

CORPORATION OF THE CITY OF PORT COQUITLAM

PARKS & RECREATION COMMITTEE

A meeting of the Parks & Recreation Committee was held in the Parks & Recreation Office on May 4, 1992

In attendance were Alderman Mike Thompson and Alderman Michael Wright.

Also in attendance was K. Janna Taylor, Parks & Recreation Director, Larry J. Wheeler, Recreation Manager/Deputy Director, Pat Greer Recording Secretary and Chris Murdy of MacKenzie Murdy & McAllister for item no. 1, 2 and 4.

Item No. 1 Genstar Contract

Chris Murdy advised the Committee, that in his opinion, the City has control over the development of Parksite #5.

Chris quoted some of the clauses, in the agreement, that reinforced his opinion:

- That the City provide detailed plans and a schedule for completion for the facility
- Genstar provided drawings etc. for Site #1-4, but not #5
- That the letter of credit will not be released until the City is satisfied.

Recommendation

It was recommended that the staff do the following:

- Check with the Engineering department as to the status of the subdivision i.e. how many permits issued and how many are completed and pending.
- Come up with a list of three proposals for a "Community Facility"
- Have Chris Murdy confirm in a letter the City's position.

Carried

Item No. 2 Future Park - Westview Subdivision

Janna gave a verbal report to Committee on the background of the problems the City had with Mr. Sewell on Skyline Park.

Recommendations:

- That a Landscape Architect be hired to do the plans for Future Park.
- That the funds for this architect come out of the amount received from the Developer
- That we check with Jim Maitland if we have collected the DCC to do the completion of the park.
- That Chris Murdy will follow up this discussion with a letter to Mr. Al Sewell.

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...2

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Item No. 3 1992 Capital Requests

The Committee discussed that the list of requests must be cut be within the \$100,000.

Recommendation:

That staff provide a list of their priorities, to come within the \$100,000.

Carried

Item No. 4 Port Coquitlam Women's Centre

The Committee discussed the Women's Centre lease and agreed with most of the lease in principle. It was decided that the termination clause delete the clause "if circumstance arise beyond the City's control".

Recommendations:

- That the lease be renewed for a five year period with the change to the termination clause.
- That the Women Centre's be asked what type of insurance they have i.e. coverage to include their counselling service.
- That the Women's Centre must request in writing each year to have their property taxes waived.

Item No. 5 Wilson Centre Advisory Board and O.A.P.O.

- Draft letter to O.A.P.O. was discussed and changes need to be made.
- Letter from O.A.P.O. regarding May Day Bingo was discussed.

Recommendation:

That a letter be sent to the O.A.P.O., prior to May Day, discussing how the decision came about to have the Wilson Centre Advisory Association look after the bingo.

Carried

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Item No. 6

PoCo Intermediate Lacrosse Request to Post a Sign

The Committee discussed the report from the Recreation Manager/Deputy Director.

Recommendation:

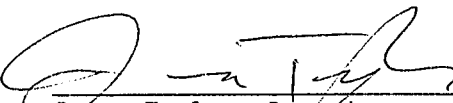
A report to the sent to Council recommending an exception of the Sign Bylaw and acceptance of their request to post a sign until the end of their current season.
Carried

ADJOURNMENT:

The meeting adjourned at 6:45 p.m.



M. Thompson, Chairman



Jahna Taylor, Secretary

mk

MACKENZIE MURDY & McALLISTER

BARRISTERS & SOLICITORS

FAX (604) 689-9029
TELEPHONE (604) 689-5263

31ST FLOOR FOUR BENTALL CENTRE
1055 DUNSMUIR STREET
P.O. BOX 49059
VANCOUVER, CANADA V7X 1C4

April 28, 1992

VIA FAX

Ms. K. Janna Taylor
Parks & Recreation Director
City Hall
Port Coquitlam, B.C.
V3C 2A8

Dear Janna:

Re: Genstar Agreement
Our File No. 1140

Further to your memorandum earlier today, we have conducted a preliminary review of the above captioned Agreement. As you indicated, our firm advised the City with respect to this Agreement leading up to its execution in 1985, but we would point out that Mr. Grant Anderson did have the most involvement at that time.

With respect to the three questions you raised, we have had a preliminary review of the Agreement and can provide you with more details if you wish.

With respect to your three questions, our preliminary response is that:

1. there does not appear in the Agreement to be any clear authority for either party to "change what will occur in the parks" -- Schedule "G" describes the works for the sites and with respect to Site 5 simply provides that the Developer will contribute \$400,000 in cash towards the cost of a community facility, as long as the facility is of a value equal to or greater than the Developer's contribution -- since there is no specification, it would seem that the Agreement should be interpreted to provide the City with the authority to determine what should occur in park Site 5, as the Developer's role is arguably limited to that of a contributor of cash;
2. as discussed above, the Developer is required to contribute towards a "community facility" which does not appear to be a defined term in the Agreement -- the Agreement would appear to require Genstar to simply contribute the \$400,000 --

ML

**THE CORPORATION OF THE
CITY OF PORT COQUITLAM**

MEMORANDUM

April 28, 1992

TO: Chris Murdy, MacKenzie Murdy & McAllister

FROM: K. Janna Taylor, Parks & Recreation Director

SUBJECT: Genstar Contract

My understanding is that you pulled together the main contract for the Genstar Agreement. What I require is an interpretation of the contract that relates to the parks. Members of the Parks & Recreation Committee have been asking questions such as:

- a) Who has the authority to change what will occur in the park?
- b) Parksite No 5 - the definition of "community facility" What is a "community facility"? Presently we are in "conflict" as to what should go in this park. Can Genstar pull the \$400,000 if we can't agree on what a "community facility" is; or can the City say that technically the \$400,000 is the City's and we can do what we want?
- c) How much control does the City have?

Finally, would it be possible for you to come to our next Parks & Recreation Committee meeting on Monday May 4th at 5:00 or 5:30 p.m. to answer these questions.

If at all possible, can you let me know today. Unfortunately I am in a union meeting all day, but you can leave a message with Pat Greer at 944-5411 Local 350.

Thanks

KJT/pg

1/2

MACKENZIE MURDY & McALLISTER**BARRISTERS & SOLICITORS**FAX (604) 689-9029
TELEPHONE (604) 689-325331ST FLOOR FOUR BENTALL CENTRE
1055 DUNSMUIR STREET
P.O. BOX 48059
VANCOUVER, CANADA V7X 1C4

April 27, 1992

VIA FAXMs. K. Janna Taylor
Parks & Recreation Director
City Hall
Port Coquitlam, B.C.
V3C 2A8

Dear Janna:

Re: "Future Park"
Our File No. 1929

Further to your request, we have reviewed the draft proposal received by the City from Mr. Sewell for completion and transfer of the above captioned park.

We share your concern with respect to completion of the park and confirm that it would be our preference as well for title to now be transferred into the City's name, assuming some satisfactory arrangement for construction of the park improvements can be reached, to protect the City's interests.

An arrangement generally along the lines suggested by Mr. Sewell should be acceptable to the City if a more formal agreement (such as was utilized for completion of Skyline Park) can be agreed to, as between the respective solicitors.

We would suggest that if the City wishes to consider such an agreement as Mr. Sewell has proposed, you should determine if the City is prepared to accept the risk that the cost of construction might exceed any estimate provided by the City, since the City would effectively be agreeing to complete the park for that price. If that is to be the arrangement, then there might at a minimum be some allowance for contingencies.

The City agreed to purchase the park from the Developer at the time of completion of the improvements for the price of \$319,800 (and not the \$355,000 referred to by Mr. Sewell), but only after such time as the City had collected sufficient development cost charges to pay same.

Accordingly, this arrangement would preserve that essential arrangement between the parties. It should be clear in any formal agreement that if the development cost charges collected to date are not sufficient to pay for improvements, that an additional amount will be deducted from the purchase price so that the City receives credit for all construction costs.

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SENT BY: MacKENZIE MURDY

: 4-27-92 8:34AM ;

6046899029→

604 944 5404:# 3

MacKENZIE MURDY & McALLISTER

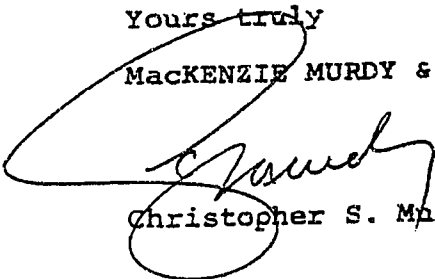
- 2 -

April 27, 1992

Finally, it should be noted that these proceeds have been assigned by Sandcastles to Citibank and so no payment should be made to Sandcastles, but instead should be made to its assignee.

Yours truly

MacKENZIE MURDY & McALLISTER



Christopher S. Murdy

CSM/jg/2880/CSM261

cc: Bryan R. Kirk, City Administrator

ml



THE CORPORATION OF THE CITY OF PORT COQUITLAM

CITY HALL
2580 SHAUGHNESSY STREET
PORT COQUITLAM, B.C.
V3C 2A8

TELEPHONE: 944 - 5411
FAX: 944 - 5402

PARKS & RECREATION DEPARTMENT
2253 LEIGH SQUARE
PORT COQUITLAM, B.C.
V3C 3B8

TELEPHONE: 944 - 5411
FAX: 944 - 5405

April 21, 1992

Chris Murdy
MacKenzie Murdy & McAllister
31st Floor Four Bentall Centre
1055 Dunsmuir St., P.O. Box 49059
Vancouver, B.C.
V7X 1C4

Dear Chris,

Attached is a letter from Al Sewell in regards to completing "Future Park". I would like your comments on what approach we should take and how to safeguard the City's assets.

My concern is that if we have him do the park; it may never get done. Let me know your thoughts.

Yours truly,

A handwritten signature in dark ink, appearing to read "K. Janna Taylor".

K. Janna Taylor
Parks & Recreation Director

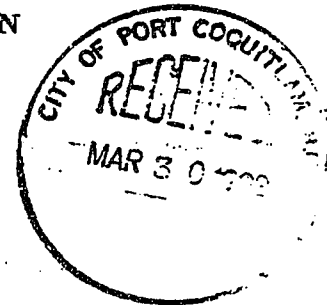
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File No. 404.1, 704.11

ink

SANDCASTLES CAPITAL CORPORATION

P.O. Box 3233 - V.M.P.O.
Vancouver, B.C. V6B 3X8



March 23, 1992

Parks & Recreation
CITY HALL
2580 Shaughnessy Street
Port Coquitlam, B.C. V3C 2A8

Attention: K. Janna Taylor

Dear Sirs,

Re: Future Park - Westview Subdivision

Pursuant to our recent telephone conversation, Sandcastles Capital Corporation proposes the following:

1. City crews will determine the cost for City crews to improve the park.
2. Sandcastles will agree that dues for Parks already collected will be transferred to Parks Department to pay for improvements.
3. Sandcastles will transfer title for \$1.00 to Port Coquitlam.
4. The balance owing to Sandcastles (\$335,000.00 - Cost of Improvement) will be paid to us when PoCo collects sufficient dues from the developer of the townhouse lands that have not already been paid.
5. Sandcastles will provide drawings prepared by our consultants.

I believe that this will result in the delivery of a finished park sooner and also, perhaps, have some advantages to PoCo by using their own crews.

Yours truly,

A.C. Sewell

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PARKS & RECREATION DEPARTMENT

1992 CAPITAL REQUESTS

POCO REC CENTRE

PoCo Rec Centre Mabbett Room Fire Exit	Existing metal deck is rusted, quite badly. This unit was sandblasted and painted, but the rust has returned. All seams are leaking and need repairs.	\$1,500
PoCo Rec Centre Lobby Exhaust Fan	To remove the stale air created by smoking patrons and the space heaters. To promote a healthier atmosphere for patrons who refrain from smoking or wish to enjoy the food, from the concession.	1,000
Wilson Centre Glass - Tint Skylight	The existing tint was installed improperly. The tint is breaking down and requires replacement. This would lessen the heat load placed on the air conditioner, and save energy costs.	1,500
Portable Sound System	During Civic Events, it has been a requirement to supplement the arena sound system. The extra equipment is rented for each event. A portable system could be utilized throughout the City.	4,000
PoCo Rec Centre Concession - Sandwich Cooler	To increase the menu selection to include nutritious food items. e.g. sandwiches, salads, etc. To display them in such a manner that sales would increase.	3,000
PoCo Rec Centre Lobby four tables and three umbrellas	To continue with the facility improvement project. We have 5 tables and 3 umbrellas currently. This request would hopefully complete the requirements for this area. If we delay these purchases we could run into a problem of matching style and colour which would defeat the purpose of facility improvement as we would end up with an uncoordinated look.	6,000

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POCO REC CENTRE Cont'd

PoCo Rec Centre Ticket Office, counter renovation	To increase efficiency and expedite customer service. To properly accommodate the computer printer and bring all the necessary equipment to the customer service window. There has been a lot of problems with the printer at this facility. The only way the printer can fit on the existing counter is to put it sideways which causes it to jam. The cashiers must leave their cash register and go to the other side of the room every time they do a registration.	1,500
PoCo Rec Centre Playschool Program - replace tables	To provide a safe environment for the tots. The present tables are not safe. The long ones are wobbly, chipped and cracked. These three tables need to be completely replaced and the two round ones require tops.	2,100
Wilson Centre - cash register	To standardize and improve the cash flow system and customer service. Wilson Centre receives money from a variety of sources. Drop-in activity fees, dances, special events, lunch sales and coffee service. A hand written receipt system is now being used to account for these monies. A cash register would improve the daily cash process.	1,000
Wilson Centre - replace padded stacking arm chairs (3 dozen)	To maintain the complement of chairs necessary for program and event needs. These chairs are beyond repair. We require these particular chairs as the members use them for support as they stand.	2,000
Wilson Centre air conditioning	To install air conditioning in the expanded portion of Wilson Centre. It is unbearably hot in the warm months. Temperatures can reach 90 +. This is very uncomfortable for staff and patrons. With one side air conditioned and the other not, the difference in temperatures can be very unhealthy.	25,000
PoCo Rec Centre - replace interior signage	To update the directional information and identify signs as part of the facility improvement project. The arena has no sign standard. They are all different colors, sizes and styles.	2,500
Computer & printer for clerical staff at Rec Centre		6,000
Total		\$40,100

ml

HYDE CREEK CENTRE

Hyde Creek computer and printer for clerical staff at Hyde Creek		\$6,000
Hyde Creek Electric Pottery Wheels (2)	Satisfy demand	2,500
Hyde Creek Slide	Move present slide to Robert Hope	1,400
Hyde Creek Video camera	Aid in teaching programs	2,200
Hyde Creek Canoes (2)	Update - equipment not available through schools	1,400
Hyde Creek Life Cycle Fitness Equipment		1,800
Tot's Change Table (2)	Install and build	1,400
Hyde Creek Burnishing Machine	The polishing machine we now have is 10 to 15 years old. With a burnishing machine we could wax and polish a floor in half the time (labour) and the shine stays on 3 times as long	2,300
Hyde Creek Kiln Repair		1,500
Hyde Creek Lens and gaskets for underwater lights	We require 20 lens and gaskets for the underwater lights and 20 lamps.	4,000
Hyde Creek Program coordinator's office - carpets & blinds		1,800
Total		\$26,300

5/1

GENERAL OFFICE

Wang arms for terminals	To prevent eye and neck strain when using the terminal	\$1,000
Office furniture		3,000
Replace computer for Parks & Recreation Director		4,000
	Total	\$8,000

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PARKS

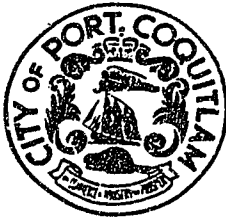
Lions Park improvements to playground	Need more accessible equipment for handicapped patrons on the playground, water and the fountain.	\$12,000
Rowland Lacrosse Box netting	To prevent the balls flying in to the rest home's windows	4,000
Loader/Hoe tractor radio	Machine tracking by Foreman is too costly	1,700
Snow-blower	For the pathways, public buildings, sidewalks, City Hall, Parks & Recreation Office, etc.	3,000
Tail-Gate vaccuum unit	Picks up debris and leaves into dump body	1,400
2 bleachers	For increased use on our diamonds. Also spare for special events.	3,000
Cemetery clearing for future expansion (approx 2 acres)	In order to have a new area ready for 1994 we need to clear so that we can accept free fill.	15,200
Boulevard tree planinting on Shaughnessy from Pitt River Road to Wilson Avenue	The planting of 48 trees on the small boulevard, as per the study. This is only on one side.	33,600
	Total	\$73,900

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MISCELLANEOUS ITEMS

Youth Area - Fooseball Game	To increase the activities available for the youth drop-in time. This is a compact game that would require minimum storage. It appeals to a wide audience.	\$1,000
Youth Area - TV/VCR unit	To provide a unit for the youth programs to use. The other unit the department has is in constant demand in other areas. It must be brought upstairs for all the youth functions (regularly) which increase the chances of damages etc.	1,000
Summer Programs - 4 picnic tables	To provide tables for the summer programs. It is always a struggle to find enough picnic tables to provide for both program and public use. The type of table requested has been recommended by the Parks Foreman.	2,600
Special Events Canopies	Two 20' x 20' special event canopies. Reduce rental costs to our department and increase possible rental revenues.	6,000
Small pick-up truck	To be used by Recreation Manager/Deputy Director. It will also be used for miscellaneous projects (i.e. special events) and for moving this in the Parks & Recreation Department.	13,000
Outdoor Pool play area	Volleyball, swings & slide	1,500
Outdoor Pool - fiberglass storage cupboards (2)		1,500
Outdoor Pool awning	Provide shade at outdoor pool	1,000
	Total	\$27,600

md



THE CORPORATION OF THE CITY OF PORT COQUITLAM

CITY HALL
2580 SHAUGHNESSY STREET
PORT COQUITLAM, B.C.
V3C 2A8

TELEPHONE: 944 - 5411
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PARKS & RECREATION DEPARTMENT
2253 LEIGH SQUARE
PORT COQUITLAM, B.C.
V3C 3B8

TELEPHONE: 944 - 5411
FAX: 944 - 5405

April 2, 1992

Port Coquitlam Women's Centre
Lynn Brown
2420 Mary Hill Road
Port Coquitlam, B.C.
V3C 3B1

Dear Lynn,

Re: Port Coquitlam & Area Women's Centre Lease

Enclosed is a copy of a proposed lease between the City and the Women's Centre.

Have a look through it and let me know if you have any concerns. I would like to take it to Council in May 1992.

See you soon!

Yours truly,

A handwritten signature in cursive script, appearing to read "Janna Taylor".

Janna Taylor
Parks & Recreation Director

/sd

File No. 301.5

Encl.

AM

MACKENZIE MURDY & McALLISTER

BARRISTERS & SOLICITORS

FAX (604) 689-9029
TELEPHONE (604) 689-5253

31ST FLOOR FOUR BENTALL CENTRE
1055 DUNSMUIR STREET
P. O. BOX 49059
VANCOUVER, CANADA V7X 1C4

February 25, 1992

VIA FAX

Ms. K. Janna Taylor
Parks & Recreation Director
City Hall
Port Coquitlam, B.C.
V3C 2A8

Dear Janna:

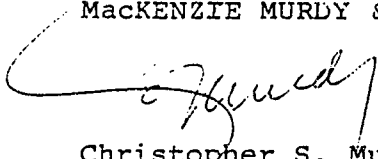
Re: Port Coquitlam and Area Womens' Centre Lease
Our File No. 1262

Further to your request, enclosed is draft simple Lease between the City and the Womens' Centre.

We have not included any insurance requirement, but the lease could be revised to include one if you wish.

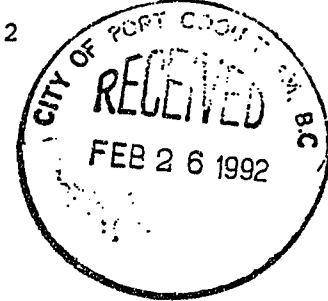
Yours truly

MACKENZIE MURDY & McALLISTER


Christopher S. Murdy

CSM/jg/2112/CSM243
Enclosure

cc: Bryan R. Kirk, City Administrator



5/12

THIS AGREEMENT dated for reference the ____ day of _____, 1992 and made under the Land Transfer Form Act, Part 2.

BETWEEN:

CORPORATION OF THE CITY OF PORT COQUITLAM
City Hall
2580 Shaughnessy Street
Port Coquitlam, B.C.
V3C 2A8

(hereinafter called the "Landlord")

AND:

PORT COQUITLAM and
AREA WOMENS' CENTRE
2420 Mary Hill Road
Port Coquitlam, B.C.
V3C 3B1

(hereinafter called the "Tenant")

WHEREAS the Landlord has agreed to lease premises to the Tenant and the Tenant has agreed to lease from the Landlord, on the terms and conditions set out herein, the following premises owned by the Landlord in the City of Port Coquitlam, in the Province of British Columbia at 2420 Mary Hill Road (the "Premises");

NOW THEREFORE the parties in consideration of the terms, conditions and agreements contained herein, hereby covenant and agree as follows:

DEMISE

1. The Landlord hereby grants and demises to the Tenant a Lease of the Premises for a period of five years, commencing from the date first written above.
- m

RENT

2. The rent payable pursuant to this Lease shall be \$1.00 per year, payable in advance, the receipt whereof for the term of this Lease is hereby acknowledged by the Landlord.

LANDLORD'S COVENANTS

3. (a) The Landlord covenants and agrees to provide quiet enjoyment of the Premises for so long as all covenants and agreements contained in the Lease are adhered to and complied with by the Tenant.

(b) The Landlord covenants and agrees to pay for heat and light utility charges for the Premises and to be responsible for any major repairs.

TENANT'S COVENANTS

4. The Tenant hereby covenants and agrees:

(a) to pay rent;

(b) to repair, it being understood between the Tenant and the Landlord that the Tenant is not responsible for any major structural repairs or any major electrical, plumbing or heating repairs;

(c) to show receipts;

(d) that the Landlord may enter and view the state of repair, and that the Tenant will repair according to notice;

mk

- (e) to keep the Premises in a neat, tidy and clean condition;
- (f) to report any damage to the Landlord immediately;
- (g) to not make any internal structural changes to the Premises without the Landlord's prior written approval;
- (h) to maintain the outside grounds in a neat and tidy condition;
- (i) that it will not assign without leave;
- (j) that it will not sublet without leave;
- (k) that it will leave the Premises in good repair; and
- (l) proviso for re-entry by the Landlord on non-payment of rent, or non-performance of covenants.

INDEMNIFICATION

5. The Tenant shall indemnify and save the Landlord, its officers, employees, servants, agents and elected officials harmless from and against any and all claims, actions, causes of action, debts or demands of any nature or kind whatsoever, whenever arising, whether known or unknown, made by any person and arising out of or in any way connected to the Tenant's use of or presence in the Premises or on the lands on which the Premises are located or the actions of the Tenant or its officers, employees, invitees or guests in the Premises or on the lands on which the Premises are located, including property damages,

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personal injury or death.

TERMINATION

6. The Tenant acknowledges that the City may in its sole discretion, if circumstance arise beyond the City's control, terminate this Lease on the provision of 30 days' notice in writing to the Tenant.

GENERAL PROVISIONS

7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns, employees, agents, officers, elected officials and invitees; the masculine shall include the feminine, body politic or body corporate and the singular shall include the plural as the context and the parties so require; time is of the essence and any notice required to be given shall be sufficiently given if delivered to the parties at the respective address first shown above and shall be deemed to have been received on the earlier of personal service or five days after acceptance for mailing by Canada Post Office to the address shown above or such other address as may be given from time to time by one party to the other pursuant to this Agreement.

CJH

WHEREFORE the parties hereto have hereunto affixed their respective seals before the duly noted authorized signatories as of the date first written above:

The Corporate Seal of the)
Corporation of the City of)
Port Coquitlam was hereunto)
affixed the day of)
, 1992 in the)
presence of:)

MAYOR)

CITY CLERK)

The Corporate Seal of the Port)
Coquitlam and Area Womens')
Centre was hereunto affixed the)
day of ,1992)
in the presence of:)

AUTHORIZED SIGNATORY)

AUTHORIZED SIGNATORY)

CSM/jg/2113/CSM47

C/S

C/S

SM



Office of the Mayor — THE CITY OF PORT COQUITLAM

2580 Shaughnessy Street,
Port Coquitlam, B.C. V3C 2A8

Fax: 464-3524
Phone: 941-5411

April 29, 1992

Mr. Ken Heys, Secretary
Old Age Pensioners' Organization
P.O. Box 305
Port Coquitlam, British Columbia
V3C 4K6

Dear Mr. Heys:

Thank you for your letter dated April 25, 1992 concerning the 1992 May Day Festival and the Bingo organized by the O.A.P.O. for the 1990 and 1991 May Days.

I have referred the matter to the City's Parks and Recreation Committee. K. Janna Taylor is the staff resource person on that Committee and I am sure you will be hearing from her in due course.

I appreciate your writing to me with your concerns.

Yours sincerely,

A handwritten signature in cursive script, appearing to read "Len Traboulay".

Mayor Len Traboulay

c.c.: Parks and Recreation Committee
K. Janna Taylor, Director, Parks & Recreation

mk

Old Age Pensioners' Organization

PORT COQUITLAM BRANCH No. 21

P. O. BOX 305, PORT COQUITLAM, B.C. V3C 4K6

April 25, 1992.

Worship Mayor Traboulay
The City Of Port Coquitlam.
2580, Shaughnessy St.
Port Coquitlam
V3C 2A8.

Your Worship,

The Executive of the O.A.P.O. Branch #21 of Port Coquitlam would like to draw your attention to a situation that is giving us great concern.

We were asked to organize and run the Bingo in the Arena for the 1990 and 1991 May days, which we did with only moderate financial success, because both years the Callers voice was many times drowned out by the volume of the music being played there. In fact, due to the Bingo players complaints about this noise, we found it necessary to close early.

A request was made to Wilson Centre that in 1992 the Bingo be moved out of the Arena, but that the suggested Mabbit Room was not suitable because of the stairs.

We are now told that the Mayday Committee have changed the format for Mayday 1992, and this made Wilson Centre available for the Bingo... But...WE WERE NOT INFORMED...NOR WERE WE ASKED IF O.A.P.O. wanted to continue with this event.

Therefore, it really shocked us to hear an announcement at the Wilson Centre Quarterly meeting in March that the Bingo would indeed be held in the Wilson Centre, but as part of the Wilson Centre Activities.

We are offended at the way this was handled, and feel that this is only causing bad feelings at a time when we should be improving the co-operation and relationship between our organization and Wilson Centre.

We would appreciate the opportunity to discuss this matter with you in more detail, and thank you for any co-operation you can give us.

Yours sincerely,

K. Heys.
K. Heys. Secretary.

**THE CORPORATION OF THE
CITY OF PORT COQUITLAM**

MEMORANDUM

May 4, 1992

TO: K. Janna Taylor, Parks & Recreation Director

FROM: Larry J. Wheeler, Recreation Manager/Deputy Director

SUBJECT: Sign Policy Exception - Intermediate/Junior/Senior
Lacrosse

Summary:

A Sign Bylaw (attached) was adopted in 1992 by City Council. The Community Sign portion of this bylaw controls signage opportunities on the corner lot at Pitt River Road/Shaugnessy Street and at the Shaugnessy Street/Centennial Pool area. This Bylaw limits the size of signs to a maximum of 32 square feet and limits the posting time to 4 weeks.

The PoCo Saints Intermediate/Junior/Senior Lacrosse teams have requested (letter attached) permission to leave their signs up to allow the leagues to promote their upcoming games until the end of their season (approximately the end of July). A similar request to extend the timeframe outlined in the City of Port Coquitlam's Community Sign Policy was turned down in 1990 and approved in 1991.

Recommendation:

It is recommended that the request received from the PoCo Saints Intermediate/Junior/Senior Lacrosse teams, to keep their signs in place until the end of the season (July 31, 1992), be approved.

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Purpose/Problem:

To provide information and a recommendation for consideration by the Parks and Recreation Committee regarding a request received from the PoCo Saints Intermediate/Junior/Senior Lacrosse teams to keep their signs up until approximately the end of July.

History/Background:

City Council established a policy in 1990 limiting the length of time that a community sign may remain up at the corner lot Pitt River Road/Shaugnessy Street and at the Shaugnessy Street/Centennial Pool area. This policy also introduced a deposit which is forfeited in the event that the City must remove the sign.

In 1992, City Council formally adopted Bylaw No. 2638 (A Bylaw to Regulate Signs). This bylaw formally establishes as law many of the principles outlined in the original Community Sign Policy.

The PoCo Saints Intermediate/Junior/Senior Lacrosse teams would like to post their signs beginning in May through to approximately the end of July. They would use the sign (by changing the date) to promote their upcoming league games.

Alternatives:

Two alternatives were considered:

1. Approve the Request.
2. Deny the Request.

1. Approve the request and permit the signs to remain in place until the end of their season.

Advantages:

- If the signs are kept current, it permits the team to promote upcoming games in high visibility areas.
- Demonstrates a "spirit of support" on behalf of the City of Port Coquitlam.
- Consistent with our adopted Service Objective to encourage exposure to sporting events.
- Recognizes the fact that three leagues are addressed in this request. Each league is permitted to install a sign for a period of four weeks.

Disadvantages:

- Other organizations may request the same consideration.

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2. Deny the request and require that the signs be removed at the end of the four week period.

Advantages:


- Consistent with the terms of Bylaw No. 2638.

Disadvantages:

- May be perceived as a "vote of non-support" from the City.
- Attendance at league games may be negatively impacted.
- Applicant may request each league to apply for a four week period (a total of twelve weeks).

Conclusion:

Denial of this request would not be well received by the PoCo Saints Intermediate/Junior/Senior Lacrosse teams. In addition, denial of this request would be inconsistent with our goal of encouraging the development of sport in Port Coquitlam and would not be consistent with the intent of the City Sign Bylaw.


Larry J. Wheeler

LJW/pg

File No: 106.2 & 1201.5

JNL

MARCH 23, 1992

TO: PORT COQUITLAM PARKS AND RECREATION DEPT.

FROM: REG THOMPSON , PRESIDENT, PORT COQUITLAM LACROSSE COUNCIL.

SUBJECT: SIGNS AT PRAIRIE AND LOUGHEED, PRAIRIE AND PITT RIVER
ADVERTISING HOME NIGHTS AND OPPONENTS FOR INTERMEDIATE
JUNIOR AND SENIOR LACROSSE.

REQUEST:

As our season starts at the beginning of May and finishes at the end of July we would like to be able to have our signs displaying our home night and opponent for the length of the season.

These signs are professionally made and checked each week when the opponents name is changed. This will ensure that they do not become unsightly. We have had very positive response from our fans regarding the information as to who our opponents are on a particular week. I am sure we would all like to see a packed arena every night and this is our effort at accomplishing that.

WE WOULD LIKE TO SEE PORT COQUITLAM RESURGE AS THE HOT BED OF LACROSSE IT ONCE WAS.

We are cleaning up the signs in anticipation of your positive response.

Thank you for Lacrosse

REG THOMPSON

CITY OF PORT COQUITLAM
Parks & Recreation Dept.

MAR 24 1992

FILE #

DATE

(3) Bench signs, provided that:

- (a) The bench has been authorized pursuant to the highway use bylaw, if located on a highway or public place.
- (b) Every person placing any bench sign on public property shall maintain and repair the bench and bench sign to the satisfaction of the City Engineer.
- (c) Not more than four bench signs shall be permitted at each bus shelter.
- (d) The total sign area of all the signs at a bus shelter shall not exceed 4.5 m² (48.4 sq. ft.).
- (e) The total sign area of all the signs on each bus bench shall not exceed 1.5 m² (16.15 sq. ft.).

(4) Community Signs, provided that:

- (a) The sign area of a community sign shall not exceed 3.0 m² (32 sq. ft.).
- (b) Community signs may be displayed for a period of four weeks only.
- (c) Non-profit preschools may display community signs twice a year to advertise their registration dates.
- (d) Notwithstanding paragraph (b) and Section 2.8, Council may by resolution authorize the posting of community signs promoting public safety, security or health in designated locations on City property or within municipal highway rights of way, for any duration.

(5) Directional Signs in a parking lot or parking area, as fascia or freestanding signs, provided that:

- (a) The sign area of each directional sign shall not exceed 0.6 m² (6.459 sq. ft.).
- (b) Setbacks shall be maintained as follows:
front 1 m. (3.3 ft.); side 3 m. (9.8 ft.); rear 3 m. (9.8 ft.)
- (c) The maximum height of a directional sign shall be 1.22 m. (4 ft.).
- (d) A directional sign may be indirectly illuminated only.

"Clearance"	means the minimum unobstructed space between a sign and the ground surface beneath any part of the sign;
"Commercial Sign"	means a sign advertising a business;
"Community Sign"	means a temporary sign advertising a community service;
"Community Service"	means a service, excluding any business, carried on by a non-profit organization for the betterment of the community;
"Copy"	means the text, illustrations and symbols on a sign;
"Copy Area"	means the area within the shortest line surrounding the copy;
"Corner Site"	means a site at the intersection of two or more streets;
"Development Sign"	means a temporary sign indicating that a construction or development project is planned or underway;
"Directional Sign"	means a sign which only communicates information regarding pedestrian or vehicular movement on the parcel on which the sign is located;
"Fascia Sign"	means a flat sign affixed on and parallel to the wall of a building, not extending beyond the horizontal width of the building nor above the roof line of the building;
"Flashing Sign"	means a sign which includes or reflects an intermittent or flashing light source but excludes an automatic changeable copy sign indicating time, temperature, date or electronically controlled messages;
"Freestanding Sign"	means a sign supported by a sign structure fixed to the ground and independent from any other building or structure;

April 28, 1992

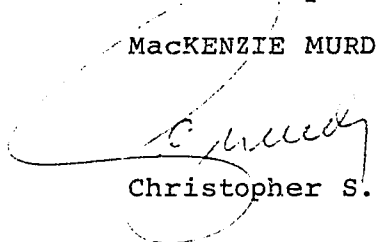
accordingly, on a preliminary review of the Agreement, it does not seem that Genstar can "pull the \$400,000" if there is no agreement on the appropriate community facility; and

3. the City's "control" is affected by the potential uncertainty in the Agreement as well as questions regarding validity of the entire arrangement which were discussed in our earlier letters to the City -- however, insofar as the issue of the parks is concerned, the better view is that the City has considerable control over the nature of the community facility -- this is buttressed by Section 19(a) which stipulates that the Developer must provide security for completion of the park site improvements: "until such time as the improvements have been completed and are accepted by the City".

The writer is available for the Parks and Recreation Committee Meeting on Monday, May 4, 1992 -- please advise if you require our attendance.

Yours truly

MacKENZIE MURDY & McALLISTER



Christopher S. Murdy

CSM/jg/2902/CSM261

cc: Bryan R. Kirk, City Administrator

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