

## ENDERBY AND DISTRICT SERVICES COMMISSION

Councillor Tundra Baird  
Councillor Brad Case

Jackie Pearase  
Shelley Verlaan

### AGENDA

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**DATE:** Friday, March 21, 2014  
**TIME:** 11:30 a.m.  
**LOCATION:** Council Chambers, Enderby City Hall – 619 Cliff Avenue

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1. **APPROVAL OF AGENDA**

2. **ADOPTION OF MINUTES**

[Regular Meeting Minutes of January 31, 2014](#)

3. **BUSINESS ARISING FROM THE MINUTES OR UNFINISHED BUSINESS**

[Pedestrian Crossing at Highway 97A](#) – Correspondence from Ministry of Transportation dated February 27, 2014

4. **DELEGATIONS**

5. **REPORTS**

6. **NEW BUSINESS**

[Bicycle Racks](#) – Memo from Assistant Corporate Officer and Planning Assistant dated February 4, 2014

[Cemetery Grounds Maintenance Contract](#) – Memo from Chief Financial Officer dated March 17, 2014

7. **PUBLIC QUESTION PERIOD**

8. **CLOSED MEETING RESOLUTION**

9. **ADJOURNMENT**

**ENDERBY AND DISTRICT SERVICES COMMISSION**

MINUTES of a regular meeting of the **ENDERBY AND DISTRICT SERVICES COMMISSION** held on Friday, January 31, 2014 at 11:00 a.m. in the Council Chambers of Enderby City Hall.

**Members:** Brad Case, Chair City of Enderby  
Tundra Baird City of Enderby  
Jackie Pearase Electoral Area F  
Shelley Verlaan Electoral Area F

**Staff:** Tate Bengtson – Chief Administrative Officer, City of Enderby  
Jennifer Bellamy – Chief Financial Officer, City of Enderby  
Kurt Inglis – Assistant Corporate Officer and Planning Assistant, City of Enderby  
Bettyann Kennedy – Recording Secretary, City of Enderby

**Others:** Mayor Howie Cyr  
Madison Giesbrecht – Manager of Recreation Services  
Press

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**APPROVAL OF AGENDA**

Moved by Tundra Baird, seconded by Jackie Pearase that the agenda be approved as circulated.

Carried

**ADOPTION OF MINUTES**

Regular Meeting Minutes of January 10, 2014

Moved by Shelley Verlaan, seconded by Jackie Pearase that the minutes of the regular meeting of January 10, 2014 be adopted as circulated.

Carried

**REPORTS**

Enderby and District Recreational Services – Annual Report 2013

The Manager of Recreation Services commented on the following:

- Arena – adult use was down, thus reduced revenue. Youth and school groups are using the facility more, often into the evenings. Weekends are also good.
- Will consider participating in the AL Fortune Career Fair to promote summer job positions. Lifeguard positions have been easy to fill, but skating programs and the river ambassador positions are more challenging to fill.

Moved by Tundra Baird, seconded by Jackie Pearase that the report be received and filed.

Carried

**NEW BUSINESS**

Zumbathon at Gazebo – Grant for Fees – Correspondence from Manager of Recreation Services dated January 27, 2014

Moved by Tundra Baird, seconded by Shelley Verlaan that the Commission approves a grant equivalent to Gazebo rental fees for a Zumbathon fund raising event on April 26, 2014.

Carried

Enderby Minor Fastball Association – Grant for Fees – Correspondence from Enderby Minor Fastball

Discussion:

- Fees were waived last year.
- Grant would be in the amount of \$720 plus \$110 for the gazebo.
- Need to determine how much the registration fees are and what those fees are used for.
- Minor hockey has to pay 55% of the adult rates. Unfair to subsidize one group over another.
- Commission wants to show support for minor fastball, but need to do so with knowledge of the group's financial position.
- Groups such as the Legion and Twice But Nice may be able to provide assistance.

Moved by Jackie Pearase, seconded by Shelley Verlaan that prior to considering a grant, a letter be sent to Enderby Minor Fastball Association requesting some financial information indicating their fees collected and the expenses incurred from those fees; and

THAT it be suggested that Enderby Minor Fastball seek assistance from local organizations that sponsor youth activities.

Carried

Enderby Minor Fastball Association – Addition Diamond at Riverside Park – Correspondence from Enderby Minor Fastball

Moved by Tundra Baird, seconded by Jackie Pearase that the item be referred to future review of the Parks Master Plan.

Carried

2014 Financial Plans – Memo from Chief Financial Officer dated January 22, 2014

Discussion:

Mara Musical and Athletic Association – increases are not warranted. Increased use of Putula park should not impact the maintenance costs. It is believed that the MMAA is not in financial hardship.

Moved by Shelley Verlaan, seconded by Jackie Pearase that the funding for the Mara Musical and Athletic Association be removed from the budget.

Carried

Moved by Shelley Verlaan, seconded by Jackie Pearase that the Community Halls be required to provide financial reports to support their request for grant funds.

Carried

Moved by Jackie Pearase, seconded by Tundra Baird that the 2014 Financial Plan be accepted as amended.

Carried

**PUBLIC QUESTION PERIOD**

None

**ADJOURNMENT**

Moved by Jackie Pearase, seconded by Tundra Baird that the meeting adjourn at 11:35 a.m.

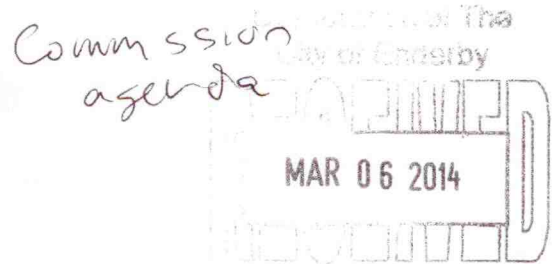
Carried

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Chair

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Chief Administrative Officer



**FEB 27 2014**

Tate Bengtson, Chief Administrative Officer  
The Corporation of the City of Enderby  
619 Cliff Avenue  
PO Box 400  
Enderby BC V0E 1V0

Reference: 224214

**Re: Pedestrian Crossing on Highway 97A**

Dear Tate Bengtson:

Thank you for your letter of January 13, 2014, expressing the Enderby and District Services Commission's support for the installation of a pedestrian activated lighted crosswalk at the intersection of Highway 97A and Third Avenue in the community of Grindrod.

The ministry takes its commitment to the safety of our transportation network very seriously, and we appreciate you sharing your concerns about this location. I have shared your comments with ministry staff, who will undertake an engineering review to determine if a pedestrian activated crosswalk at the intersection is warranted. If so, we will add it to our list of safety improvements to be prioritized during future planning, as funding permits. During this review, ministry staff will also discuss the use of the foot path under the nearby bridge.

Ministry staff will contact you once the review is completed to share their findings. In the meantime, should you have any questions or concerns, please do not hesitate to contact the ministry's local Operations Manager for the Grindrod area, Danny Morris at 250 503-3632 or by e-mail at [Danny.Morris@gov.bc.ca](mailto:Danny.Morris@gov.bc.ca), as he would be pleased to assist you.

Thank you again for taking the time to write.

Sincerely,

Todd G. Stone  
Minister

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Copy to: Greg Kylo  
MLA, Shuswap

Danny Morris, Operations Manager  
Okanagan Shuswap District, Vernon

Commission  
Agenda

**THE CORPORATION OF THE CITY OF ENDERBY**

**MEMO**

To: Tate Bengtson, Chief Administrative Officer  
From: Kurt Inglis, Assistant Corporate Officer and Planning Assistant  
Date: February 4, 2014  
Subject: Bicycle Racks

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**Recommendation**

THAT the Commission considers the Enderby Council's recommendation for the installation of bicycle racks.

**Background**

Enderby City Council directed Staff to explore the installation of bicycle racks throughout the community, consistent with the City's Integrated Community Sustainability Plan which looks to promote active transportation by providing the necessary amenities and infrastructure.

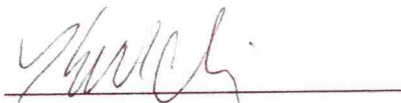
In a memorandum dated January 24, 2014, Staff identified:

- i. Existing locations of bicycle racks within the community;
- ii. Potential additional locations for bicycle racks; and
- iii. Suitable models of bike racks which could be installed at additional locations.

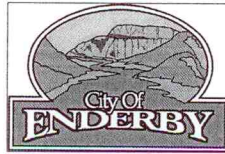
Council identified the Enderby Lions Gazebo, Tuey Park, and Barnes Park near the swimming pool as preferred locations where it would like to see additional bicycle racks installed, with the *Park-It* Bike Rack (5 bike capacity) being the preferred model.

As the locations identified by Council fall within the Commission's jurisdiction, Council recommended that the Commission consider installing the *Park it* Bike Racks at the aforementioned locations.

Respectfully Submitted,



Kurt Inglis, Assistant Corporate Officer and Planning Assistant



Commission  
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**MEMO**

To: Tate Bengtson, CAO  
From: Jennifer Bellamy, Chief Financial Officer  
Date: March 17, 2014  
Re: Cemetery Grounds Maintenance Contract

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Recommendation:

THAT the Commission award the Cemetery Grounds Maintenance Contract for 2014 - 2016 to M&M Contracting;

AND THAT the Mayor and Chief Administrative Officer be authorized to execute the contract on behalf of the City of Enderby

Background:

Attached is the Cemetery Grounds Maintenance Contract for the upkeep of Cliffside Cemetery which expired October 2013. An ad was placed in the local newspaper requesting quotes for the 2014-2016 season. The following quotes submitted include taxes and are the totals for all three years:

|                            | <u>Total Contract Value</u> | <u>Annual Cost</u> |
|----------------------------|-----------------------------|--------------------|
| JRF                        | \$ 234,000.00               | \$ 78,000.00       |
| Burton Property Management | 29,767.50                   | 9,922.50           |
| B&E Lawn Care              | 31,500.00                   | 10,500.00          |
| M&M Contracting            | 24,855.00                   | 8,285.00           |

Taking into consideration price and experience, it is recommended that the contract be awarded to M&M Contracting. References were checked for the successful bidder and came back positive.

The amount paid in 2013 totalled \$8,152.70. The 2014 contract includes maintenance for the opening of a new section of the cemetery.

Respectfully submitted,

  
Jennifer Bellamy  
Chief Financial Officer



**AGREEMENT**

**CEMETERY GROUNDS MAINTENANCE CONTRACT**

This agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF ENDERBY** having an office located at 619 Cliff Avenue, Enderby, B. C. V0E 1V0

(hereinafter called the "City")

AND:

(hereinafter called the "Contractor")

**WHEREAS** the City provides a cemetery service at 169 Enderby-Grindrod Road;

**AND WHEREAS** the City oversees the management and operation of the Cemetery;

**AND WHEREAS** the City is desirous of retaining the services of a cemetery grounds maintenance contractor;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants and agreements hereinafter set out the parties hereto agree as follows:

1. The term of this contract shall be for a period of five (5) months, commencing on the 15<sup>th</sup> day of April and ending on the 15<sup>th</sup> day of September, with the option to extend to October 31<sup>st</sup> at the City's discretion, in each of the years 2014, 2015 and 2016.
2. The Contractor covenants and agrees to provide cemetery grounds maintenance services throughout the term of this contract in accordance with Schedules "A" and "B" attached hereto and forming a part of this contract.
3. The Contractor shall not assign or sublet this Agreement without the prior express written agreement of the City.

4. The Contractor shall obtain and maintain public liability insurance in an amount satisfactory to the City and shall provide evidence thereof at or before the time the contract comes into effect and to provide timely evidence of renewal thereof.
5. The Contractor shall be in good standing and provide WorkSafeBC coverage for all of its employees.
6. The Contractor shall indemnify and save harmless the City of Enderby and its officers, employees, elected officials, servants and agents from and against any and all liabilities, damages, losses, costs, expenses, (including lawyer's fees and litigation expenses) incurred in any actions, claims, suits and other proceedings in connection with or arising from:
  - (a) any breach or non-performance by the Contractor of any obligation contained in this agreement;
  - (b) any loss of or damage or injury to property or any loss or injury to any person, including death resulting at any time there from, occurring in or about the Enderby Cemetery and resulting from the negligence or wilful misconduct of the Contractor, its employees, agents and contractors; and
  - (c) any other wrongful act or neglect of the Contractor, its employees, agents and contractors, in or about the Enderby Cemetery, including loss caused by the dishonesty of the Contractor's employees.
7. The Contractor's obligations under Section 6 shall survive any expiration or termination of this agreement.
8. The Contractor shall carry out and provide the services and requirements outlined in this Agreement to the satisfaction of the Chief Administrative Officer or designate.
9. In consideration of the performance of the Contractor of the aforesaid covenants and agreements, the City covenants and agrees to pay the Contractor the sum of \$ \_\_\_\_\_ per month, plus GST during the term of this contract. The contract price shall be increased by the percentage of the BC Index CPI for each subsequent year.
10. It is further understood and agreed that at the option of the City this Agreement shall forthwith terminate in any of the following situations:
  - (a) Upon the dissolution of the Contractor's proprietorship;

- (b) In the event that the Contractor is incapacitated and unable to provide the cemetery maintenance services to the City for a period of seven (7) days in any calendar year; or
  - (c) Breach of the terms of this Agreement by the Contractor for ten (10) days after written notice thereof has been given to the Contractor by the City. Such written notice shall be deemed to be validly given to the Contractor if delivered to their office or mailed postage prepaid to the current place of business and any notice mailed to the Contractor shall be deemed to have been received by them on the second business day following the date of posting thereof.
11. Notwithstanding the provisions contained in Section 10, the City may terminate this contract without cause upon providing a 60 day notice of termination.
  12. In the event that the City elects to terminate this Agreement under the provision of Sections 10 or 11 above, the obligation of the City to perform any of its covenants hereunder shall forthwith cease save and except that the Contractor shall be entitled to payment of all monies owed to them or accrued to the date of such termination.
  13. The provisions of this Agreement shall inure to the benefit and be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement by their duly authorized officers at Enderby, British Columbia, the day and year first above written.

THE CORPORATE SEAL of the **CORPORATION OF THE CITY OF ENDERBY** was hereto affixed in the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Contractor

## **CEMETERY MAINTENANCE CONTRACT**

### **Schedule "A"**

#### **Operational Specifications**

1. The Contractor shall in a good and workmanlike manner provide all aspects of Cemetery grounds maintenance in areas listed in this Agreement in conformity with and to the standards set out in this Agreement and under the general direction of the Chief Administrative Officer or designate.
2. The Contractor and his employees and agents shall at all times exercise tact and diplomacy and good public relations in the performance of duties outlined in this Agreement.
3. The Contractor shall supply and maintain in good working condition, at his sole cost, all vehicles, equipment and tools necessary to carry out the obligations of this Agreement.
4. The Contractor shall supply, at his sole expense, all safety equipment and clothing for use of his employees and/or agents in the performance of their duties under this Agreement.
5. The Contractor shall ensure that all his employees and/or agents are trained in the safe use of all equipment and tools employed in the performance of their duties.
6. The Contractor shall at all times in the course of this Contract be responsible for the safety of his employees in the work and the service provided, and for the safety, adequacy, efficiency and sufficiency of his machinery, equipment apparatus and his method of completing the work and providing the service under this Contract.
7. The Contractor shall ensure that his employees and/or agents comply with regulations of the WorkSafeBC and other regulatory agencies.
8. The Contractor shall ensure proper warning lights are installed on all vehicles, equipment and machinery to adequately warn of his presence at all times.
9. The Contractor shall ensure that proper vehicle and pedestrian traffic control is used.

10. The Contractor is to take note that there may be considerable variation in the total quantity of services required from season to season or events. At those times the Contractor shall adjust manpower and schedules accordingly.
11. Damage to any City or private properties caused by the Contractor, his employees or agents during the course of their duties as outlined in Schedule "A" and "B" will be the responsibility of the Contractor.
12. The Contractor will perform any reasonable duties requested by the City in a reasonable time.
13. The Contractor shall provide recommendations to the Director of Engineering for weed control, fertilizing, tree pruning, pest control and any other related grounds maintenance service that may require the services of a contractor other than the Contractor. The Contractor shall arrange for and manage these services upon direction of the City.
14. The Contractor shall when required oversee and direct the activities of various personnel acquired through grant programs, volunteer programs, school programs or community service.
15. The Contractor shall provide the Chief Administrative Officer with an estimated budget prior to the purchase of unanticipated materials and products.
16. The Contractor shall document and report to the City any acts of vandalism at the cemetery.

## CEMETERY MAINTENANCE CONTRACT

### Schedule "B"

#### Specific Duties

#### Specific Duties

1. The following duties shall be carried out in a timely manner:
  - Open and lock gate daily at 8:00 a.m. and the earlier of dusk or 9:00 p.m. respectively.
  - Cut grass as required
  - Weed grounds as required
  - Sweep and clean walkway around cremation area
  - Empty garbage containers and properly dispose of contents
  - Rake and dispose of leaves and other debris
  - Maintain and water flowerbeds
  - Repair and report vandalism
  - Manage sub-contract work
  - Clean up debris/litter following wind storms and prior to Mother's Day, Father's Day, and Remembrance Day, and as otherwise needed
  - Provide reasonable pest management
  
2. The following duties shall be carried out in the Spring:
  - Grounds cleanup (first week of contract)
  - Prepare flower beds for planting, including entrance planters
  - Provide recommendations, including costs, to the City for the purchase of flowers, plants and shrubs
  - Repair any damaged planters
  - Arrange with the City to have water turned on
  - Carry out minor repairs as required
  
3. The following duties shall be carried out in the Fall:
  - Rake and dispose of leaves
  - Arrange to have water system winterized by the City staff