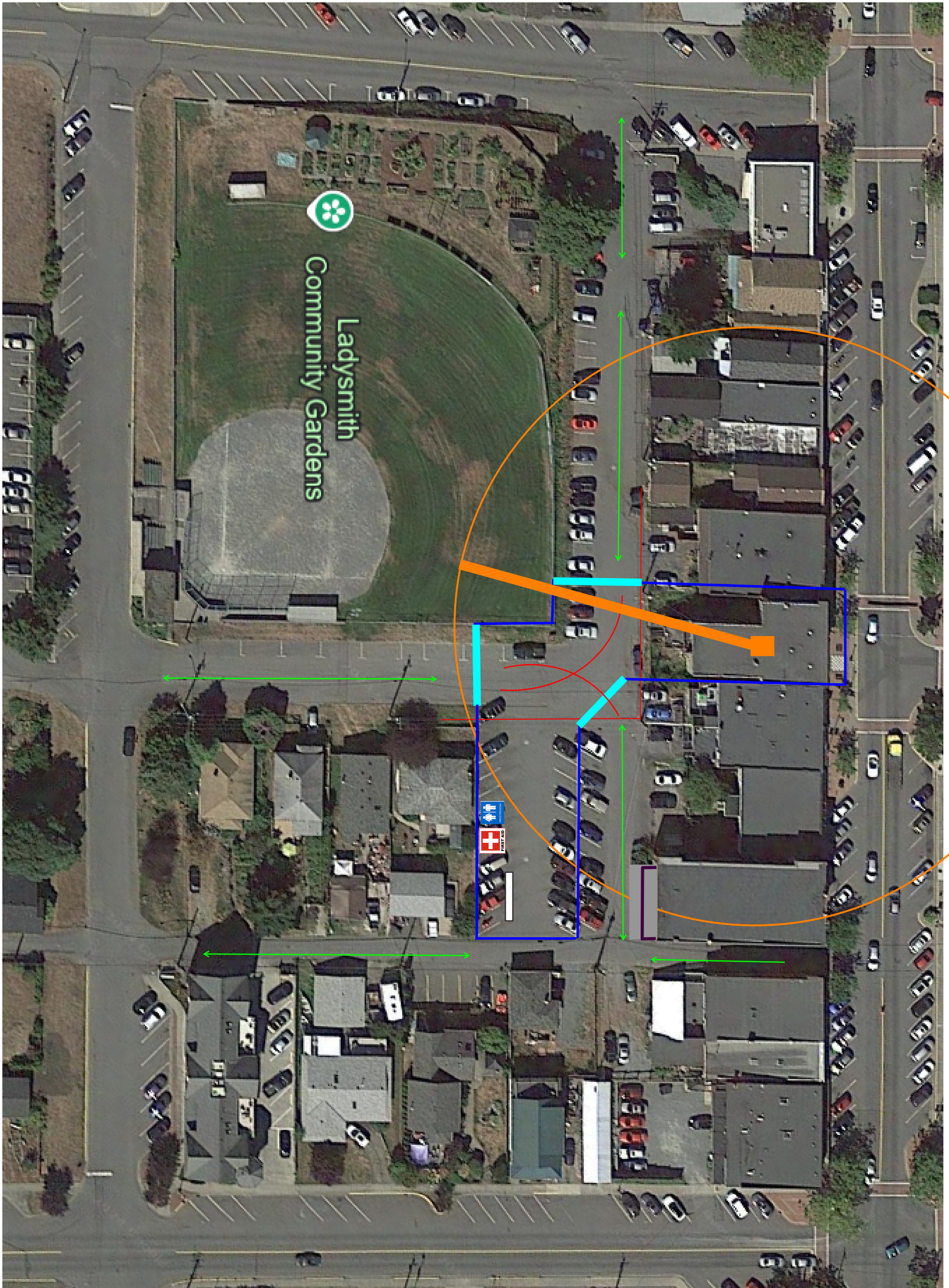
**NOTES:**

The **Crane Zoning** and **Anti-Collision System** will limit the **hovering of loads** within the perimeter of the fence in side the area showed in light blue. BC Hydro will be covering and flagging power lines prior to construction.



LADYSMITH ISLAND HOTEL  
EMERGENCY VEHICLE ACCESS PLAN

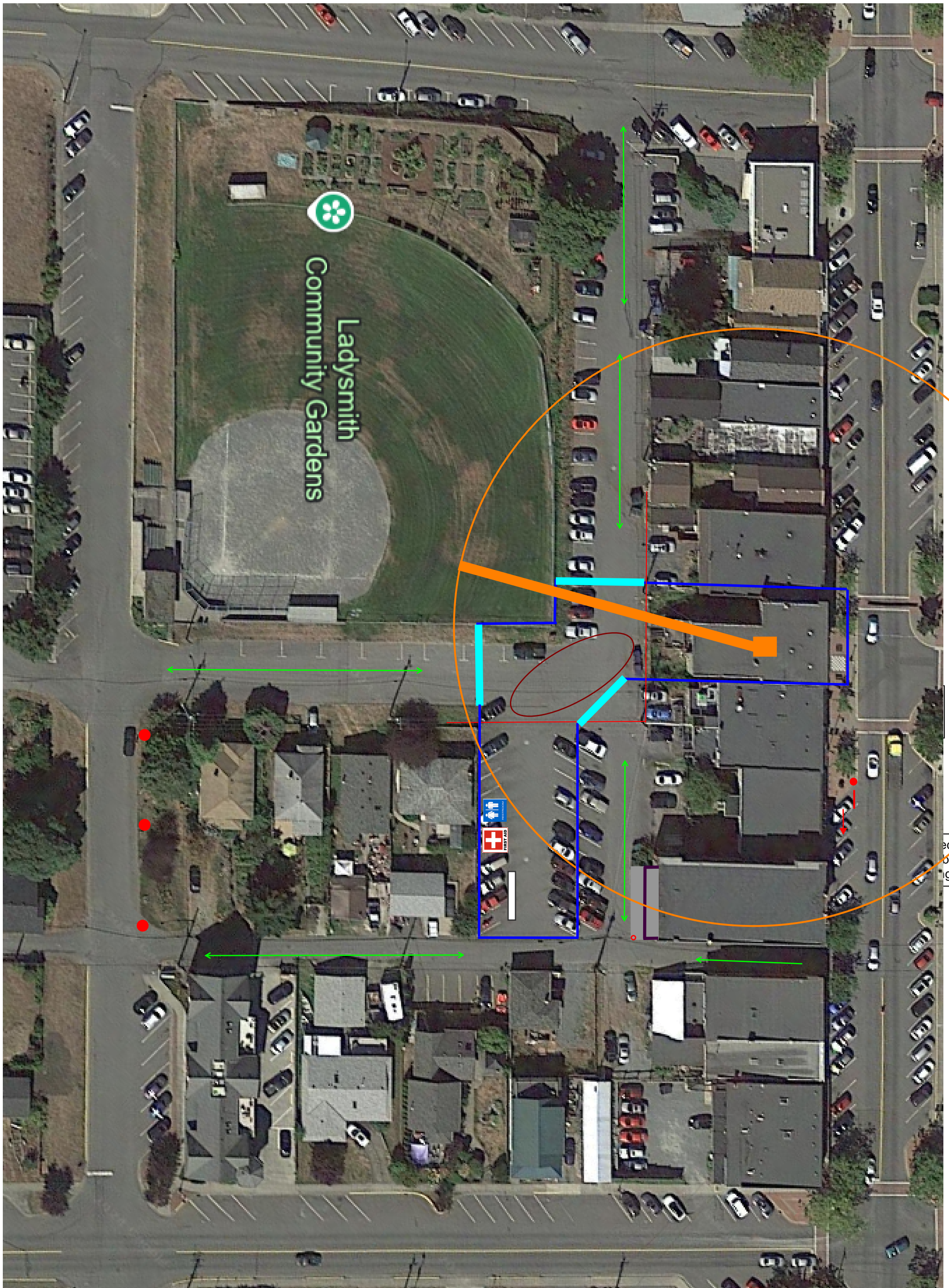
January 31, 2025





LADYSMITH ISLAND HOTEL  
SITE LOGISTIC PLAN - PARKING LOT

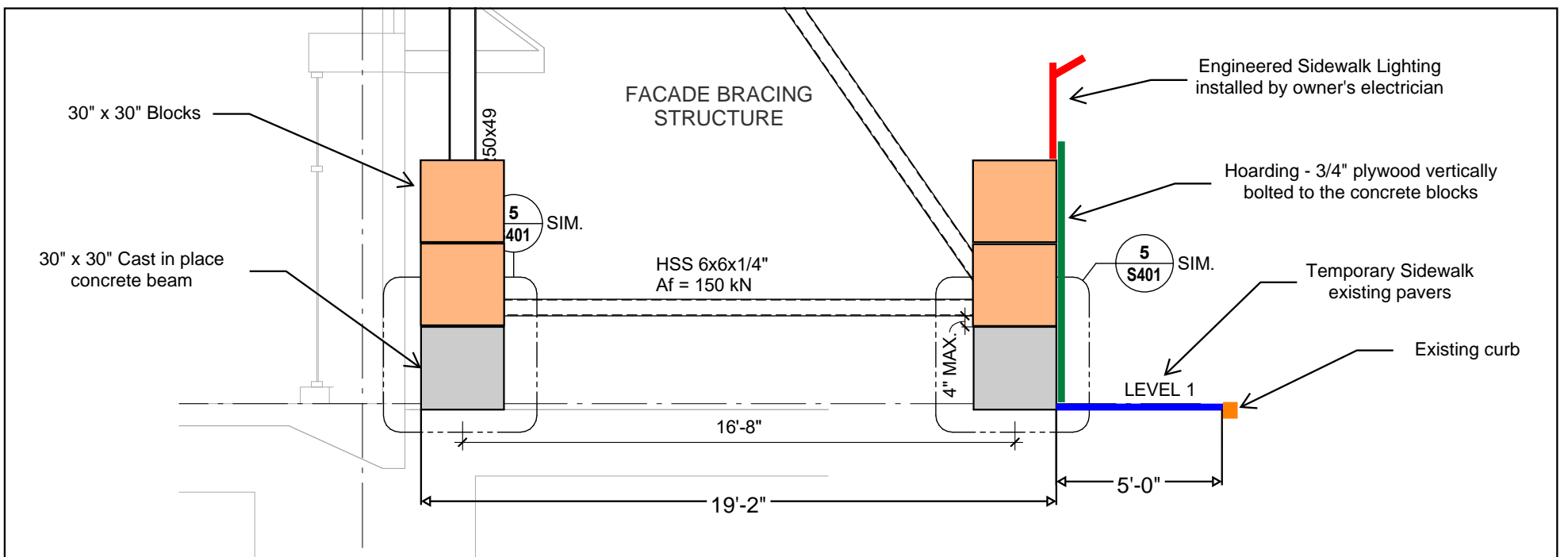
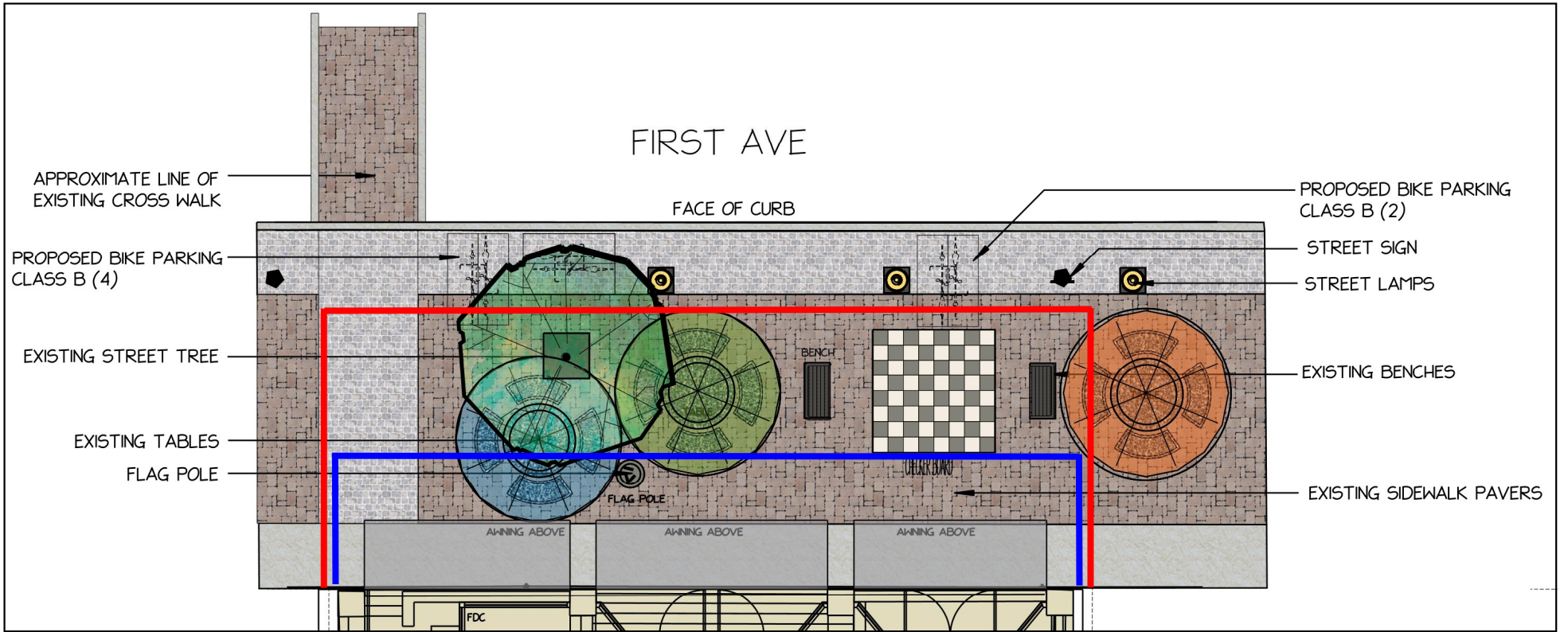
January 31, 2025



# LADYSMITH ISLAND HOTEL SITE LOGISTIC PLAN - 1ST AVENUE

January 31, 2025

**NOTES:**  
Existing Pavers, Tables, Benches, Street Lamps, Flag Pole to be removed by Construction Manager and delivered to the Town's Public Work's yard for storage.  
Construction Manager to relocate the existing Bus Stop to an agreed location . Proposed location shown in the site logistics plan.  
Existing Street Tree to be removed and reinstated by Construction Manager



**LICENCE OF USE**

**THIS AGREEMENT** made the \_\_\_ day of \_\_\_\_\_, 2025.

BETWEEN:

**TOWN OF LADYSMITH**  
410 Esplanade, PO Box 220  
Ladysmith, BC V9G 1A1

(the "**Town**")

OF THE FIRST PART

AND:

**FIRST AVENUE FREEHOLDERS LTD.**  
Inc. No. BC1339861  
201-2377 Bevan Avenue  
Sidney, British Columbia V8L 4M9

(the "**Licensee**")

OF THE SECOND PART

**WHEREAS:**

A. The Town is the owner of land described as:

Parcel Identifier: 023-605-545

Legal Description: LOT 1 DISTRICT LOT 56 OYSTER DISTRICT PLAN VIP64257

(the "**Land**"); and

B. The Licensee wishes to be granted this Agreement to use that portion of the Land more particularly shown outlined in Schedule "A" (the "**Licence Area**") for use as a staging and storage area in connection with the Licensee's construction of a construction project upon Lands with a civic address of 440 1<sup>st</sup> Avenue, Ladysmith, BC (the "**Project Lands**").

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the licence fee to be paid by the Licensee to the Town and in consideration of the premises and covenants and agreements contained in this agreement (the "**Agreement**"), the Town and the Licensee covenant and agree with each other as follows:

**1.0 RIGHT TO USE**

1.1 The Town, 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 non-exclusive right by way of licence for the Licensee, its agents, employees, and invitees to use the Licence Area for the sole purpose of the staging and storage of materials in relation to a construction project on the Project Lands, and transporting construction equipment, goods, and materials related to the Project to and from the Project Lands.

1.2 The Licensee covenants and agrees to use the Licence Area in accordance with the terms of use attached to this Agreement as Schedule "B".



## **2.0 RESERVATION OF RIGHTS**

2.1 The Town hereby reserves to itself from the grant and the covenants made by it to the Licensee under section 1.0 above the right for the Town, its agents, employees, contractors and subcontractors to have full and complete access to the Licence Area to carry out any operations associated with the Town's use of the Licence Area.

## **3.0 LICENCE FEE**

3.1 In consideration of the right to use granted under this Agreement the Licensee must pay to the Town the sum of \$1,087 in each month of the Term payable on the first day of each month of the Term.

## **4.0 TERM**

4.1 Subject earlier termination in accordance with the terms of this Agreement, the Term of the licence granted under this Agreement is from **INSERT DATE**, and expires on **INSERT DATE**, or the date upon which the Licensee obtains an occupancy permit for the Project, whichever is earlier.

4.2 The Term may be renewed by written agreement of the parties.

## **5.0 SCHEDULES**

5.1 The following schedules are attached to, and form a part of, this Agreement:

Schedule "A" – Licence Area

Schedule "B" – Terms of Use

## **6.0 TAXES**

6.1 The Licensee must pay all taxes, rates, duties and assessments whatsoever, whether federal, provincial, municipal or otherwise charged upon the Licensee or the Town as a result of the Licensee's occupation of or use of the Licence Area. Without in any way restricting the generality of the foregoing, the Licensee must pay to the Town GST on the licence fee or like similar tax.

## **7.0 CONSTRUCTION**

7.1 The Licensee must not excavate or disturb the surface of the Licence Area, deposit soil,, or fill on the Licence Area, or construct or place any buildings or structures or make any improvements on the Licence Area.

7.2 Notwithstanding section 7.1, the Licensee may place a temporary construction office, and first aid station within the Licence Area, provided that it obtains any required permits prior to placement.

7.3 If the Licensee carries out construction of any buildings, structures or improvements on the Licence Area it must do so only at its cost and must afterwards at its cost maintain any buildings, structures or improvements constructed or placed on the Licence Area during the Term, and any renewal thereof.

## 8.0 INSURANCE

- 8.1 (a) The Licensee must take out and maintain during the Term, and any renewal thereof, a policy of commercial general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Licence Area by the Licensee in the amount of not less than **Five Million (\$5,000,000.00) Dollars** per single occurrence or such greater amount as the Town may from time to time designate, naming the Town as an additional insured party thereto and must provide the Town with a certified copy of such policy or policies.
- (b) All policies of insurance must contain a clause requiring the insurer not to cancel or change the insurance without first giving the Town thirty days prior written notice.
- (c) If the Licensee does not provide or maintain in force the insurance required by this Agreement, the Town may take out the necessary insurance and pay the premium for periods of one year at a time and the Licensee must pay to the Town as additional licence fees the amount of the premium immediately on demand.
- (d) If both the Town and the Licensee have claims to be indemnified under any insurance required by this Agreement, the indemnity must be applied first to the settlement of the claim of the Town and the balance, if any, to the settlement of the claim of the Licensee.

## 9.0 INDEMNIFICATION

- 9.1 The Licensee releases and must indemnify the Town, and its elected officials, appointed officers, employees, agents, contractors, successors, assigns, and any other person for whom it is in law responsible, from and against all lawsuits, damages, costs, expenses, loss, liability or fees (including fees of solicitors on a solicitor and own client basis) that the Licensee, its employees, agents, contractors, labourers, invitees or any other person for whom it is in law responsible may incur, suffer or allege by reason of the use of the Licence Area by the Licensee or by any other person, any defect in the Licence Area, or the carrying on upon the Licence Area of any activity in relation to the Licensee's use of the Licence Area.
- 9.2 Section 9.1 survives the expiration or earlier termination of this Agreement.

## 10.0 BUILDER'S LIENS

- 10.1 The Licensee must indemnify the Town from and against any builder's liens and must upon the request of the Town immediately cause any registered lien to be discharged from title to the Land.
- 10.2 Section 10.1 survives the expiration or earlier termination of this Agreement.

## 11.0 NOTICES

### 11.1 Notices

- (a) Each notice sent pursuant to this Agreement ("**Notice**") must be in writing and must be sent to the relevant Party at the relevant address or e-mail address set out

below. Each such Notice may be sent by registered mail, by commercial courier, or by electronic mail.

- (b) The contact information for the parties is:

TOWN OF LADYSMITH	FIRST AVENUE FREEHOLDERS LTD.
410 Esplanade, PO Box 220 Ladysmith, BC V9G 1A1	201-2377 Bevan Avenue Sidney, British Columbia V8L 4M9
Attention:	Attention:
Email: Tel. No.	Email: Tel. No.

- (c) Each Notice sent by electronic mail ("**E-Mail Notice**") must show the e-mail address of the sender, the name or e-mail address of the recipient, and the date and time of transmission, must be fully accessible by the recipient, and unless receipt is acknowledged, must be followed within twenty-four (24) hours by a true copy of such Notice, including all addressing and transmission details, delivered (including by commercial courier).
- (d) Subject to sections 11.1(e) through (f) each Notice shall be deemed to have been given or made at the following times:
- (i) if delivered to the address (including by commercial courier), on the day the Notice is delivered;
  - (ii) if sent by registered mail, seven (7) days following the date of such mailing by sender; or
  - (iii) if sent by electronic mail, on the date the E-Mail Notice is sent electronically by e-mail by the sender.
- (e) If a Notice is delivered or sent by electronic mail after 4:00 p.m., or if the date of deemed receipt of a Notice falls upon a day that is not a business day, then the Notice shall be deemed to have been given or made on the next business day following.
- (f) If normal mail service, or electronic mail is interrupted by strike, slow down, force majeure or other cause beyond the control of the parties, then a Notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the Notice shall utilize any other such services which have not been so interrupted or shall personally deliver such Notice in order to ensure prompt receipt thereof.
- (g) Each party shall provide Notice to the other party of any change of address, or e-mail address of such party within a reasonable time of such change.

## 12.0 TERMINATION



- 12.1 If the Licensee is in default on the payment of licence fees, or the payment of any other sum payable under this Agreement, or is in breach of this Agreement, and if the default continues after the giving of notice in writing by the Town to the Licensee, then the Town may terminate this Agreement and re-enter the Licence Area and the rights of the Licensee with respect to the Licence Area lapse and are absolutely forfeited.
- 12.2 The Town may terminate this Agreement upon 60 days' prior written notice to the Licensee, and upon such termination, the Town may re-enter the Licence Area and the rights of the Licensee with respect to the Licence Area lapse and are absolutely forfeited.
- 12.3 The Town may terminate this Agreement upon 30 days' written prior notice to the Licensee if the Licensee substantially ceases work on the Project for 180 days, and upon such termination, the Town may re-enter the Licence Area and the rights of the Licensee with respect to the Licence Area lapse and are absolutely forfeited.

### **13.0 FORFEITURE**

- 13.1 If the Town, 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 Town's rights upon any subsequent breach of the same or any other provision of this Agreement.

### **14.0 FIXTURES**

- 14.1 Upon termination of this Agreement, the Licensee must, at its sole cost, remove all buildings, structures or improvements constructed on the Licence Area by the Licensee.

### **15.0 REPAIRS AND MAINTENANCE**

- 15.1 At all times throughout the Term, and any renewal thereof, the Licensee must repair and maintain the Licence Area and any building, structure or improvement erected or placed by the Licensee on the Licence Area to a high standard of repair and cleanliness.
- 15.2 The Licensee is responsible for any damage to the Licence Area occurring while the Licensee is exercising its rights under this Agreement.

### **16.0 ENVIRONMENTAL MATTERS**

- 16.1 For the purposes of section 16.2, below:
- (a) "Contaminants" means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, polycyclic aromatic hydrocarbons, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and
  - (b) "Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any governmental authority having jurisdiction over the Land now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

- 16.2 The Licensee covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Licence Area for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants without the prior written consent of the Town;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Licence Area;
- (c) to promptly provide to the Town a copy of any environmental site assessment, audit, report, or test results relating to the Licence Area conducted by or for the Licensee at any time;
- (d) to maintain all environmental site assessments, audits, reports, and test results relating to the Licence Area in strict confidence and not to disclose their terms or existence to any third party (including without limitation any governmental authority) except as required by law, to the Licensee's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Town, which consent may be unreasonably withheld;
- (e) to promptly notify the Town in writing of any release of a Contaminant or any other occurrence or condition at the Land, Licence Area, or any adjacent property which could contaminate the Land or Licence Area or subject the Town or the Licensee to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (f) on the expiry or earlier termination of this Agreement, or at any time if requested by the Town or required by any governmental authority under Environmental Laws, to remove from the Licence Area all Contaminants, and to remediate by removal any contamination of the Licence Area or any adjacent property resulting from Contaminants, in either case brought onto, used at, or released from the Licence Area by the Licensee or any person for whom it is in law responsible. The Licensee shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the Licensee, notwithstanding any rule of law or other provision of this Licence to the contrary and notwithstanding the degree of their affixation to the Licence Area; and
- (g) without limiting the generality of section 9.1, to indemnify the Town and its elected officials, appointed officers, employees, contractors, agents, successors, assigns, and any other person for whom it is in law responsible, from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties, and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Land, Licence Area, and any adjacent property) arising from or in connection with:
  - (i) any breach of or non-compliance with the provisions of this section 16.2 by the Licensee; or
  - (ii) any release or alleged release of any Contaminants at or from the Licence Area related to or as a result of the use and occupation of the Licence Area or any act or omission of the Licensee or any person for whom it is in law responsible.

16.3 The obligations of the Licensee under sections 16.1 and 16.2 survive the expiry or earlier termination of this Agreement.

## 17.0 REMEDIAL ACTION

- 17.1 (a) If the Licensee fails to do anything required of the Licensee under this Agreement, (the "**Licensee Requirement**") the Town may fulfill or complete the Licensee Requirement at the cost of the Licensee and may, if necessary, by its agents, officers, employees or contractors enter onto the Licence Area to fulfill and complete all or part of the Licensee Requirement as the Town determines in its sole discretion.
- (b) The Licensee releases the Town, and its elected officials, appointed officers, employees, agents, contractors, successors, assigns, and any other person for whom it is in law responsible, 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 an act of the Town under this section except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the Town, its elected officials, appointed officers, employees, agents, contractors, successors, assigns, and any other person for whom it is in law responsible. This subsection 17.1(b) survives the expiration or earlier termination of this Agreement.

## 18.0 CLEAN UP

- 18.1 At the end of the Term, or any renewal thereof, the Licensee must clean up the Licence Area to the condition it was in prior to the commencement of the Term.

## 19.0 REGULATIONS

- 19.1 The Licensee must comply promptly at its own expense with all statutes, and all other 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 Town or the Licensee.

## 20.0 NO COMPENSATION

- 20.1 The Licensee is not entitled to compensation for any loss, including economic loss, or injurious affection or disturbance resulting in any way from the termination of this Agreement or the loss of the Licensee's interest in any building, structure or improvement built or placed on the Licence Area.

## 21.0 NO REPRESENTATIONS

- 21.1 The Licensee acknowledges and agrees with the Town that, except as expressly set out in this Agreement, the Town has made no representation, warranties, inducements, guarantees, promises, consents, conditions or agreements, direct or indirect or express or implied (collectively, the "**Representations**"), and is not required to make any Representations in respect of, or in connection with the Licence Area, including, without limitation, the Licence Area's size, state, condition, fitness, environmental condition or impact, usefulness, topography, suitability, use (past, present or future), purpose, utilities, improvements, services, designation, zoning, permits, boundary, access, occupants, licensees or tenants (whether legal or not), permitted encumbrances, timber, soil condition, ground or surface water condition, state of repair, latent or patent defects, any substance, Contaminants, waste, pollutant or other condition (whether toxic, hazardous, special or not), property condition disclosure statement, information on or relating to the

Licence Area, the presence or absence of, or to, any of the foregoing, or any other aspect, matter, or thing, whatsoever.

## **22.0 MISCELLANEOUS**

- 22.1 (a) The Licensee warrants and represents that it has authority to enter into this Agreement, taken all corporate steps necessary to authorize this Agreement and to authorize the execution of this Agreement by the person on behalf of a group or organization and warrants and represents to the Town that the Licensee has sufficient power, authority, and capacity to bind the group or organization with his or her signature.
- (b) The execution and delivery of this Agreement, and the completion of the transactions contemplated by this Agreement, if any, have been duly and validly authorized by all necessary corporate action of the Licensee, and this Agreement constitutes a legal, valid and binding obligation of the Licensee, enforceable against the Licensee in accordance with its terms.
- (c) In consideration of being granted the use of the Licence Area, 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.
- (d) Waiver of any default by a party is not a waiver of any subsequent default.
- (e) The licence granted under this Agreement is personal to the Licensee and the Licensee may not assign its interest to any other person.

## **23.0 INTERPRETATION**

- 23.1 (a) When the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) This Agreement enures to the benefit of and is binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement must be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.
- (f) A provision in this Agreement granting the Town a right of approval must be interpreted as granting a free and unrestricted right to be exercised by the Town in its discretion.

(g) This is the entire agreement between the parties.

**24.0 COUNTERPART**

24.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

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

**TOWN OF LADYSMITH**

by its authorized signatories

\_\_\_\_\_  
Authorized Signatory

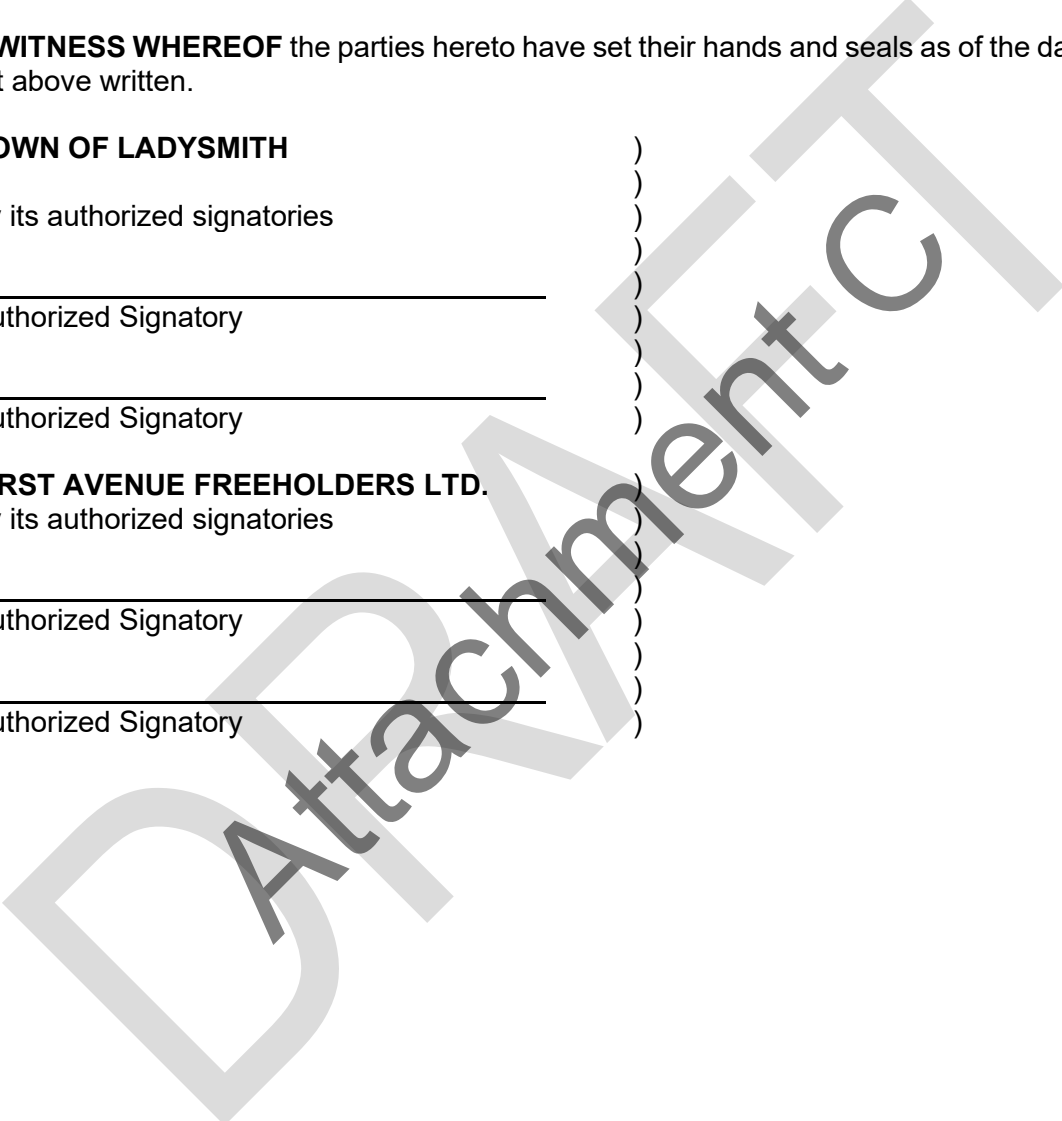
\_\_\_\_\_  
Authorized Signatory

**FIRST AVENUE FREEHOLDERS LTD.**

by its authorized signatories

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory



**SCHEDULE "A"**

Licence Area

**[INSERT PLAN OF LICENCE AREA]**

Attachment C

## **SCHEDULE "B"**

### Terms of Use

1. The Licensee must cooperate with the Town and other authorized users of the Lands to permit other persons and organizations to have access to the Lands.
2. Without limiting section 1, the Licensee must:
  - a. Ensure that the area labelled "Emergency Access Area" on Schedule "B" is kept clear of material and vehicles, in order to allow emergency vehicles to move through the Emergency Access Area;
  - b. Provide keys to the gates to the Town's fire department in order to allow emergency vehicles to pass through the Emergency Access Area after construction hours; and
  - c. Coordinate access by emergency vehicles through the Licence Area, both during and after construction hours
3. In exercising its rights under this Agreement, the Licensee must:
  - (a) install and maintain fencing, together with gates that must be locked during non-working hours, around the Licence Area. Such fencing and gates must be constructed and maintained in accordance with the requirements of the British Columbia Building Code and to the satisfaction of the Town;
  - (b) post warning signs around the perimeter of the Licence Area warning of the hazards of entry and prohibiting unauthorized access; and
  - (c) maintain adequate security in and about the Licence Area to prevent unauthorized access.

**STAFF REPORT TO COUNCIL**

**Report Prepared By:** Don Stewart, Arts, Culture and Events Coordinator  
**Reviewed By:** Chris Barfoot, Director, Parks, Recreation & Culture  
**Meeting Date:** March 4, 2025  
**File No:** 7710-20  
**Re:** 2025 Community Public Art Banner Selection

**RECOMMENDATION:**

That Council:

1. Approve the recommendations of the Public Art Committee for the 2025 Community Public Art Banner Program to produce banners based on the following submissions:
  - a. By The Sea Concept 1, Side 1 – Natasha Bartlett;
  - b. Along The Trail Concept 1, Side 2 – Natasha Bartlett; and
2. Direct staff to proceed with ordering and installing the approved banners.

**EXECUTIVE SUMMARY:**

The purpose of the Community Banner Program is beautification and the promotion of a community identity. Community banners add vibrancy and community spirit throughout Ladysmith and represent our small-town charm, coastal community life and diverse cultural heritage. The 2025 Public Art Committee has reviewed designs from four (4) artists. A total of five (5) designs were submitted for review. The Public Art Committee’s recommendations and images of the designs are presented in Attachment A of this report.

**PREVIOUS COUNCIL DIRECTION:**

Resolution	Meeting Date	ResolutionDetails
CS 2024-288	2024-12-03	That Council approve the 2025 theme “Coastal Living, Growing Our Future Together” for the Community Public Banner Program. Motion Carried

**INTRODUCTION/BACKGROUND:**

A total of five (5) different designs by four (4) artists were submitted by the January 31, 2025 deadline. On February 6, 2025, members of the banner selection panel met to review and select the designs to be recommended to Council. The selection panel consisted of:

- Gordon Filewych – Representative of the PRCAC
- Francesca Reside - Arts Council of Ladysmith & District member





- Roberta Bowman - Ladysmith Chamber of Commerce member
- Tylor Nelson - Ladysmith Downtown Business Association

The banner selection panel assessed the entries, considering each design’s artistic merit and its exemplification of the 2025 theme “Coastal Living, Growing Our Future Together”. The theme highlights Ladysmith’s seaside opportunities, which support an abundance of life, nature, growth and healing for all our residents. The banner design being recommended best captures the 2025 theme and evokes an artistically visual response through its description and connection to Ladysmith.

***Artist – Natasha Bartlett***

Ms. Bartlett is a Vancouver Island-born artist now based in Ladysmith, BC. Her work reflects the essence of coastal life, celebrating its landscapes and culture with a dynamic, expressive style that resonates with locals and visitors alike.

***Submission Description***

“By the Sea” – Concept 1, Side 1 – Waves of color swirl across the banner in Ladysmith, BC—vibrant blues and sandy hues dancing like the Salish Sea. The abstract design mirrors tides of change, uniting past and future. As the town embraces sustainability, the art reminds all: coastal living is a shared rhythm, where community and nature grow stronger together.

“Along the Trail” – Concept 1, Side 2 – Bold strokes of green and gold rise like Ladysmith’s towering trees, their abstract forms echoing the forests along our trails and mountains. The banner breathes life into the town’s vision—rooted in nature, growing in unity. Coastal living thrives when we nurture the land that shapes our future together.

The 2025 banner entry form submission can be seen in Attachment B with a banner street view mockup in Attachment C.

There are approximately 160 banners throughout Ladysmith’s downtown core, Transfer Beach Boulevard and 4<sup>th</sup> Ave. Each year, banners are displayed from May to October.

**ALTERNATIVES:**

Council can choose to not approve the recommended banner design for display at this time and request the Public Art Committee to consider a different design.

**FINANCIAL IMPLICATIONS:**

If approved, the banner design will move to the production phase of the program, with costs included in the Community Banner Program Budget.

**LEGAL IMPLICATIONS:**

N/A

**CITIZEN/PUBLIC RELATIONS IMPLICATIONS:**

The street banners create a cultural vibrancy along 1<sup>st</sup> Ave and the other locations, building and supporting Ladysmith's sense of community pride.

**INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:**

The installation of the Community Banners is coordinated with Infrastructure Services.

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

- |   |  |
|---|--|
| <input type="checkbox"/> Core Infrastructure                    | <input type="checkbox"/> Economy                   |
| <input type="checkbox"/> Official Community Plan Implementation | <input type="checkbox"/> Leadership                |
| <input type="checkbox"/> Waterfront Area Plan                   | <input checked="" type="checkbox"/> Not Applicable |

***I approve the report and recommendations.***

**Allison McCarrick, Chief Administrative Officer**

**ATTACHMENTS:**

- A. Community Banner Program – Banner Recommendation
- B. Community Banner Program – Public Art Banner 2025 Entry From
- C. Community Banner Program – Banner Street Mock-up

## ATTACHMENT A

### **“By the Sea” – Concept 1, Side 1**

Waves of color swirl across the banner in Ladysmith, BC—vibrant blues and sandy hues dancing like the Salish Sea. The abstract design mirrors tides of change, uniting past and future. As the town embraces sustainability, the art



### **“Along the Trail” – Concept 1, Side 1**

Bold strokes of green and gold rise like Ladysmith’s towering trees, their abstract forms echoing the forests along our trails and mountains. The banner breathes life into the town’s vision—rooted in nature, growing in unity.



**ATTACHMENT B**

**Community Banner Program – Public Art Banner  
2025 Entry Form**

Theme: “Coastal Living, Growing Our Future Together”

First Name	Natasha
Last Name	Bartlett
Email Address	[REDACTED]
Phone Number	[REDACTED]
Phone Number	
Address	[REDACTED]
	Ladysmith, BC
	[REDACTED]
Title of Panel 1	Submission 1 - By The Sea
Description (How does your design reflect the theme)	Waves of color swirl across the banner in Ladysmith, BC—vibrant blues and sandy hues dancing like the Salish Sea. The abstract design mirrors tides of change, uniting past and future. As the town embraces sustainability, the art reminds all: coastal living is a shared rhythm, where community and nature
Title of Panel 2	Submission 1 - Along The Trail
Description (How does your design reflect the theme)	Bold strokes of green and gold rise like Ladysmith’s towering trees, their abstract forms echoing the forests along our trails and mountains. The banner breathes life into the town’s vision—rooted in nature, growing in unity. Coastal living thrives when we nurture the land that shapes our future together.
Tell us about your history of making art. Include a link to your social media account or website if you have one. Help us understand why you wanted to apply for this opportunity.	
Natasha Bartlett, a Vancouver Island-born artist now based in Ladysmith, BC, captures the island’s vibrant communities, natural beauty, and recreational spirit through diverse media. Her work reflects the essence of coastal life, celebrating its landscapes and culture with a dynamic, expressive style that resonates with locals and visitors alike.	

ATTACHMENT C



**TOWN OF LADYSMITH**

**BYLAW NO. 2206**

**Financial Plan Bylaw for the years 2025-2029**

---

The Council of the Town of Ladysmith in open meeting assembled enacts as follows:

Administration

1. Schedule "A" attached to and forming a part of this bylaw is hereby adopted and shall be the Financial Plan for the Town of Ladysmith for the five years ending December 31, 2029.
2. Schedule "B" attached to and forming a part of this bylaw is hereby adopted and shall be the Statement of Objectives and Policies for the Town of Ladysmith for the five years ending December 31, 2029.

Repeal

3. The Town of Ladysmith "Financial Plan Bylaw 2024, No. 2172" bylaw in its entirety is hereby repealed.

Citation

4. This bylaw may be cited for all purposes as "Financial Plan Bylaw 2025, No. 2206".

**READ A FIRST TIME** on the 18<sup>th</sup> day of February, 2025

**READ A SECOND TIME** on the 18<sup>th</sup> day of February, 2025

**READ A THIRD TIME** on the 18<sup>th</sup> day of February, 2025

**ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2025

---

Acting Mayor (T. McKay)

---

Corporate Officer (S. Bouma)

**SCHEDULE “A”**

**2025 – 2029 Financial Plan**

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
<b>REVENUES:</b>					
Revenue From Property Tax Values	10,706,896	11,274,288	11,741,621	12,113,774	12,902,007
Revenue From Grants In Lieu	196,008	197,968	200,146	202,348	204,574
Revenue From Parcel Taxes	3,308,411	3,380,604	3,615,430	3,929,459	4,002,404
Revenue From Fees & Charges	6,100,587	6,296,817	6,402,865	6,590,287	6,701,359
Revenue From Other Sources	27,751,855	5,486,890	6,401,021	4,104,593	6,653,269
	<u>48,063,757</u>	<u>26,636,567</u>	<u>28,361,083</u>	<u>26,940,461</u>	<u>30,463,613</u>
<b>EXPENSES:</b>					
General Operating Expenses	14,424,490	14,918,220	15,470,938	16,043,003	16,550,506
Sanitary Sewer Operating Expenses	1,979,307	2,041,624	2,049,693	2,060,566	2,129,953
Water Operating Expenses	1,960,145	2,020,439	2,107,692	2,105,782	2,185,897
Interest on Debt	1,463,770	1,463,770	1,531,270	1,690,828	1,690,828
Amortization	4,513,471	4,594,713	4,677,418	4,761,612	4,847,321
	<u>24,341,183</u>	<u>25,038,766</u>	<u>25,837,011</u>	<u>26,661,791</u>	<u>27,404,505</u>
Annual Surplus/Deficit	23,722,574	1,597,801	2,524,072	278,670	3,059,108
Add back: Unfunded Amortization	4,513,471	4,594,713	4,677,418	4,761,612	4,847,321
<b>Capital Expenditures</b>					
General Capital	30,511,174	2,485,323	3,801,999	3,415,092	2,354,240
Sanitary Sewer Capital	4,407,978	3,240,000	2,110,000	644,218	676,429
Water Capital	26,538,184	1,600,000	5,343,385	814,679	5,355,413
Proceeds from Borrowing	(19,056,099)	(1,500,000)	(1,496,459)	-	-
Principal Payments on Debt	1,295,700	1,295,700	1,330,700	1,415,700	1,690,214
Transfers to (from) Reserves Funds	(4,436,619)	(680,500)	(2,213,675)	(703,307)	(2,554,776)
Transfer to (from) Accumulated Surplus	(11,024,273)	(248,009)	(1,674,460)	(546,100)	384,909
Financial Plan Balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

**SCHEDULE "B"**  
**Town of Ladysmith 2025 – 2029 Financial Plan**  
**Statement of Objectives and Policies**

In accordance with the *Community Charter*, the Town of Ladysmith (Town) is required to include in the Five Year Financial Plan, objectives and policies regarding each of the following:

1. The proportion of total revenue that comes from each of the funding sources described in the *Community Charter*;
2. The distribution of property taxes among the property classes; and
3. The use of permissive tax exemptions.

**Funding Sources**

Table 1 shows the proportion of total revenue proposed to be raised from each funding source in 2025. Table 2 shows a further breakdown of the funding proposed to come from reserves, Development Cost Charges and surpluses. Council currently has no specific policy surrounding the proportion of total revenue to come from each funding source.

Property taxes form the greatest proportion of revenue. As a revenue source, property taxation offers a number of advantages, for example, it is simple to administer and it is fairly easy for residents to understand. It offers a stable and reliable source of revenue for services that are difficult or undesirable to fund on a user-pay basis.

User fees and charges form a large portion of planned revenue. Many services can be measured and charged on a user-pay basis. Services where fees and charges can be easily administered include water and sewer usage, building permits, business licenses, and sale of services will be charged on a user-pay basis. User fees attempt to apportion the value of a service to those who use the service.

***Objectives & Policies***

- Use property taxes as the funding source for services that do not lend themselves to a user-pay approach;
- Review all user fee levels to ensure they are adequately meeting both the capital and delivery costs of the service and align with those who use them;
- Consider borrowing when a capital project will provide benefits to taxpayers over a long period;
- Seek other sources of revenue in order to reduce reliance on property taxes;
- Allocate a minimum of 10% prior year's municipal tax levy to General Capital projects and a further 5% of the prior year's municipal tax levy to an infrastructure deficit.



**Table 1: Sources of Revenue**

<b>Revenue Source</b>	<b>Dollar (\$)</b>	<b>Percent (%)</b>
Property value taxes	10,706,896	13%
Grants in Lieu	196,008	0%
Parcel Taxes	3,308,411	4%
User fees & charges	6,100,587	7%
Other Sources	7,280,515	9%
Borrowing	19,056,099	23%
Grants	20,471,340	24%
DCCs & Reserves	4,436,619	5%
Own Funds	12,426,472	15%

**Table 2: Utilization of Reserves, Development Cost Charges and Surplus for 2025**

<b>Source</b>	<b>Dollar Value</b>	<b>% of Total</b>
Development Cost Charges - Roads	1,049,216	6%
Development Cost Charges - Sewer	830,954	5%
Development Cost Charges - Water	605,663	4%
Development Cost Charges - Parks	55,000	0%
Development Cost Charges - Storm	5,000	0%
Cemetery Care Fund	3,660	0%
Canada Community Building Fund	1,890,786	11%
Climate Action Plan	49,800	0%
Carry-forward reserve	7,056,837	42%
Safe-restart funds	343,260	2%
Surplus & Appropriated Equity	2,783,763	17%
Real Property Reserve	484,812	3%
Growing Communities	1,708,000	10%
<b>Total</b>	<b>\$16,866,751</b>	

**Distribution of Property Tax Rates**

Table 3 outlines the distribution of property taxes among the property classes. The residential property class provides the largest proportion of property tax revenue. This is appropriate as this class also forms the largest portion of the assessment base and consumes the majority of Town services.

**Objectives & Policies**

- *Set tax rates and ratios that maintain tax stability between property classes while factoring in non-market growth within classes.*
- *Ensure the Class 4 (Major Industry) percentage is lower than the previous year with a target percentage of 10% of the total taxation.*
- *Ensure the Class 6 (Business/Other) percentage is lower than the previous year with a target percentage of 12% of the total taxation.*
- *Ensure the Class 5 (Light Industry) tax rate is not less than the Class 6 (Business/Other) rate.*
- *Set Class 8 (Recreation/non-profit) rate equal to the Class 1 (Residential) rate.*

**Table 3: Distribution of 2025 Property Tax Rates**

Property Class	2025
	% of Total Property Taxation
Residential (1)	73.72%
Utilities (2)	0.48%
Major Industry (4)	11.37%
Light Industry (5)	1.00%
Business and Other (6)	13.09%
Managed Forest Land (7), Recreation/Non-profit (8), and Farmland (9)	0.34%
<b>Total</b>	100.00%

### **Permissive Tax Exemptions & Revitalizations Tax Exemptions**

The Town supports non-profit organizations through permissive tax exemptions. Permissive tax exemptions will be reviewed annually and considered in conjunction with:

- (a) other assistance being provided by the Town;
- (b) the potential demands for Town services or infrastructure arising from the property;  
and
- (c) the amount of revenue that the Town will lose if the exemption is granted.

The Town believes revitalizations tax exemptions are an appropriate tool to assist the Town to achieve its strategic objectives. The Town can exempt municipal taxes for up to ten years where the project meets specific criteria and objectives as defined by bylaw. Recipients of exemptions must enter into a Revitalization Tax Exemption Agreement with the Town.

### ***Objectives & Policies***

- The Town will continue to provide permissive tax exemptions to some non-profit societies.
- Continue the use of the revitalization tax exemption for economic revitalization in order to encourage the commercial and industrial redevelopment of specific areas.

## BYLAW STATUS SHEET March 4, 2025

Bylaw #	Description	Status
2131	“Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 54) 2022, No. 2131” (10940 Westdowne Rd.). Changes zoning from Rural Residential (RU-1) to Manufactured Home Park (MHP-1).	First and second readings, December 20, 2022. Public Hearing and third reading December 19, 2023. MOTI approval received January 15, 2024. <b>Awaiting covenant.</b>
2133	“Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw (No. 56) 2023, No. 2133”. Allows convenience store at 1132-1142 Rocky Creek Rd.	First and second readings, January 10, 2023. Public Hearing required. MOTI approval required. <b>Waiting on applicant to submit Development Permit per Council Resolution.</b>
2161	“Official Community Plan Bylaw 2022, No. 2200, Amendment Bylaw 2023, No. 2161”. To expand the mobile home park at 10940 Westdowne Road.	First and second readings, November 21, 2023. Second reading rescinded, second reading as amended, December 5, 2023. Public Hearing and third reading December 19, 2023. <b>Awaiting covenant.</b>
2173	“Town of Ladysmith Zoning Bylaw 2014, No. 1860, Amendment Bylaw, No. 2173”.	First and second readings, December 17, 2024. Public Hearing and third reading January 21, 2025.



P.O. Box 598  
33 Roberts Street  
Ladysmith, B.C. V9G 1A4  
  
T 250 245 2112  
F 250 245 2124  
E info@ladysmithcofc.com  
www.ladysmithcofc.com

Town of Ladysmith  
330 6<sup>th</sup> Ave  
Ladysmith, BC  
V9G 1A2

February 20, 2025

**Re: Ladysmith Chamber of Commerce Statement on Ludlow Road Roundabout**

**Dear Acting Mayor and Town Council,**

The Ladysmith Chamber of Commerce supports the construction of a roundabout on Ludlow Road, recognizing its importance in improving traffic flow, safety, and accessibility for future development on the waterfront side of the highway.

As the Town of Ladysmith is a significant landowner in this area, the Chamber encourages the Town to finance and construct the roundabout ensuring that the benefiting properties pay their proportionate share of the costs upon development.

To achieve this, we urge the Town to explore available financial tools under the Community Charter, such as borrowing, Development Cost Charges, and latecomer agreements. A strategic approach will support future growth while maintaining fiscal responsibility and fairness for all stakeholders.

We appreciate your consideration of this important infrastructure investment and welcome the opportunity to collaborate on solutions that benefit Ladysmith's citizens and developments.

**Sincerely,**

Cheri Mactier  
Board President  
Ladysmith Chamber of Commerce

Cc:

- Sean Dunlop & Jason Dunlop, Home Hardware
- Ashley Garib, Oyster Harbour Development Company
- Ladysmith Chamber Board of Directors

January 22, 2025

Ladysmith Town Council  
City Hall  
410 Esplanade Ave.,  
Ladysmith, BC  
V9G 1A1

Dear Mayor and sitting Council members,

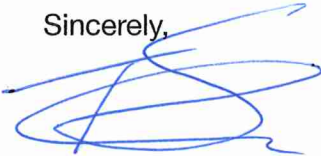
Re: Seeking approval to raise funds and install recognition of donors for upcoming enhancements to the Lot 108 site.

The Forrest Field Enhancement Society is a non profit society that was formed to raise funds for improvements and enhancements at Lot 108. We have already completed various improvements (walls and walkways) on site. As a show of gratitude the Society would like to build an aesthetically pleasing permanent metal structure of donor recognition on site and is seeking permission from Council to do so.

The Society is requesting to work with staff to find a suitable location and method to actualize the donor structure. A brief outline and timeline with a phase by phase breakdown of the Lot 108 projects would be helpful so that we may continue to raise funds for infrastructure that are planned for the site.

Thank you for your consideration.

Sincerely,



Tonya Soules

Member of Forrest Field Enhancement Society

[tonyasoules@gmail.com](mailto:tonyasoules@gmail.com)

604.818.1892

**From:** Marsh Stevens <[mstevens@ladysmith.ca](mailto:mstevens@ladysmith.ca)>  
**Sent:** Friday, February 21, 2025 4:30 PM  
**To:** Sue Bouma <[sbouma@ladysmith.ca](mailto:sbouma@ladysmith.ca)>  
**Cc:** Allison McCarrick <[AMcCarrick@ladysmith.ca](mailto:AMcCarrick@ladysmith.ca)>  
**Subject:** A Solution moving forward

Hi there,

It occurred to me that, while the CC requires either a COC or a statement on why a COC is not adopted, it does not prescribe signature to it. That made the similar omission in our Council Procedures Policy, and Section 12.4 of our COC, make a lot more sense - rights to belief, thought, conscience, expression, and security of the person would always supersede. So, I am invoking those rights and effective immediately removing my name from the COC.

Thanks and have a good weekend,

Marsh

Councillor Marsh Stevens