

City of Kelowna

Regular Council Meeting

AGENDA



Monday, March 7, 2016
1:30 pm
Council Chamber
City Hall, 1435 Water Street

Pages

1. Call to Order

This meeting is open to the public and all representations to Council form part of the public record. A live audio and video feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.

2. Confirmation of Minutes

3 - 7

PM Meeting - February 29, 2016

3. Development Application Reports & Related Bylaws

3.1 468 Barkley Road, Z15-0067 - Wayne & Lisa Heinen

8 - 22

To rezone the subject property from RU1, Large Lot Residential to RU1c, Large Lot Residential with Carriage House, to facilitate the development of a carriage house.

3.2 468 Barkley Road, BL11208 (Z15-0067) - Wyane & Lisa Heinen

23 - 23

To give Bylaw No. 11208 first reading in order to rezone the subject property to facilitate the development of a carriage house.

4. Non-Development Reports & Related Bylaws

4.1 Okanagan Rail Corridor - Status Report

24 - 27

To update Council on the progress of the Inter-jurisdictional Development Team (IDT) regarding development of a trail along the route of the transportation corridor that is the old CN Rail line.

4.2 Amendment No. 2 to Development Cost Charge Bylaw No.10515

28 - 47

To inform Council about the proposed changes to the Development Cost Charge Bylaw.

4.3 BL11207 - Amendment No. 2 to Development Cost Charge Bylaw No. 10515 48 - 49

To give Bylaw No. 11207 first reading in order to amend the City of Kelowna's Development Cost Charge Bylaw.

4.4 Downtown Kelowna Association - 2016 Budget 50 - 64

To authorize the 2016 levy on Class 5 light industry and Class 6 business / other properties located within the Downtown Business Improvement area.

4.5 Uptown Rutland Business Association- 2016 Budget 65 - 76

To authorize the 2016 levy on Class 5 light industry and Class 6 business/other properties located within the Uptown Rutland Business Improvement Area.

4.6 Portion of Road of Bowes Street - Rescinding of Road Closure Bylaw No. 5158-81 77 - 79

To rescind a previous road closure bylaw for a portion of Bowes Street between Glenwood Avenue and Guisachan Road.

4.7 BL11204 - Repeal Road Closure Bylaw No. 5158-81 80 - 80

To give Bylaw No. 11204 first, second and third readings in order to repeal Road Closure Bylaw No. 5158-81.

4.8 1844 Dewdney Road, Community Dock - Licence of Occupation - Community Dock 81 - 105

To seek Council approval for the acquisition of a Licence of Occupation for \$1.00 for a 30-year term from the Province for the purpose of a community dock.

5. Bylaws for Adoption (Non-Development Related)

5.1 540 Osprey Avenue (Portion of laneway adjacent to), BL11180 - Road Closure Bylaw 106 - 107

Mayor to invite anyone in the public gallery who deems themselves affected by the proposed road closure to come forward.

To adopt Bylaw No. 11180 in order to authorize the City to authorize the City to permanently close and remove the highway dedication of a portion of highway adjacent to Osprey Avenue.

6. Mayor and Councillor Items

7. Termination



City of Kelowna

Regular Council Meeting Minutes

Date: Monday, February 29, 2016
 Location: Council Chamber
 City Hall, 1435 Water Street

Members Present Mayor Colin Basran, Councillors Maxine DeHart, Ryan Donn, Tracy Gray, Charlie Hodge, Brad Sieben, Mohini Singh and Luke Stack

Members Absent Councillor Gail Given

Staff Present City Manager, Ron Mattiussi; City Clerk, Stephen Fleming; Planner, Laura Bentley*; Long Range Policy Planning Manager, James Moore*; Urban Planning Manager, Terry Barton*; Suburban & Rural Planning Manager, Todd Cashin*; Sustainability Coordinator, Tracy Guidi*; Parking Services Manager, Dave Duncan*; Council Recording Secretary, Arlene McClelland

(* Denotes partial attendance)

1. Call to Order

Mayor Basran called the meeting to order at 1:31 p.m.

Mayor Basran advised that the meeting is open to the public and all representations to Council form part of the public record. A live audio feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.

2. Confirmation of Minutes

Moved By Councillor Hodge/Seconded By Councillor Gray

R156/16/02/29 THAT the Minutes of the Regular Meetings of February 22, 2016 be confirmed as circulated.

Carried

3. Development Application Reports & Related Bylaws

3.1 Regional Context Statement, OCP16-0002 - City of Kelowna

Staff:

- Displayed a PowerPoint Presentation summarizing the Official Community Plan Amendments.

Moved By Councillor Stack/Seconded By Councillor Singh

R157/16/02/29 THAT Official Community Plan Bylaw Text Amendment Application No. OCP16-0002 to amend Kelowna 2030 - Official Community Plan Bylaw No. 10500 by replacing the Regional Context Statement as outlined in the Report from the Planner II dated February 29, 2016, be considered by Council;

AND THAT Council direct staff to submit the Official Community Plan Amending Bylaw to the Regional District of Central Okanagan for acceptance by the Regional Board;

AND THAT Council considers the public hearing process to be appropriate consultation for the purpose of Section 475 of the *Local Government Act*, as outlined in the Report from the Planner II dated February 29, 2016;

AND FURTHER THAT the Official Community Plan Amending Bylaw be forwarded to a Public Hearing for further consideration once the Regional Board accepts the Regional Context Statement.

Carried

3.2 BL11205 (OCP16-0002) - Amendment to Chapter 2 - Regional Context

Moved By Councillor Gray/Seconded By Councillor Donn

R158/16/02/29 THAT Bylaw No. 11205 be read a first time;

AND THAT the bylaw has been considered in conjunction with the City's Financial Plan and Waste Management Plan.

Carried

3.3 875 Graham Road, Z15-0063 - Joseph & Cindy Burd

Staff:

- Displayed a PowerPoint Presentation summarizing the application and responded to questions from Council.

Moved By Councillor Hodge/Seconded By Councillor Gray

R159/16/02/29 THAT Rezoning Application No. Z15-0063 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of the south portion of Lot 1 Section 22 Township 26 ODYD Plan 19161, located at 875 Graham Road, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU2 - Medium Lot Housing zone and by changing the zoning classification of the north portion of Lot 1 Section 22 Township 26 ODYD Plan 19161, located at 875 Graham Road, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU2c - Medium Lot Housing with Carriage House zone as shown on Map "A" attached to the Report from the Community Planning Department dated January 22, 2016, be considered by Council;

AND THAT the Rezoning Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Community Planning Department dated January 29, 2016;

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered subsequent to the issuance of a Preliminary Layout Review Letter by the Approving Officer.

Carried

3.4 875 Graham Road, BL11206 (Z15-0063) - Joseph & Cindy Burd

Moved By Councillor Hodge/Seconded By Councillor Donn

R160/16/02/29 THAT Bylaw No. 11206 be read a first time.

Carried

4. Bylaws for Adoption (Development Related)

4.1 1470 Guisachan Place, BL10954 (Z14-0009) - Sohayl & Sholen Ghadirian

Moved By Councillor Gray/Seconded By Councillor Hodge

R161/16/02/29 THAT Bylaw No. 10954 be adopted.

Carried

4.2 1980 Saucier Road, BL11065 (Z14-0034) - Emil Anderson Construction Co. Ltd.

Moved By Councillor Hodge/Seconded By Councillor Gray

R162/16/02/29 THAT Bylaw No. 11065 be adopted.

Carried

4.3 1889 Spall Road, BL11190 (OCP15-0001) - Simple Pursuits Inc.

Moved By Councillor Stack/Seconded By Councillor DeHart

R163/16/02/29 THAT Bylaw No. 11190 be adopted.

Carried

4.4 1889 Spall Road, BL11191 (Z15-0002) - Simple Pursuits Inc.

Moved By Councillor DeHart/Seconded By Councillor Stack

R164/16/02/29 THAT Bylaw No. 11191 be adopted.

Carried

4.5 619 McClure Road, BL11196 (Z15-0061) - Folio Building Group Inc.

Moved By Councillor Singh/Seconded By Councillor DeHart

R165/16/02/29 THAT Bylaw No. 11196 be adopted.

Carried

4.6 665 Harmony Court, BL11197 (Z15-0035) - John & Nicolette Keith

Moved By Councillor Singh/Seconded By Councillor DeHart

R166/16/02/29 THAT Bylaw No. 11197 be adopted.

Carried

5. Non-Development Reports & Related Bylaws

5.1 Agricultural Plan Update

Staff:

- Displayed a PowerPoint Presentation summarizing the update to the 1998 Agricultural Plan and responded to questions from Council.

Moved By Councillor Donn/Seconded By Councillor Hodge

R167/16/02/29 THAT Council receives, for information, the report from the Sustainability Coordinator dated February 11, 2016, with respect to Agricultural Plan Update.

Carried

5.2 Complimentary Downtown Parking for Small Shop Promotion in 2016

Staff:

- Displayed a PowerPoint Presentation summarizing the complimentary parking initiative and responded to questions from Council.

Moved By Councillor DeHart/Seconded By Councillor Sieben

R168/16/02/29 THAT Council receives for information, the report from the Manager, Parking Services dated February 29, 2016, with respect to no-charge downtown parking on two (2) dates in 2016;

AND FURTHER THAT Council approves waiving on-street parking fees in the downtown area on the following two (2) dates:

Saturday, April 16th, 2016 Saturday, October 22th, 2016

Carried

6. Bylaws for Adoption (Non-Development Related)

6.1 BL11185 - Heritage Procedures Bylaw

Moved By Councillor DeHart/Seconded By Councillor Sieben

R169/16/02/29 THAT Bylaw No. 11185 be adopted.

Carried

7. Mayor and Councillor Items

Councillor Gray:

- Congratulated three students from the KSS Jazz Program for placing first in a Jazz Festival held in Idaho last week.

Councillor Hodge:

- Reminder of the SILGA Convention to be held in Kelowna in April.
- Will be representing the Mayor at the upcoming Farmers Market Banquet and Awards on March 5th at Sandhill Winery.

Councillor DeHart:

- Spoke to being a judge for the Canstruction Food Bank Fundraiser event at Orchard Park Mall.

Councillor Stack:

- Represented the Mayor at the 90th Anniversary of the Kiwanis Music Festival.
- Spoke to the recent Council correspondence regarding tonnage fees for railway ties noting some confusion over how it should be classified and what fee to be charged.

City Manager:

- Read response from City staff to Council regarding railway ties tonnage fee charges.

8. Termination

This meeting was declared terminated at 2:10 p.m.

Mayor

/acm



City Clerk

REPORT TO COUNCIL



Date: March 7, 2016

RIM No. 1250-30

To: City Manager

From: Community Planning Department (TB)

Application: Z15-0067

Owner: Wayne Daryle Heinen,
Lisa Marie Cayer Heinen

Address: 468 Barkley Rd

Applicant: Wayne Daryle Heinen

Subject: Rezoning Application

Existing OCP Designation: S2RES - Single/Two Unit Residential

Existing Zone: RU1 - Large Lot Housing

Proposed Zone: RU1c - Large Lot Housing with Carriage House

1.0 Recommendation

THAT Rezoning Application No. Z15-0067 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 16, DL 167, ODYD, Plan 13550, located on 468 Barkley Road, Kelowna, BC from the RU1, Large Lot Housing, to RU1c, Large Lot Housing with carriage house zone, be considered by Council;

AND THAT the Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Community Planning Department dated (January 25, 2016);

AND FURTHER THAT final adoption of the Rezoning Bylaw be considered in conjunction with Council's consideration of a Development Variance Permit and Development Permit for the subject property.

2.0 Purpose

To rezone the subject property from RU1, Large Lot Residential to RU1c, Large Lot Residential with Carriage House, to facilitate the development of a carriage house.

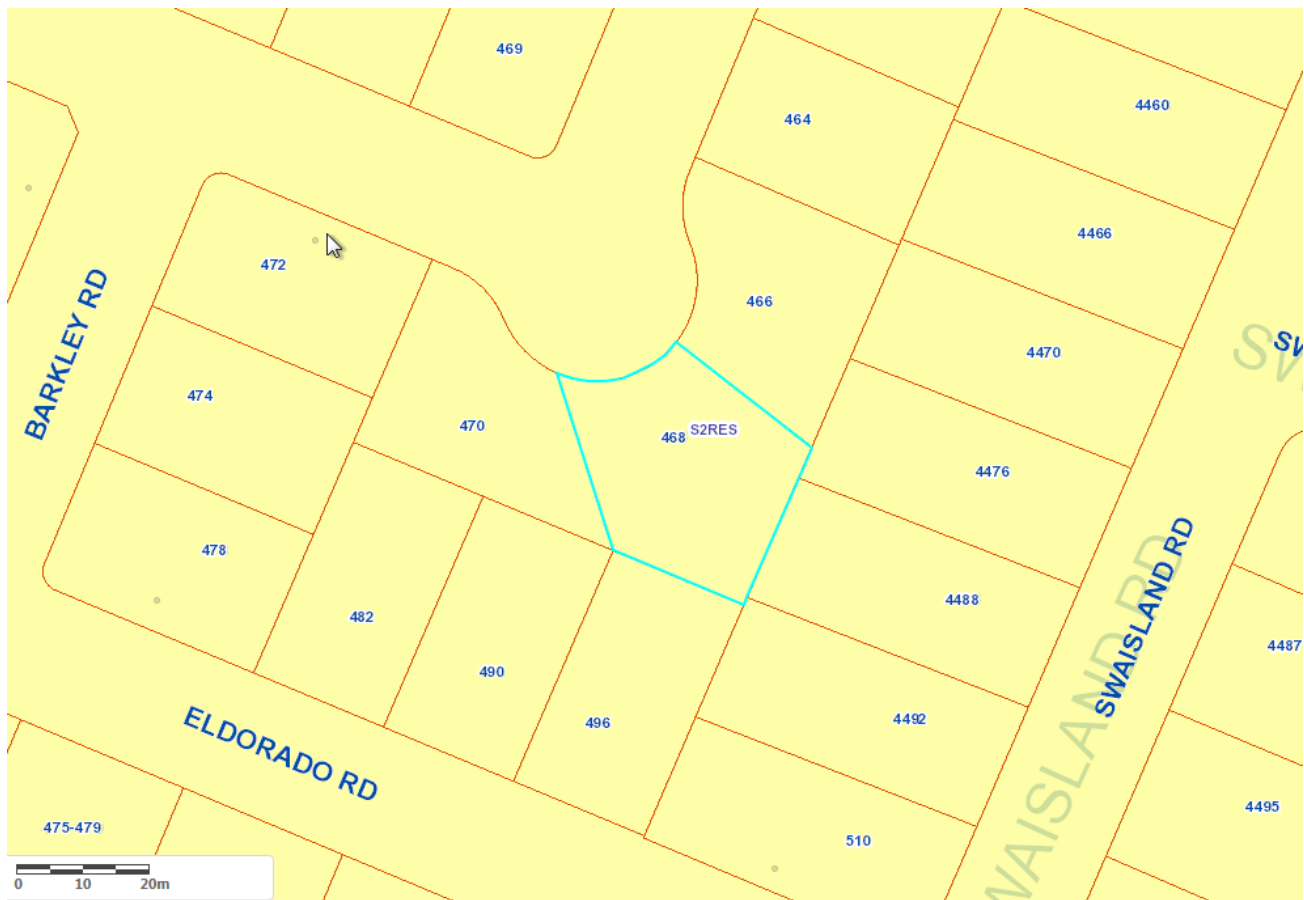
3.0 Community Planning

Community Planning Staff supports the request to rezone the subject property from the RU1 - Large Lot Housing zone to the RU1c - Large Lot Housing with Carriage House zone to facilitate the

development of a carriage house. The proposal is consistent with the Official Community Plan Future Land Use Designation of S2RES - Single/Two Unit Residential and with the OCP policy of Compact Urban Form. The applicant is proposing to convert an existing accessory building to a carriage house dwelling. The applicant will be working with City Staff to bring the building to a standard required for a dwelling as per the BC Building Code as well as Zoning Bylaw No 8000.

In accordance with Council Policy No. 367, the applicant completed neighbourhood consultation by contacting neighbouring properties within 50 m. To date, Staff has received 3 emails and 1 phone call of non-support from neighbors. The general concerns included changing the density and character of the neighbourhood from single unit housing to two-unit housing, potential parking issues, and non-support of rental units.

OCP Future Land Use Map: 468 Barkley Rd



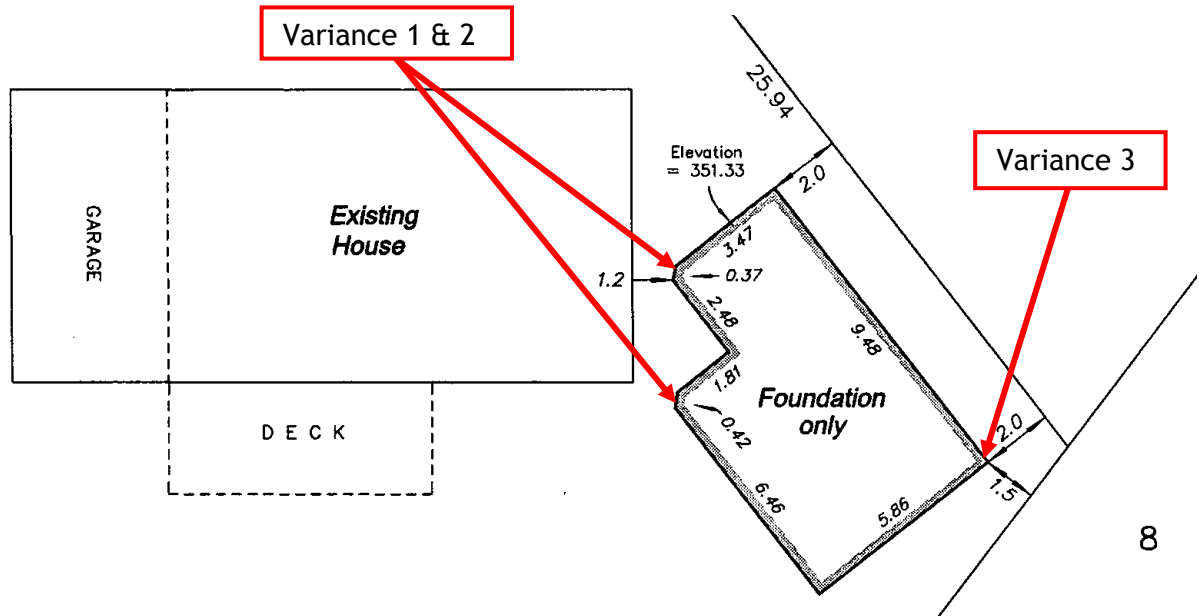
4.0 Proposal

4.1 Background

The subject property contains a single story 1960's bungalow and one accessory building. The proposed conversion of the accessory building would create a one-bedroom carriage house with driveway parking and private open space beside. The accessory building was constructed in 2011 with the required building permit.

4.2 Project Variances

The proposed conversion requires 3 variances for setbacks, which met the zoning requirements for an accessory building but not for a carriage house. Two variances are for setbacks between the principal dwelling and the carriage house from 3.0m required to 1.20m proposed at the two east corners of the proposed carriage house. The third variance is for rear yard setback from 2.0m required to 1.52m proposed.



A small attached greenhouse will be removed from this accessory building as a function of this application in order to maintain the 2.0m setback to the adjacent property to the north. Parking requirements are met in the existing driveways, and each dwelling has 30m² of private outdoor space. Should Council support this rezoning application, Staff will bring forth a Development Permit and Development Variance Application for formal consideration by Council.

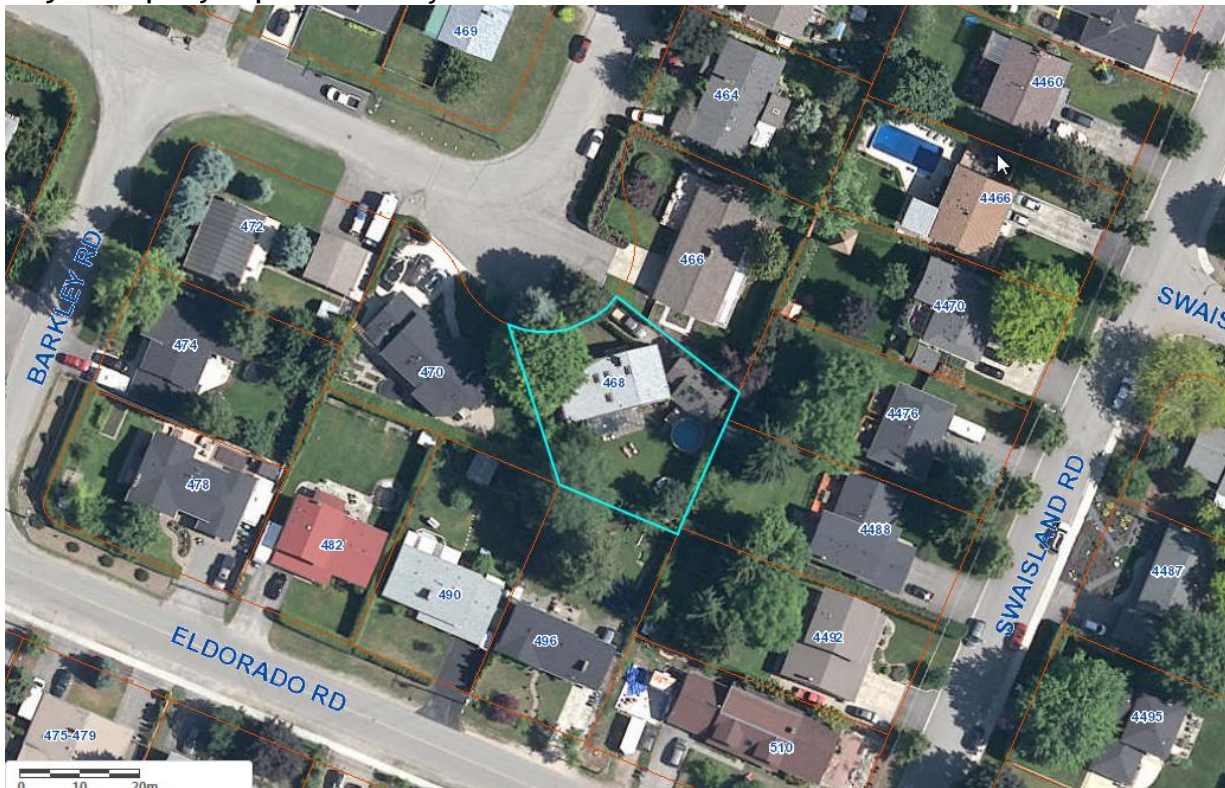
4.3 Site Context

The subject property is located east of Lakeshore Road and south of Sarsons Road in North Mission within the Permanent Growth Boundary.

Adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 - Large Lot Housing	S2Res - Single/Two Unit Residential
East	RU1 - Large Lot Housing	S2Res - Single/Two Unit Residential
South	RU1 - Large Lot Housing	S2Res - Single/Two Unit Residential
West	RU1 - Large Lot Housing	S2Res - Single/Two Unit Residential

Subject Property Map: 468 Barkley Road



4.4 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RU1c	PROPOSAL
Existing Lot		
Minimum Lot Area	550 m ²	1245 m ²
Minimum Lot Width	16.5 m	30 m
Minimum Lot Depth	30.0 m	41 m
Development Regulations		
Maximum Site Coverage of all buildings	40%	21%
Maximum Site Coverage of all buildings, driveways, and parking	50%	25.9%
Maximum Site Coverage of all accessory buildings	20%	6.8%
Maximum Height	Less than the principal dwelling	Less than the principal dwelling
Minimum Front Yard	6 m	15.39 m
Minimum Side Yard (north)	2.0 m	2.0 m
Minimum Side Yard (south)	2.0 m	Greater than 2.0 m
Minimum Rear Yard	2.0 m	1.52 m ❶
Minimum Setback to Principal Dwelling	3.0 m	1.20 m ❷❸
Other Regulations		
Minimum Parking Requirements	3 stalls	>3 stalls
Minimum Private Open Space	30 m ² Each Dwelling	>30 m ² Each Dwelling
❶ Indicates a requested variance to the minimum rear yard.		
❷ ❸ Indicates 2 requested variances to the setback from the principal dwelling.		

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

Compact Urban Form.¹ Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

6.0 Technical Comments

6.1 Building & Permitting Department

- Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permits.

¹ City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).

- Operable bedroom windows required as per the 2012 edition of the British Columbia Building Code (BCBC 12).
- Windows may be required to be reduced between structures and non-combustible cladding may be required. Designer to provide spatial calculations and fire rated assemblies as required.
- Full Plan check for Building Code related issues will be done at time of Building Permit applications.

6.2 Development Engineering Department

- Please see attached Schedule "A" dated January 25, 2016.

6.3 Fire Department

- The fire department has no issues with the zoning change
- Requirements of section 9.10.19 Smoke Alarms and Carbon Monoxide alarms of the BCBC 2012 are to be met.
- All units shall have a posted address on Barkley Rd. for emergency response and access
- Do not release BP until all life safety concerns are completed.

6.4 FortisBC Electric

- There are primary distribution facilities along Barkley Road. The applicant is responsible for costs associated with any change to the subject property's existing service, if any, as well as the provision of appropriate land rights where required.
- Otherwise, FortisBC Inc. (Electric) has no concerns with this circulation.
- In order to initiate the design process, the customer must call 1-866-4FORTIS (1-866-436-7847). It should be noted that additional land rights issues may arise from the design process but can be dealt with at that time, prior to construction.

7.0 Application Chronology

Date of Application Received: November 26, 2015
Date Public Consultation Completed: January 2, 2015

Report prepared by:

Trisa Brandt, Planner I

Reviewed by:



Terry Barton, Urban Planning Manager

Approved for Inclusion:



Ryan Smith, Community Planning Department Manager

Attachments:

Site Plan
Landscape Plan
Conceptual Elevations
Context/Site Photos
Schedule "A" Dated January 25, 2016

HS 43208 199908

B.C. LAND SURVEYOR'S CERTIFICATE



ON LOT 16, DISTRICT LOT 167,
O.D.Y.D., PLAN 13550

CIVIC ADDRESS: 468 BARKLEY ROAD

SCALE 1:250 All distances are in metres.

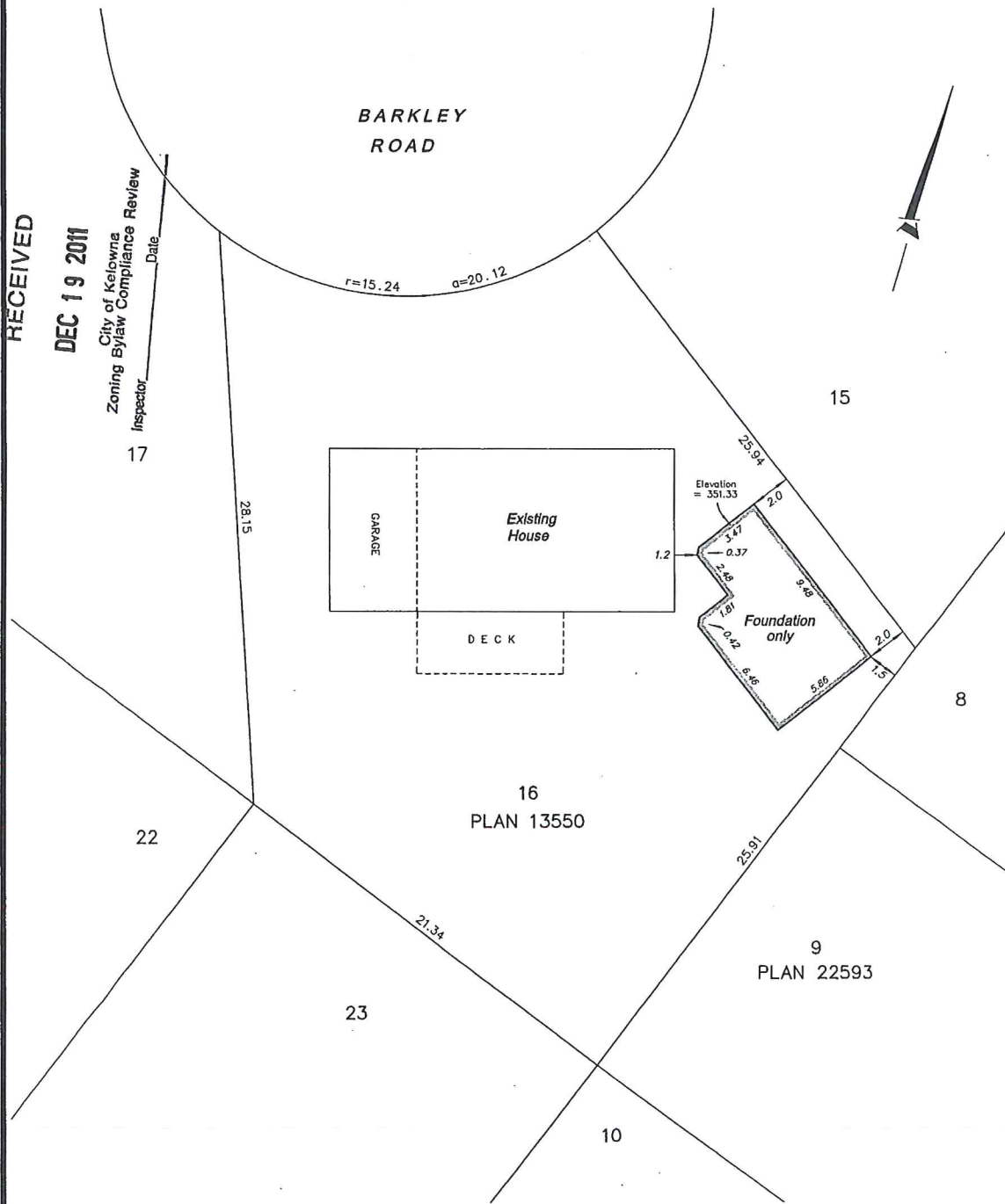
RECEIVED

DEC 19 2011

City of Kelowna
Zoning Bylaw Compliance Review
Inspector

Date

17



Certified correct this 16th day of December, 2011.

NEIL R. DENBY

B.C.L.S.

RUNNALLS DENBY

british columbia land surveyors

259A Lawrence Avenue
Kelowna, B.C. V1Y 6L2

Phone: (250)763-7322
Fax: (250)763-4413

Email: neil@runnallsdenby.com

CLIENT: HEINEN

FILE No: 13465 SC 2

THIS DOCUMENT IS NOT VALID UNLESS ORIGINALLY SIGNED
AND SEALED.

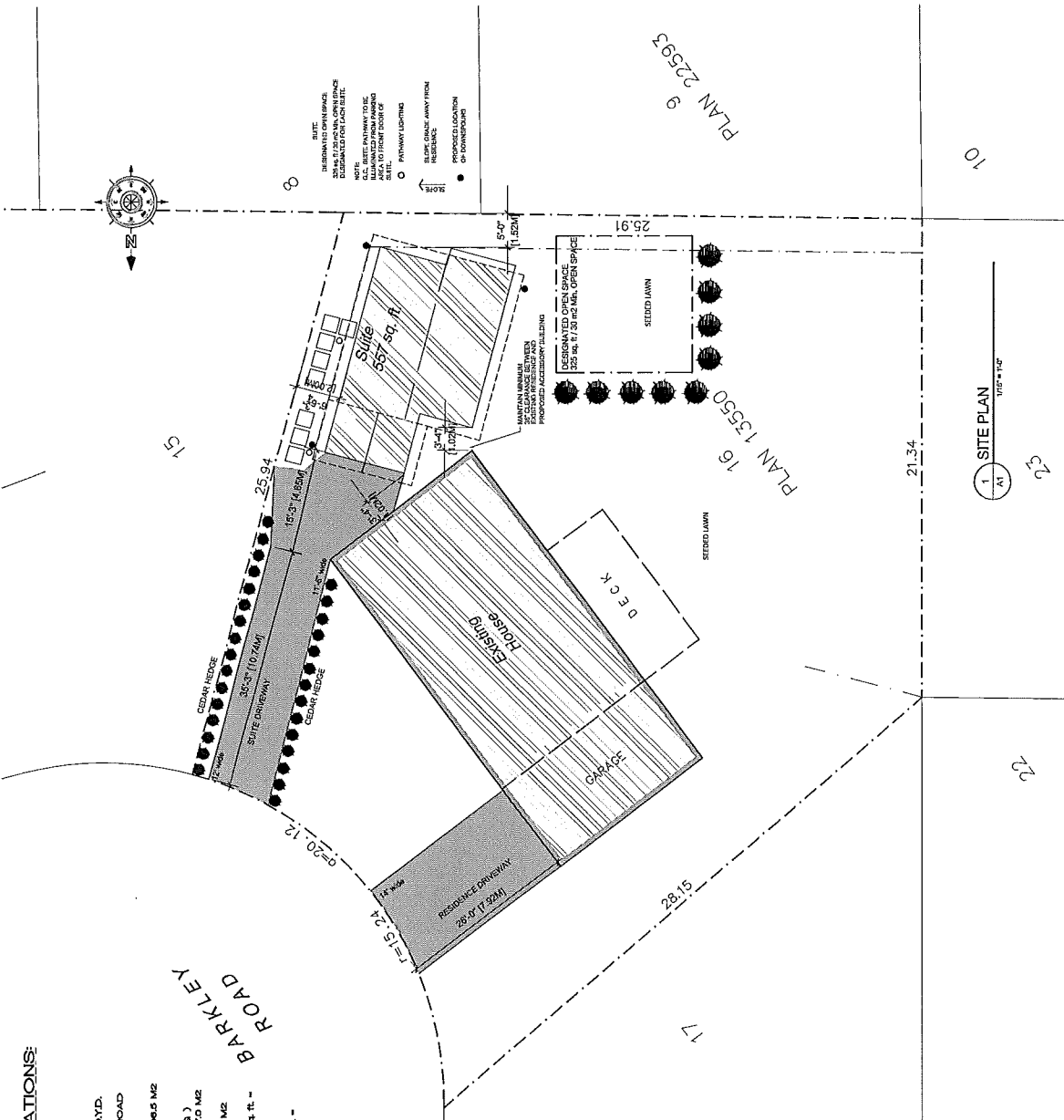
© THIS PLAN IS PROTECTED BY COPYRIGHT.

NO PERSON MAY COPY OR ALTER THIS CERTIFICATE WITHOUT
PRIOR CONSENT OF RUNNALLS DENBY.

THE DIMENSIONS SHOWN ON THIS CERTIFICATE ARE NOT TO
BE USED TO DEFINE PROPERTY BOUNDARIES.

SITE CALCULATIONS:

ZONING: R-U-1
 LEGAL ADDRESS: LOT 16
 MUNICIPAL ADDRESS: PLAN 13550 O.D.Y.D.
 MUNICIPAL ADDRESS: 488 BARKLEY ROAD
 MUNICIPAL ADDRESS: KELLOWNA, B.C.
 SITE AREA: 0.9964 ac. ft. / 896.5 M²
 BUILDING AREA: 1,475 sq. ft. / 137.0 M²
 RESIDENCE (EXISTING)
 SUITE CONVERSION
 557 sq. ft. / 517 M²
 SITE COVERAGE: 8.650 ac. ft. - 21 %
 HARD COVER: 2,509 / 9,650 ac. ft. - 25.92 %



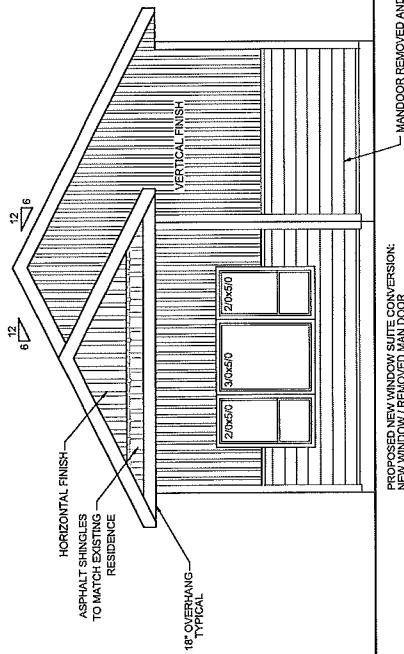
GENERAL NOTES:
 ALL WORK TO BE DONE IN COMPLIANCE WITH THE CURRENT
 RESIDENTIAL ZONING BY-LAW OF THE CITY OF KELLOWNA, B.C.
 AND THE BC BUILDING DEPARTMENT'S RESIDENTIAL
 BUILDING CODE, AS WELL AS ALL
 APPLICABLE LOCAL CODES AND BY-LAWS.
 ALL WORK SHALL BE PERFORMED IN ALL RESPECTS TO GOOD
 BUILDING PRACTICES.
 THE CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE SITE
 CONDITIONS, INCLUDING ALL EXISTING UTILITIES AND LEVELS TO BE VERIFIED
 BEFORE COMMENCING WITH CONSTRUCTION.
 ANY DISCREPANCIES, OMISSIONS AND ERRORS SHALL BE REPORTED TO
 THE OWNER AND THE DESIGNER FOR CORRECTION.
 WRITTEN DIMENSIONS TO BE FOLLOWED, "DO NOT SCALE THESE DRAWINGS."
 EXISTING FLOOR AND ROOF SYSTEMS, JOISTS AND TRUSSES ARE TO BE
 SEALED BY AN ENGINEER REGISTERED IN THE LOCAL AREA.
 SUBMIT ALL SHOP DRAWINGS TO THE AUTHORITY HAVING JURISDICTION
 FOR STRUCTURAL COMPONENTS BEFORE COMMENCING CONSTRUCTION.
 THE DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY VARIANCES FROM
 THE PERMITTED CONSTRUCTION AND SHALL BE RESPONSIBLE FOR ANY
 RESULTING FROM CONDITIONS ENCOUNTERED AT THE SITE AND IS THE SOLE
 RESPONSIBILITY OF THE OWNER AND CONTRACTOR.
 THE DESIGNER MAKES EVERY EFFORT TO PROVIDE COMPLETE AND ACCURATE
 INFORMATION, BUT DOES NOT GUARANTEE THE ACCURACY OF THE
 DIMENSIONS WHICH MAY AFFECT CONSTRUCTION. IT IS THE RESPONSIBILITY OF ALL
 TRADERS AND SUB-TRADERS TO CHECK AND VERIFY ALL DIMENSIONS AND DETAILS
 BEFORE CONSTRUCTION. ANY DISCREPANCIES BE FOUND ON THESE PLANS, PLEASE ADVISE OUR OFFICE SO WE
 CAN MAKE THE NECESSARY CORRECTIONS.
 PROTECT ALL TREES ON SITE, NOTED BY OWNER WITH FENCING PLACED
 DURING CONSTRUCTION.
 PROTECT NEIGHBOURS TREES AND PROPERTY FROM CONSTRUCTION DAMAGE.

PROJECT	W. HEIN
CLIENT	488 BARKLEY ROAD KELLOWNA, B.C.
DATE	2024.11.08
SCALE	1/8" = 1'-0"
DESIGNER	W. HEIN
CHECKED	W. HEIN
DATE	2024.11.08
REVISIONS	0

SCOPE OF PROJECT
 SUITE CONVERSION OF EXISTING
 GARAGE AND WORKSHOP

DRAWING LEGEND
 A0 SITE PLAN
 A1 EXISTING PHOTOGRAPHS
 A2 MAIN FLOOR / ROOF PLANS
 A3 ELEVATIONS
 A4 CROSS SECTIONS AND DETAILS

- NOTE:
1. ALL GUTTERS AND DOWNSPOUTS HAVE BEEN NOT SHOWN FOR CLARITY. DOWNSPUTS SHALL BE LOCATED AT THE CORNERS OF THE HOUSE. LOCATE DOWNSPOUTS IN A MANNER THAT DOES NOT CAUSE DAMAGE TO THE HOUSE. COORDINATE ANY NECESSARY ADJUSTMENTS TO HOUSE WITH OWNER.
 2. PLUMBING AND HVAC VENTING SHALL BE GROUPED TOGETHER AND LOCATED AS NEARLY AS POSSIBLE TO BELLOCATED AS TO MINIMIZE PUBLIC VIEW. ALL VENTING SHALL BE PRIMED AND PAINTED TO MATCH ROOF COLOR.
 3. PROVIDE ATTIC VENTILATION PER LOCAL CODE REQUIREMENTS.
 4. EXTERIOR GLASSING SHALL BE CORRECTLY INSTALLED AT ALL CONNECTIONS BETWEEN ROOF AND WALLS. ALL GLASSING SHALL BE INSTALLED AS REQUIRED BY APPROVED CONSTRUCTION PRACTICES.
 5. CONTRACTOR SHALL PROVIDE ADEQUATE ATTIC VENTILATION / ROOF VENTS PER LOCAL CODE REQUIREMENTS. INSTALL CONTINUOUS ROOF VENTILATION AND PROVIDE APPROPRIATE SOFFIT VENTILATION AT ALL OVERHANGS.
 6. FINISH GRADE TO SLOPE AWAY FROM BUILDING FOUNDATION. FINISH GRADE TO SLOPE AWAY FROM THAT TO AN APPROVED DRAINAGE AREA.

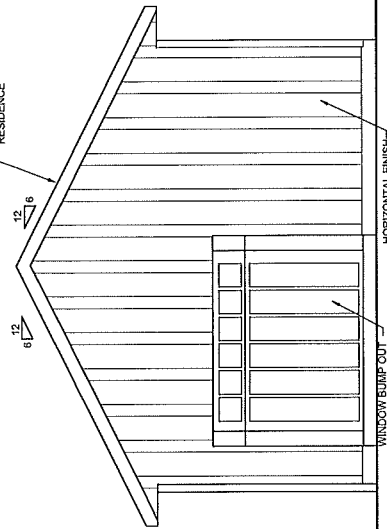


PROPOSED NEW WINDOW SUITE CONVERSION:
NEW WINDOW / REMOVED MAN DOOR

MANDOOR REMOVED AND INFILLED

1
A3
FACING
BARKLEY ROAD
31'0\"/>

ASPHALT SHINGLES
TO MATCH EXISTING
RESIDENCE



PROPOSED BUMP OUT SUITE CONVERSION:
1.5 M offset from property line

3
A3
FACING
REAR PROPERTY
31'0\"/>

HORIZONTAL FINISH

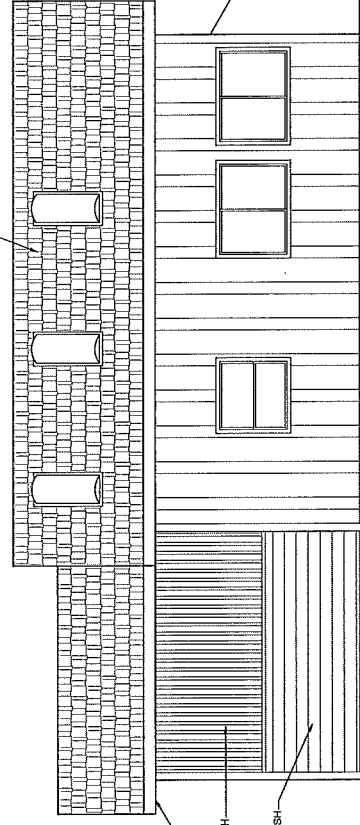
WINDOW BUMP OUT

18\"/>

VERTICAL FINISH

HORIZONTAL FINISH

ASPHALT SHINGLES
TO MATCH EXISTING
RESIDENCE



WINDOW BUMP OUT

PROPOSED DOOR SUITE CONVERSION:
NEW DOOR / REMOVED WINDOW
2 LIVING / BATH CALCULATIONS
43.27 sq. ft. / 39.73 sq. m. = 10.8 M2
9 sq. ft. + 21 sq. ft. = 29 sq. ft. / 9.5 M2
distance from property line 2.0 m

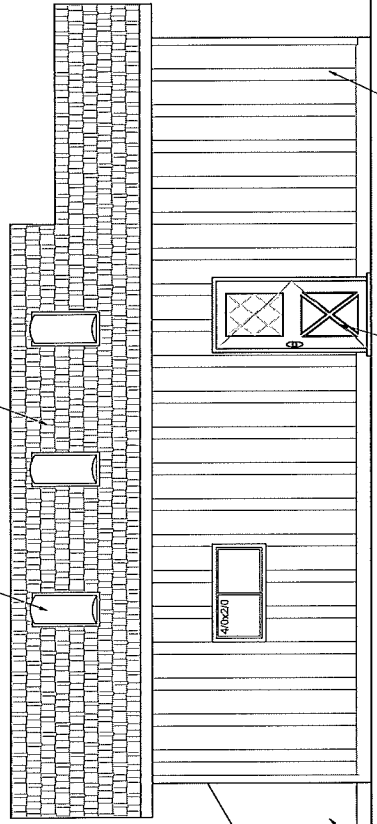
30x68 MAN DOOR

40x200

HORIZONTAL FINISH

6 - 24\"/>

ASPHALT SHINGLES
TO MATCH EXISTING
RESIDENCE



<p>ALL NEW DRAFTING & DESIGN BY: [Signature] DATE: 10/1/2015 PROJECT: [Project Name] SHEET: 1 OF 1</p>		<p>PROPOSED ELEVATION CHANGES TO SUITE CONVERSION</p>	<p>A3 REV. 0</p>
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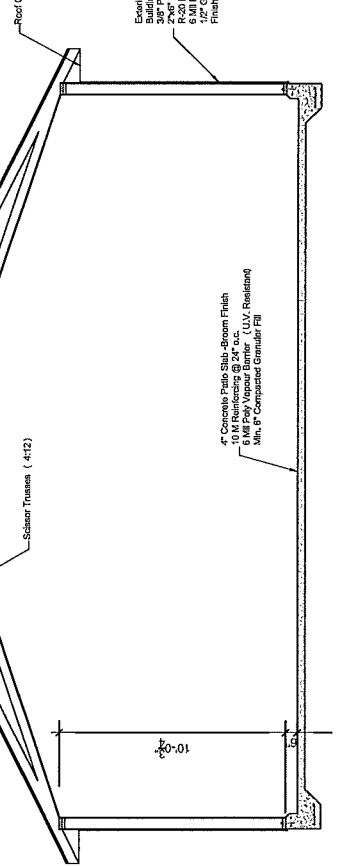
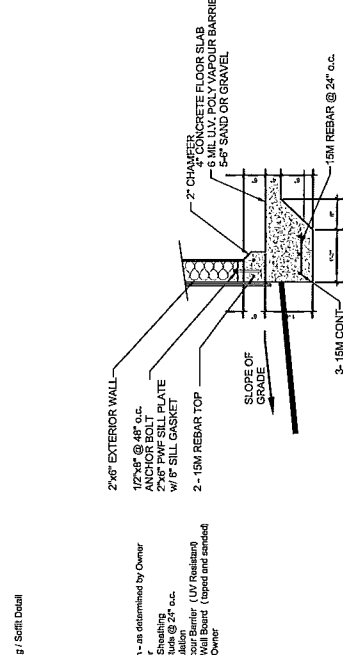
1. DRINKING WINDING LISTS 2" OR 2 1/2" ABOVE AN EXTERIOR FINISH SURFACE.
2. DRINKING WINDING LISTS 2" OR 2 1/2" ABOVE THE SIDE OF THE WINDOW FRAME HAVING RESTRAINING DEVICES TO PREVENT THE WINDOW FROM BEING SHUT.
3. ALL DRINKING WINDING LISTS SHALL BE INSTALLED WITH A MINIMUM OF 1/2" CLEARANCE FROM THE WINDOW FRAME.
4. ALL DRINKING WINDING LISTS SHALL BE INSTALLED WITH A MINIMUM OF 1/2" CLEARANCE FROM THE WINDOW FRAME.
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1. ELECTRICAL CONTRACTOR TO CONFIRM ELECTRICAL LAYOUT WITH OWNER.
2. ALL WORK TO BE DONE TO THE LATEST ISSUE OF APPLICABLE CODES.
3. CODE REQUIREMENTS TO EXCEED MINIMUM EXPECTED STANDARD.
4. COORDINATE WITH ALL OTHER TRADES.
5. A WALK THRU OF THE PROJECT WITH OWNER TO CONFIRM AND FINALIZE LOCATIONS OF OUTLETS, SWITCHES AND LIGHT FIXTURES PRIOR TO THEIR INSTALLATION.

1. ALL FINAL DUCT ROUTING TO BE REVIEWED WITH OWNER PRIOR TO WORK.
2. FINAL LOCATION OF FLOOR REGISTERS AND RETURN AIR GRILLES TO BE REVIEWED BY

1. MAIN ENTRY WINDOW
2. SIDELIGHTS TO DOOR MUST
3. ALL EXTERIOR BLOCKING FOR TWO S
4. DEAD BOLT
5. HINGES SEE W/ 3" SCREWS
6. STRIKER P SQUID BLOC
7. SLIDING DOOR MUST A "BUL"

8. ALL EXTERIOR DOORS AND WINDOWS

[illegible]



1
A1



2
A1

STREET VIEW OF
EXISTING GARAGE



CLOSE UP OF
EXISTING GARAGE

[illegible]



CITY OF KELOWNA
MEMORANDUM

Date: January 25, 2016
File No.: Z15-0036 **67**
To: Community Planning (AC)
From: Development Engineering Manager
Subject: 468 Barkley Rd RU1c

Development Engineering has the following comments and requirements associated with this application to rezone from RU1 to RU1c.

1. Domestic Water and Fire Protection

Our records indicate this property is currently serviced with a 19mm-diameter water service. The service is adequate for the proposed application.

2. Sanitary Sewer

Our records indicate that this property is serviced with a 100mm-diameter sanitary sewer service complete with inspection chamber. The service is adequate for the proposed application.

3. Development Permit and Site Related Issues

Direct the roof drains into on-site rock pits.

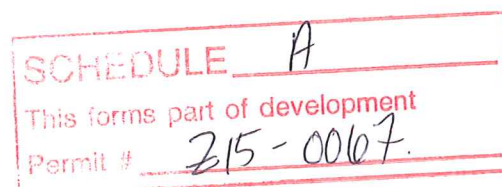
4. Electric Power and Telecommunication Services

It is the applicant's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for service upgrades to these services which would be at the applicant's cost.



Steve Muenz, P. Eng.
Development Engineering Manager

SS



CITY OF KELOWNA
BYLAW NO. 11208
Z15-0067 - Wayne & Lisa Heinen
468 Barkley Road

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 16, District Lot 167, ODYD, Plan 13550 located on Barkley Road, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RU1c - Large Lot Housing with Carriage House zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: March 7, 2016
File: 1850-01
To: City Manager
From: Andrew Gibbs, Senior Project Manager
Subject: Okanagan Rail Corridor - Status Report

Recommendation:

THAT Council receives, for information, the report from the Senior Project Manager dated March 7, 2016, with respect to the Okanagan Rail Corridor.

Purpose:

To update Council on the progress of the Inter-jurisdictional Development Team (IDT) regarding development of a trail along the route of the transportation corridor that is the old CN Rail line.

Background:

INTER-JURISDICTIONAL DEVELOPMENT TEAM

Communities of the North Okanagan Valley have committed to the long-term vision of the former rail corridor as a multi-modal regional transportation corridor.

In February the Okanagan Indian Band (OKIB) joined the Inter-jurisdictional Development Team.

The Inter-Jurisdictional Development Team (now comprised of the local governments of Lake Country, Kelowna, Okanagan Indian Band and the Regional District of North Okanagan) are undertaking a planning and design process for the corridor that includes public consultation, cost estimating and development phasing prior to submission of a Trail Development Plan to their respective councils and board for consideration (April 2016).

The goal of the IDT is to establish a basic, continuous gravel trail along the length of the corridor.

THE TRAIL

The trail development is intended to be phased, starting with a basic trail: a continuous gravel-surfaced route from Kelowna to Coldstream, typically following the alignment of the discontinued rail line. Related improvements for this initial phase of development include road crossings, access control and regulatory signage. At this time any decision on other potential improvements to the trail corridor are being deferred until the fundraising campaign has been able to raise the funds necessary for the basic level of trail development.

The primary users of the trail are expected to be pedestrians and cyclists, with limitations on other activities (e.g. equestrian, pets) as necessary. Use of the trail by horses and dogs will be considered, but limitations on these activities can be expected. As a community commitment at the time of purchase there will be no motorized vehicles permitted (except service and emergency vehicles).

The trail will be constructed along the alignment of the old railway, to an approximate 4m width. Owing to challenging site conditions the trail is expected to be narrower along some sections of the corridor. The gravel surface and preferred width are intended in part to allow a asphalt surface to be applied to the trail sometime in the future if and as demand and ability allows.

TRAIL DEVELOPMENT PLAN

A team of consultants are working with the IDT on a fee and pro bono basis to prepare a Trail Development Plan for the corridor. The consultants engaged include Urban Systems (engineering & costing), Associated Engineering (environmental) and Ursus Heritage Consulting (archaeological). Additionally, a board member of the Okanagan Rail Trail Initiative is providing volunteer service to preparation of the Plan.

The Trail Development Plan will describe the general alignment, design and treatment of the trail, including road crossings, access control and regulatory signage, as well as key environmental and archaeological issues to be addressed. Critically, due to the long, linear nature of the corridor, the plan will recommend how construction of the trail will be staged for practicality and efficiency. Finally, the plan will provide a cost estimate for development of the trail.

It is important to note that this Trail Development Plan is a preliminary plan only, intended to scope out and cost what is required for development of a basic trail. The work being done at this early stage is being done in a manner that will accommodate enhanced infrastructure and amenities at a later date.

Local governments are invested in protecting the corridor and will be looking to a community-driven campaign to assist in funding development of this regional asset.

As fundraising goals are met it will be necessary to do a more detailed level of design, costing, construction staging and contract tendering for each phase of trail to be constructed.

PUBLIC ENGAGEMENT

The IDT will be engaging the public as part of the trail development planning exercise. The engagement plan calls for an information open house in each jurisdiction along the corridor. The purpose of these open houses is to advise citizens of the project and to solicit information from them regarding issues, opportunities and their values and opinions. The proposed alignment and design of the corridor will be displayed and staff and consultants will be in attendance. Immediately prior to each open house there will also be a dedicated opportunity for the owners of land adjacent to the corridor to view the trail plans.

For maximum exposure and efficient analysis, input from the public will be received online via a link provided on each jurisdiction's website. Feedback gathered will also be used for future reference in development of the trail to a higher standard or the provision of additional amenities, which may be considered after the initial phase of trail development is fully funded and implemented.

CN RAIL

Except for road crossings and some track in Kelowna, CN Rail and their contractor have removed all of the rail from the corridor. Over the next several weeks they will be removing the remaining structures and the spikes and plates left behind by removal of the rail. Removal of the ties will start in April. As of June 1 rail will begin to be removed from the road crossings and the voids will be patched with asphalt. This work will be coordinated with City requirements for traffic management and temporary road closures. CN is also working on their plans for remediation of select sites along the corridor, but has nothing conclusive to share at this point.

FUNDRAISING

It is the intent of the project to fund development of the entire basic level trail with minimal need for tax-funded local government money; it is the intent to rely on fundraising and donations to cover the costs necessary for development of the trail. To that end the IDT is finalizing negotiations with Okanagan Rail Trail Initiative (ORTI) to prepare a fundraising plan and lead the fundraising campaign for the trail. Donations generated by the campaign will be made to the two community foundations in the valley, Central Okanagan Foundation (COF) and North Okanagan Community Foundation (NOCF), enabling donors to be able to receive tax receipts for their donations.

SCHEDULE

The current schedule for the project features the following milestones:

- Information open houses
 - Lake Country Mon, Mar 14
 - Kelowna Tue, Mar 15
 - OKIB Duck Lake Reserve Wed, Mar 16
 - RDNO/Coldstream Thu, Mar 17
- Trail Development Plan complete Beginning of April
- Trail Development Plan to Councils/Board Mid April
- Fundraising Plan to Councils/Board Mid April

- Kick-off of fundraising campaign
- Start of trail construction

Following approval of plans
To be determined; subject to fundraising.
Except for access controls, likely not
in 2016.

Considerations not applicable to this report:

Internal Circulation:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

A. Gibbs, Senior Project Manager

Approved for inclusion:



cc: D. Gilchrist, Divisional Director, Community Planning & Real Estate
J. Foster, Communications Department Manager
G. Davidson, Financial Services Director
J. Creron, Divisional Director, Civic Operations
A. Newcombe, Divisional Director, Infrastructure

Report to Council



Date: March 2nd, 2016
File: 0245-20
To: City Manager
From: J. Shaw Manager, Infrastructure Planning Manager
Subject: Development Cost Charges Bylaw No. 11205 Amendment No.2 to Development Cost Charge Bylaw No.10515

Recommendation:

THAT Council receives, for information, the report from the Infrastructure Planning Manager dated March 2, 2016, with respect to the Development Cost Charge Bylaw No. 11205 Amendment No.2 to Development Cost Charge Bylaw No.10515.

AND THAT Bylaw No. 11205 Amendment No.2 to Development Cost Charge Bylaw No.10515 be forwarded for reading consideration;

AND FURTHER THAT Council direct Staff to hold a public open house to receive input on the proposed Bylaw amendment prior to returning to Council for Second and Third Readings and adoption.

Purpose:

To inform Council about the proposed changes to the Development Cost Charge Bylaw.

Background:

The Development Cost Charge (DCC) Bylaw sets out the charges imposed on developers to offset some of the infrastructure expenditures incurred to service the needs for new development. DCCs are intended to facilitate development by providing a method to finance capital projects related to public roads, water, sanitary sewer, drainage and parkland. The current DCC Bylaw 10515 was adopted by Council June 13, 2011 in conjunction with the OCP review.

The City's 20 Year Serving Plan and Financial Strategy forms the basis of the DCC program and provides detailed analysis of the major servicing needs required to service growth as projected in the 2030 Official Community Plan. The City has recently updated project costs

in the 20 Year Servicing Plan and Financial Strategy based on current construction and land costs and these costs have been used to revise the DCCs. No changes were made to the projects or type and quantity of developable units in the DCC program.

Project Cost Estimating

Urban Systems Limited (USL) was retained by the City to review construction costs and update the projects costs in the 20-Yr Servicing Plan. Where possible, unit rates were derived from City of Kelowna tendered projects for both 2014 and 2015. Construction costs from other projects tendered in the region were used where local costs were not available. USL reviewed each unit cost, and using engineering judgment, selected the appropriate unit cost to use in the 20-Yr Servicing Plan.

Where unit costs were not available, a 12% construction escalation factor was used, based upon the Engineering News Record Construction Cost Index. The value used was an average increase for Canadian Cities between the years of 2010 and 2015.

The City's Real Estate Department updated the land and parkland costs in the 20-Yr Servicing Plan. The real estate market conditions have improved since 2010 with general land and parkland increasing by 7% and 8.7%, respectively.

The following table summarizes the updated (2016) costs of major servicing in comparison to the costs in the current 20-Year Servicing Plan. The total program cost increased from \$709 to \$785 million (10.7%) since the last update in 2011. The portion of the program that is Developer funded (Developer Construct + DCC's) increased from \$468 million to \$518 million (10.7%) and the City funded share (Taxation + Utility) increase from \$209 to \$224 million (6.8%). It is worth noting that the last update in 2011 saw the Developer funded portion of the program decrease by \$209 million (-30.9%) and the City's share increase by \$13 million (6.6%). This was attributable to projects being removed from the program as a result of lower growth projections in the 2030 OCP compared to the 2020 OCP.

Table 1 - Funding sources for the 20-Yr Servicing Plan and Financial Strategy based on the 2016 construction and land cost update.

2030 Major Services - Funding Sources (\$ Millions) - 2016 Update							
Major Service	Gov't Funded	Developer Funded		City Funded		2030 OCP	
	Grant	Developer Construct	DCC's	Taxation	Utility User Rates	2016 Totals	% Change from 2016 - 2011
Arterial Roads	37.9	63.3	209.1	151.1		461.4	15.3
Water Distribution		6.0	24.7		29.4	60.0	1.6
Wastewater Trunks		6.9	25.8		8.4	41.1	8.2
Wastewater Treatment			65.4		20.3	85.7	(0.5)
Parkland Acquisition	5.4		116.5	14.5		136.4	8.7
2016 Totals	43.3	76.0	441.5	165.6	58.1	784.7	10.7
2011 Totals	32.0	61.2	406.4	149.8	59.6	709.0	
% Change from 2016 - 2011	35.4	24.2	8.7	10.5	(2.6)	10.7	

In reference to Table 1, the Arterial Roads Program costs increased from \$400 to \$461 million (15.3%) since the last update in 2011. For Transportation projects (both Roads and Active Transportation), the primary cost increases were attributable to granular sub-base (+18%), granular base (+25.3%), asphalt (+8-10%) and concrete curb and gutter (+25%). Costs for the Water Distribution program increased from \$59.1 to \$60 million (2%) since the last update.

Costs for the Wastewater Trunks program increased from \$37.9 to \$41.1 million (8.2%). Costs for the Wastewater Treatment program decreased from \$86.1 to \$85.7 million.

Parkland Acquisition costs increased from 125.5 to \$136.4 million (8.7%) since the last update in 2010. The higher than average market increase for parkland is justified given the high proportion of 'unique' properties (i.e. waterfront properties or properties with prime development potential) on the parkland acquisition list.

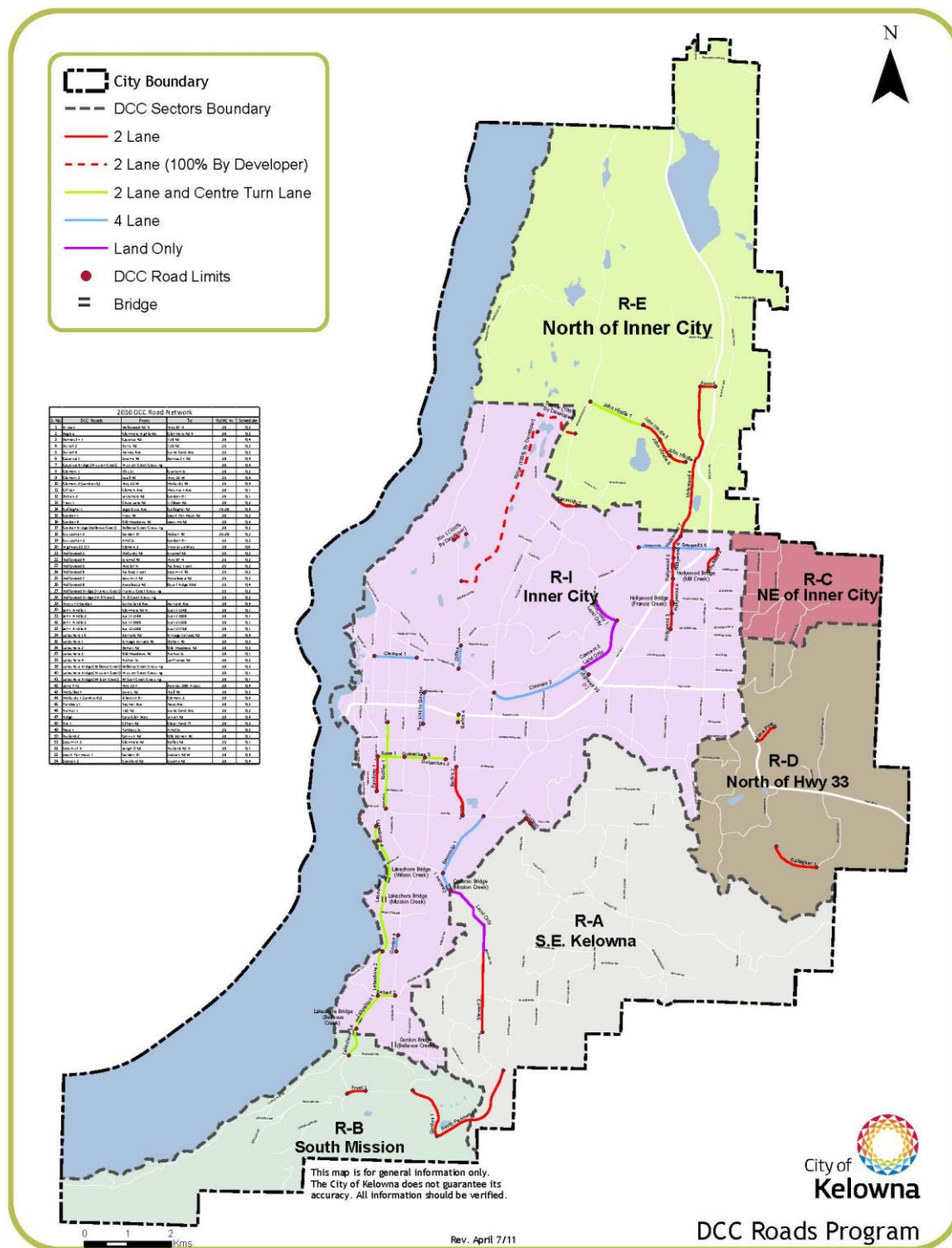
Development Cost Update

Stemming from the land and construction cost increases, the DCC rates in all areas of the City have increased since the last update. Table 2 summarizes the DCC rates by service area and sector for Residential 1 - Single Family. Figure 1 the shows associated Arterial Roads sector map.

When all services are combined the DCC rate increase ranges from 4.8% to 14.1% (Figure 1).

Table 2 - Proposed DCC rates by service area and sector based on 2016 construction and land cost update.

PROPOSED 2016 VERSUS 2011 DCC RATES (\$'s per Residential 1 Unit)						
	S.E. Kelowna	South Mission	NE of Inner City	North of Hwy 33	North of Inner City	Inner City
<u>Arterial Roads</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>I</u>
2011 Update	7,878	21,540	14,292	11,072	10,666	7,530
2016 Update	9,243	26,118	15,513	13,321	11,000	8,338
<u>\$ Difference</u>	1,365	4,578	1,220	2,249	333	807
<u>% Change</u>	17.3	21.3	8.5	20.3	3.1	10.7
<u>Parkland Acquisition</u>	<u>A</u>					
2011 Update	5,300					
2016 Update	5,795					
<u>\$ Difference</u>	495					
<u>% Change</u>	9.3					
<u>Wastewater Treatment</u>	<u>A</u>					
2011 Update	3,723					
2016 Update	3,645					
<u>\$ Difference</u>	(78)					
<u>% Change</u>	(2.1)					
<u>Wastewater Trunks</u>	<u>A</u>	<u>B</u>				
2011 Update	1,294	1,903				
2016 Update	1,541	1,379				
<u>\$ Difference</u>	247	(524)				
<u>% Change</u>	19.1	(27.5)				
<u>Water Distribution</u>	<u>A</u>	<u>B</u>	<u>D</u>			
2011 Update	998	679	3,552			
2016 Update	1,282	833	3,584			
<u>\$ Difference</u>	284	154	32			
<u>% Change</u>	28.5	22.7	0.9			
<u>Total All Services</u>	<u>S.E. Kelowna</u>	<u>South Mission</u>	<u>N.E. of Inner City</u>	<u>N. Highway 33</u>	<u>North of Inner City</u>	<u>City Centre</u>
2011 Update	13,178	33,145	24,609	21,389	20,983	18,845
2016 Update	15,038	37,769	26,494	24,302	21,981	20,601
<u>\$ Difference</u>	1,860	4,625	1,885	2,913	997	1,756
<u>% change</u>	14.1	14.0	7.7	13.6	4.8	9.3



Total All Services	S.E. Kelowna	South Mission	N.E. of Inner City	N. Highway 33	North of Inner City	City Centre
2011 Update	13,178	33,145	24,609	21,389	20,983	18,845
2016 Update	15,038	37,769	26,494	24,302	21,981	20,601
\$ Difference	1,860	4,625	1,885	2,913	997	1,756
% change	14.1	14.0	7.7	13.6	4.8	9.3

Internal Circulation:

Divisional Director, Infrastructure
Divisional Director, Community Planning & Real Estate
Divisional Director, Corporate & Protective Services
Legislative Coordinator
Director, Financial Services
Community Engagement Consultant
Financial Analyst, Infrastructure Planning

Legal/Statutory Authority:

The Development Cost Charge (DCC) Bylaw sets out the charges imposed for public roads, water, sanitary sewer, drainage and public park infrastructure when subdividing or constructing, altering or extending a building, pursuant the Local Government Act.

Legal/Statutory Procedural Requirements:

The *Local Government Act* requires the Inspector of Municipalities to approve local government DCC bylaws. The following process, which is recommend by *DCC Best Practices Guide*, is being followed by staff for amending the DCC Bylaw.

- Staff calculate the DCC rates and amend DCC Bylaw for Council review,
- First reading of proposed DCC Bylaw by Council (March 7th, 2016),
- Public Information Meeting March 30th, 2016 Rotary Centre of the Arts,
- Bylaw revisions by staff (if any) considering stakeholder input,
- Second and Third Reading of DCC Bylaw by Council
- Submission of DCC Bylaw and Supporting Documentation to Ministry of Community Services,
- Statutory approval from Inspector of Municipalities
- Fourth Reading and adoption of DCC Bylaw by Council,
- Bylaw implementation

Existing Policy:

Development Cost Charge Bylaw 10515

Financial/Budgetary Considerations:

The City's long-term capital plan will be updated to reflect the revised project costs once the DCC Bylaw has been adopted by Council.

DCCs contribute to the initial capital cost of growth-related infrastructure, along with taxpayer contributions that account for the benefit of the new infrastructure to the existing community. The subsequent operation, maintenance, capital renewal and the eventual replacement of all infrastructures accrues to general taxation or utility rates.

Personnel Implications:

There are no personnel implications related to this proposed DCC Update.

External Agency/Public Comments:

Staff met with the Urban Development Institute and the Canadian Home Builders Association on January 22, 2016 and have responded to their questions. UDI has expressed concern about the impacts a DCC rate increase may have on their industry and have requested that we either postpone the increase or apply a two year “grandfather” term to the adoption of the new rates. UDI is drafting terms of reference for an arm’s length review of the DCC program and they would like this DCC Update to be part of that arm’s length review which will examine methodology and assumptions in the current DCC program.

Staff are recommending we move forward with the current DCC Update because it has been nearly 5 years since the last cost update. Staff are willing to work with UDI as part of the arm’s length review of the DCC program but feel that the arm’s length review is best managed as an independent assignment. Staff appreciate UDI’s concerns about the uncertain economic conditions given the economic challenges in Alberta and have committed to updating the DCC cost estimates again should construction or land costs change appreciably.

Communications Comments:

A joint public open house for both the *2016 Capital Project Delivery* and the *proposed DCC*

Bylaw amendment is tentatively scheduled for:

- Wednesday March 30th at the Rotary Centre of the Arts;

Once confirmed this meeting will be advertised.

Considerations not applicable to this report:

Alternate Recommendation:

Submitted by:

J. Shaw, Manager, Infrastructure Planning

Approved for inclusion:



A. Newcombe, Divisional Director, Infrastructure

Attachment: DCC Update - Presentation

cc: Divisional Director, Community Planning & Real Estate
Divisional Director, Corporate & Protective Services
Legislative Coordinator
Director, Financial Services
Community Engagement Consultant
Financial Analyst, Infrastructure Planning

DCC COST UPDATE

March 7, 2016



AGENDA

- ▶ Overview,
- ▶ Construction and land costs,
- ▶ Updated DCC's
- ▶ Next Steps

PURPOSE

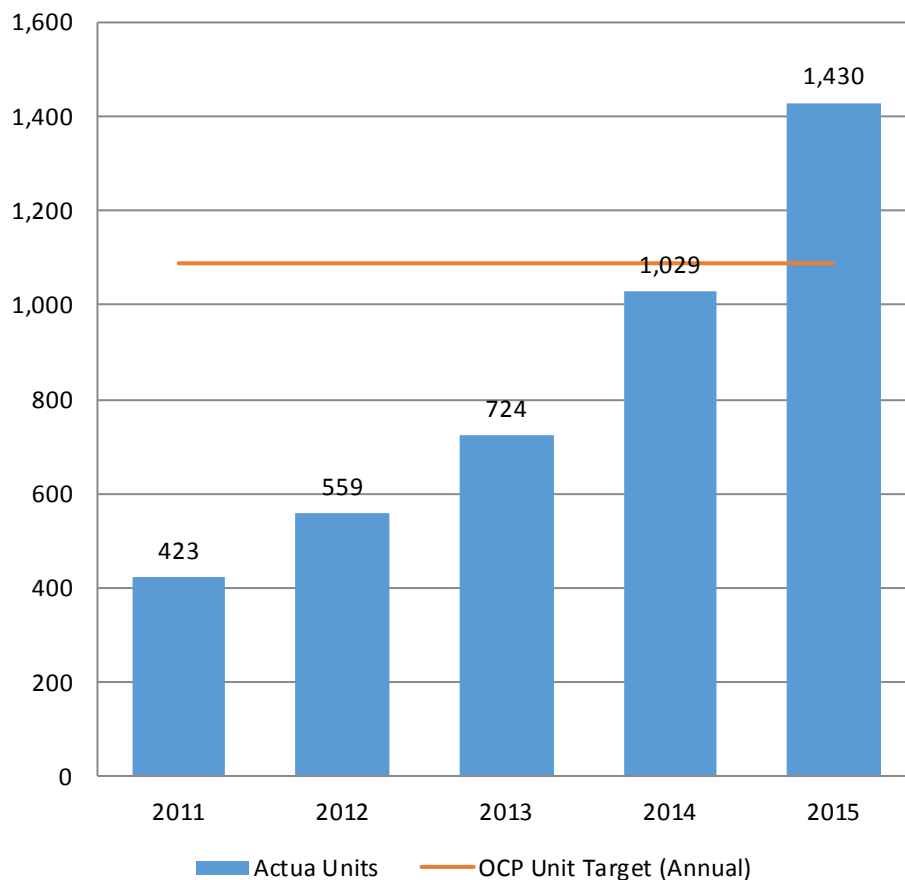
- ▶ Revise DCC project construction and land costs so they reflect current market conditions and update DCCs.

OUT OF SCOPE

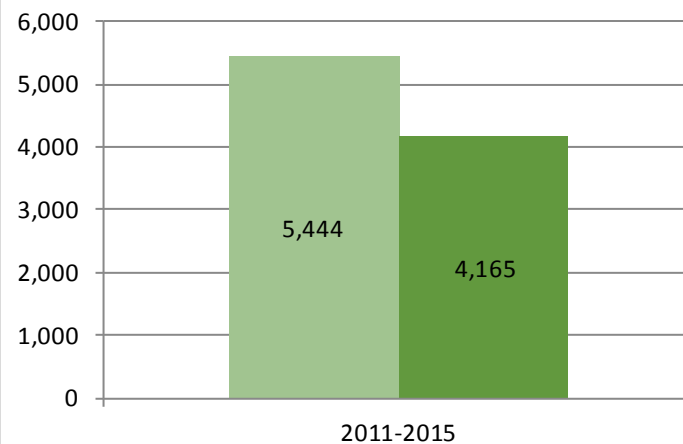
- ▶ No changes were made to the projects, type and quantity of developable units or underlying DCC assumptions (i.e. tax assist, City wide benefit, sector boundaries).

NEW HOUSING

**2011-2015 Residential Units Actuals
Compared to OCP Projection (units)**



**2011-2015 New Housing
Compared to OCP
Projection (units)**



PREVIOUS DCC UPDATE

- ▶ DCC Bylaw was last updated in 2011 to align with the 2030 OCP

2030 Major Services - Funding Sources (\$ Millions) - 2010 Update							
Major Service	Gov't Funded	Developer Funded		City Funded		2030 OCP	2020 OCP
	Grant	Developer Construct	DCC's	Taxation	Utility User Rates	2010 Totals	2009 Totals
Arterial Roads	26.6	50.9	186.0	136.7		400.3	588.5
Water Distribution		5.4	23.0		30.7	59.1	48.1
Wastewater Trunks		4.9	23.6		9.4	37.9	43.3
Wastewater Treatment			66.6		19.5	86.1	92.0
Parkland Acquisition	5.4		107.1	13.0		125.5	144.1
2010 Totals	32.0	61.2	406.4	149.8	59.6	709.0	915.9
2009 Totals	43.2	99.0	577.5	154.9	41.5	915.9	
% Change from 2020 OCP	(25.9)	(38.2)	(29.6)	(3.3)	43.5	(22.6)	

-31%

6%

39

PROCESS FOR DCC UPDATE

- ▶ Council approved budget for DCC Update Jan 2015
- ▶ Request for proposals Mar 2015
- ▶ Retained Urban Systems Jun 2015
- ▶ Real Estate Department updated land costs,
- ▶ Completed projects - updated estimates to actual including confirmed grants,
- ▶ Urban Systems provided the City of Kelowna with revised project sheets with the updated construction and land costs for the ~150 DCC projects,
- ▶ The revised project estimates were input into the DCC model and updated DCCs determined.

PROCESS FOR DCC UPDATE CON'T

- ▶ Sent revised rates to UDI in Dec 2015,
- ▶ Met with UDI and CHBA in Jan 2016,
- ▶ Responded to Questions from UDI/CHBA Feb 2016,
- ▶ Report to Council - First Reading Mar 7th 2016
- ▶ Public Open House -Mar 30th RCA (to be confirmed)
- ▶ Report to Council - 2nd and 3rd Reading - Apr 2016
- ▶ Ministry approval - April
- ▶ Report to Council - Bylaw Adoption (Pending Ministry approval)

2015 DCC UNIT RATE UPDATE

- ▶ Actual construction tenders were used for cost update,
- ▶ Where no unit rate was available, or for lump sum items:
 - ▶ Engineering News Record average Construction Cost Index for Canada July 2010 - January 2015 (12%)
- ▶ General land and parkland increase 7% and 8.7%, respectively,
- ▶ Variable contingency.

TOTAL DCC PROGRAM COST

2030 Major Services - Funding Sources (\$ Millions) - 2016 Update

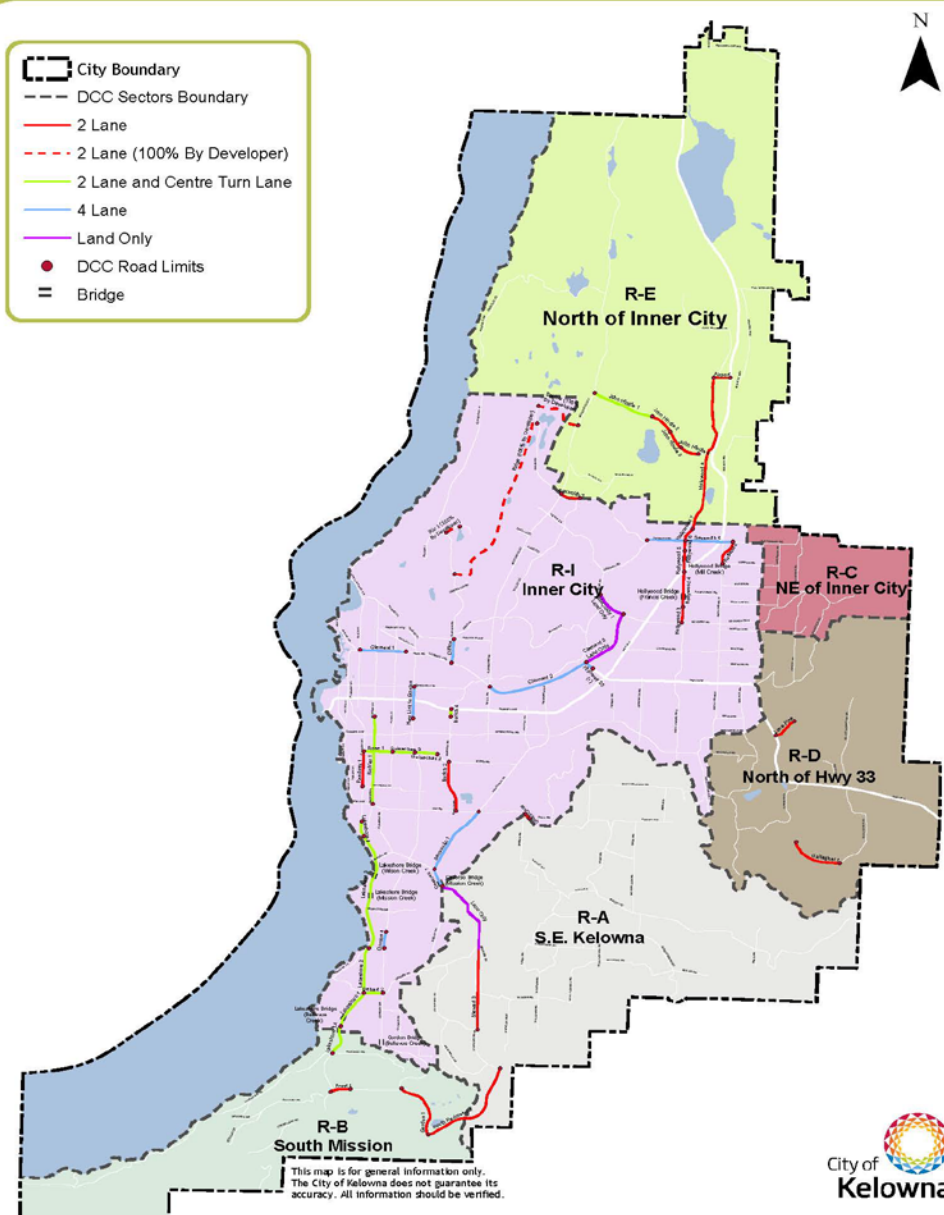
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2011 Totals	32.0	61.2	406.4	149.8	59.6	709.0		
% Change from 2016 - 2011	35.4	24.2	8.7	10.5	(2.6)	10.7		

+10.7%

+6.8%

2015 VERSUS 2010 DCC RATES (\$'s per Residential 1 Unit)

	S.E. Kelowna	South Mission	NE of Inner City	North of Hwy 33	North of Inner City	Inner City
<u>Arterial Roads</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>I</u>
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<u>Wastewater Treatment</u>	<u>A</u>					
2010 Update	3,723					
2015 Update	3,645					
\$ Difference	(78)					
% Change	(2.1)					
<u>Wastewater Trunks</u>	<u>A</u>	<u>B</u>				
2010 Update	1,294	1,903				
2015 Update	1,541	1,379				
\$ Difference	247	(524)				
% Change	19.1	(27.5)				
<u>Water Distribution</u>	<u>A</u>	<u>B</u>	<u>D</u>			
2010 Update	998	679	3,552			
2015 Update	1,282	833	3,584			
\$ Difference	284	154	32			
% Change	28.5	22.7	0.9			
<u>Total All Services</u>	<u>S.E. Kelowna</u>	<u>South Mission</u>	<u>N.E. of Inner City</u>	<u>N. Highway 33</u>	<u>North of Inner City</u>	<u>City Centre</u>
2010 Update	13,178	33,145	24,609	21,389	20,983	18,845
2015 Update	15,038	37,769	26,494	24,302	21,981	20,601
\$ Difference	1,860	4,625	1,885	2,913	997	1,756
% change	14.1	14.0	7.7	13.6	4.8	9.3



Total All Services	<u>S.E. Kelowna</u>	<u>South Mission</u>	<u>N.E. of Inner City</u>	<u>N. Highway 33</u>	<u>North of Inner City</u>	<u>City Centre</u>
2011 Update	13,178	33,145	24,609	21,389	20,983	18,845
2016 Update	15,038	37,769	26,494	24,302	21,981	20,601
\$ Difference	1,860	4,625	1,885	2,913	997	1,756
% change	14.1	14.0	7.7	13.6	4.8	9.3

NEXT STEPS

- 1) Stakeholder input (UDI/CHBA) - Jan 22nd
- 2) Report to Council - First Reading Mar 7th
- 3) Public Open House - Mar 30th RCA (to be confirmed)
- 4) Report to Council - 2nd and 3rd Reading - April
- 5) Ministry approval - April
- 6) Report to Council - Bylaw Adoption (Pending Ministry approval)

QUESTIONS?

CITY OF KELOWNA

BYLAW NO. 11207

Amendment No. 2 to Development Cost Charge Bylaw No. 10515

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Development Cost Charge Bylaw No. 10515 be amended as follows:

1. THAT Schedule A be deleted in its entirety and replaced with a new Schedule A as attached to and forming part of this bylaw.
2. This bylaw may be cited for all purposes as "Bylaw No. 11207, being Amendment No. 2 to Development Cost Charge Bylaw No. 10515."
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Read a second and third time, and adopted, by the Municipal Council this

Mayor

City Clerk

Schedule A

SERVICE AREA	Sector	Residential 1 To 15 Units/Hectare (Each Lot or Unit)	Residential 2 >15-35 Units/Hectare (Each Lot or Unit)	Residential 3 >35-65 Units/Hectare (Each Lot or Unit)	Residential 4 Greater Than 85 Units/Hectare (Each Lot or Unit)	Residential 5 Maximum applied to 56 sq. mtrs. unit	Residential 6 Per Square Meter of habitable floor space applied to units 56 sq. mtrs. or less	Secondary Suites Per Unit	Commercial For 1st 93 sq. mtrs. of floor area or portion; 1/63rd the rate for per sq. mtr over 93	Commercial Per Square Meter	Seasonal Agricultural/ Commercial (See Commercial)	Institutional "A" For 1st 93 sq. mtrs. of floor area or portion; 1/63rd the rate for per sq. mtr over 93	Institutional "B" For 1st 93 sq. mtrs. of floor area or portion; 1/63rd the rate for per sq. mtr over 93	Industrial/ Campground Minimums	Industrial/ Campground Per Hectare over minimum Developable Land	Seasonal Agricult. Industrial See Industrial Minimums	Seasonal Agricult. Industrial Per Hectare over minimum
ALL SERVICES (Note 4)									2,500								
ROADS																	
SE Kelowna	R-A	9,243	8,888	6,193	5,823	4,529	81.3		2,843	30.6	1,422	2,843		9,243 - 1st .405 hctr/prtn	22,830	4,821	11,415
South Mission	R-B	26,118	24,550	17,489	16,454	12,789	229.7		8,034	86.5	4,017	8,034		26,118 - 1st .405 hctr/prtn	64,510	13,059	32,255
NE of Inner City	R-C	15,513	14,582	10,394	9,773	7,601	136.4		4,772	51.4	2,386	4,772		15,513 - 1st .405 hctr/prtn	38,317	7,756	19,159
North of Hwy 33	R-D	13,321	12,522	8,925	8,392	6,527	117.2		4,098	44.1	2,049	4,098		13,321 - 1st .405 hctr/prtn	32,903	6,861	16,451
North of Inner City	R-E	11,000	10,340	7,370	6,930	5,390	96.7		3,384	36.4	1,692	3,384		11,000 - 1st .405 hctr/prtn	27,169	5,500	13,584
Inner City - Note 1	R-I	8,338	7,838	5,586	5,253	4,086	73.3		2,565	27.6	1,282	2,565		8,338 - 1st .405 hctr/prtn	20,594	4,169	10,297
WATER																	
Inner City - Note 2	W-A	1,282	859	615	436	359	6.4		492	5.3	246	492	492	1,282 - 1st .15 hctr/prtn	8,871	641	4,436
South Mission	W-B	833	558	400	283	234	4.2		320	3.4	160	320	320	833 - 1st .15 hctr/prtn	5,764	417	2,882
Clifton/Glenmore	W-D	3,584	2,402	1,721	1,219	1,005	18.0		1,376	14.8	688	1,376	1,376	3,584 - 1st .15 hctr/prtn	24,804	1,792	12,402
TRUNKS																	
Inner City - Note 3	S-A	1,541	1,279	863	832	680	12.2		592	6.4	296	592	592	1,541 - 1st .15 hctr/prtn	10,666	771	5,333
South Mission	S-B	1,379	1,145	772	745	608	10.9		529	5.7	265	529	529	1,379 - 1st .15 hctr/prtn	9,543	690	4,771
TREATMENT																	
Inner City - Note 3 & South Mission	T-A	3,845	3,025	2,041	1,988	1,606	28.8		1,399	15.1	700	1,399	1,399	3,845 - 1st .15 hctr/prtn	25,223	1,823	12,612
PARKS																	
	P-A	5,795	5,795	5,795	5,795	5,795	104.0		Exempt	Exempt	Exempt	Exempt	Exempt	Exempt	Exempt	Exempt	Exempt

NOTES

1. Inner City, Dilworth Periphery, North Spec 7; South Spec 7; Central Mission; Clifton; Glenmore Highlands; Glenmore Valley; Rutland; South of Hwy 97; Sexsmith; Hall road
2. Inner City, Dilworth Periphery, North Spec 7; South Spec 7; Central Mission
3. Inner City, Dilworth Periphery, North Spec 7; South Spec 7; Central Mission; Clifton; Glenmore Highlands; Glenmore Valley; Rutland; South of Hwy 97; Sexsmith; Hall Road; NE Rutland; University South; S. McKinley; Bell Mountain; Gallagher Ridge.

Roads - Charges are Net of "Assist Factor" of 15%

Wastewater/Trunks/Treatment - Charges are Net of "Assist Factor" of 1%

Water - Charges are Net of "Assist Factor" of 1%

- Areas not noted above are provided water by suppliers other than the City

Parks - Charges are Net of "Assist Factor" of 8%

General - 1,000 square feet is considered to be the equivalent of 92.9 meters

- sector designations denote geographical areas as designated on attached Sector maps A1 to A5

4. DCC charges to be allocated proportionately by formula to each service

Commercial or Institutional Calculation

The measurement unit for Commercial and Institutional development is square meters of floor area. The calculation of floor area of a commercial or institutional building is based on the gross floor area which is measured from the outside edge of all exterior walls, less the area used for parking of motor vehicles and bicycles in the building permit application.

Industrial Calculation

The measurement unit for Industrial development is hectares of site area. The calculation of industrial site area is based on the gross area of the site that is proposed for development in a building permit application, including access, parking and loading and excludes landscaped areas and the undeveloped portion of the site that is being held in it's pre-developed state for future additional development (0.405 hectares minimum).

Report to Council



Date: March 7, 2016

File: 0280-04

To: City Manager

From: Matt Friesen, Revenue Accountant

Subject: DOWNTOWN KELOWNA ASSOCIATION 2016 BUDGET

Report Prepared by: Tina Waddell, Revenue Accountant

Recommendation:

THAT Council approves the Downtown Kelowna Association 2016 Budget as outlined in the report of the Revenue Accountant dated March 7, 2016;

AND THAT Council approves the 2016 levy of \$828,404 on Class 5 and Class 6 properties located within the boundaries of the Kelowna Downtown Business Improvement Area.

Purpose:

To authorize the 2016 levy on Class 5 light industry and Class 6 business / other properties located within the Downtown Business Improvement area.

Background:

On September 30, 2013 Council approved the Kelowna Downtown Business Improvement Area Bylaw #10880. Bylaw #10880 established the local area (Refer to Schedule A) for the purpose of annually funding the activity of the Downtown Kelowna Association for a period of 5 years, 2014 to 2018. Council may approve the DKA's annual budget request to a maximum amount of \$887,407 per annum in order for the City to tax the affected properties within the improvement area boundary.

Attached is a copy of the 2015 Financial Statements as reviewed by KPMG LLP Chartered Accountants, the Downtown Kelowna Association's 2016 Budget and a list of the Board of Directors for 2015/2016 (Refer to Schedule B).

City of Kelowna staff have not participated in or assisted the Downtown Kelowna Association in preparation of their annual budget.

A representative from the Downtown Kelowna Association will be present at the Council meeting to answer any questions.

Legal/Statutory Authority:

Council may, by bylaw, grant money to a corporation or other organization that has, as one of its aims, functions or purposes, the planning and implementation of a business promotion scheme, with the establishment of a Business Improvement Area in accordance with Division 5 Section 215 of the Community Charter.

Legal/Statutory Procedural Requirements:

Council may, by bylaw, impose a parcel tax in accordance with Division 4 Section 200 of the Community Charter to provide all or part of the funding for a service.

Considerations not applicable to this report:

Internal Circulation

Existing Policy

Financial/Budgetary Considerations

Personnel Implications

External Agency/Public Comments

Communications Comments

Alternate Recommendation

Submitted by:

M. Friesen, Revenue Accountant

Approved for inclusion:



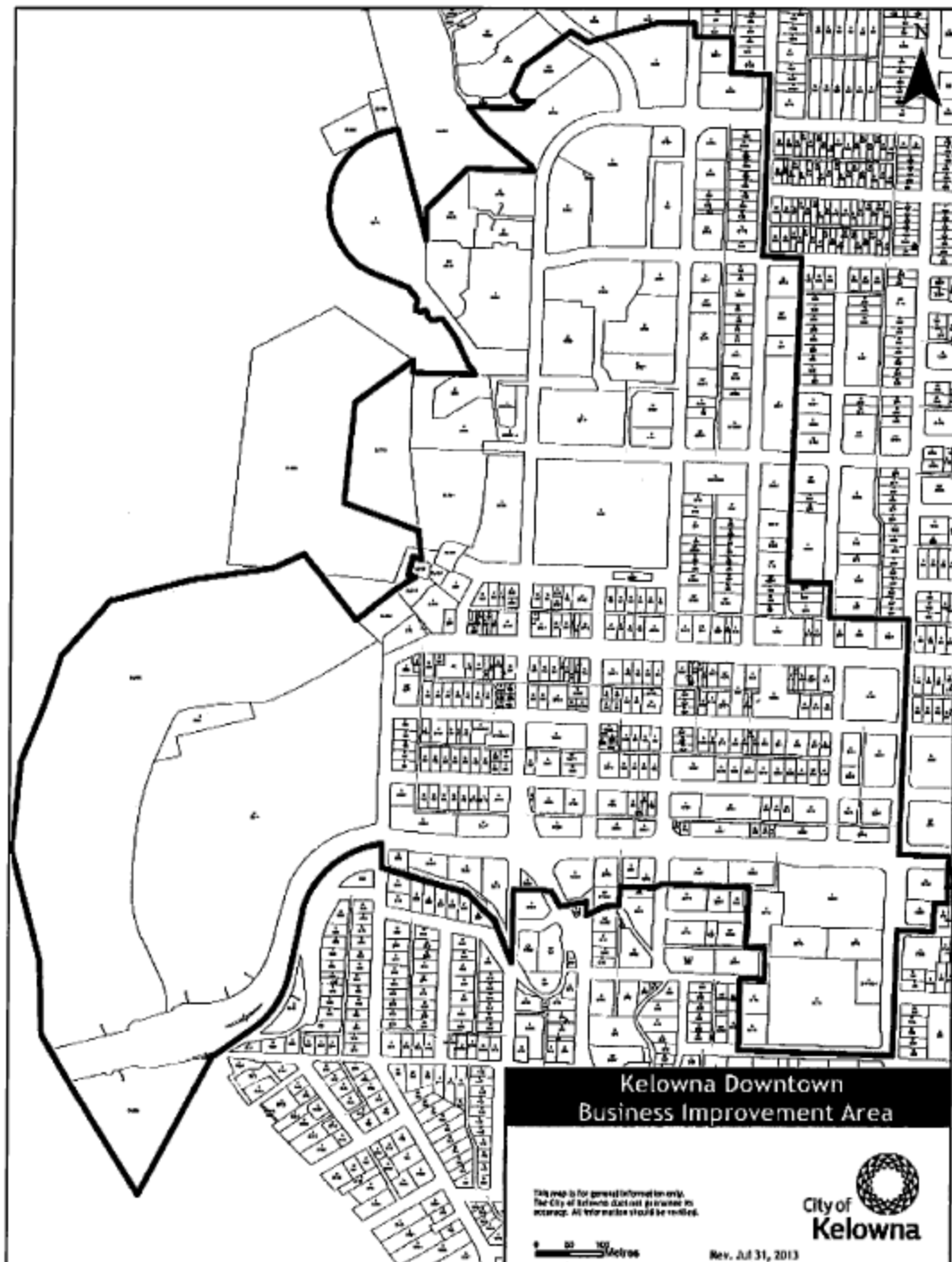
Genelle Davidson, CPA, CMA, Director, Financial Services

Attachments:

Schedule A - Kelowna Downtown Business Improvement Area Map

Schedule B - Downtown Kelowna Association Financials

SCHEDULE A - Map



Schedule B

Financial Statements of

**KELOWNA DOWNTOWN BUSINESS
IMPROVEMENT AREA SOCIETY**
(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Year ended December 31, 2015
(Unaudited)



KPMG LLP
200-3200 Richter Street
Kelowna BC V1W 5K9
Canada

Telephone (250) 979-7150
Fax (250) 763-0044
Internet www.kpmg.ca

REVIEW ENGAGEMENT REPORT

To the Members of Kelowna Downtown Business Improvement Area Society

We have reviewed the statement of financial position of the Kelowna Downtown Business Improvement Area Society (Operating as Downtown Kelowna Association) as at December 31, 2015 and the statements of operations, changes in net assets and cash flows for the year then ended. Our review was made in accordance with Canadian generally accepted standards for review engagements and, accordingly, consisted primarily of enquiry, analytical procedures and discussion related to information supplied to us by the Society.

A review does not constitute an audit and, consequently we do not express an audit opinion on these financial statements.

Based on our review, nothing has come to our attention that causes us to believe that these financial statements are not, in all material respects, in accordance with Canadian accounting standards for not-for-profit organizations.

Chartered Professional Accountants

February 10, 2016

Kelowna, Canada

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)
Statement of Financial Position

December 31, 2015, with comparative information for 2014
(Unaudited)

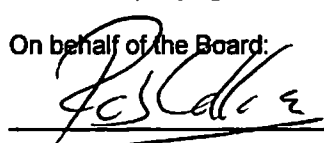
	2015	2014
Assets		
Current assets:		
Cash and cash equivalents	\$ 102,609	\$ 52,008
Restricted cash and cash equivalents	20,321	20,160
Accounts receivable	4,708	5,294
Prepaid expenses and deposits	14,759	15,955
	<u>142,397</u>	<u>93,417</u>
Capital assets (note 2)	75,887	119,907
	<u>\$ 218,284</u>	<u>\$ 213,324</u>

Liabilities and Net Assets

Current liabilities:		
Accounts payable and accrued liabilities	\$ 33,165	\$ 34,409
Current portion of long term debt	17,114	16,446
	<u>50,279</u>	<u>50,855</u>
Long-term debt (note 3)	35,696	52,805
Net assets:		
Invested in capital assets	23,077	50,656
Internally restricted	20,321	20,160
Unrestricted	88,911	38,848
	<u>132,309</u>	<u>109,664</u>
Commitments (note 4)		
	<u>\$ 218,284</u>	<u>\$ 213,324</u>

See accompanying notes to financial statements.

On behalf of the Board:



Director



Director

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Statement of Operations

Year ended December 31, 2015, with comparative information for 2014

(Unaudited)

	2015	2014
Revenues:		
Membership levy	\$ 804,353	\$ 780,850
Downtown on call	45,000	45,000
Clean team	42,237	39,738
Events	38,813	36,870
Downtown Concierge	11,249	8,839
Marketing and promotion	2,152	2,311
Interest	161	160
Amortization of deferred capital contributions	-	4,365
	943,965	918,133
Expenses:		
Amortization of capital assets	45,461	32,365
Business recruitment	7,335	6,560
Clean team	110,380	98,431
Communications	4,443	4,459
Downtown concierge	17,963	18,133
Downtown on call	216,192	219,320
Events	72,045	65,210
Insurance	8,025	7,321
Interest on long term debt	1,922	1,148
Marketing and promotion	106,559	114,918
Office and administration	32,073	41,895
Professional development	7,147	5,113
Professional fees	14,188	12,429
Rent	26,933	25,412
Wages and benefits	250,654	256,730
	921,320	909,444
Excess of revenues over expenses	\$ 22,645	\$ 8,689

See accompanying notes to financial statements.

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Statement of Changes in Net Assets

Year ended December 31, 2015, with comparative information for 2014

(Unaudited)

December 31, 2015	Invested in capital assets	Internally restricted	Unrestricted	Total
Net assets, beginning of year	\$ 50,656	\$ 20,160	\$ 38,848	\$ 109,664
Excess (deficiency) of revenues over expenses	(45,461)	161	67,945	22,645
Purchase of capital assets	1,441	-	(1,441)	-
Repayments of long term debt	16,441	-	(16,441)	-
Net assets, end of year	\$ 23,077	\$ 20,321	\$ 88,911	\$ 132,309

December 31, 2014	Invested in capital assets	Internally restricted	Unrestricted	Total
Net assets, beginning of year	\$ 21,443	\$ -	\$ 79,532	\$ 100,975
Excess (deficiency) of revenues over expenses	(28,000)	160	36,529	8,689
Purchase of capital assets	126,463	-	(126,463)	-
Proceeds from long term debt	(77,545)	-	77,545	-
Repayment of long term debt	8,295	-	(8,295)	-
Transfer of net assets	-	20,000	(20,000)	-
Net assets, end of year	\$ 50,656	\$ 20,160	\$ 38,848	\$ 109,664

See accompanying notes to financial statements.

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Statement of Cash Flows

Year ended December 31, 2015, with comparative information for 2014

(Unaudited)

	2015	2014
Cash provided by (used in):		
Operating activities:		
Cash received from membership levies	\$ 804,353	\$ 780,850
Cash received from City of Kelowna	89,388	87,049
Cash received from other revenues	50,809	43,345
Cash paid to suppliers and employees	(873,984)	(877,615)
Interest paid	(1,922)	(1,148)
	68,644	32,481
Financing activities:		
Proceeds from long term debt	-	77,545
Repayment of long term debt	(16,441)	(8,295)
	(16,441)	69,250
Investing activities:		
Increase in restricted cash and cash equivalents	(161)	(20,160)
Purchase of capital assets	(1,441)	(126,463)
	(1,602)	(146,623)
Increase (decrease) in cash and cash equivalents	50,601	(44,892)
Cash and cash equivalents, beginning of year	52,008	96,900
Cash and cash equivalents, end of year	\$ 102,609	\$ 52,008

See accompanying notes to financial statements.

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)
Notes to Financial Statements

Year ended December 31, 2015
(Unaudited)

Kelowna Downtown Business Improvement Area Society (operating as Downtown Kelowna Association) (the "Society") is a non-profit association, registered under the Society Act of the Province of British Columbia, of businesses and individuals whose purpose is to promote the downtown as a safe and desirable place to conduct business, live, work and play through the cooperative and collective efforts of its members and government. The Society is a non-profit organization under the Income Tax Act and, accordingly, is exempt from income taxes, provided certain requirements of the Income Tax Act are met.

1. Significant accounting policies:

These financial statements are prepared in accordance with Canadian accounting standards for not-for-profit organizations. The Society's significant accounting policies are as follows:

(a) Internally restricted net assets:

Internally restricted net assets consists of a contingency reserve established by the Board for use for Board approved expenses. The reserve is fully funded at all times and interest earned by the reserved is retained within the reserve.

(b) Cash and cash equivalents:

Cash and cash equivalents includes cash and short-term, liquid instruments readily convertible into cash.

(c) Capital assets:

Capital assets are recorded at cost, less accumulated amortization. Contributed capital assets are recorded at fair value at the date of contribution. When Society's management determines that some or all of its capital assets no longer contribute to the Society's ability to carry out its operations, the carrying amount of the capital assets are written down to their residual value. Amortization is provided using the straight-line method and the following annual rates:

Asset	Rate
Equipment	10-30%
Furniture and fixtures	25%
Computer equipment	30%
Leasehold improvements	lesser of remaining lease term and 20%

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)
Notes to Financial Statements (continued)

Year ended December 31, 2015
(Unaudited)

1. Significant accounting policies (continued):

(d) Revenue recognition:

The Society follows the deferral method of accounting for contributions, which include membership levy and government grants. Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount can be reasonably estimated and collection is reasonably assured.

Deferred capital contributions represent the unamortized amount of funding received for capital asset purchases, the amortization of which is recognized in the statement of operations on the same basis as the related capital asset amortization.

(e) Contributed services:

Individuals and organizations contribute numerous volunteer hours each year to assist the Society in carrying out its operations. Because of the difficulty in determining the fair value of the contributed services, they are not recognized in these financial statements.

(f) Use of estimates:

The preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the year. Significant items subject to such estimates and assumptions include the useful lives of the Society's capital assets. Actual results could differ from those estimates.

(g) Financial instruments:

Financial instruments are recorded at fair value on initial recognition and subsequently recorded at cost or amortized cost, unless management has elected to carry the instruments at fair value. The Society has not elected to carry any such financial instruments at fair value. Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred. All other financial instruments are adjusted by transaction costs incurred on acquisition and financing costs, which are amortized using the straight-line method.

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Notes to Financial Statements (continued)

Year ended December 31, 2015

(Unaudited)

2. Capital assets:

			2015	2014
	Cost	Accumulated amortization	Net book value	Net book value
Equipment	\$ 185,812	\$ 122,587	\$ 63,225	\$ 101,950
Furniture and fixtures	37,825	32,001	5,824	8,659
Computer equipment	2,209	1,657	552	1,215
Leasehold improvements	8,981	2,695	6,286	8,083
	\$ 234,827	\$ 158,940	\$ 75,887	\$ 119,907

3. Long-term debt:

	2015	2014
City of Kelowna sidewalker sweeper acquisition loan, payable in monthly instalments of \$1,374, including interest at 3.5%, due December 2018	\$ 46,822	\$ 61,468
Tenant improvement loan, non-interest bearing and payable in monthly instalments of \$150, due April 2019	5,987	7,783
	52,810	69,251
Less current portion due within the next fiscal year	17,114	16,446
	\$ 35,696	\$ 52,805

Scheduled principal payments on long term debt to maturity are as follows:

2016	\$ 17,114
2017	17,805
2018	17,292
2019	599
	\$ 52,810

KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Notes to Financial Statements (continued)

Year ended December 31, 2015

(Unaudited)

4. Commitments:

The Society lease its office space under an operating lease, expiring April 30, 2019. The lease terms provide for base annual rent of \$16,596 plus additional lease costs for common area costs, utilities, property taxes and management fees. The total base annual rent over the remaining lease term totals approximately \$55,300.

5. Financial risks:

(a) Economic dependence:

The Society collects its member levies revenue through a by-law with the City of Kelowna pursuant to which the levies are collected through the property tax system and the Society receives annual federal and municipal funding from current programs. Future operations of the Society depend on the continuation of this revenue and renewal of this by-law. The current by-law was renewed for a five year term, expiring December 31, 2018.

(b) Liquidity risk:

Liquidity risk is the risk that the Society will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Society manages its liquidity risk by monitoring its operating requirements. The Society prepares budget and cash forecasts to ensure it has sufficient funds to fulfill its obligations. There has been no change to the risk exposures from 2014.

DOWNTOWN KELOWNA BUSINESS IMPROVEMENT AREA SOCIETY
2016 BUDGET Revised

	2016 Budget	2015 Year End
Revenue		
Membership Levy	828,404	804,353
Downtown On Call	45,000	45,000
Downtown Clean Team	39,000	42,237
Events	39,500	38,813
Downtown Concierge	10,000	11,249
Marketing and Promotions	2,365	2,152
Interest	161	161
	964,430	943,965
Expenses		
Amortization	43,478	45,461
Business Recruitment	7,547	7,335
Clean Team	128,826	110,380
Communications	5,218	4,443
Downtown Concierge	18,571	17,963
Downtown On Call	230,639	216,192
Events	67,750	72,045
Insurance	7,171	8,025
Interest on long term debt	1,395	1,922
Marketing and Promotions	130,515	106,559
Office and Administration	35,010	32,073
Professional Development	8,300	7,147
Professional Fees	13,850	14,188
Rent	28,730	26,933
Wages and Benefits	267,432	250,654
	994,430	921,320
Excess/Loss of revenues over expenses	(30,000)	22,645
Net assets, beginning of Year		109,664
Net assets, end of Year		132,309

DOWNTOWN KELOWNA

January 1, 2016

The Downtown Kelowna Association Board of Directors is voted by annually by the membership and serve a two year term. Any property owner, leasee, or tenant located within the Downtown BIA boundary is eligible for nomination and election.

Downtown Kelowna Association Board of Directors current listing:

President – Dustin Sargent, *Davara Enterprises & Streaming Café*

Vice President – Dan Allen, *Doc Willoughby's Public House*

Treasurer – Rob Collins, *Grant Thornton LLP*

Secretary – Yarden Gershony, *Rush Ihas Hardwick LLP*

Ex-Officio - Councillor Maxine Dehart, *City of Kelowna*

Angie Bricker, *Georgie Girl Vintage*

Brent Lobson, *Imperial Parking*

Jan Johnson, *Tigerlily Fashions*

Jim Meiklejohn, *Meiklejohn Architects*

Luigi Cocco, *La Bussola Restaurant & Curious Café*

Perry Freeman, *Colliers International*

Renata Mills, *Festivals Kelowna*

Renee Wasylyk, *Troika Developments*

Trevor Neill, *Mosaic Books*

200 – 287 Bernard Avenue
Kelowna, British Columbia V1Y 6N2
downtownkelowna.com

The Downtown Kelowna Association (DKA) is a registered not-for-profit society with a mission to ensure the Downtown Kelowna neighbourhood is a safe and desirable place to conduct business, live and work. The DKA officially became an entity in November 1989 funded through an improvement levy collected by the municipality from commercial properties in the area. The annual levy becomes the Association's base operating budget upon which the organization leverages additional funding from partners, including various levels of governments and corporate sponsors, to support programs and initiatives.

Report to Council



Date: March 7, 2016

File: 0280-04

To: City Manager

From: Matt Friesen, Revenue Accountant

Subject: UPTOWN RUTLAND BUSINESS ASSOCIATION 2016 BUDGET

Report Prepared by: Tina Waddell, Revenue Accountant

Recommendation:

THAT Council approve the Uptown Rutland Business Association 2016 Budget as outlined in the report of the Revenue Accountant dated March 7, 2016;

AND THAT Council approve the 2016 levy of \$172,700 on Class 5 and Class 6 properties located within the boundaries of the Uptown Rutland Business Improvement Area.

Purpose:

To authorize the 2016 levy on Class 5 light industry and Class 6 business/other properties located within the Uptown Rutland Business Improvement Area.

Background:

On September 10, 2012 Council approved the Uptown Rutland Business Improvement Area Bylaw #10730. Bylaw #10730 established the local area (Refer to Schedule A) for the purpose of annually funding the activity of the Uptown Rutland Business Association for a period of 5 years, 2013 to 2017. Council may approve the Uptown Rutland Business Association's annual budget request to a maximum amount of \$176,160 per annum in order for the City to tax the affected properties within the improvement area boundary.

Attached is a copy of the 2015 Financial Statements as compiled by BDO Canada LLP, the Uptown Rutland Business Association's 2016 Budget and a list of the Board of Directors for 2015/2016 (Refer to Schedule B).

City of Kelowna staff have not participated in or assisted the Uptown Rutland Business Association in preparation of their annual budget.

A representative from the Uptown Rutland Business Association will be present at the Council meeting to answer any questions.

Legal/Statutory Authority:

Council may, by bylaw, grant money to a corporation or other organization that has, as one of its aims, functions or purposes, the planning and implementation of a business promotion scheme, with the establishment of a Business Improvement Area in accordance with Division 5 Section 215 of the Community Charter.

Legal/Statutory Procedural Requirements:

Council may, by bylaw, impose a parcel tax in accordance with Division 4 Section 200 of the Community Charter to provide all or part of the funding for a service.

Considerations not applicable to this report:

Internal Circulation

Existing Policy

Financial/Budgetary Considerations

Personnel Implications

External Agency/Public Comments

Communications Comments

Alternate Recommendation

Submitted by:

M. Friesen, Revenue Accountant

Approved for inclusion:



Genelle Davidson, CPA, CMA, Director, Financial Services

Attachments:

Schedule A - Uptown Rutland Business Improvement Area Map

Schedule B - Uptown Rutland Business Association Financials

Rev. July 4/07

Uptown Rutland Business Improvement Area (BIA)



Schedule B

Uptown Rutland Business
Association
Financial Statements
For the Year Ended December 31, 2015
(Unaudited - see Notice to Reader)

Uptown Rutland Business Association
Financial Statements
For the Year Ended December 31, 2015
(Unaudited - see Notice to Reader)

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Tel: 250 763 6700
Fax: 250 763 4457
Toll-free: 800 928 3307
www.bdo.ca

BDO Canada LLP
1631 Dickson Avenue, Suite 400
Kelowna, BC V1Y 0B5 Canada

Notice to Reader

On the basis of information provided by management, we have compiled the statement of financial position of Uptown Rutland Business Association as at December 31, 2015 and the statement of operations and changes in net assets and cash flows for the year then ended.

We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

BDO Canada LLP

Chartered Professional Accountants

Kelowna, British Columbia
February 1, 2016

**Uptown Rutland Business Association
Statement of Financial Position
(Unaudited - see Notice to Reader)**

December 31	2015	Restated 2014
Assets		
Current		
Cash	\$ 43,460	\$ 94,960
Prepays and deposits	2,405	2,396
	<u>45,865</u>	<u>97,356</u>
Equipment (Note 1)	22,956	29,440
Intangible assets (Note 2)	13,346	14,916
	<u>\$ 82,167</u>	<u>\$ 141,712</u>
Liabilities and Net Assets		
Current		
Accounts payable and accrued liabilities	\$ 7,738	\$ 9,418
Deferred revenue	-	41,500
	<u>7,738</u>	<u>50,918</u>
Net Assets		
Unrestricted	74,429	90,794
	<u>\$ 82,167</u>	<u>\$ 141,712</u>

On behalf of the Board:

_____ Director

_____ Director

Uptown Rutland Business Association
Statement of Operations and Changes in Net Assets
(Unaudited - see Notice to Reader)

For the year ended December 31	2015	Restated 2014
Revenue		
Municipal tax levy	\$ 169,300	\$ 166,000
Special events and sponsorships	18,877	15,659
	<u>188,177</u>	<u>181,659</u>
Operating expenses		
Advertising and promotion	20,741	20,588
Amortization on intangible assets	1,570	785
Amortization on tangible assets	6,484	3,242
Beautification / Streetscape	35,624	-
Insurance	1,801	1,978
Interest and bank charges	74	93
Office	5,374	5,111
Professional fees	5,136	5,485
Rental	12,016	11,418
Repairs and maintenance	348	1,130
Salaries and wages	84,583	76,535
Special events	23,607	25,842
Telephone	3,749	2,571
Training	1,646	6,225
Travel	1,815	1,125
	<u>204,568</u>	<u>162,128</u>
Excess (shortfall) of revenues over expenses before other income	<u>(16,391)</u>	<u>19,531</u>
Other income		
Interest income	<u>26</u>	<u>48</u>
Excess (shortfall) of revenues over expenses	<u>(16,365)</u>	<u>19,579</u>
Net assets, beginning of the year, as previously reported	<u>132,294</u>	<u>71,215</u>
Prior period adjustment (Note 3)	<u>(41,500)</u>	<u>-</u>
Net assets, beginning of year, as restated	<u>90,794</u>	<u>71,215</u>
Net assets, end of the year, as restated	<u>\$ 74,429</u>	<u>\$ 90,794</u>

Uptown Rutland Business Association
Statement of Cash Flows
(Unaudited - see Notice to Reader)

For the year ended December 31	2015	Restated 2014
Cash flows from operating activities		
Cash receipts	\$ 146,677	\$ 224,659
Cash paid to suppliers and employees	(198,203)	(158,426)
Interest received	26	48
	<u>(51,500)</u>	<u>66,281</u>
Cash flows from investing activities		
Acquisition of equipment	-	(32,682)
Acquisiton of intangible assets	-	(15,701)
	<u>-</u>	<u>(48,383)</u>
Net (decrease) increase in cash	(51,500)	17,898
Cash, beginning of the year	94,960	77,062
Cash, end of the year	\$ 43,460	\$ 94,960

**Uptown Rutland Business Association
Notes to Financial Statements
(Unaudited - see Notice to Reader)**

December 31, 2015

1. Equipment

	<u>2015</u>		<u>2014</u>	
	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Cost</u>	<u>Accumulated Amortization</u>
Signage	\$ 32,682	\$ 9,726	\$ 32,682	\$ 3,242
		<u>\$ 22,956</u>		<u>\$ 29,440</u>

2. Intangible assets

	<u>2015</u>	<u>2014</u>
Logo	\$ 15,701	\$ 15,701
Logo - Accumulated Amortization	<u>(2,355)</u>	<u>(785)</u>
	<u>\$ 13,346</u>	<u>\$ 14,916</u>

3. Prior period adjustment

During the year, management discovered that the first quarter operating grant for 2015 from the City of Kelowna was deposited on December 30, 2014 in the amount of \$41,500. The Board made the decision to correct this error in the current year financial statements.



UPTOWN RUTLAND BUSINESS IMPROVEMENT ASSOCIATION

BUDGET 2016

REVENUE

	2016 BUDGET		2015 YEAR END	
Membership Levy	\$	172,700.00	\$	169,300.00
Events & Promotions	\$	23,900.00	\$	18,877.00
TOTAL REVENUE	\$	196,600.00	\$	188,177.00

EXPENSES

Administration & Office Expense	\$	133,945.00	\$	117,136.00
After Hours Expense	\$	13,500.00	\$	11,821.00
Amorization on Assets	\$	8,000.00	\$	8,054.00
Beautification/Streetscape	\$	30,640.00	\$	35,624.00
Events & Promotions	\$	26,215.00	\$	26,365.00
Marketing	\$	20,000.00	\$	5,568.00
TOTAL EXPENSES	\$	232,300.00	\$	204,568.00
	-\$	35,700.00	-\$	16,391.00



2016 BOARD OF DIRECTORS

POSITION	NAME	BUSINESS
President	Mike Koutsantonis	Olympia Greek Taverna
Past President	Vacant	-
1 st Vice President	Dan Van Norman	Hollywood Shoes
2 nd Vice President	Dawn Thiessen	Aphrodite In Me Spa
Treasurer	Shawndra Woodin	Interior Savings Credit Union
Director	Nick Aubin	Aubin & Associates
Director	Mark Beaulieu	Flashpoint Laser & Tattoo
Director	Garry Benson	Benson Law LLP
Director	Carole Bergeron	Stylize Hair Studio
Director	June Forman	MCC Thrift Store
Director	Al Kirschner	Kirschner Mountain
Director	Wendi Swarbrick	WS Accounting Services Inc
Director	Lorraine Richardson	Valley First Credit Union
Director (Appointed)	Frank Pohland	CTQ Consultants
Director (Appointed)	Kevin MacDougall	RCMP
Ex-Officio	Brad Sieben	City of Kelowna Councillor
Ex-Officio (Alternate)	Tracy Gray	City of Kelowna Councillor
Executive Director	Laurel D'Andrea	URBA
Administrative Assistant	Amy Wentworth	URBA



www.ourutland.ca

(Will send confirmation after the AGM on March 9 2016)

Report to Council



Date: March 7, 2016

File No.: 1125-51-054

To: City Manager

From: J. Säufferer, Manager, Real Estate Services

Subject: Rescinding of Road Closure Bylaw No. 5158-81

Recommendation:

THAT Council receives for information, the Report from the Manager, Real Estate Services dated March 7, 2016, recommending that a previous road closure bylaw for a portion of road on Bowes Street between Glenwood Avenue and Guisachan Road be reopened ;

AND THAT Bylaw No. 11204 being repeal road closure Bylaw No. 5158-81, be forwarded for reading consideration.

Purpose:

To rescind a previous road closure bylaw for a portion of Bowes Street between Glenwood Avenue and Guisachan Road.

Background:

While the original Road Closure Bylaw relating to the closure of a portion of Bowes Street was approved by Council in 1981, final registration at the Land Titles Office was never completed. It is staff's understanding that the bylaw was originally brought forward as a result of construction of the Cottonwoods Care Centre, which was anticipated to eliminate the need for Bowes Street. However, as the subject area is still predominantly used for vehicular access, Staff feel the designation as public road is appropriate.

Legal/Statutory Authority:

Section 40, 94 and 137 Community Charter

Legal/Statutory Procedural Requirements:

Bylaw must be advertised once for two-consecutive weeks prior to adoption

Considerations not applicable to this report:

Internal Circulation:

Legal/Statutory Procedural Requirements:

Existing Policy:
Financial/Budgetary Considerations:
Personnel Implications:
External Agency/Public Comments:
Communications Comments:
Alternate Recommendation:

Submitted by: J. Säufferer, Manager, Real Estate Services

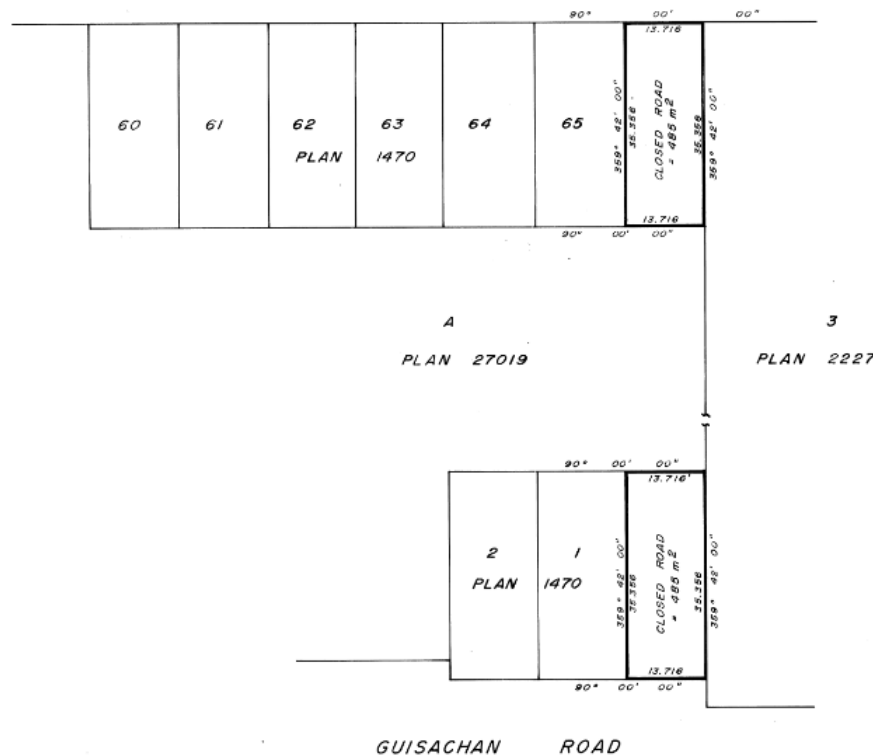
Approved for inclusion: D. Edstrom, Director, Real Estate

Attachments: 1. Map

cc: T. Barton, Manager, Urban Planning
S. Muenz, Manager, Development Engineering
S. Bryans, Roadways Operations Supervisor
M. Hasan, Manager, Transportation & Mobility

EXPLANATORY PLAN TO ACCOMPANY THE CITY OF
KELOWNA BY-LAW NO 5158-81, CLOSING PORTIONS OF
BOWES STREET DEDICATED ON PLANS 1470 AND 2227,
D.L. 136, O.D.Y.D.

SCALE = 1:500
0 10 20 30 40 50 METRES



This plan lies within the Regional District of Central Okanagan.

PLAN NO. M/5902

Deposited in the Land Title Office at Kamloops, B.C.,
this 13 day of AUG, 1981.

J.C. GROVES

Registrar.



This space for the Land Title Office use only.

LEGEND

Bearings are Astronomic and are derived from Plan 1470.

CERTIFIED CORRECT.

J. G. Spark
B.C.L.S.

Dated: 7 May, 1981.

J. G. SPARK AND ASSOCIATES
BRITISH COLUMBIA LAND SURVEYORS

CITY OF KELOWNA

BYLAW NO. 11204

Repeal Road Closure Bylaw No. 5158-81

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Road Closure Bylaw No. 5158-81 and all amendments thereto, be repealed.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: March 7, 2016

File: 1140-53

To: City Manager

From: M. Olson, Manager, Property Management

Subject: Licence of Occupation - Community Dock - 1844 Dewdney Road

Recommendation:

THAT Council approve the Licence of Occupation for a 30 year term from the Province of British Columbia over the land known as *"All surveyed that un-surveyed Crown foreshore being part of the bed of Okanagan Lake and fronting on Lot A, Section 17 Township 23, Osoyoos Division Yale District, Plan containing 0.022 hectares more or less"* for community dock purposes; as per the terms and conditions of the Licence of Occupation as attached as Schedule A to the Report of the Manager, Property Management, dated March 7, 2016;

AND THAT the Mayor and City Clerk be authorized to execute all documents necessary to complete the transactions.

Purpose:

To seek Council approval for the acquisition of a Licence of Occupation for \$1.00 for a 30-year term from the Province for the purpose of a community dock.

Background:

The City of Kelowna purchased 1844 Dewdney Road for the purpose of establishing a future waterfront park in the McKinley neighbourhood in 2014. The public has historically used the property as there is an existing dock, beach and swimming area.

Staff came before Council on May 25, 2015 seeking a Council resolution in proceeding with securing legal tenure from the Province for the dock structure as the previous property owner's Crown land tenure for the dock structure had expired. Based on Council's direction staff submitted an application for Crown Land Tenure (e.g. dock license) to legalize the existing structure.

The Province has now conditionally approved the application subject to Council approval of the Licence of Occupation.

Internal Circulation:

Parks & Building Planning Manager
Parks and Landscape Planner

Considerations not applicable to this report:

Existing Policy:

Legal/Statutory Authority:

Personnel Implications:

Communications Comments:

Alternate Recommendation:

Legal/Statutory Procedural Requirements:

External Agency/Public Comments:

Submitted by: M. Olson, Manager, Property Management

Approved for inclusion: D. Edstrom, Director, Real Estate

Attachments: 1. Schedule A - Licence of Occupation
2. PowerPoint

cc: R. Parlane, Manager, Parks & Building Planning
I. Wilson, Manager, Parks Services
J. Moore, Manager, Long Range Policy Planning

Licence No.:

File No.: 3413430

Disposition No.: 921738

THIS AGREEMENT is dated for reference February 1, 2016 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

CITY OF KELOWNA
1435 Water St
Kelowna, BC V1Y 1J4

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"Agreement" means this licence of occupation;

"Commencement Date" means February 1, 2016;

"disposition" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"Fees" means the fees set out in Article 3;

"Hazardous Substances" means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

“Improvements” includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule” except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

“Management Plan” means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.
- 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for community public dock purposes, as set out in the Management Plan. You acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
 - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and

- (ii) the provisions of this Agreement;
 - (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
 - (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance to an owner or occupier of land in the vicinity of the Land;
 - (f) use and occupy the Land only in accordance with and for the purposes set out in the Management Plan;
 - (g) not construct, place, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may exist over the Land;
- and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
 - (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
 - (j) not deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land unless you obtain our prior written approval;

- (k) permit the free and unrestricted use by the general public of the banks of Okanagan Lake for recreational and fishing purposes;
- (l) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;
- (m) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil, groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;
- (o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
 - (i) any breach, violation or non-performance of a provision of this Agreement,
 - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
 - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (p) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a

tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,

- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

ARTICLE 5 - LIMITATIONS**5.1 You agree with us that**

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;
- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) you will not dredge or displace beach materials on the Land unless you have obtained our prior written approval;
- (h) you will not moor or secure any boat or structure to the Improvements or on any part of the Land for use as a live-aboard facility, whether permanent or temporary;

- (i) you will not interrupt or divert the movement of water or of beach materials by water along the shoreline unless you have obtained our prior written approval;
- (j) you will not use mechanized equipment other than a pile-driver during the construction, operation or maintenance of Improvements on the Land;
- (k) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (l) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(p)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(p)(iii); and
- (m) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

- 6.7 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 6.6(a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

- 6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.9 You waive all rights of recourse against us with regard to damage to your own property.
- 6.10 Despite sections 6.6 and 6.7, your obligations under those sections are suspended for so long as we in our sole discretion acknowledge our acceptance to you in writing your alternative risk financing program in respect of the matters covered by those sections.

If, in our sole discretion, your alternative risk financing program in respect of the matters covered by sections 6.6 and 6.7 is no longer acceptable to us, we will provide written notice to you and you must, within 60 days of such notice, obtain and provide to us evidence of compliance with section 6.6 of this Agreement.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you

(i) default in the payment of any money payable by you under this Agreement, or

- (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
and your default or failure continues for 60 days after we give written notice of the default or failure to you;
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as Lot A, Section 17, Township 23, Osoyoos Division Yale District, Plan 21325 PID# 007-522-193;
- (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (g) if this Agreement is taken in execution or attachment by any person; or
- (h) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

- 8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.
- 8.3 You agree with us that
- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
 - (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
441 Columbia Street
Kamloops, BC V2C 2T3;

to you

CITY OF KELOWNA
1435 Water St
Kelowna, BC V1Y 1J4;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from

your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.

- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an “as is” basis;
 - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to
 - (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
 - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
 - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
 - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
 - (v) the application of any federal or Provincial enactment or law to the Land;

- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
- (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
- (e) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.

11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

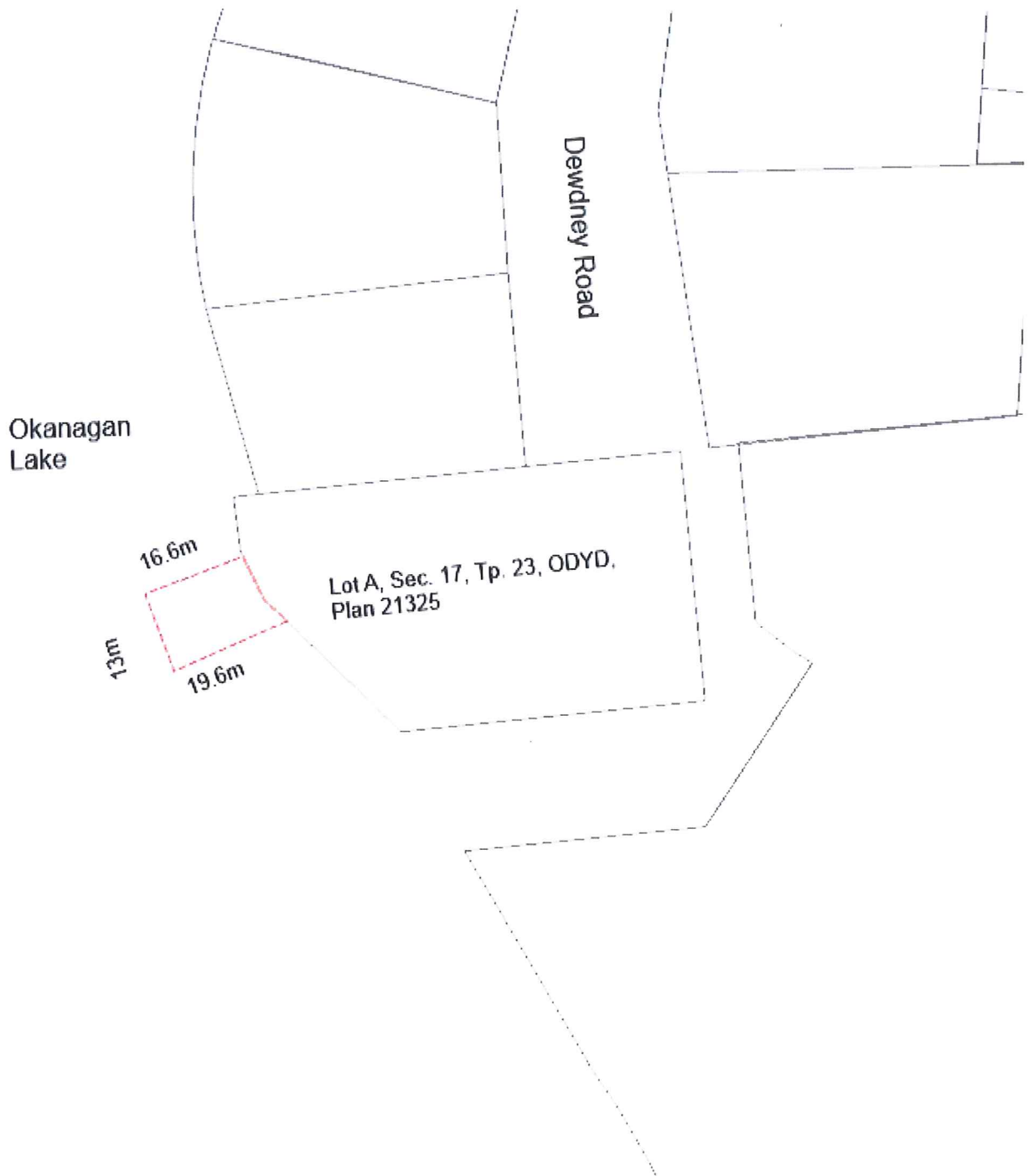
Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of **CITY OF KELOWNA**
By its authorized signatories

Authorized Signatory

Authorized Signatory

All that unsurveyed Crown foreshore being the bed of Okanagan Lake and fronting on Lot A, Section 17, Township 23, ODYD, Plan 21325, containing 0.022 hectares, more or less.



Scale: 1: 1,000

BCGS Mapsheet(s): 82E.083

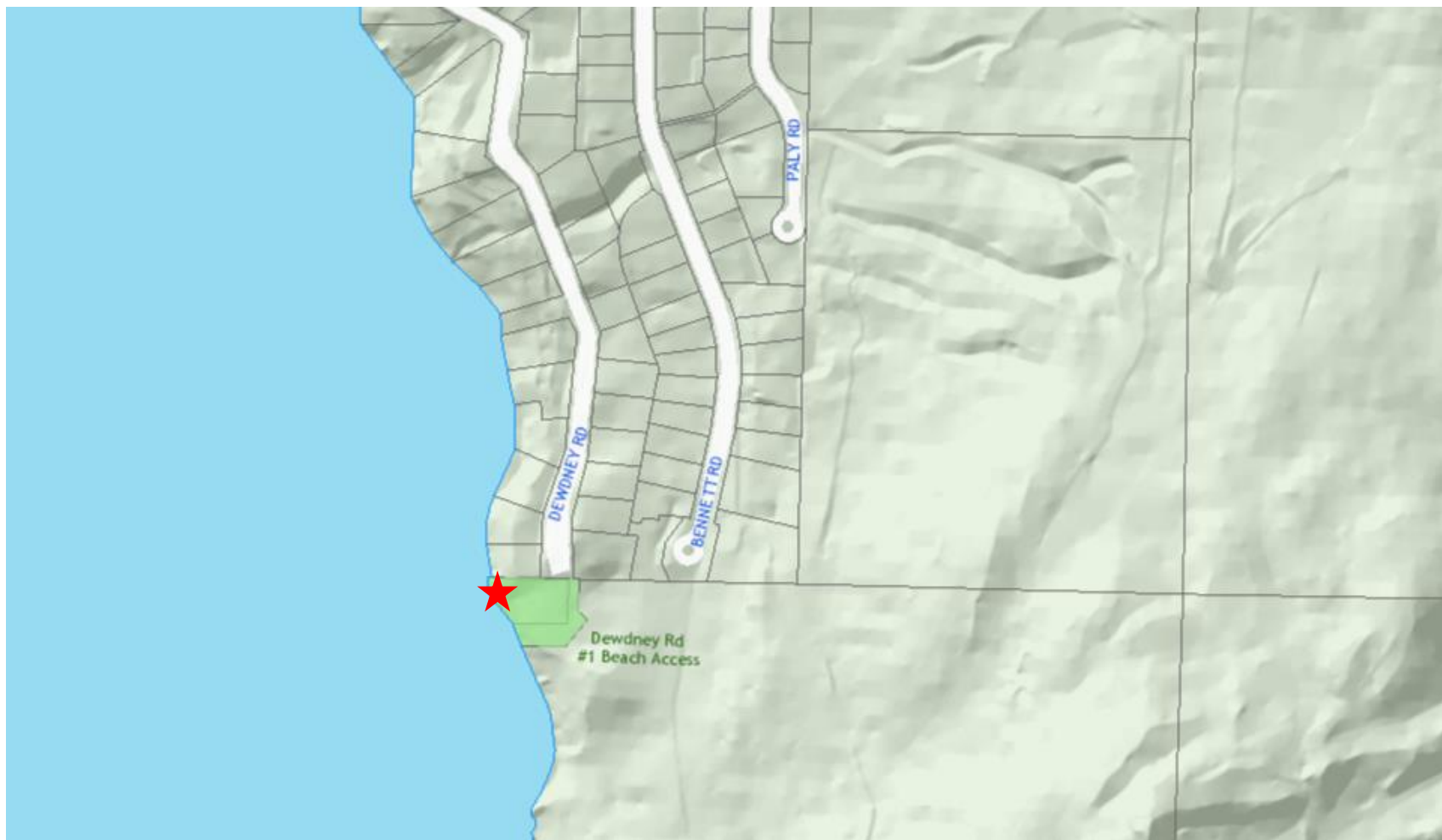


LICENCE OF OCCUPATION COMMUNITY DOCK

1844 Dewdney Road



LOCATION



LICENCE AREA



LICENCE OF OCCUPATION DETAILS

- ▶ Licence Area - Approx. 0.022 ha
- ▶ Total annual lease revenue: \$1.00
- ▶ Term of Lease: 30 years
- ▶ Renewals: None

CITY OF KELOWNA

BYLAW NO. 11180

Road Closure and Removal of Highway Dedication Bylaw (Portion of of laneway adjacent to 540 Osprey Avenue)

A bylaw pursuant to Section 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of highway adjacent to Osprey Avenue

NOW THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, hereby enacts as follows:

1. That portion of highway attached as Schedule "A" comprising 15.4 m² shown in bold black as Road to be Closed on the Reference Plan prepared by Neil Raymond Denby, B.C.L.S., is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

Read a first, second and third time by the Municipal Council this 22nd day of February, 2016.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Schedule "A"

