

City of Kelowna

Regular Council Meeting

AGENDA



Monday, April 11, 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

4 - 10

PM Meeting - April 4, 2016

3. Public in Attendance

3.1 Festivals Kelowna

11 - 71

Annual presentation to Council by the President, Ed Laverock and Executive Director, Renata Mills

4. Development Application Reports & Related Bylaws

4.1 200 Clarissa Road, Z16-0002 - Margaret & David Ward

72 - 81

To rezone the subject property to facilitate the development of a carriage house.

4.2 200 Clarissa Road, BL11225 (Z16-0002) - David & Margaret Ward

82 - 82

To give Bylaw No. 11225 first reading in order to rezone the subject property to facilitate the development of a carriage house.

4.3 3110 Mathews Road, A15-0008 - V.E. Turton

83 - 119

To obtain support for an application to the Agricultural Land Commission (ALC) for a Non-Farm Use to remove up to 40,000 metric tonnes of sand and gravel from the property and reclaim to agriculture, under Section 20(3) of the Agricultural Land Commission Act.

5. Bylaws for Adoption (Development Related)

5.1 980 Mayfair Road, BL11152 (Z15-0038) - Justin & Rebecca Bullock 120 - 120

To adopt Bylaw No. 11152 in order to rezone the subject property to facilitate a future two lot subdivision.

6. Non-Development Reports & Related Bylaws

6.1 Amending the Five Year Financial Plan, 2015-2019 121 - 124

To amend the Five Year Financial Plan as required by the Community Charter so that it includes the authorized transfers and amendments that occurred throughout the year.

6.2 BL11213 - Amendment No. 1 to Five Year Financial Plan 2015-2019 Bylaw No. 11088 125 - 126

To give Bylaw No. 11213 first, second and third readings in order to amend the Five Year Financial Plan Bylaw No. 11088.

6.3 BL11226 - Amendment No. 1 to Sale of City Owned Land Reserve Fund Expenditure Bylaw, 2015, No.11086 127 - 127

To give Bylaw No. 11226 first, second and third readings in order to amend the Sale of City Owned Land Reserve Fund Expenditure Bylaw No. 11086.

6.4 Amendment No. 5 to Utility Billing Customer Care Bylaw No. 8754 128 - 130

To seek Council's approval to amend the Utility Billing Customer Care Bylaw for the clarification and updating of current terms and processes as well as removing irrelevant sections pertaining to the electrical utility.

6.5 BL11209 - Amendment No. 5 to Utility Billing Customer Care Bylaw No. 8754 131 - 134

To give Bylaw No. 11209 first, second and third reading in order to amend the Utility Billing Customer Care Bylaw No. 8754.

6.6 License of Occupation and Memorandum of Understanding for a Portion of Brent's Grist Mill Heritage Park 135 - 155

To secure a License of Occupation and a Memorandum of Understanding for UBCO in order to proceed with a Pollinator Project.

6.7 2016 Creative Spaces Consultations 156 - 165

To provide Council with information about a survey and series of focus groups which will provide data and information about the space needs of artists and organizations in Kelowna.

To obtain Council approval to renew the Lease of the KLO sports fields from the Central Okanagan Regional District.

7. Mayor and Councillor Items

8. Termination



City of Kelowna Regular Council Meeting Minutes

Date: Monday, April 4, 2016
Location: Council Chamber
City Hall, 1435 Water Street

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

Members Absent Mayor Colin Basran

Staff Present Acting City Manager, Doug Gilchrist; City Clerk, Stephen Fleming; Community Planning Department Manager, Ryan Smith*; Urban Planning Manager, Terry Barton*; Parks Services Manager, Ian Wilson*; Council Recording Secretary, Arlene McClelland

(* Denotes partial attendance)

1. Call to Order

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

Deputy Mayor Stack advised that the 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

Moved By Councillor Hodge/Seconded By Councillor Given

R228/16/04/04 THAT the Minutes of the Regular Meetings of March 21, 2016 be confirmed as circulated.

Carried

3. Development Application Reports & Related Bylaws

3.1 1835 Gordon Drive, DP15-0264 - RG Properties Ltd.

Councillor DeHart declared a conflict of interest as her employer is in direct competition with the Coast Capri Hotel who are located on the same site as the Capri Centre Mall and departed the meeting at 1:33 p.m.

Staff:

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

The Deputy Mayor invited the Applicant, or Applicant's Representative to come forward.

Mr. Gavin Parry, Applicant:

- The current sign dates back to the 1960's and 1970's and wanted a more modern style as well as a more modern LED energy friendly approach.
- Want to provide a medium for community events and events within our facilities with the electronic screens in this high visibility location.
- The signage would fully comply with City Bylaws and will not have any animation.
- Responded to questions from Council.

There were no further comments.

Moved By Councillor Donn/Seconded By Councillor Singh

R229/16/04/04 THAT Council NOT authorize the issuance of Development Permit No. DP15-0264 for Lot A, DL 137, ODYD, Plan KAP64836 Except Plan EPP33990 located at 1835 Gordon Drive, Kelowna, BC.

Carried
Councillors Gray and Sieben - Opposed

3.2 889 McCurdy Place, Z16-0003 - P J S Holdings Ltd.

Councillor DeHart rejoined the meeting at 1:59 p.m.

Staff:

- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Given/Seconded By Councillor Gray

R230/16/04/04 THAT Rezoning Application No. Z15-0012 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Strata Lot 23, District Lot 124, ODYD, Strata Plan KAS3323, together with an interest in the common property in proportion to the unit entitlement of the Strata Lot as shown on Form V, located on 889 McCurdy Place, Kelowna, BC from the I1 - Business Industrial zone to the I2 - General Industrial zone be considered by Council;

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

Carried

3.3 889 McCurdy Place, BL11217 (Z16-0003) - P J S Holdings Ltd.

Moved By Councillor Hodge/Seconded By Councillor Gray

R231/16/04/04 THAT Bylaw No. 11217 be read a first time.

Carried

3.4 190 Homer Road, Z15-0044 - Kaskade Developments Group. Inc.

Staff:

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

Moved By Councillor Donn/Seconded By Councillor Hodge

R232/16/04/04 THAT Rezoning Application No. Z15-0044 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 9, Section 27, Township 26, ODYD, Plan 14897 located at 190 Homer Rd, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU1c - Large Lot Housing with Carriage House zone 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 April 4, 2016.

Carried

3.5 190 Homer Road, BL11218 (Z15-0044) - Kaskade Developments Group Inc.

Moved By Councillor Donn/Seconded By Councillor Given

R233/16/04/04 THAT Bylaw No. 11218 be read a first time.

Carried

3.6 2970 Shayler Court, Z15-0056 - Bruce & Helga Morris

Staff:

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

Moved By Councillor Donn/Seconded By Councillor Singh

R234/16/04/04 THAT Rezoning Application No. Z15-0056 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 9 Section 29 Township 23 ODYD Plan KAP70569, located at 2970 Shayler Court, Kelowna, BC from the A1 - Agriculture 1 zone to the A1c - Agriculture 1 with Carriage House zone, 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 by Glenmore-Ellison Improvement District as set out in Schedule "A" attached to the Report from Community Planning Department dated March 21, 2016.

Carried

3.7 2970 Shayler Court, BL11219 (Z15-0056) - Bruce & Helga Morris

Moved By Councillor Donn/Seconded By Councillor Given

R235/16/04/04 THAT Bylaw No. 11219 be read a first time.

Carried

3.8 990 Guisachan Road, OCP15-0019 & Z15-0065 - Strandhaus Developments Inc.

Staff:

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

Moved By Councillor Given/Seconded By Councillor Sieben

R236/16/04/04 THAT Official Community Plan Map Amendment Application No. OCP15-0019 to amend Map 4.1 in the Kelowna 2030 - Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of Lot 1 District Lot 136 ODYD Plan 1470 AND Lot 2 District Lot 136 ODYD Plan 1470, located at 990 Guisachan Road, Kelowna, BC from the EDINST - Educational/Major Institutional designation to the MRL - Multiple Unit Residential (Low Density) designation, be considered by Council; AND THAT Council considers the Public Information Session public process to be appropriate consultation for the *Purpose* of Section 879 of the *Local Government Act*, as outlined in the Report from the Community Planning Department dated April 4, 2016;

AND THAT Rezoning Application No. Z15-0065 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1 District Lot 136 ODYD Plan 1470 AND Lot 2 District Lot 136 ODYD Plan 1470, located at 990 Guisachan Road, Kelowna, BC from the RU1 - Large Lot Housing Zone to the RM3 - Low Density Multiple Housing zone, be considered by Council;

AND THAT the Official Community Plan Map Amending Bylaw and 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 April 4, 2016;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the lot consolidation of the subject properties.

Carried

3.9 990 Guisachan Road, BL11220 (OCP15-0019) - Strandhaus Developments Inc.

Moved By Councillor Gray/Seconded By Councillor Hodge

R237/16/04/04 THAT Bylaw No. 11220 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

3.10 990 Guisachan Road, BL11221 (Z15-0065) - Strandhaus Developments Inc.

Moved By Councillor Gray/Seconded By Councillor Hodge

R238/16/04/04 THAT Bylaw No. 11221 be read a first time.

Carried

3.11 477 Christleton Avenue, Z16-0007 - Legault Enterprises Ltd.

Staff:

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

Moved By Councillor Sieben/Seconded By Councillor DeHart

R239/16/04/04 THAT Rezoning Application No. Z16-0007 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1, District Lot 14, ODYD, Plan 8009, located at 477 Christleton Avenue, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing zone 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 March 7, 2016;

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

Carried

3.12 477 Christleton Avenue, BL11222 (Z16-0007) - Legault Enterprises Ltd.

Moved By Councillor Singh/Seconded By Councillor DeHart

R240/16/04/04 THAT Bylaw No. 11222 be read a first time.

Carried

4. Bylaws for Adoption (Development Related)

4.1 1457 Highway 33 East, BL11129 (Z15-0020) - Francesco Guarini

Moved By Councillor Dehart/Seconded By Councillor Singh

R241/16/04/04 THAT Bylaw No. 11129 be adopted.

Carried

5. Non-Development Reports & Related Bylaws

5.1 Snow and Ice Control Policy for Parks and Civic Properties

Staff:

- Presented a summary of the new Snow and Ice Control Policy and responded to questions from Council.

Moved By Councillor Hodge/Seconded By Councillor Gray

R242/16/04/04 THAT Council adopts Council Policy No. 374 being "Snow and Ice Control Policy for Parks and Civic Properties" as outlined in the Report from the Park Services Manager dated April 4, 2016.

Carried

5.2 1525 Dickson Road (Portion of) - Proposed Road Closure

Moved By Councillor Hodge/Seconded By Councillor Singh

R243/16/04/04 THAT Council receives for information, the Report from the Manager, Real Estate Services dated April 4, 2016, recommending that Council adopt the proposed road closure of a portion of road adjacent to 1525 Dickson Avenue;

AND THAT Bylaw No. 11224, being proposed road closure of a portion of land adjacent to 1525 Dickson Avenue, be given reading consideration.

Carried

5.3 1525 Dickson Road (Portion of), BL11224 - Road Closure Bylaw

Moved By Councillor DeHart/Seconded By Councillor Singh

R244/16/04/04 THAT Bylaw No. 11204 be read a first, second and third time.

6. Bylaws for Adoption (Non-Development Related)

6.1 BL11200 - Amendment No. 7 to Miscellaneous Fees and Charges Bylaw No. 9381

Moved By Councillor Sieben/Seconded By Councillor Singh

R245/16/04/04 THAT Bylaw No. 11200 be adopted.

Carried

6.2 BL11204 - Repeal Road Closure Bylaw No. 5158-81

The Deputy Mayor invited anyone in the public gallery who deems themselves affected by proposed reopening of a portion of Bowes Street between Glenwood Avenue and Guisachan Road to come forward.

No one came forward.

Moved By Councillor Sieben/Seconded By Councillor Singh

R246/16/04/04 THAT Bylaw No. 11204 be adopted.

Carried

7. Mayor and Councillor Items

Councillor Gray:

- Spoke to the Regional Library Board pilot project in Kelowna for those without a permanent address to receive a library card for the Okanagan Regional Library.

Councillor Donn:

- Spoke to the Mayor's attendance as part of the Chamber of Commerce visit to Kasugai, Japan.

Councillor Given:

- Welcomed delegates to the Council of Forest Industries Conference starting April 7th, 2016 at the Delta Grand Conference Centre.

Deputy Mayor:

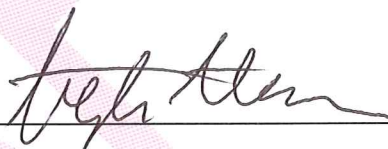
- Spoke to his attendance at the Change of Command Ceremony for the BC Dragoons.
- Spoke to the act of bravery displayed by construction workers in apprehending and assisting police officers in containing a suspect last Friday.

8. Termination

This meeting was declared terminated at 3:04 p.m.

Mayor

/acm



City Clerk



Annual Report to Kelowna City Council

"Festivals Kelowna summary of 2015 festivals, events, and programs"

April 11th, 2016

Introduction

Festivals Kelowna is proud to present this summary report to Kelowna City Council outlining our continued success with producing community-focused festivals, events, and programs on behalf of the City of Kelowna for the benefit and enjoyment of residents and visitors to our city.

As a longstanding partner of the City of Kelowna, Council will recall that Festivals Kelowna produces 4 core events and programs:

1. Celebrate Canada Day – Kelowna
2. Parks Alive!
3. Kelowna Buskers Program
4. New York New Year's Eve

In 2015 we again presented “Buskers on Bernard”. Introduced in 2014 as an extension of our existing Kelowna Busker’s Program, this event was created in response to interest in a local version of a Busker’s Festival.

New in 2015, we introduced 1 additional program, “Pianos in Parks”, and 1 new mini-festival, “Arts on the Avenue”.

This report will provide Kelowna City Council an overview of highlights from these events, share information about our plans for the 2016 season, and illustrate how our activities provide direct benefits to the citizens of Kelowna, our cultural community, and the City of Kelowna.

Society structure

- Festivals Kelowna is a non-profit society that was established in 2007
- We are governed by an 11 member volunteer Board of Directors with a diversity of expertise drawn from the community and our voting membership (2015 Board of Directors list included in the *Appendix*)
- Our relationship with the City of Kelowna is managed through a multi-year “Operating Agreement”. This agreement is for a 3 year term, with a renewal option for a second 3 year term due for review in 2016.
- The City of Kelowna provides financial support for the events and activities we produce through an annual operating grant. The society leverages these funds and generates additional revenue through sponsorships, grants, community donations, ticket sales, vendor fees, and program fees.
- As we have done since 2006, the society continues to manage the funding relationship with Folk Fest and the Canada Day concerts society for Canada Day on behalf of the City of Kelowna. An administrative fee is not retained for this service but is an “added-value” for the City. We continue to work collaboratively with Folk Fest and the Canada Day Concerts Society in the planning and execution of their activities, provide advice and support, and work with their venue and service providers to help ensure the most efficient use of these funds.

Staffing

Festivals Kelowna employs a combination of full-time staff working alongside seasonal, project-based staff. Given the fluctuating planning and delivery cycles in our operating year, as well as the evolution of our events portfolio, we find this staffing strategy effective and cost efficient as it allows our society to increase or decrease staffing levels as required. To complement this

strategy we look to enter into multi-year relationships with local suppliers and contract staff when appropriate in order to maintain continuity in event delivery standards.

In 2015 our society employed four year-round event professionals including:

- Renata Mills, Executive Director (full-time)
- Ryan Donn, Program Coordinator (part-time); left position in early November 2015
- Lisa Brown, Program Assistant (part-time)
- Melissa Sbrega, Program Coordinator (full-time); assumed position in early December

During our peak event months we hired additional part-time and contract staff to provide support for key areas like Volunteer Coordination and Site & Operations Coordination for Canada Day, while a student was hired to provide support for the new event and programs we introduced in 2015. To support the Parks Alive! program we employed two university students from an event management related discipline to fill positions in a full-time, temporary capacity from mid-May to the end of August. As noted in prior reports and as continues to be the case, we find these young professionals to be an asset to our organization as they bring enthusiasm, energy, and a fresh perspective to our events and activities. In fact, we were delighted to welcome back one of our Parks Alive! students from 2014 who provided invaluable support coordinating our new “Pianos in Parks” program and assisting with the delivery of “Arts on the Avenue”.

Finally, we continued to work closely with local event industry suppliers to support our core event needs rather than rely on in-house staff resources or volunteers. SW Audio Visual again provided audio-visual, staging, and sound and lighting services for our busy events schedule. Our ability to rely on a local company that has familiarity with our events, knowledge of our budget limitations, and access to the resources and equipment we require to produce high quality events is an important factor in our success each year. We acknowledge their support and greatly appreciate their willingness to work within our budget.

A society organizational chart is included in the *Appendix*.

Mission & Vision statements

Our VISION

Connecting our community through festivals and events.

Our MISSION

Festivals Kelowna will produce and develop community-focused, accessible and diverse events. Through collaboration with our stakeholders, Festivals Kelowna will support the growth of a strong, sustainable events community.

2015 Activities

Since its formation in 2006, Festivals Kelowna continues to benefit the community by producing community events based on the following principles:

- Our events must be accessible
- Our events must be appealing to a variety of ages and interests
- Our events must positively impact the quality of life for Kelowna residents and visitors
- Our events must provide benefit to the citizens of Kelowna, and by extension, to the City of Kelowna
- Our events must be developed in a way that balances community impact with financial prudence

The following sections describe highlights from our 2015 event season:

Celebrate Canada Day – Kelowna



Mission:

To create an inclusive, barrier-free, multi-generational festival that is reflective of our community, and that encourages our citizens to actively celebrate their pride in being Canadian through cultural and recreational activities.

- “Celebrate Canada Day – Kelowna” is a single day festival held in multiple venues in Kelowna’s Cultural District including Prospera Place, Waterfront Park, Kerry Park, and Jim Stuart Park. The event featured activities and entertainment suitable for all ages, as well as areas dedicated to specific demographics including the “Kids Zone”, and the “Youth Stage”. A copy of the 2015 schedule of activities is included in the *Appendix*.
- 2015 was the 18th year of this free celebration, produced by Festivals Kelowna since 2006.
- Canada Day is the biggest event we produce each year based on size of event budget, number of participants involved, number of venues used at one time, public attendance, and scope/scale of activities presented
- This festival continues to be produced in a collaborative manner between Festivals Kelowna, Folkfest, and the Kelowna Canada Day Concerts Society for 8 years running. Each group produces their own component of the festival, sharing resources where possible, and jointly marketing their activities to the community as one larger Canada Day celebration. We also welcomed and helped promote the Kelowna Art Gallery’s “Great Canadian Apple Bin Paint-in” as they joined in on the Canada Day spirit again in 2015.

Highlights:

- Celebrate Canada Day-Kelowna is *one of the biggest events held in our community* each year
- *Attendance was up again in 2015 with an estimated 65,000 guests* passing through our event site between 10:00 am and 10:30 pm, with the fireworks again drawing huge numbers to the downtown in the evening
- *More volunteers helped out this year* with 174 generous folks assisting with all areas of the festival:
 - 77 people from 13 different groups hosted a Kids Zone activity
 - The Kelowna Lioness Club and students from the International Students Associations from UBCO and Okanagan College once again helped staff our 3 Info Booths throughout the day
 - Community groups COSAR (Search & Rescue) again brought displays, and the Model Sailboat Club held their very entertaining annual Regatta
 - 37 community volunteers hosted their booths in our “Community Groups Showcase”
 - Festivals Kelowna Directors and Festivals Kelowna members pitched in wherever needed

“I had a great deal of fun and totally enjoyed myself while volunteering this Canada Day”

“I really look forward to doing so again next year!”

“I really enjoyed Canada day volunteer! I really appreciate your guys to give me this experience”

(feedback from “Canada Day volunteer Survey”, 2016)

Festivals Kelowna – A Review of 2015 Programs and Activities
April 11th, 2016

- Live cultural performances again anchored our festival with *5 stages in 3 parks*
- Canadian musical artists of all genres and experience levels appeared on our stages and event grounds, and we used primarily Canadian artist's recordings to support our activities (i.e. fireworks display, dance performances, and live theatre performances)



*"Raft of the Medusa"
Parks Alive! Power Stage*

- *46 acts in 13 genres featured 143 individual artists, an increase in artists over 2014*
- Parks Alive! Power Stage had 9 Canadian bands in classic, indie rock, and blues genres
 - Most artists were from Kelowna or the Okanagan Valley, with headliner "Jesse Roper", an award winning Blues artist hailing from Victoria, B.C.
 - A highlight included an excerpt performance from "Raft of the Medusa", a locally written and produced rock opera
- TD Beach Stage featured 12 musical acts from multiple genres including jazz, rock, country, soul, and RnB
 - "Ezra Kwizera" headlined, sharing his world beat music with Kelowna audiences
 - New artists this year included Kelowna's own "Political Posse" featuring Councilors Ryan Donn and Tracy Gray
- WildPlay Kid's Stage showcased 6 musical and spoken word acts
 - Youth artists were featured in 5 of the 6 acts
 - Diverse performers included Bumbershoot Children's Theatre actors and singers, Inspired Word Café "Young Gun" poets, vocalist Chantelle Betuzzi, and magician Leif David
- UBCO Student Union "SUB" Stage had 4 different musical artists
 - A great new partnership with UBCO featured youth developing artists performing primarily their own works including Wild Son, Chelsea Murphy, and Jeff Piatelli
 - The Student Union hosted a free BBQ for the community at the stage, and contributed additional funds towards the performer fees
- Inspired Word Cafe Stage was alive with over 15 folk and spoken word performers
 - This is a continuing partnership with a local, "grassroots" artist collective that featured performing artists with a wide variety of skills in a high profile venue
 - Performances included original poetry works, plus improvisation (i.e. beat boxer)
 - A very "chill" vibe to this venue that is very well received by the community each year and provides a calming influence in a high-volume, busy part of the downtown on Canada Day
- *Interactive displays and demos* included the popular Hoofprints Petting Zoo, emergency service vehicles and displays, and NEW this year was a sampling of vehicles from across the decades from the Uptown Rutland Business Association's Car Show

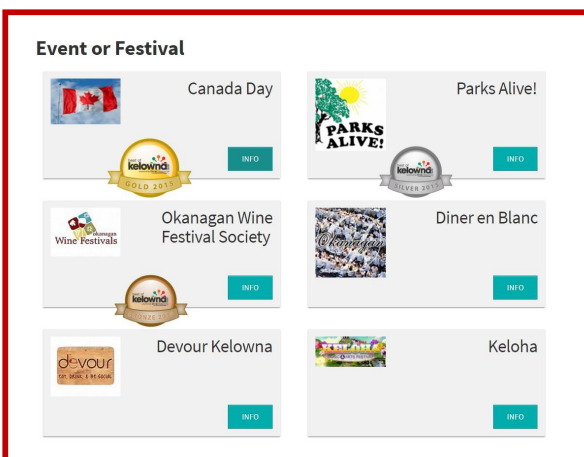


*"Chelsea Murphy"
UBCO SUB Stage*



- We incorporated the 50th anniversary of the Canadian Flag into our event in 2015 by creating 2 giant Canadian "flags" out of coroplast, posting them at the entrance to the festival in Waterfront Park, and inviting festival goers to write a statement about their favourite part about Canada or being a Canadian onto small, red squares. An outline of the flag was pre-drawn and these statements were then glued onto the flag outlines in the spaces that should be red and "read".

- Another key to our event's success was the continued interest by the local business and not-for-profit community to participate as vendors, artists, performers, media support teams, and volunteers at displays. In 2015 we welcomed:
 - 20 Food vendors dished up thousands of servings of ice-cream, hot dogs, sandwiches, deep fried pickles, curry and rice, mini donuts and more, exceeding our vendor goal by 20%
 - 26 local and Okanagan Valley artists selling original Canadian artwork attended the "Made in Canada Marketplace", holding consistent with the 2 prior years
 - 18 small and home-based businesses showcased their wares in the "Canada Day Bazaar" with everything from D.J. training services, exotic clothing and jewelry from around the world, doggie accessories, skin care products, sunglasses, and even pole dance workout lessons. We saw a 27% increase over the number of "Bazaar" vendors that joined us in the year before
 - 26 activity stations gave kids of all ages plenty to do in the "Century 21 Kids Zone", a large increase over 2014 with 8 more stations of fun than the prior year
 - 15 local non-profit groups joined us in the "Community Groups Showcase", including the Car Share Co-op, CRIS Adaptive Adventures, local political associations, Kelowna Museums, MLA's Steve Thomson and Norm Letnick, and Kelowna Fan EXPO who brought along a couple special guests from a galaxy far, far away...
- Each year we receive more and more *inquiries from marketing agencies and businesses looking to align* with "Celebrate Canada Day-Kelowna" due to its positive community focused image, all ages content, size, and longstanding success. As a result, we again welcomed onsite participation from major brands at the festival including the Overwaitea Food Group (Urban Fare/Save-On) who sliced and served 1,000's of pieces of fresh, cold watermelon, and Chances Gaming Entertainment who gave away SWAG by the handful including Frisbees, gun, games, and more. These 2 partners are great examples of businesses that demonstrate their strong commitment to the communities where they operate and have fun while doing it.
- *Our media partners also continued to be an integral component to our success* through their onsite presence and pre-event promotion of the festival. We welcomed 6 radios stations onsite (K96.3, Country 100.7, Power 104 FM, Q103, 99.9 Sun FM, 101.5 EZ Rock), as well as multiple online news sites (Castanet, Kelowna NOW, Ooook), TV (Shaw, Global Okanagan), and print media (Capital News, Daily Courier). Global Okanagan's Wesla Wong even did the evening weather reports live from the festival site.



- "Celebrate Canada Day – Kelowna" continues to be enjoyed by the community, and was again nominated in the Kelowna NOW 'Best of Kelowna' awards, *winning Gold for the third year in a row*
- *Managing our budget effectively also contributed to our event's success.* As a free festival we are always aware of the need to manage our resources, be they financial or human. In 2015 we achieved 94.2% of our budgeted revenues and leveraged the City of Kelowna's investment with an additional \$63,052 from other sources of cash revenue and over \$43,000 of in-kind support (i.e. media support, supplier sponsorships or discounts). On the expenses side, we delivered the festival at 5% less than budgeted.



Parks Alive!

Mission:

To maximize the potential of our lakefront and community parks by stimulating a vibrant art and culture presence

A community-focused program, Parks Alive! presents live entertainment and other arts-based programming in multiple parks and public spaces throughout Kelowna, primarily during the summer months of July and August each year. The 2015 schedule of events is included in the *Appendix*.


Highlights:

- Parks Alive! has been presenting live cultural entertainment in our parks and public spaces for 18 years - under the leadership of Festivals Kelowna since 2006, and overseen by the society's current E.D. since 1998.
- 

- A tradition of the Kelowna summertime, in 2015:
 - Over 26,000 people experienced our cultural performances in outdoor spaces
 - 47 concert events were held in 18 venues throughout the city from Rutland to North Glenmore to the Upper Mission
 - Events were held 5 days a week for 9 weeks in July and August, and every second Sunday featuring 21 different musical genres with 147 hours of live entertainment enjoyed by our audiences
- 3 NEW parks were added to the schedule in 2015:
 - Mission Creek Park, a new partnership with the Regional District
 - Cameron Park (Central Kelowna)
 - Blair Pond Park (Wilden)
 - 133 different performing groups and over 300 individual artists were hired:
 - 82% (101) of artists were local or from the Okanagan Valley, while 18% (32) visited from other parts of the province and Country
 - 32 performers were new to Parks Alive! while 101 had been booked in previous years – word continues to spread about the Parks Alive! performance opportunities!
 - 10 community partners worked with us to present high quality entertainment that helped broaden our artistic offerings, as well as help keep arts and cultural accessible, including:
 - Intercultural Society of Central Okanagan, connected us with their multicultural community's performers



- Kelowna Museums created and presented hands-on activities for families each week of Parks Alive! with a focus on the history of each venue. This is the second year Kelowna Museums has generously provided this activity series for our audiences
 - Artists for Creative Alliance, Inspired Word Café, and Songwriter's Stewdio connected us with the artist's within their collective
 - Opera Kelowna provided high quality, live operatic performances for our audiences
 - City of Kelowna's Park n' Play program again provided drop-in recreation activities for families at 4 concerts
 - Bumbershoot Children's Theatre and New Vintage Theatre presented 4 original, theatrical shows
- *Thanks to longstanding relationships with our local media* we continued to maintain a high level of awareness and interest in our events. We must recognize the incredible support provided by Bell Media's 101.5 EZ Rock, K96.3 Classic Rock, and the Kelowna Capital News. Each week throughout the summer they were an integral part of our ability to connect residents and visitors with our events.
 - *Sponsorship was another integral factor to our continued success in 2015.* Again, we cannot stress enough how important and generous the local business community has been in supporting Parks Alive! Many of our sponsor partners have been with us for over 5 years and have been a key factor in our ability to expand our reach into the community.

A full list of our sponsors can be found on our Parks Alive! Entertainment Season schedule *in the Appendix of this report* but we would like to draw special attention to our series sponsors – Orchard Ford as our Presenting Program partner, Valley First, K96.3 FM, Chances Gaming Entertainment, BeachTek Audio, and 101.5 EZ Rock as our weekly series Title partners.
- 
- In addition to traditional media partnerships in radio, print, and online news portals, we again heavily utilized social media to encourage conversations about our activities, post event information and schedules, as well as source and negotiate with performers.
 - *Facebook*
 - Parks Alive! page continued to gather "likes" during the season, currently sitting at 2,241
 - PA! page "organically" reached 106,952 people between July 2nd and August 31st, 2015
 - Festivals Kelowna group grew again and currently has 3,083 members, a 35% increase over 2014
 - *Twitter* followers continued to grow again in 2015 with the @parksalive account boasting 4,624 followers currently compared to 3,403 followers at the same time in 2014. The key success of twitter for us is the retweeting of our event postings via other event calendars and our partners, thereby expanding our reach exponentially
 - *Managing the budget in 2015 proved to be a little easier this year* as our revenues exceeded targets by 3.4% and our expenses were better than budget by 6.7%. In addition to the City of Kelowna grant, revenues for Parks Alive! came from student employment grants, activity grants from foundations, sponsorship, gaming funds, public donations, and permit fees from the Kelowna Busker's Program. In-kind promotions and marketing support was again provided by our media partners, with a value easily exceeding \$10,000. Of note, in 2015 we confirmed title partners for all of our concert series as well as a Presenting Partner, which helped us exceed our Revenue target by 2.7%.

On the expenses side, our two biggest costs were again performer fees (we pay all of our artists for their performances) and sound & lighting, representing 72% of the Parks Alive! budget. Overall, expenses were kept in line with projections thanks in part to generous supplier support, and a strong, reliable local artist scene.

It is important to note the diversity of performing talent that exists in our community and our ability to hire as many local, quality, experienced performing artists as we do is a huge contributing factor to Parks Alive!'s longevity and success. We acknowledge and appreciate our local arts and culture community for working with us to bring live, accessible, cultural performances to the residents of Kelowna.

Kelowna Buskers Program

Mission:

To provide unique performance opportunities for local and touring street-style artists, and to animate public walkways through cultural performances.



The Kelowna Buskers Program features 16 highly visible locations along the lakefront walkway, downtown core, Cultural District, and in the South Pandosy neighborhood. Buskers audition and can choose from 4 permit options based on how long they wish to participate in the program – annual (12 months), summer (May through September), temporary (day) and a group option to accommodate larger performance troupes. *A map of the Busk Stops is attached in the Appendix.*

While the Kelowna Buskers Program is less complex when compared to Parks Alive! or Canada Day, it is this simplicity that allows it to be equally impactful. The Buskers Program is our first point of contact for many of our new acts, and allows us to work with emerging performers to support their performance skill development.

As an extension of our regular program, we also ran the “Marquee Buskers Program” again in 2015. Council may recall that this offshoot was created in response to:

- 1) A desire to accommodate highly talented artists we couldn't fit into the oversubscribed Parks Alive! program
- 2) A need for additional cost effective ways to animate public spaces
- 3) A desire to increase the number of paid performance opportunities within the Festivals Kelowna menu of programs
- 4) A way to meet the increasing need of organizations looking to feature cultural performances at their events without having to incur significant costs for additional production support

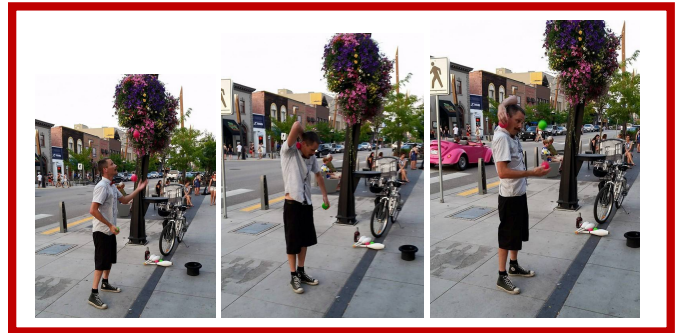
The Marquee Program, like the regular Busker's Program, is managed using a simple process:

- Buskers audition for their regular Busking permit on an ongoing basis and staff watch for unique, "stand out" performances that we can hire for events
- Buskers are "seeded" with a modest fee and hired to busk at a designated locations for 2 hour periods. During this time they are also able to accept donations from the public



Highlights:

- *129 Buskers participated in the 2015 program, a 42% jump over 2014.* This can be partly attributed to Buskers becoming more familiar with our new office location, thus signing up for the program, as well as larger Busker groups taking out permits
- Breaking down the program stats we saw:
 - 80 permits given out in 2015
 - 55 Solo
 - 25 Group
 - By permit type
 - Annual – 21
 - Summer (May to Sept) – 35
 - Monthly – 19
 - Day/trial - 5
 - 82% of Busker permits issued were to local performers
 - Buskers hailed from (based on lead applicant for the permit)
 - Kelowna – 65
 - West Kelowna – 7
 - Alberta – 2
 - B.C. – 2
 - Ontario – 2
 - USA – 1
 - New Zealand - 1
- Busker participants in 2015 included a diverse and unique group of performers, including:
 - Musicians that opened for Juno award winning Canadian fiddler Ashley MacIsaac and Canadian Country music icon Ronny Hawkins
 - Music Teachers with over 20 years experience
 - A First Nations dancer who travels the international PowWow circuit
 - A cellist with formal, classical training
 - “Ukenagan”, a ukulele quintet
 - Buskers who have performed all across the globe and/or have 40+ years of performance experience
 - Graduates of formal music programs including Boston’s Berklee College, the largest independent college of contemporary music in the world
- Buskers entertained Kelowna audiences in 2015 using mainstream instruments such as the fiddle, mandolin, banjo, harmonica, guitar, cello, violin, flute, piano, and classical harp, as well as unique/unusual instruments such as a “synth” accordion, Dulcimer, hand chimes, African marimbas, Mexican Vihuela and chatango, a Djembe Drum, and handmade “trash can” drums



- Given the interest in this program and the growing need for clearly defined Busk Stops, we worked with City staff in 2015 to replace 5 missing Busk Stop signs, as well as added 2 new Busk Stops to our inventory. New Busk Stops include:
 - in front of the Paramount on Bernard Ave
 - East side of the lakefront walkway mid-way between Jim Stuart Park and the Queensway parking lot

In this process we also closed the Queensway Transit Station Busk Stop and moved the Busk Stop located beside the compass at the former Yacht Club closer to the new Cactus Club/Yacht Club location. The goal of these changes was to create a more positive experience for both the Buskers and the nearby businesses or public facilities.

- An expansion of the Kelowna Busker's Program, "Buskers on Bernard", was held on Thursday, August 13th between 6:00 and 8:00 pm. Introduced in 2014 as a mini-version of a Buskers Festival, this year's event featured 15 local buskers. Unlike 2014, the weather was warm and sunny this year, resulting in a strong community turnout.

In 2015 we used lessons learned from our first attempt in 2014 and made changes such as:

- Condensing more Buskers into each block - a similar number of Buskers were fit into a 1.5 block area covering both sides of the street, versus 4 blocks
- The condensed model worked very well as we saw sidewalks packed with people all enjoying the "critical mass" of performances
- Acknowledging that "secret" advertising or teasers don't always work
 - in 2015 we advertised the specifics of the event and this promotion helped build interest and excitement
 - We interviewed patrons that evening and learned they had *purposefully* planned to attend



- Of note, another local event was held immediately preceding Buskers on Bernard in the downtown – the 2015 Food Truck Rally. We felt there was room for potential collaboration between our events so we met with the Food Truck Culture organizers with a goal to combine efforts in 2016. It was agreed that we will rename the event "Food Truck Culture meets Buskers on Bernard". Stay tuned for more details.

NEW – Pianos in Parks

Mission: To animate and decorate public spaces through community interaction

A new initiative introduced last summer, the idea for "Pianos in Parks" grew from a Youtube video we posted on our Festivals Kelowna facebook page that featured a street musician with incredible piano playing skills playing a "public piano" on the streets of New York City.

This post attracted huge interest and encouraged us to create a similar program in Kelowna. Thanks to the efforts of local Busker and musician Leila Neverland, readily available online resources describing similar programs in other communities, and keen partners, Kelowna launched its own public pianos program mid-June 2015.



We placed pianos in 5 active pedestrian spots in the downtown core:

1. inside the City Park tunnel
2. at the Busk Stop near the 'Spirit of Sail' at the foot of Bernard Avenue
3. along the lakefront walkway beside Jim Stuart Park
4. at the South end of the Artwalk behind the Law Courts
5. on the sidewalk along Cawston Avenue between the Rotary Centre For the Arts and the Kelowna Art Gallery

The pianos were available to play from mid-June until late September.

These pianos served multiple purposes - not only was the public invited to play the pianos and "animate" public spaces through their music, the pianos became temporary pieces of "public art" as they had all been hand-painted by local artists with original, unique designs. In addition, the pianos provided a platform for many of our buskers who don't normally have a chance to use a piano while performing.

Highlights:

- Key sponsors and partners helped ensure the program's success in this trial year:
 - Disney Interactive and their team of creatives helped fund the program, as well as send 15 artists to hand paint original designs on three of the pianos
 - Keystone Music was integral in that they sourced our pianos, delivered, tuned, and helped maintain them all season. Special thanks to Elmer Epp.
 - The City of Kelowna Parks staff were very supportive as they helped to secure and monitor the pianos



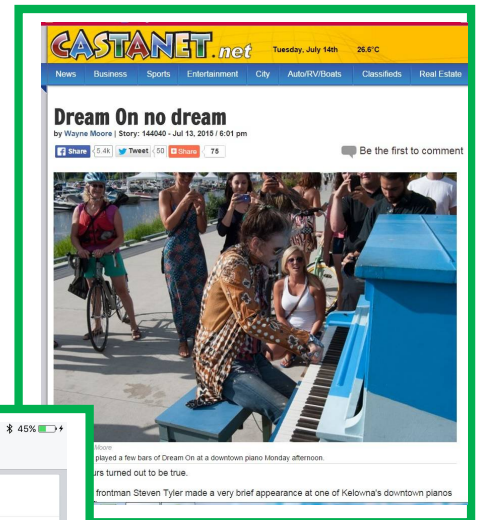
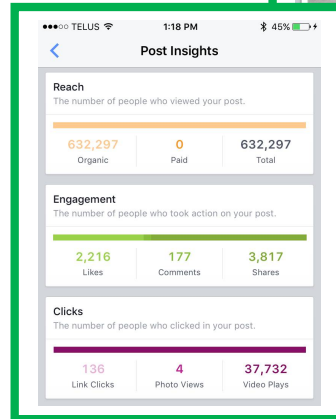
- Community interest, engagement, and the sense of ownership for the pianos was astonishingly strong and immediate. From the parents who phoned our office to say thanks for providing a way for their children to practice, to the UBCO international student who had been living away from his home and his piano for years, to the budding "Elton John's" looking to hone their skills, countless people relayed "their" piano stories and how this new initiative had affected their lives in a positive way - those that did not have their own piano but wished to play, those that rediscovered their love for this instrument, and those that were always fearful of playing in public who overcame their fear through the public pianos. To date, staff continue to have daily conversations

with people sharing their story about this simple but immensely popular program.



- While this program was much loved, the highlight of the summer was the amazing reach and impact on the public conversation generated by the impromptu performance on July 14th of “Dream On” by Steven Tyler of Aerosmith prior to his show at Prospera Place. The moment captured in video by both the media and the general public reached an estimated 833,824 people throughout Canada, as well as received national and provincial media coverage for a week from CTV news, to the Huffington Post, the Province. The video went viral on social media, including our own pages and staff’s personal accounts:

- Pianos in Parks page
 - video reached 139,100 users
 - 55,000 views
 - 718 shares
 - 158 likes
- Ryan Donn’s public facebook page:
 - video post reached 632,297 people
 - video played 37,732 times
 - 3817 shares
 - 2216 likes
 - 179 comments



- In addition to the Steven Tyler video, the public heavily utilized social media to share videos of themselves playing a piano, with an average reach of over 14,000 people. For example, videos shot and uploaded by photographer Andrew T. Barton featuring local musicians, James Elser and Eric, had over 31,000 views and 750 shares on the “Pianos” facebook page
- Thanks to a strong social media presence we received numerous inquiries from other communities wishing to create their own public pianos program, including Red Deer, AB, Greenwood, BC, Whitehorse, YT, and even Anchorage, Alaska. Just recently, we received a request for advice from Caledonia, Minnesota looking for advice on the best way to encourage their local City Council to support the idea.
- As a new program not yet imagined when the current Operating Agreement was implemented in 2014, Festivals Kelowna self-funded “Pianos in Parks” in 2015 within existing society resources and by securing new sponsors and program partners. Our financial strategy with this unknown, untested program was to run it “net zero”. Key expenses included the pianos themselves, covers and anchors, decorating supplies, brand development and the design of promotional materials, as well as piano tuning and maintenance costs. As noted earlier, Disney Interactive and Keystone Music were integral to the success of this program by providing cash and in-kind support for these hard costs in this start up year.
- Looking toward the 2016 season*, we will be making an announcement in the coming months about a possible expansion of the program with new partners, new pianos, and new locations.

"ARTS ON THE AVENUE" *-Celebrating Visual Arts-*

NEW – Arts on the Avenue

Mission: To create a fun celebration that helps connect our community with visual artists and their work



- A newly created festival in 2015, "Arts on the Avenue" was a one day, arts-focused outdoor event celebrating and promoting our local visual artist community. This funky event featured various elements including opportunities for retail sales, art exhibitions and demonstrations, live performances, art installations, and "hands on art" that welcomed and encouraged community interaction. This new festival concept was developed as an alternative to the daily vendor model.
- Free to attend, the festival was held on Thursday July 30th from 5:00 to 10:00 pm along the roadway and sidewalks of the 300 Block of Bernard Avenue between Water Street and Pandosy.

Key strategies were implemented to help ensure this new event's success:

1. Hiring of Lisa Brown, B.F.A, a professional visual artist with over 15 years experience participating in visual arts festivals, to develop and produce "Arts on the Avenue". In addition to the credibility she brought to the role as a professional artist, we were able to rely on her perspective in key areas during the planning phase such as identifying the "right" number of artists to include by category, potential partnerships with artist collectives, application and jury processes, vendor pricing, and placement and distribution of artists onsite.
2. Positioning our event as "one more opportunity for visual artists to showcase and sell their work" to set the tone of collaboration and not be seen to as competing with other art shows in the community
3. Holding the event at the end of July on a Thursday night in order to better accommodate the roadway closure, and to capitalize on the pre-long weekend activity of tourists and locals "looking for something to do"
4. Establishing partnerships with established, quality, proven successful visual art collectives and art shows in order to:
 - a. Connect with their networks of artists to spread the word about our new event, and attract new and unique artists outside of our own network
 - b. Learn from their successes and challenges
 - c. Utilize their expertise with the participant selection process
 - d. Build new relationships that would lead to long term success for our new event
5. Creating a dual application process that would appeal to both established, experienced artists as well as developing artists still honing their craft – "Full" application and "Fast Track" application
6. Setting a modest vendor fee in the first year as a way to attract artists to this unknown, unproven festival
7. Implementing a diverse marketing campaign that utilized traditional and social media platforms to inform and engage both locals and tourists arriving for the August long weekend



Highlights:

- The local artist community was tremendously open and willing to partner with us in the development of this new festival. Artists for Creative Alliance/Kelowna Arts Council were a terrific resource and provided ideas, volunteers for the event, as well as created and staffed two interactive art stations at the event, a weaving wall and sound wall. We also worked with 5 local artist groups/ shows to connect with artists including:
 - Kelowna Farmers & Crafters Market
 - Fabulous Finds
 - Etsy Marketplace Show
 - Kelowna Christmas Show/Craft Culture
 - Lake Country Art Gallery



- There was terrific interest in the idea of a new visual arts festival. Our local media were quick to pick up on the story. For example, following our media release in early June announcing the new event Castanet tracked 44,000 hits on the story *in one day over an eight hour period*, while multiple media inquiries about the event continued to flow in during the weeks leading up to the event. There was also a strong media presence onsite during the event to interview artists and patrons, and we reached over 5000 people through our social media posts and paid facebook ads.

- Artists showed tremendous interest and enthusiasm for this new festival. We had 3 artists submit applications the day we announced, while 20 artists signed up within the first two week of having our application sent out through our partners, almost exclusively using the Fast Track application. Approximately three weeks after the festival was announced we were considered “full” and had begun a waitlist in early July. By the time the festival started we had 12 artists still on our waitlist that we were unable to accommodate as there was no space left, and we had still more potential participants calling or emailing daily seeking a booth, as well as approaching organizers onsite about being invited to attend in 2016.
- 40 visual artists from a diversity of disciplines participated including caricaturists, glass blowers, wood carvers, jewelers, painters, fibre artists, clothing designers, paper craft artists, leatherworkers, potters and more.
- In addition to the artist vendors, complementary event content was added:
 - Featured Artist, Jordan Straker, an award winning wood carver from Penticton, displayed his pieces and demonstrated works in progress. Jordan had recently drawn international attention for his wood carving of the “Coat of Many Colours” for Dolly Parton.
 - An “Art & Speaker’s Corner” featured unique, live performances. The “Spoken Word Café” presented pop-up and flash poetry around art themes, as well as “Birds of Cray”, a duo who play cello and perform spoken word while wearing bird masks (totally fun, funky and different). Exhibitors and featured artists also gave short presentations about their work, such as the Ponderosa Spinners and Weavers who explained the history and evolution of their art form, and Jordan Straker shared his story as an “accidental artist” who learned his craft as a rehabilitation exercise following a workplace accident.



Jordan Straker, Penticton, BC





FestivalsKelowna



- Live musical performances were enjoyed at a “sound pod” including local Bluegrass favourites “The Trips”, and unique musical duo “James and Nikki Balfour” where one artist sang and played guitar while the other painted as she was inspired by the music. We noted that both performance “pods” were well attended throughout the event, confirming our decision to create a mix of acoustic music, poetry, performance art, and multi piece bands that would not overshadow the artisans but add to the ambiance of the event.

- Kelowna FX brought Cosplay Characters to interact with the crowd, as well as demonstrate animation techniques and invited the public to draw characters.
- The Artists for Creative Alliance (now Kelowna Arts Council) created and staffed an interactive art wall and a sound wall display that encouraged people of all ages to test their hand at being creative

Anecdotal feedback:

- Artists reported great sales:
 - “I sold 3X more than Canada Day and I’m very busy that day”
 - “I did better in sales today than at other longtime shows”
 - “This is great. People are here to buy. I’m definitely in for next year!”
- We heard from artists that they had sales even before the event officially started at 5pm. For example, one of our featured artists sold a \$6,000 piece before he had fully set-up, was commissioned for another work after the event, and shared that he had made almost \$13,000 in sales that afternoon.
- Our exhibitors saw high traffic volumes through their booths with both Kelowna FX and the Ponderosa Spinners & Weavers Guild busy during the entirety of the event, while the Artists for Creative Alliance noted that “even men were lining up to create a piece of the weaving wall”.
- *Attendance for this first time festival* was tricky to determine given the circular nature of the site layout and its ungated format. However, using feedback from event participants, volunteers, and our staff, we estimate attendance between 3,000 and 3,500 people throughout the evening.
- *Financial success of the event* – As a new event with unproven revenue streams, a cautious approach was taken during its development. However, thanks to strong participation by artists, donations and discounts on services by event supporters like Music City Studios and SW Audio Visual, as well as a tempered approach with expenses, we exceeded our net budget projection resulting in a very modest cash positive position for the festival.
- *Looking forward to 2016* we are excited by the opportunity to expand “Arts on the Avenue” to accommodate more artists and exhibitors. During and following “Arts on the Avenue” in 2015, we were contacted frequently by artists and the public asking to hold the event every week in the summer. However, moving forward the preferred choice of our staff and Board is to expand the event across multiple blocks as demand increases. This scalability allows us to accommodate additional participants while managing the space effectively, and keeping a handle on costs. This approach also follows our philosophy of “start small, create a quality event, and grow as demand dictates”. In addition, we will be exploring ways to further animate the festivals site through visual displays, interactive community engagement stations, and physical enhancement of the space through décor.



New York New Year's Eve

Program Mission:

To create a high energy, multi-activity and family friendly environment that brings the community together to celebrate New Years Eve

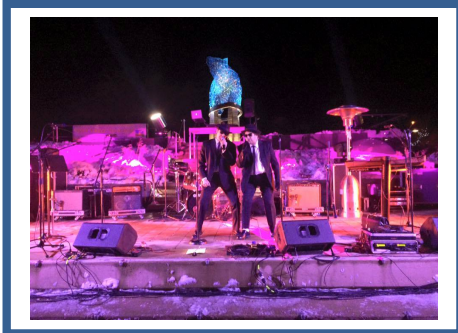


A free, annual community celebration launched in 2012 in response to public feedback that a family-friendly New Year's Eve event was needed in Kelowna. Council will recall that the timing of the event is purposeful in order to appeal to families of all ages. By "ringing in the new year" at 9:00 pm, families are able to attend with children of all ages, celebrate the New Year with other members of the community, and still have time to continue their own celebrations afterward.

"Valley First New York New Year's" was created and produced by Festivals Kelowna for the past 4 years, funded using a variety of resources including sponsorships, grants, and society funds. New in 2015, the City of Kelowna generously invested new funds to support this popular, annual event.

The event was again held in Jim Stuart Park from 6:00 to 9:00 pm, and thanks to City support saw an expansion of activities into the Kelowna Community Theatre, home of the new "Valley First Warm Up Zone". In addition, with the development of the NEW green space at the North end of the park in 2015 our "Club Penguin Kid's Zone" was relocated to this wide open area, thus creating a terrific visual connection to the rest of the event and a natural pedestrian flow between Jim Stuart Park and the KCT.

- Building on prior year's popular elements, the 2015 "Valley First New York New Year's" featured:



- 5 high-energy performing groups from the RnB, Classic Rock, Pop, and Blues genres – "Blues Brothers Too", "The Zambonis", and the "Salmon Armenians", with changeover acts "DJ Embassy" and Kelowna's "Taiko Drums" to keep audiences dancing and warm
- "The Club Penguin Kids Zone" with multiple drop-in children's activities, toss games, karaoke, 'Park n Play' games and dance party, while Red Line Bobcat again delivered 2 dump trucks of fresh snow for snow fort and snowman building
- The much loved skating rink that was well used and full of people all night thanks to the efforts of the City maintenance staff who worked hard to keep it in top shape despite the mild temps early in the day
- The ever popular free hot chocolate, provided this year courtesy of our NEW partner Re/Max Kelowna, who helped prepare and serve over 1,500 cups of hot chocolate with the help of over 15 of their volunteers
- The NEW and hugely well attended "Valley First Warm Up Zone" in the KCT that featured multiple activities such as live musical performances by "Trixie the Clown and Mr. Brown Knows", face painting, balloon animals, Giant Jenga and Connect Four, a noise maker/mask making station, and old fashioned cartoons playing on the big screen in the theatre (where parents could sit and grab a quick breather between activities).



- Copious amounts of SWAG provided by our generous sponsors and event partners including 1000's of glow sticks, winter toques, hand warmers, free swim and workout passes to the Rec Centre, and plenty of sweet treats
- NEW this year we added a special takeaway prize for a lucky 100 guests who managed to receive a golden ticket! Randomly given out throughout the event by the "Valley First Blue Team", lucky ticket holders had their picture drawn by Kelowna's own Caricaturist Marzio Manderioli on a specially made "Valley First New York New Years Eve" keepsake frame



- Capping off another successful event, His Worship, Mayor Basran helped our friends from Valley First countdown to an "early New Year" and the fireworks display



Mayor Basran and Drew Geldert, Valley First

- As an ungated event we approximate and rely on anecdotal feedback to estimate attendance. Over the course of 3 hours, we estimate close to 6,000 people attended the event venues at Jim Stuart Park and Kelowna Community Theatre. This was an increase over 2015, partially due to the milder weather and the addition of the "Valley First Warm Up Zone" as an option for families not wanting to be outside the entire event. The KCT was continuously busy from 6:30 until just before the fireworks at 9:00pm.
- To help generate awareness for the event, we again worked with a number of very supportive media partners and generated conversations on social media. This included produced ads on Bell Media radio stations, live and print media interviews with AM 1150's Phil Johnson Show, and the Kelowna Daily Courier, distribution of full colour event posters throughout the community and in print materials, as well as targeted facebook ads. For example, the "Valley First New York New Year's" facebook page reached 4,307 people in a 7 day period, while 6,472 people were "organically" reached and interacted with our posts in a similar period.
- Volunteers were such an important part of this event's success. Between our event sponsors, Festivals Kelowna Board members and their families, and helpful folks from the community, we worked with *over 49 volunteers* in this three hour event. Of particular note, we'd like to recognize the tremendous community commitment of our event sponsors:
 - *Valley First*, who has provided increasing numbers of staff each year to assist onsite. This year they *sent more than* 25 Blue Team members who helped by staffing activity stations, 2 info booths, running craft/noisemaker booth, and distributing goodies. They even pitched in to help clean up after the event.
 - *RE/Max Kelowna*, a new sponsor to the event, came out in force to prepare and serve hot chocolate. More than 15 of their local realtors team showed up to help and make this community event run so smoothly
 - *Disney Interactive* staff who took time out of their Christmas vacation to coordinate delivery and pick up of their Club Penguin characters for Club Penguin Snow Zone.



Financial Summary

As a small organization that produces free events on behalf of the City of Kelowna, we aim to balance the interests of the community seeking unique events and activities each year with the need to operate in a low risk, fiscally responsible manner. We maintain our approach of enhancing the events and programs we deliver by leveraging the City's investment with additional revenues, containing expenses, maximizing resources, and delivering activities on a cost recovery basis. As resources permit, we also look to introduce new events, such as we did with "Pianos in Parks" this past year.

The society's operating budget in 2015 was \$435,831, including the Folk Fest and Canada Concerts society costs covered by the City grant. This budget was a slight increase over the prior year, reflecting the addition of the "Pianos" program and the move toward a festival model for "Arts on the Avenue".

Revenues were secured from a variety of sources including sponsorships, grants, program and vendor fees, and donations. The society generated \$169,665 in additional cash revenues to leverage against the City of Kelowna operating grant, *\$13,229 more than in 2014 and an increase over the prior two years*. In addition, we received significant in-kind support from various sources including discounted rates on services, donation of free advertising through local print, online, and radio media, product donations and SWAG, and volunteer time commitments, to a value easily exceeding \$80,000.

The City of Kelowna's investment in the core programs was \$256,000 which included a \$13,500 "flow thru" grant to the Folk Fest and Canada Day Concert societies for Canada Day. This investment represented 60% of the society's total revenues in 2015, compared to 58% in 2014. The modest increase is due to the addition of much appreciated new funds to support the popular "Valley First New York New Year's" event which Festivals Kelowna had funded through other sources since 2012.

Even with the introduction of two new events to our inventory, we maximized our resources to bring expenses in 4.3% better than budget at \$407,205. The majority of our expenses continued to be dedicated to event programming and delivery costs. Performer fees and production services (i.e. sound and lighting, staging) represented 44% of our overall operating budget, while marketing, facility rentals, and other event services represented 10.95%. Administration costs (i.e. rent, parking, office supplies, insurance, Board expenses, etc.) accounted for 13.67%, while staff costs (wages, statutory benefits, professional development, etc.) represented about 30%.

A quick summary of plans for 2016 and 2017

As we have done for many years, we look to build on our successes by following a simple operating strategy:

1. Enhance current programs through new partnerships and collaborations that will result in new content
2. Expand our offerings by creating and adding new programs and events to our portfolio

Therefore, as we develop our activities for this coming year some of our plans will include:

1. Enhance "Celebrate Canada Day-Kelowna" by including additional recreation-based drop-in activities
2. Explore expansion of "Pianos in Parks" into more locations throughout Kelowna
3. Enhance "Parks Alive!" by continuing to seek out unique performers and community partnerships
4. Expand "Buskers on Bernard" by combining our efforts with "Food Truck Culture"

5. Expand “Arts on the Avenue” over multiple blocks along Bernard Avenue
6. Enhance “Valley First New York New Year’s Eve” by expanding stage programming in both Jim Stuart Park and the Kelowna Community Theatre, and expanding the fireworks display as a launch to the “Canada 150” Sesquicentennial celebrations in 2017

An interesting note to Parks Alive!, as of early February 2016 we had already received over 100 “Interested Performer Applications” from artists looking for a performance opportunity with the program. Of these applications, close to 60% were artists who had never performed with Parks Alive! before. In addition, a significant number of these applicants were making plans to travel through our community in the summer and had heard about Kelowna’s cool Parks Alive! program. This anecdote illustrates one of the key ways we expand our artistic offerings and present unique, new performers to Kelowna audiences.

We are also looking ahead to Canada’s Sesquicentennial year in 2017 and developing a plan that will see a combination of expanded events and activities that Festivals Kelowna currently delivers, as well as creating new events and program content specifically to celebrate Canada’s 150th anniversary of Confederation. As part of our development phase we are also identifying funds that can be used to leverage the City’s investment to local Canada 150 initiatives. Further details about our plans will be released as they are firmed up.

Conclusion

We are pleased to confirm that 2015 was another strong year for Festivals Kelowna, both financially and programming wise. As a long time partner of the City of Kelowna in the development, management, and delivery of its programs, festivals, and events, Festivals Kelowna is as committed as ever to working cooperatively and collaboratively with the City of Kelowna to provide excellent value for its tax-dollar investment, to deliver accessible and engaging community-focused events that will enhance the quality of life for Kelowna’s residents and visitors, and to contribute to the growing national and international reputation that Kelowna is THE place to live, work, and play.

Festivals Kelowna staff and Board of Directors continue to embrace our society Vision of “Connecting our community through festivals and events”. We look forward to another great year in 2016.

APPENDIX

1. Festivals Kelowna Board of Directors – 2015
2. Festivals Kelowna organizational chart
3. 2015 Celebrate Canada Day – Kelowna schedule of events and event map
4. Parks Alive! 2015 Schedule of Events
5. Kelowna Busker's Program map of Busk Stops
6. Pianos in Parks map of piano locations
7. Arts on the Avenue poster
8. Valley First New York New Year's Eve caricature frame

Board of Directors 2015

Ed Laverock, President
Operations Manager - Okanagan Valley
National Diabetes Trustee Corp., Clothesline Program

Jennifer Widmer, Vice-President
Events Manager, Downtown Kelowna Association

Willy Kovacic, Treasurer
(former) President/Managing Broker, Okanagan Strata Management

Lesley Spiegel, Private Sector Rep.
Event Producer, Owner, Synergy Events

Dustin Read
Branch Manager, Guisachan, Valley First

Justina Lee Stolz, Director
Realtor, Century 21 Realty

Ashley Laverdiere, Director
Personal Banking Officer, Valley First

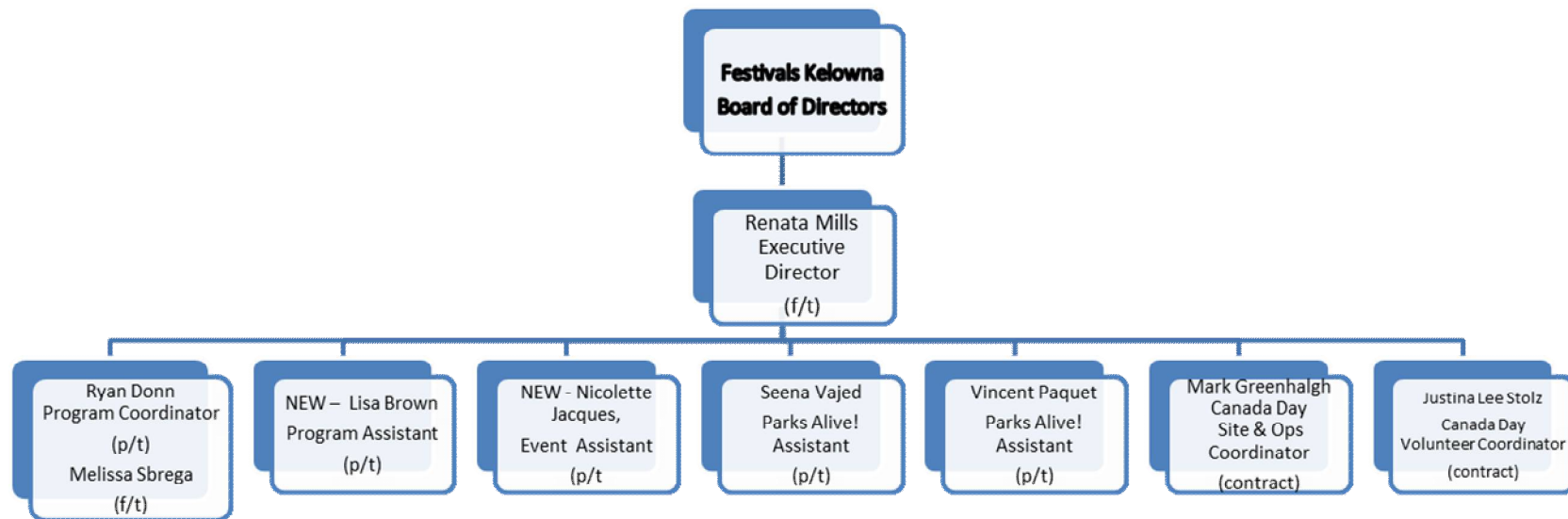
Miriam Cunha*, Director
Graphic artist, performer
(May to Nov, 2015)

Tobi-Anne McNeil*, Director
Assistant Development Manager, Melcor Developments
(May to Nov 2015)

Wendy Falkowski*, Director
Marquee Events
(May to September 2015)

*denotes Directors who stepped down mid-way through their term

Festivals Kelowna Organization Chart



Celebrate Canada Day Kelowna!

Schedule of Activities July 1st, 2015

18th Annual Canada Day Festival, Waterfront Park ~ 10:00am - 11:00pm
42nd Annual Folkfest, Prospera Place ~ 10:00am - 3:30pm
21st Annual "Canada Day Spectacular", Prospera Place ~ 7:30pm - 9:30pm

Donations
accepted at
each gate
for this free
community
festival

Activities in Waterfront Park & Cultural District

10:00am-12:00pm **Great Canadian Apple Bin Paint-In** (Kelowna Art Gallery) Host: The Kelowna Art Gallery
10:00am-8:00pm **Canada Day Bazaar** (Concession Plaza)
10:00am-6:00pm **Community Groups Display** (Harmony Bridge)
10:00am-10:30pm **Taste of Canada Food Fair** (Tugboat Beach)
10:00am-12:00pm **Mini Sailboat Regatta** (waterway near Rotary Marshes) Host: Okanagan Model Sailboat Association
10:15am-12:00pm **Kelowna City Band performance** (brick plaza outside Prospera Place)
11:00am-4:00pm **Century 21 Kids Zone** presented by **The Kelowna Capital News** (Pioneer Gardens)
11:00am-6:00pm **Made in Canada Marketplace** (Rhapsody Plaza by the Dolphins)
11:00am-4:00pm **WildPlay Kids Stage** (Pioneer Gardens)
12:00pm-all gone **Free Watermelon in the Park** courtesy of **Save-On Foods/Cooper's Foods/Urban Fare** (West side of Rhapsody Plaza)
12:00pm-10:15pm **TD Beach Stage** presented by **K96.3 FM and Country 100.7 FM** (Tugboat Beach)
12:30pm-1:00pm **Official Canada Day Opening Ceremonies** (Prospera Place) Host: Folk Fest
1:00pm-1:30pm **"Happy Birthday Canada" Cake** courtesy of **Coldwell Banker Horizon Realty** (Prospera Place)
12:30pm-9:30pm **Parks Alive! Power Stage** presented by **Power 104 FM** (Island Stage)
6:00pm-9:00pm **Inspired Word Cafe** (Kerry Park)
6:00pm-10:25pm **S.U.B. Stage** (UBCO Student Union/Blueprint) presented by **99.9 Sun FM** (Jim Stuart Park)
10:30pm-10:50pm **Canada Day Kelowna Fireworks Display** (Tugboat Bay)
presented in part by The City of Kelowna, Tolko Industries, Skyline Fireworks and Festivals Kelowna

Bring your
radio and tune
to 99.9 Sun FM
for the fireworks
simulcast

Kelowna Transit will have extended hours with buses leaving Queensway Station 30 minutes after fireworks end

WildPlay Kids Stage

(Pioneer Gardens) 11:00 am - 4:00 pm
11:00-11:20 **Great Way Martial Arts** (Demo)
11:30-12:10 **Trixie the Clown** (Clown Duo)
12:15-1:15 **Inspired Word: Young Guns**
(emerging spoken word poets)
1:30-2:15 **Bumbershoot Theatre**
(group theatre)
2:30-3:30 **Lelf David** (magician)
3:40-4:00 **Chantelle Betuzzi** (vocalist, solo)

TD Beach Stage

presented by **K96.3 FM and Country 100.7 FM**
(Tugboat Beach) 12:00 pm - 10:15 pm
12:00-12:45 **Kinga Heming** (Jazz, 3 pc)
1:00-1:45 **My Kind of Karma** (Indie Rock, 4 pc)
1:45-2:00 **Stan Jack** (First Nations dancer, soloist)
2:00-2:45 **Honest Woods** (Acoustic Indie, 4 pc)
3:00-3:45 **Robert Fine & the Finely Tuned**
(Adult Contemporary, 4 pc)
4:00-4:45 **Sista B & the Boyz** (Pop, 4 pc)
5:00-5:45 **Janette King & the Star Fysh**
(Soul, 5 pc)
5:50-6:05 **Political Possse** (Pop, 4 pc)
6:15-7:00 **Devon Coyote Band** (Indie Rock, 3 pc)
7:15-8:25 **Legendary Lake Monsters**
(Big Band, 12 pc)
8:30-8:50 **Dale Zelch** (Accordion Rock, soloist)
9:00-10:15 **Ezra Kwizera & Friends**
(African Reggae, 5 piece)

Canada Day Festivities are brought to you by
Festivals Kelowna, Folkfest and Canada Day
Concerts Society organizing committees.

Parks Alive! Power Stage

presented by **Power 104 FM**
(Island Stage) 12:30 pm - 9:30 pm
12:30-1:15 **NFA Rock Dance Band**
(Classic Rock, 4 pc)
1:30-2:15 **Lefty** (Hard Indie Rock, 4 pc)
2:30-3:15 **Poppa Dawg** (Blues Rock, 4 pc)
3:30-4:30 **Wheelhouse** (Classic Rock, 4 pc)
4:45-5:05 **Raft of The Medusa**
(Theatrical Rock, 4 pc)
5:15-6:15 **Hip Replacements** (Cover Band, 4 pc)
6:30-7:15 **One Night Only** (Classic Rock, 4 pc)
7:30-8:30 **The Fronts** (Indie Rock, 4 pc)
8:45-9:30 **Jesse Roper Band** (Blues/Rock, 4 pc)

S.U.B. Stage

(UBCO Student Union/Blueprint)
presented by **99.9 Sun FM**
(Jim Stuart Park) 6:00 pm - 10:25 pm
6:00-6:30 **Jeff Plattell** (Acoustic Pop, Soloist)
6:40-7:00 **Chelsea Murphy** (Acoustic, Soloist)
7:15-8:15 **Wild Son** (Indie Rock, 4 pc)
8:30-10:25 **DJ Code: E** (EDM, dance)

Kerry Park

6:00-9:00 **Inspired Word Cafe**
(Spoken Word, Folk, Roots)

A production of



FestivalsKelowna

Activities in Prospera Place

42nd Annual FolkFest Stage and Ethnic Food Booths

(Prospera Place) 10:00 am - 3:30 pm

10:00 to 12:30

- 1 ~ First Nations
- 2 ~ Cyril Moore
- 3 ~ Dragon Dance - Chinese Freemasons Club
- 4 ~ Blakey School of Irish Dance
- 5 ~ Banat Al Raks - (dance troupe)
- 6 ~ Mexican Folklore (dance troupe)
- 7 ~ Okanagan Chinese Canadian Assoc.
- 8 ~ Okanagan Filipino-Canadian Dancers
- 9 ~ Kelowna Pipe Band Society

12:30 Canada Day Ceremonies and Cake Cutting

1:00 - 3:30

- 1 ~ Old Time Fiddlers
- 2 ~ Centre culturel francophone de l'Okanagan
- 3 ~ Polish Eagles Folk Dance Club
- 4 ~ Rejoicing Okanagan Chinese Baptist Church
- 5 ~ Hawaiian Dancers
- 6 ~ Polish Eagles Folk Dance Club
- 7 ~ OKCK - Korean Fan Dancers
- 8 ~ Tahitian Dancers
- 9 ~ Kelowna Liedertafel Choir
- 10 ~ FINALE



The 21st Annual Canada Day Concert Spectacular

Live POPS Orchestral Concert with guests
Tricia Dagleish ★ Alexis Watson ★ Antony Knight
Free Family Event in Prospera Place 7:30 - 9:30

Your
Admission
Donations
Help Keep
the concert
FREE



Mario's Towing Part-Perfect Event Magazine

Celebrate Canada Day - Kelowna 2015, Waterfront Park



- ① Pioneer Gardens ② Rhapsody Plaza ③ Harmony Bridge ④ Concession Plaza

PARKS ALIVE!

2015
Entertainment Season
presented by



BeachTek Family Sundays

1:00 pm–3:00 pm ~ Various parks

- July 12... City Park ~ *Bumbershoot Theatre & Friends*
- July 26... Gyro Beach ~ *Bumbershoot Theatre & Friends*
- Aug 9... City Park ~ *Bumbershoot Theatre & Friends*
- Aug 23... Gyro Beach ~ *Bumbershoot Theatre & Friends*

Valley First Community Music Tuesdays

6:30 pm–8:30 pm ~ Various parks, Glenmore to the Mission

- July 7... Knowles Park ~ *Folk*
- July 14... Ben Lee Park ~ *A Night of Variety*
- July 21... Strathcona Park ~ *World Music*
- July 28... Jim Stuart Park ~ *Eclectic*
- Aug 4... Quilchena Park ~ *Strummers & Stories*
- Aug 11... Sarsons Beach ~ *Classic Rock*
- Aug 18... Gertsmar Park ~ *Country*
- Aug 25... Cameron Park ~ *Cover Bands*

K96.3 Wednesday Night Showcase

6:00 pm–9:00 pm ~ Island Stage, Waterfront Park

- July 8..... *Concert Bands*
- July 15..... *Indie Rock*
- July 22..... *Jazz*
- July 29..... *Classic Rock*
- Aug 5..... *Rock*
- Aug 12..... *Summer Fun*
- Aug 19..... *Music & A Movie*
- Aug 26..... *Music & A Movie*

Chances Gaming Entertainment Thursdays

6:00 pm–9:00 pm ~ Various parks, Glenmore to the Mission

- July 2.... Gertsmar Park ~ *Singer/Songwriter*
- July 9.... Sarsons Beach ~ *Blues*
- July 16.... Blair Pond Park ~ *Pop*
- July 23.... Rutland Lions Parks ~ *50's / 60's*
- July 30.... Kinsmen Park ~ *Blue*
- Aug 6.... Guisachan Park ~ *Classical*
- Aug 13.... Whitman Glen Park ~ *Bluegrass*
- Aug 20.... Mission Creek Park ~ *Fun In the Sun*
- Aug 27.... Jim Stuart Park ~ *Classic Rock*

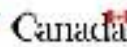
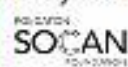
101.5 EZ Rock Theme Weekends

6:30 pm – 10:30 pm ~ Kelowna Pride Stage, Kerry Park

- July 3 & 4..... *Rock & Roll*
- July 10 & 11..... *Summer Songs*
- July 17 & 18..... *Folk / Acoustic*
- July 24 & 25..... *Country*
- July 31 & Aug 1... *Rhythm & Blues / Funk*
- Aug 7 & 8..... *Indie Rock*
- Aug 14 & 15..... *Get up and Dance*
- Aug 21 & 22..... *Eclectic*
- Aug 28 & 29..... *Summer End*

Donations ~ Events are free, but donations are very welcome and directed back into the program to help deliver accessible, high calibre, live entertainment to our community. Donate onsite nightly for your chances to win awesome prizes!

Thank you to our program sponsors:



"We acknowledge the financial support of the Province of BC"

Village of Kettle Valley

Regional District of the Central Okanagan • Okanagan Young Professionals • Uptown Rutland Business Assn • Quicksilver Design

PARKS ALIVE!

Special Events & Activities

January 1 - December 31

The Kelowna Buskers Program

Live street performances throughout the downtown core and waterfront parks.

Look for Buskers in 15 spots this summer!

Daily from 10:00 am - 10:00 pm

Arts On The Avenue **NEW**

Unique, funky and fun arts & crafts, clothing, pottery and more!

Live art demos, hands on art, music

Thursday, July 30th 5:00 - 10:00 pm

300 Block of Bernard Ave - between Water and Pandosy

Buskers on Bernard

Come discover over 17 different street artists along Bernard Ave between Ellis and Abbott. Bring your change and show your love for the performers!

Thursday, August 13th 5:00 - 7:00 pm

~ JULY 1 ~

Celebrate Canada Day - Kelowna

Parks Alive! Power Stage

Island Stage, Waterfront Park

12:30 - 9:30 pm

TD Beach Stage

Tugboat Bay, Waterfront Park ~ 12:00 - 10:15 pm

WildPlay Kid's Stage

Pioneer Gardens, Waterfront Park

11:00 am - 4:00 pm

S.U.B. Stage

Student Union Blueprint

Jim Stuart Park ~ 6:00 - 10:15 pm

Inspired Word Café Stage

Kerry Park ~ 7:00 - 9:00 pm



We promote a healthy, stroke-free environment at all our events

LOCATION LEGEND

Ben Lee Park - 900 Houghton Road

(corner of Houghton & Franklin roads)

NEW Blair Pond Park - 333 Clifton Road

(on the right just before Magic Estates)

NEW Cameron Park - 2345 Richter Street

(corner of Richter and Birch Ave)

City Park - 1600 Abbott Street

Gertsma Park - 205 Gertsma Road South

Gyro Beach Park - 3400 Lakeshore Road

(on North grassy area, near Walt Road)

Gutschan Heritage Gardens - 1060 Cameron Ave.

(off Gordon Drive)

Kerry Park - 1480 Mills Street

Kinsman Park - 2600 Abbott St.

Knowles Heritage Park

Corner of Bernard & Ethel St.

NEW Mission Creek Regional Park

2363 Springfield Road

Quilchena Park - 347 Quilchena Drive

(Kettle Valley Sportsfields)

Rutland Lions Park - 205 Gray Road

(behind Plaza 33)

Sarsons Beach - 4398 Hobson Rd.

(corner of Hobson & Sarsons Rds.)

Strathcona Park - 2290 Abbot St.

(behind the Hospital)

Jim Stuart Park - 1414 Water Street

Waterfront Park - 1200 Water St.

(beside The Delta Grand Okanagan)

Whitman Glen Park - 308 Whitman Rd.

(off Drysdale Road, behind the IGA plaza)

For a detailed listing of performers for each event, please go to

www.FestivalsKelowna.com/parksalive

Performances subject to change without notice.



www.facebook.com/parksalive



@parksalive



www.facebook.com/ArtsOnTheAvenue



FestivalsKelowna group

A Production of



FestivalsKelowna



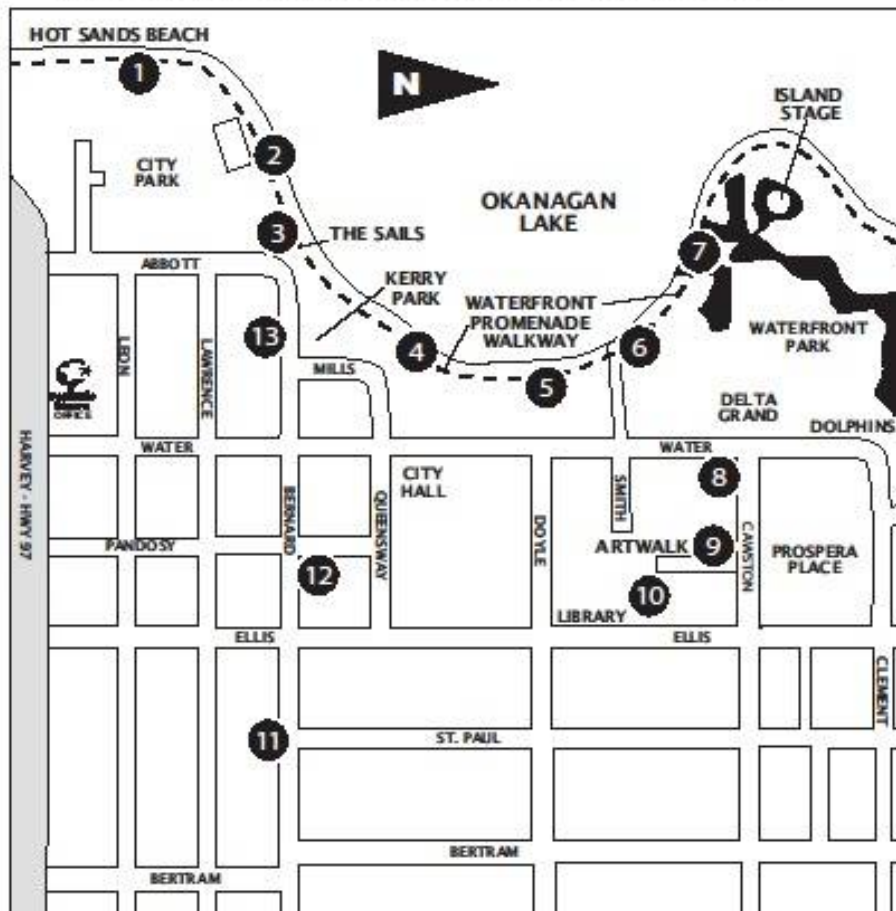
youtube.com/festivalskelowna



THE KELOWNA BUSKERS PROGRAM

Licensed BUSK STOP locations

- | | |
|---|---|
| <ol style="list-style-type: none"> 1 City Park, near Hot Sands Beach washroom building (Pipers permitted) 2 City Park, near City Park washroom building, water park, and dock 3 Entrance sign to City Park on corner of Bernard Ave. and Abbot St. 4 Waterfront Promenade, between Jim Stuart Park and Queensway parking lot 5 Waterfront Promenade, between Jim Stuart Park and Cactus Club Cafe 6 Waterfront Promenade, across from Rose's Pub patio 7 Waterfront Promenade, Boat Locks area behind Delta Grand Hotel (Pipers permitted) 8 Kelowna Art Gallery, corner of Water St. and Cawston Ave. (Solo performer only) 9 Rotary Centre For The Arts, Artwalk promenade on south side 10 Library Parkade, in front and to the left of the Library parkade entrance 11 Downtown on Bernard, sidewalk in front of the Mad Mango Cafe at Bernard and St. Paul 12 NE corner of Bernard Ave. and Pandosy St., in front of Lulu Lemon 13 Bernard Ave., in front of the Paramount and Salted Brick | <p>Times</p> <p>Buskers
10:00am-10:00pm</p> <p>Pipers
10:00am-6:00pm</p> |
|---|---|



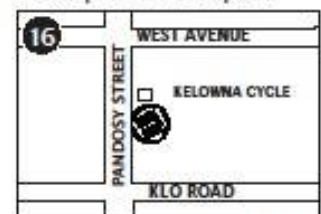
Boyce-Gyro Beach Park
3400 Lakeshore near the Apple Concession



Rotary Beach
3726 Lakeshore on the grass



Mission on Pandosy St.
Beside public art sculpture



A Production of



www.Festivalskelowna.com follow us on Instagram@FestivalsKelowna #KelownaBuskers



Presented By



In Partnership with





"Pianos in Parks" is a new initiative created by Festivals Kelowna in 2015 with a goal to animate and decorate public spaces through community interaction.

Inspired by similar 'pop-up piano' initiatives all over the world, we have placed 5 free, playable pianos in downtown Kelowna. Find your "inner Mozart" and enjoy!

#PIANOSINPARKS



FestivalsKelowna

"PIANOS IN PARKS" WILL BE OPEN FOR PLAYING FROM EARLY JUNE UNTIL LATE SEPTEMBER AND CAN BE FOUND:

1. Entrance to the City Park pedestrian tunnel (near the W.A.C. Bennett Bridge)
2. Busk Stop near 'The Spirit of Sail' fountain at the foot of Bernard Avenue
3. Along the lakefront walkway beside Jim Stuart Park (across from Kelowna City Hall)
4. South end of the Art Walkway (between the Courthouse and the Library parkade)
5. Sidewalk along Cawston Avenue, mid-way between the Rotary Centre for the Arts & the Kelowna Art Gallery

FOR MORE INFO CONTACT FESTIVALS KELOWNA
778.214.7284 FESTIVALSKELOWNA.COM

view of 2015 Programs and Activities
April 11th, 2016

JULY
30

"ARTS ON THE AVENUE"

-Celebrating Visual Arts-



Thursday, July 30
Bernard Avenue, 300 Block
5:00 to 10:00 pm

Artists of all disciplines will be taking over the beautifully revitalized street and sidewalks between Pandosy and Water St, making it perfect for an evening of artistic revelry in beautiful downtown Kelowna!

BUY, CREATE, CELEBRATE
with
Artists, Demos, Installations & Performances

A special thank you to our partners:



A production of FestivalsKelowna



Our artist partners:

Kelowna Farmers & Crafters Market
Craft Culture
Lake Country Art Gallery
Fabulous Finds




FestivalsKelowna

Presents a  **Valley First**

new york NEW YEARS

DEC 31ST, 2015 @ Stuart Park

{ 6PM TO 9PM }

FEATURING

- Live Musical Performances on Stage*
- Club Penguin Kid's Zone Activity Stations*
- NEW Valley First Warm-up zone @ Kelowna Community Theatre*
- Facepainting & Crafts @ Kelowna Community Theatre*
- FREE Hot Chocolate courtesy RE/MAX Kelowna*
- New Year's Countdown & Fireworks Show at 9PM*
- Skating!*

#NYEKELOWNA  @PARKSALIVE  /FESTIVALSKELOWNA

MANY THANKS TO ALL OUR SPONSORS










Valley First New York New Year's "golden ticket" caricature frame





FestivalsKelowna

Summary of our 2015 year

Presented by Ed Laverock, President
and Renata Mills, Executive Director

April 11th, 2016



FestivalsKelowna

Vision

Connecting our community through festivals and events

Mission

Festivals Kelowna will produce and develop community-focused, accessible, and diverse events. Through collaboration with our stakeholders, Festivals Kelowna will support the growth of a strong, sustainable event community

Society Structure

- Non-profit society established in 2007
- Governed by 11 member Board of Directors drawn from community at large and our membership
- Relationship with City of Kelowna managed through a multi-year Operating Agreement; up for renewal in 2016
- City provides Festivals Kelowna with a grant to support key programs we deliver on City's behalf

Society structure (cont.)

- FK manages City grant for annual Folk Fest and Kelowna Canada Day Concerts events
- FK participates in other civic initiatives by providing advice and resources (i.e. Creative Cities Conference, volunteer program development, public art program review, civic block workshops, Canada 150)
- Programs and events managed by combination of full-time, part-time, seasonal, and contract staff

What we do...

We produced 6 events/programs in 2015:

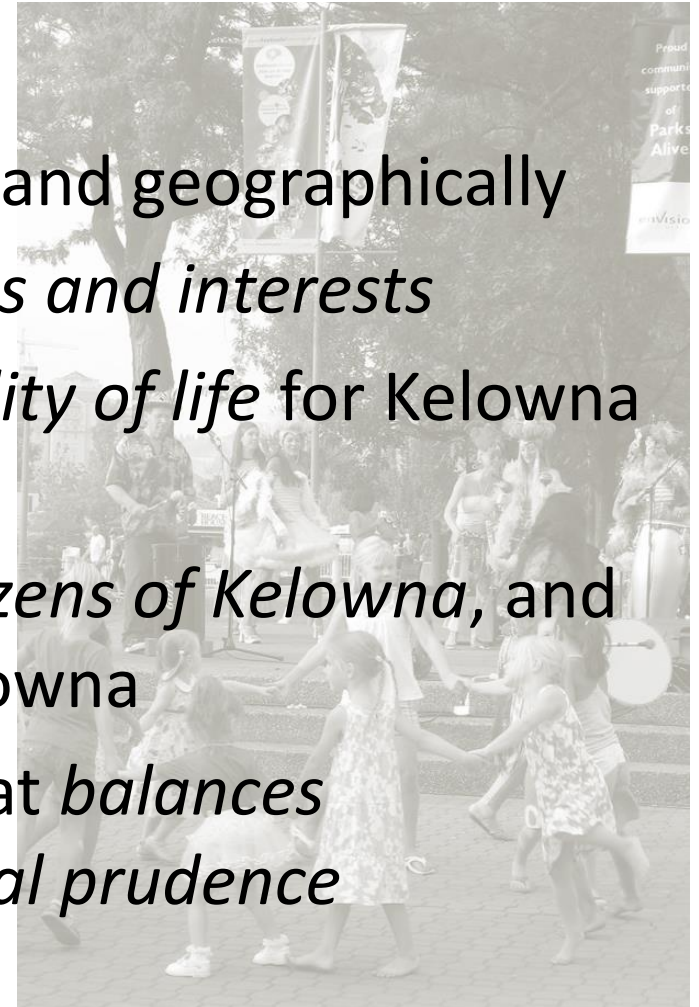
1. Celebrate Canada Day – Kelowna
2. Kelowna Buskers Program including:
 - a. Marquee Buskers Program
 - b. Buskers on Bernard
3. **NEW** – Pianos in Parks
4. Parks Alive!
5. **NEW** – Arts on the Avenue
6. New York New Years Eve

All our events are family friendly, multi-age appropriate

Our Event Development Philosophy

All our events and activities:

- Must be *accessible* - financially and geographically
- Must *appeal to a variety of ages and interests*
- Must *positively impact the quality of life* for Kelowna residents and visitors
- Must *provide benefit to the citizens of Kelowna*, and by extension, to the City of Kelowna
- Must be developed in a way that *balances community impact with financial prudence*



Celebrate Canada Day - Kelowna

- A **single day festival** that encourages our community to celebrate their Canadian pride
- **18 years**, produced by Festivals Kelowna since 2006
- Popular “**Folk Fest**” and **Canada Day Concerts**” held parallel; shared marketing, ceremonies, and giant birthday cake
- Kelowna Art Gallery and other groups hold their events alongside ours and we all **cross promote**



Canada  Day

Celebrate Canada Day - Kelowna

Lots to do and see:

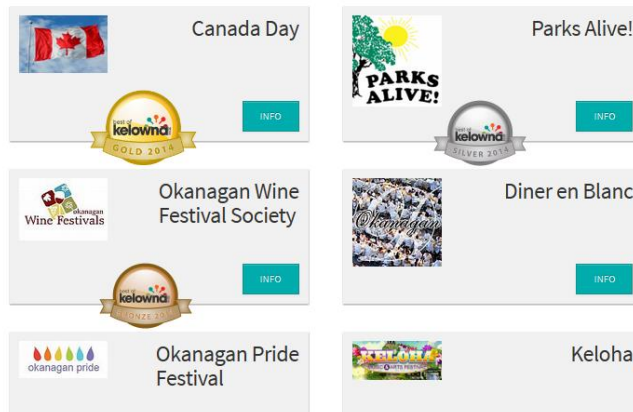
- **5 stages in 3 parks** showcased **46 acts** in **13 genres** with **143 individual artists**
- **20 food vendors**
- **26 Okanagan and B.C. artists** sold art at the “Made in Canada Marketplace”
- **15 local non-profits connected with the public** at the “Community Group Showcase”
- **26 interactive stations** in the “Century 21 Kid’s Zone”
- **18 small or home-based businesses** in “Canada Day Bazaar”
- Over **1,000 slices of cold watermelon** served
- **174 volunteers** applied tattoos, gave out info, and ran stations



Celebrate Canada Day - Kelowna

- Biggest free event in our community every year - **over 60,000 guests** attended in 2015!
- Terrific **media support**— 6 radio stations, 2 online news portals, 2 papers, and 2 TV stations had a presence onsite or promoted event
- Continues to **win awards**
- **Cooperation** between event organizers, City depts, law enforcement, safety agencies, and a well behaved public = **fun, safe event!**

Event or Festival



Parks Alive!

- 2015 was the **18th year** of presenting free outdoor entertainment in Kelowna
- **47 FREE concerts** held **5-6 days** a week for **9 weeks**, in **18 parks**, featuring **over 133 groups with 300 individual artists** in **21 musical genres**, resulting in **147 hours of live, cultural performances**
- **Over 26,000 people attended** this summer



Parks Alive!



Parks Alive!

- **3 NEW parks used in 2015** – Mission Creek, Cameron Park, and Blair Pond



- **10 Partnerships** led to unique artists, enhanced onsite activities, increased promotion of events, pooled resources, new audiences, and more Impactful events (i.e. Kelowna Museums, Artists for Creative Alliance, Bumbershoot Theatre, Opera Kelowna)

Parks Alive!

- **Strong investment from sponsors** – every series had a title partner, 15 program sponsors overall
- Very **supportive media** community widely promoted our events and activities
- Active **social media engagement** – almost **107,000 people reached** via Parks Alive! facebook page, **4,624 twitter followers**, 36% jump since 2014
- **Silver Award 3rd year in a row** for “**Best Festival or Event**” in “**Best of Kelowna**” Awards



Kelowna Buskers Program

- 17 years providing performance and development opportunities for street style artists
- 4 permit options – annual, summer, month, day
- 80 permits issued to 129 individual Buskers (55 solo 25 group); 42% increase over 2014
- 82% local artists; others from New Zealand, USA, and Eastern Canada
- Range of experience levels – graduates of formal music programs, to session musicians, to 40 year street musicians
- Diversity of acts included classical musicians, dancers, guitarists, vocalists, and acrobats



Kelowna Buskers Program

Demand and interest led to:

- **Addition of 3 NEW “Busk Stops” downtown, 16 total**
- Exploration of new Busk Stops in Rutland
- Continuation of **“Marquee Buskers Program”** to hire Buskers for our events and support other requests
- 2nd annual **“Buskers on Bernard”**, August 13th



NEW – Pianos in Parks



- Idea evolved from facebook post
- **Huge buy-in** from partners – Disney Interactive, Keystone Music, City of Kelowna
- **5 pianos placed in high traffic**, pedestrian walkways mid-June to end of September



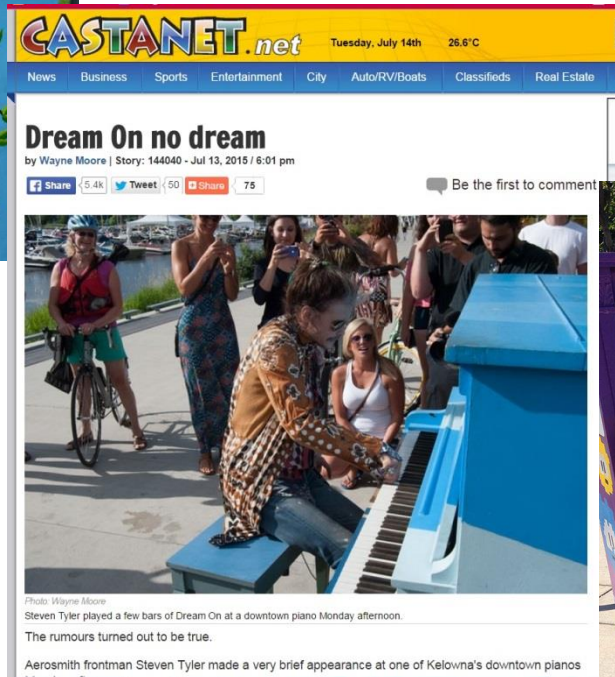
- Disney artists and FK volunteers **decorated pianos** to create **temporary public art**
 - Public invited to “discover their inner Mozart”

NEW – Pianos in Parks



- Astonishing public interest
 - **Heavy use** of pianos; “hard to find an open one”
 - Active social media engagement ; **average reach of over 14,000 people** via personal shared piano playing videos
 - Aerosmith’s **Steven Tyler “moment” reached over 833,000 people**, including national media coverage
 - **Inquiries from other cities** – Anchorage, Alaska to Red Deer, Alberta, to Caledonia, Minnesota
 - Countless **offers to donate pianos**
 - **Requests for expansion** into new locations in City

NEW – Pianos in Parks



NEW – Arts on the Avenue

- One day visual arts festival **launched in 2015**
- Pitched to artist community as “**another opportunity** for visual artists to showcase and sell”
- Purposefully **designed for success** – timing, location, application process, content, duration, partnerships
- Developed as **alternative to daily retail model**



Arts on the Avenue

NEW – Arts on the Avenue

- **5 partner groups** helped source and review applicants:
 - Kelowna Farmers Market - Fabulous Finds
 - Etsy Marketplace - Kelowna Craft Culture
 - Lake Country Art Gallery
- **Public interest** was high – **44,000 story views** of announcement on Castanet
- Concept very **well received by artists** – 3 applications in hours, 20 after 1 week, **waiting list by mid-July**
- **40 visual artists participated** – potters, glass blowers, painters, sculptors, fabric artists, wood carvers, leatherworkers, paper art and animators, etc.



Arts on the Avenue

NEW – Arts on the Avenue

Complimentary activities included:

- **Featured artists** demonstrating and displaying work
- **“Art & Speaker’s Corner”** featuring live spoken word performances
- **Exhibitors** (i.e. Ponderosa Spinners and Weavers, KFX)
- **Live musical performances**
- **Interactive art projects** organized by Artists for Creative Alliance (i.e. “sound wall”, “weaving wall”)
- Attendance estimated at **3,500 people**
- Artists confirmed sales were very strong; most confirmed **interest to return for 2016**



Arts on the Avenue

Valley First New York New Years Eve

- **4th year** of family-focused event
- **Jim Stuart Park**, 6 – 9 pm, with **NEW** “warm up zone” at **KCT**
- **6 high energy acts** – DJ’s to Taiko Drummers
- **“Club Penguin Kid’s Zone”** with 8 stations of dancing, tossing, karaoke, and snow fort building
- **1,500 cups of hot chocolate** served by **Re/Max Kelowna**



- **“Valley First Warm Up Zone”**
hosted face-painting,
NYE blower station,
cartoons, and giant board games

Valley First New York New Years Eve

- Custom caricature for 100 lucky guests
- 1,000's of glow sticks cracked and flashed
- Warmer weather = attendance close to 6,000
- Great media coverage and social media engagement of more than 10,000 on facebook
 - Great sponsors and partners integral to success:



- 25 Valley First volunteers
 - over 15 Re/Max Realtors
 - Disney Interactive crew
- City staff maintaining venues with a smile
- SWAG galore given to kid's of all ages

Valley First New York New Years Eve



Financial Summary



FestivalsKelowna

- Operating budget of **\$435,831**
- **City invested \$256,000 in programs and events** (includes \$13,500 Folk Fest/Pops flow-thru grant for Canada Day); represents **60%** of our budget
- **Leveraged City grant** by additional **\$169,665**; \$13,229 more than in 2014
- Even with addition of 2 new programs, **achieved 97%** of revenues while **managing expenses at 6.6%** better than budget
- **Majority of resources spent on event programming and delivery costs; 55% of budget** spent on sound, lighting, staging, facility rentals, safety event services, etc.

What's ahead for 2016



FestivalsKelowna

Core development strategy to “enhance” and “expand”:

1. Enhance “Celebrate Canada Day-Kelowna” by adding 2 new recreation drop-in activities
2. Expand “Pianos in Parks” into more locations
3. Enhance “Parks Alive!” through unique performers and partnerships
4. Expand “Buskers on Bernard” by combining with “Food Truck Culture” event



Continued...



FestivalsKelowna

5. Expand “Arts on the Avenue” over multiple blocks
6. Enhance “Valley First New York New Year’s Eve” by
 - expanding stage programming in both Jim Stuart Park and the Kelowna Community Theatre
 - expanding the fireworks display as a launch to the “Canada 150” Sesquicentennial celebrations in 2017
7. Commence planning for Canada 150 activities that will:
 - Enhance current programs (i.e. special Canada Day and Parks Alive! C150 content)
 - Add new events (i.e. new, larger scale concert series)

A summary of 2015...



From our activities, we:

1. Entertained over **100,500 people** of all ages and interests
2. Hired or provided opportunities for **686 visual and performing artists**
3. Added **2 new accessible, cultural programs** for our community's enjoyment
4. Paid more than **\$58,000 to artists** performing at our events
5. Engaged over **241 volunteers**
6. Re-invested **over \$150,000** in the local business community to hire event services
7. Filled **62 parks and public spaces with** cultural performances
8. Engaged **more than 1 million people** through social media



FestivalsKelowna

REPORT TO COUNCIL



Date: April 11, 2016

RIM No. 1250-30

To: City Manager

From: Community Planning Department (TB)

Application: Z16-0002

Owner: Margaret Anne Ward
David Bertrum Ward

Address: 200 Clarissa Rd

Applicant: David Bertrum Ward

Subject: Rezoning Application

Existing OCP Designation: S2RES - Single/Two Unit Residential

Existing Zone: RU1 - Large Lot Housing

Proposed Zone: RU1c - Large Lot Housing with Residential

1.0 Recommendation

THAT Rezoning Application No. Z16-0002 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 12, Section 23, Township 26, ODYD, Plan 15416, 200 Clarissa Rd, Kelowna, BC from the RU1 - Large Lot Housing zone to the RU1c - Large Lot Housing with Carriage House zone 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 July 10, 2015;

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

2.0 Purpose

To rezone the subject property to facilitate the development of a carriage house.

3.0 Community Planning

Community Planning Staff support the proposed rezoning application to allow the development of a carriage house on the subject property. The proposed single storey carriage house use is

consistent with the Official Community Plan (OCP) policies for Sensitive Infill and Compact Urban Form. The Future Land Use designation S2RES - Single / Two Unit Residential is consistent with the proposed RU1c - Large Lot Housing with Carriage House zone. The property is also located within the Permanent Growth Boundary.

Council Policy No. 367 with respect to public consultation was undertaken by the applicant. All adjacent neighbours within a 50m radius were notified in December 2015. To date, staff has received no comments.

4.0 Proposal

4.1 Background

The original single storey bungalow was built in the Regional District of Central Okanagan in 1967. A detached double car garage and workshop was constructed in 1979, which will remain on site adjacent to the proposed carriage house.

4.2 Project Description

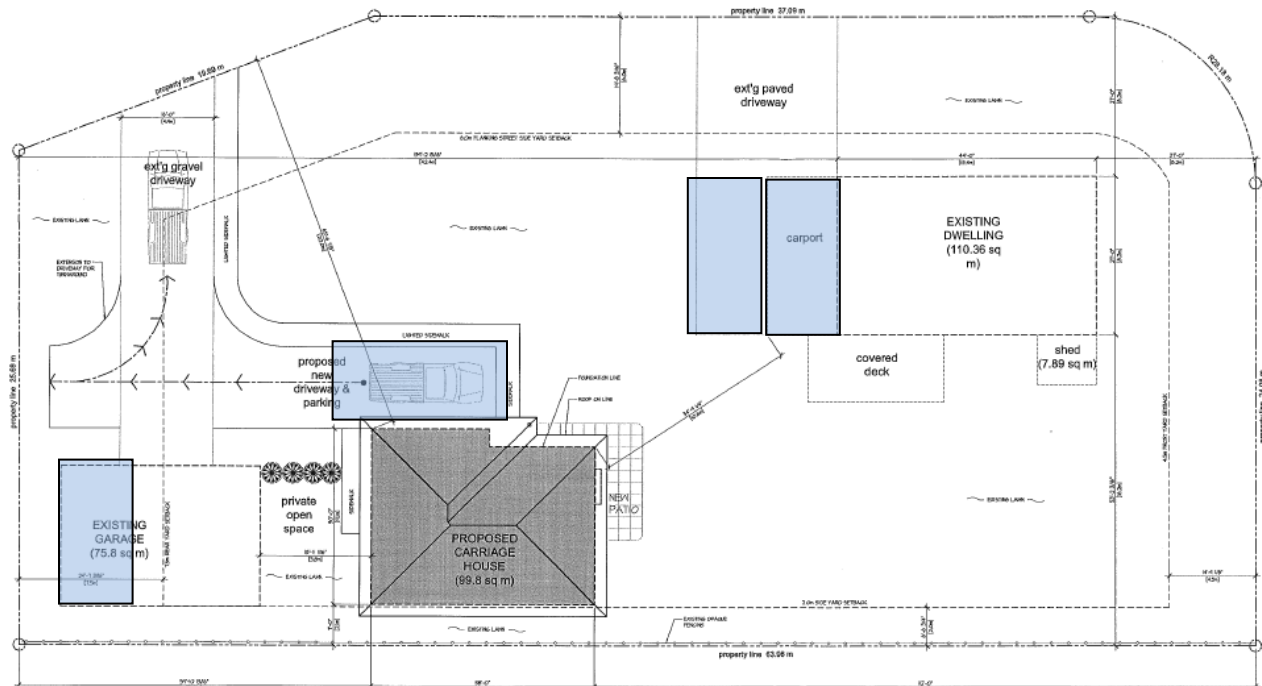
The subject property is located on the south side of Clarissa Road, in Rutland near Belgo Park. The proposed carriage house is single story and will be wheelchair accessible to meet the needs of the property owner.

Access to the carriage house will be from an existing secondary gravel driveway. Paving and utilizing this driveway as opposed to the main driveway on the subject property will allow the preservation of several healthy mature trees on site as per OCP guidelines (Chapter 14, Section C, Guideline 1.10). This is because the realignment of the main driveway to provide access and parking would require the removal of between 1 and 3 trees. The Development Engineering Department has not expressed any concerns with maintaining two driveways on the property due to the nature of the property both large in size and located on a corner of two local roads.

Existing Gravel Driveway to be paved:



Parking for the main dwelling is achieved in a 2 car driveway and single car carport. Parking for the proposed carriage house is achieved on the driveway in front of the carriage house. Additional parking is available in a single car garage on site. The large property provides ample private open space for both dwellings.



The property does not have access to municipal sewer however a Wastewater Practitioner has inspected the property and determined the soil conditions are favourable for a separate septic system.

4.3 Development Variances

The proposed carriage house requires one variance to maximize the lot coverage of all accessory buildings to 183.5m² proposed from 130m² required. This increased lot coverage allows for the preservation of the existing accessory building, and construction of single story accessible carriage house as opposed to a 1 ½ story. Should Council support the rezoning, a Development Variance Permit application will be brought forward for Council consideration.

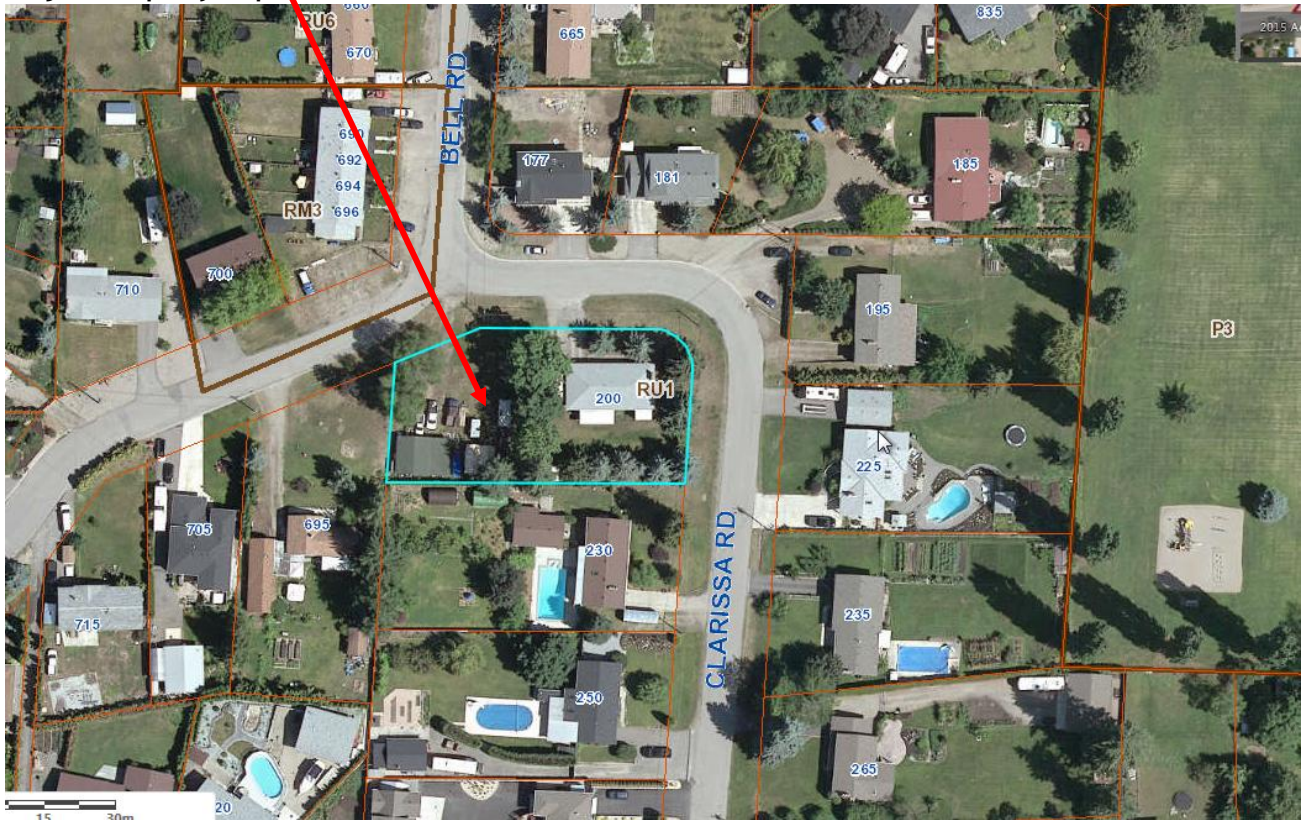
4.4 Site Context

The majority of the adjacent parcels contain single family residential homes and are zoned RU1.

Adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 - Large Lot Housing RM3 - Low Density Multiple Housing	Residential
East	RU1 - Large Lot Housing	Residential
South	RU1 - Large Lot Housing	Residential
West	RU1 - Large Lot Housing	Residential

Subject Property Map:



4.5 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RU1c ZONE REQUIREMENTS	PROPOSAL
Existing Lot		
Lot Area	550 m ²	2012 m ²
Lot Width	16.5 m	32.6 m
Lot Depth	30 m	64.0 m
Development Regulations		
Site Coverage (buildings)	40%	17.3%
Maximum Total Site Coverage (buildings, driveways, & parking)	50%	30.48%
Site Coverage: accessory buildings or structures and carriage house	14%	9.1%
Floor area of carriage house (footprint)	100 m ²	99.8m ²
Max. Lot coverage of all accessory buildings (including carriage house)	130 m ²	183.5m ² ●
Max. net floor area of carriage house to total net floor area of principal building	75%	60%
Setback from Principal Dwelling	3 m	10.6m
Carriage House Regulations		

Min. Side Yard (south)	2.0 m	2.1 m
Min. Side Yard (north)	2.0 m	20.0 m
Min. Rear Yard (without a lane)	2.0 m	18.3 m
Max. Height (carriage house shall not be higher than existing primary dwelling unit)	1 storey	1 storey
Other Regulations		
Min. Parking Requirements	3 stalls	>3 stalls
Min. Private Open Space	30m ² per dwelling	>30m ² per dwelling
● Indicates a requested variance to the maximum lot coverage of all accessory buildings from 130m ² required to 183.5m ² proposed.		

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Chapter 5 - 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.

Sensitive Infill.² Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height and siting.

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.
- 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 March 8, 2016.

6.3 Ministry of Transportation and Infrastructure

- File 2016-00101 Preliminary Approval is granted for the rezoning for one year pursuant to section 52(3)(a) of the Transportation Act.
- If you have any questions, please feel free to call Audrie Henry at (250) 712-3663.

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

² City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

6.4 Fire Department

- No concern with 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 Clarissa Rd. for emergency response
- Do not release BP until all life safety concerns are completed.

6.5 Irrigation District

- See attached letter (Schedule "B") from Rutland Water Works District dated January 21, 2016.

7.0 **Application Chronology**

Date of Application Received: January 6, 2016
Date Public Consultation Completed: December 3, 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

Conceptual Elevations and Floor Plans

Schedule A: Development Engineering Memorandum dated March 8, 2016

Schedule B: Letter from Rutland Waterworks District



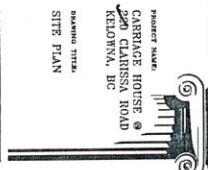
RECEIVED FROM	BY	DATE
1. GAZALU FROM ENP		NOV 1971

NOTES:

DRAWING NUMBER		DATE	
DP-1			
DESIGN	DATE	CONSTRUCTION	DATE
DESIGNED		CONSTRUCTED	
PROJECT NO. 2015-003			
1. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PROJECT.			
REVISION	REASON	BY	DATE

PROJECT NAME: **CARRIAGE HOUSE @
220 CLARISSA ROAD
KELOWNA, BC**

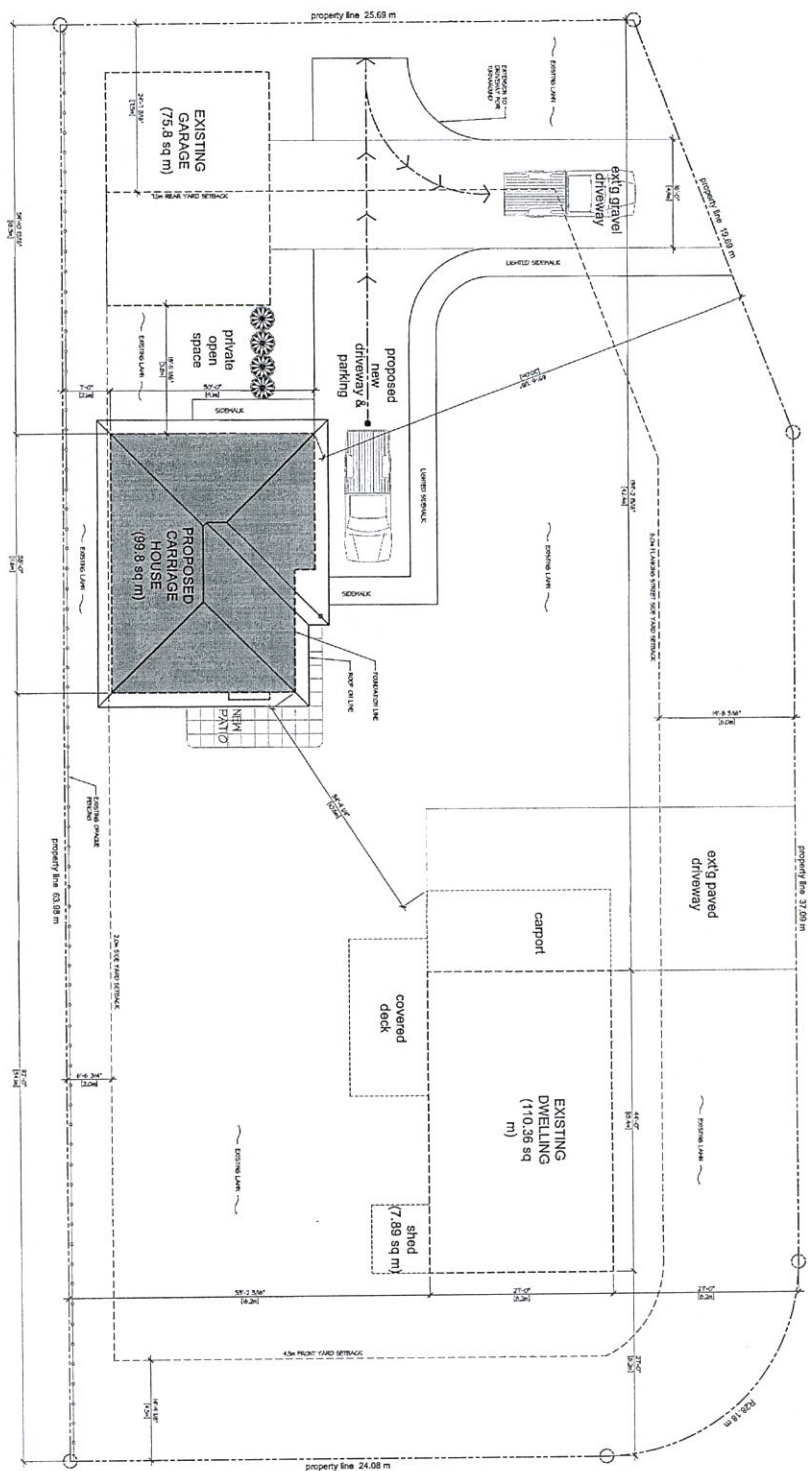
SITE PLAN



**CORNERSTONE
CONTRACT SERVICES**

[illegible]

SITE PLAN
SCALE: 1/8" = 1'-0"



CITY OF KELOWNA
MEMORANDUM

Date: March 8, 2016
File No.: Z16-0002
To: Urban Planning Management (TB)
From: Development Engineering Manager (SM)
Subject: 200 Clarissa Rd Lot 12 Plan 15416 Carriage House RU1C

Development Engineering has the following requirements associated with this application.

1. Domestic Water

The property is located within the Rutland Water District (RWD) service area. The water system must be capable of supplying the domestic and fire flow demands of the proposed project in accordance with the Subdivision, Development & Servicing Bylaw. The developer is responsible, if necessary, to arrange with RWD staff for any service improvements and the decommissioning of existing services.

2. Sanitary Sewer

Municipal sanitary sewer service is not currently available to this property which is included in Sewer Connection Area No. 22 for Central Rutland. The proposed carriage house will trigger additional cost share for an eventual Local Area Service neighbourhood sewer project.

For this application, sanitary sewage will be handled by an on-site sewage disposal system. On-site servicing will be reviewed by the Interior Health Authority and Building & Permitting.

3. 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.

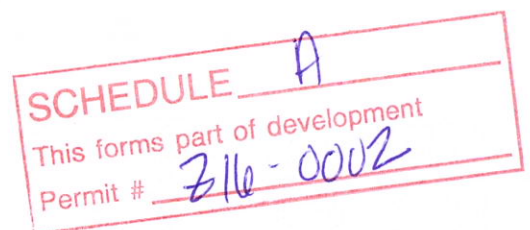
4. Access and Parking Requirements

The proposed parking configuration appears acceptable. If necessary, existing signage will be relocated at the applicant's expense.



Steve Muenz, P.Eng.
Development Engineering Manager

jo





Rutland
WATERWORKS DISTRICT

106 – 200 Dougall Road North
Kelowna, BC V1X 3K5
www.rutlandwaterworks.com

p: (250) 765-5218
f: (250) 765-7765
e: info@rutlandwaterworks.com

January 21, 2016

Dave & Marg Ward
200 Clarissa Rd
Kelowna BC V1X 1G6

RE: Lot 12, Plan 15416 – 200 Clarissa Rd (Zoning)
File # DP160004, DVP16-0005 and Z16-0002, RWD File 16/02

In response to City of Kelowna request for comment the following is a summary of Rutland Waterworks District requirements:

1. Capital Expenditure Charges for one multi-family unit (Carriage House) \$2,200.00
- Total Fees Payable** \$2,200.00

Water service for the carriage house is to be extended from the existing single family dwelling (through the existing water meter).

Any outstanding accounts must be brought to current status.

Upon receipt of these fees a water certificate will be issued.

Should you have any questions or require further information, please contact the undersigned.

Sincerely,


Pete Preston
General Manager

c. City of Kelowna (Planning Department)

SCHEDULE <u>B</u>
This forms part of development
Permit # <u>716-0002</u>

CITY OF KELOWNA
BYLAW NO. 11225
Z16-0002 - David & Margaret Ward
200 Clarissa 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 12, Section 23, Township 26, ODYD, Plan 15416 located on Clarissa Rd, 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

Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: April 11, 2016
RIM No. 1210-10
To: City Manager
From: Community Planning Department (MS)
Application: A15-0008
Owner: L.H. Turton
F.T. Turton
Address: 3110 Mathews Road
Applicant: V. E. Turton
Subject: Application to the ALC for a Non-Farm Use in the ALR for gravel extraction
Existing OCP Designation: Resource Protection Area
Existing Zone: A1 - Agriculture

1.0 Recommendation

THAT Agricultural Land Reserve Appeal No. A15-0008 for Lot 111 Section 3 TWP 26 ODYD Plan 1247, located at 3110 Mathews Road, Kelowna, for a Non-Farm Use in the Agricultural Land Reserve pursuant to Section 20(3) of the Agricultural Land Commission Act, be supported by Council.

2.0 Purpose

To support an application to the Agricultural Land Commission (ALC) for a Non-Farm Use to remove up to 40,000 metric tonnes of sand and gravel from the property and reclaim to agriculture, under Section 20(3) of the Agricultural Land Commission Act.

3.0 Community Planning

Staff supports the application as proposed. The application proposes to remove approximately 40,000 metric tonnes of sand and gravel from approximately 2.8 ha (7 acres) of the property, with the intent of creating a continuous slope, topping the slope with fine soils and topsoil, and planting the property with apple trees.

The proposal is supported by a professional agrologist's report, with a reclamation plan to improve the site for agriculture. The estimated cost of reclamation is \$125,000, for which the applicants are willing to post a bond. The plan is for cider apples, to be processed in their local family cidery. The proposal includes mitigation measures for dust control, erosion control, surface drainage control, vegetation buffering, topsoil salvage and replacement, and hours of work.

Gravel extraction is a process regulated by the Ministry of Energy and Mines (MEM) through a Notice of Work, and permitted in the Agricultural Land Reserve (ALR) through a Non-Farm Use approval by the Agricultural Land Commission. The MEM Chief inspector determines if public notification is required for a Notice of Work, at his discretion.

Should the ALC approve the Non-Farm Use and the MEM approve the Notice of Work, the applicant will be required to attain a Soil Permit and a Farm Protection/Natural Environment Development Permit from the City of Kelowna. Considerations regarding the excavation, including forest

removal, surface and groundwater considerations, would be addressed through a City of Kelowna Natural Areas Development Permit, should the ALC approve the Non-Farm Use. The bonding for the reclamation can be held either by the MEM, ALC or City of Kelowna. The City will await direction from the ALC and MEM on which agency should hold the bond. If the ALC or MEM does not hold the bond for reclamation, the City of Kelowna could hold the bond through the Development Permit process.

4.0 Proposal

4.1 Background

The subject property was purchased by the owners in 2003. It is currently largely covered by pine/fir forest. A dwelling, shop and garage are on the southeast corner of the site. Approximately 0.6 ha (1.5 acres) has been cleared.

The applicants intend to remove the sand and gravel from the site to reduce undulation in topography, and replace the coarse materials with finer soils. These will then be covered with topsoil, disked and prepared for planting. They plan to plant apples for cider, which will be then processed locally in the family's cider processing facility.

In the summer of 2015, the applicants made an application to the BC Ministry of Energy and Mines for a Notice of Work to extract sand and gravel from the site. The Agricultural Land Commission directed the applicants to concurrently apply for a Non-Farm Use for the proposal, supported by an agrology report that assesses the impacts to agriculture, and presents a plan to reclaim the site to a farm use.

4.2 Project Description

The proposal is to extract the gravel in three distinct phases. The applicants intend to partner with a suitable construction project that requires pit run gravel, and has excess fine soils to exchange in return. The intent is to swap the gravel for fine soils, which will be brought back to the farm to improve the agricultural capability on the site. The trucks that take out the gravel would bring back fine soils to the site. This would be done in three distinct phases, when opportunities for an exchange of materials arise. Each phase is expected to take approximately one to two months to complete. Progressive reclamation would occur at each phase, with topsoil replaced and cider trees planted after each phase is graded to completion. The goal is to regrade the property to a continuous gradual slope that is free of undulations that can trap frost. The project plan and agrologist's report are attached.

The plan includes:

- 5 metre distance from property line to excavation¹;
- 3 metre wide landscape buffer along three property lines, retaining existing tree cover;
- Removal of gravel in three phases, (not a continuous removal over an extended time);
- Noise control by operating only during City of Kelowna construction hours (7AM to 7PM);
- Berm along the west property line to reduce noise impact to neighbours;
- Dust control with the use of a water truck;
- Erosion control by compacting soils after each phase of excavation;
- Drainage control through a sedimentation / infiltration pond at the lower end of the property;
- Reclamation with the incorporation of fine soils to improve soil quality on the site; and
- Salvage of topsoil and replacement onsite prior to planting.

A restoration plan and cost estimate has been submitted as part of the agrology report. The estimated cost for reclamation is \$125,000². The plan includes spreading fine soils, and ripping and

¹ 1 July 2016. Notice of Work Application, submitted to BC Ministry of Energy and Mines – 3110 Mathews Rd.

discing these in prior to planting. Subsurface irrigation will be installed, and then the salvaged topsoil from the site will be spread prior to planting.

4.3 Site Context

The subject property is located in the Southeast Kelowna Sector of the City and is within the Agricultural Land Reserve. The Future Land Use of the property is Resource Protection Area (REP). It is zoned A1 - Agriculture 1 (Maps 1 - 4, below) and is outside of the Permanent Growth Boundary. The property slopes from the south to the north, with a height of land at the south property line of 516.5 metres, sloping to the northeast corner at 506.5 metres, with an undulating slope over the property which averages approximately 3%.

The forested area on the property has been identified in the Sensitive Ecosystems Inventory³ as Coniferous Woodlands. This area has been captured within the Official Community Plan as a Natural Environment DP Area. Considerations regarding the excavation, including forest removal, surface and groundwater considerations, would be addressed through a City of Kelowna Natural Areas Development Permit, should the ALC approve the Non-Farm Use. If the ALC does not hold the bonding for reclamation, the City of Kelowna could hold the bonding through the Development Permit process.

Parcel Summary - 3110 Mathews Rd:

Parcel Size: 4.93 ha (12.2 acres)

Elevation: 516.5 to 506.5 metres above sea level (masl) (approx.)

Zoning and land uses adjacent to the property are as follows:

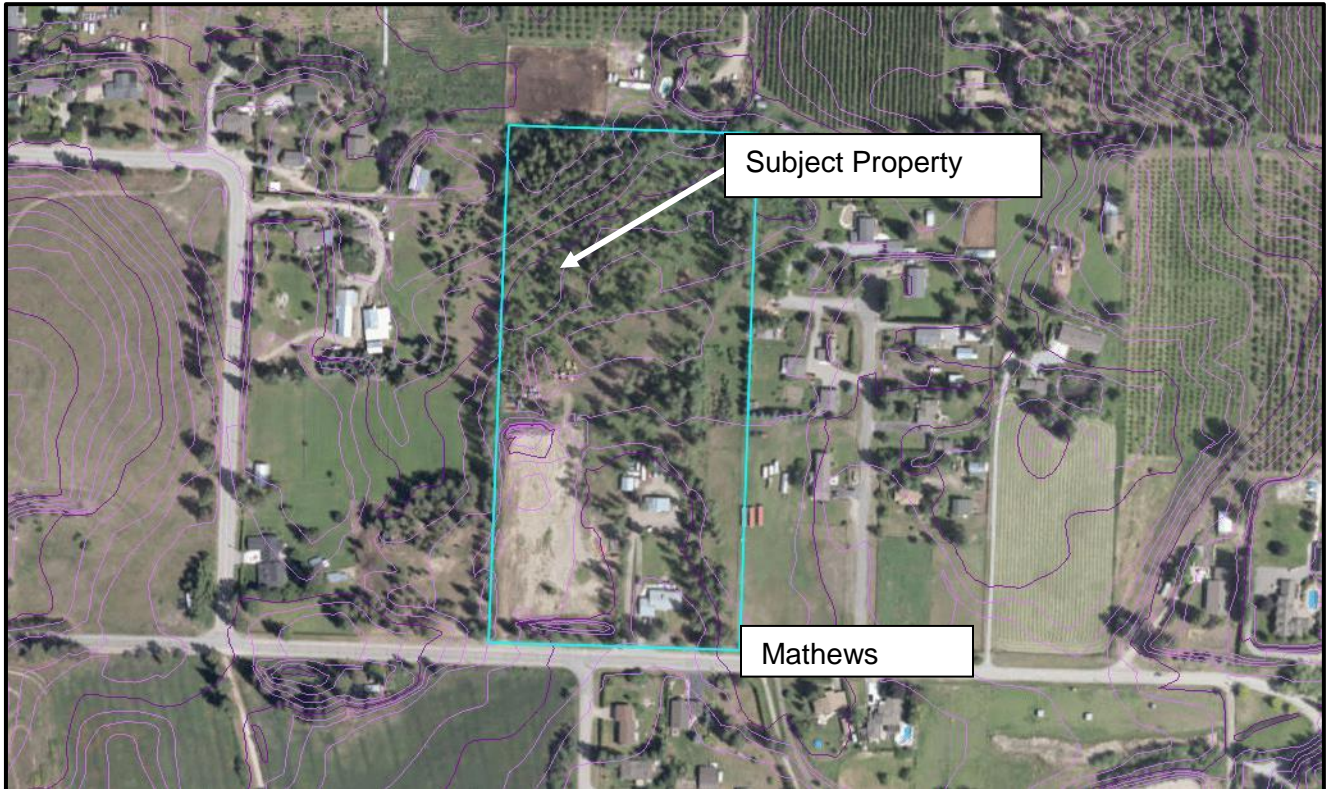
Table 1: Zoning and Land Use of Adjacent Property

Direction	Zoning	ALR	Land Use
North	A1 - Agriculture 1	Yes	Agriculture
South	A1 - Agriculture 1 / RR3 - Rural Residential 3	Yes	Agriculture / Rural Residential
East	A1 - Agriculture 1 / A1c - Agriculture 1 with Carriage House	Yes	Agriculture / Rural Residential
West	A1 - Agriculture 1 / A1c - Agriculture 1 with Carriage House	Yes	Agriculture / Rural Residential

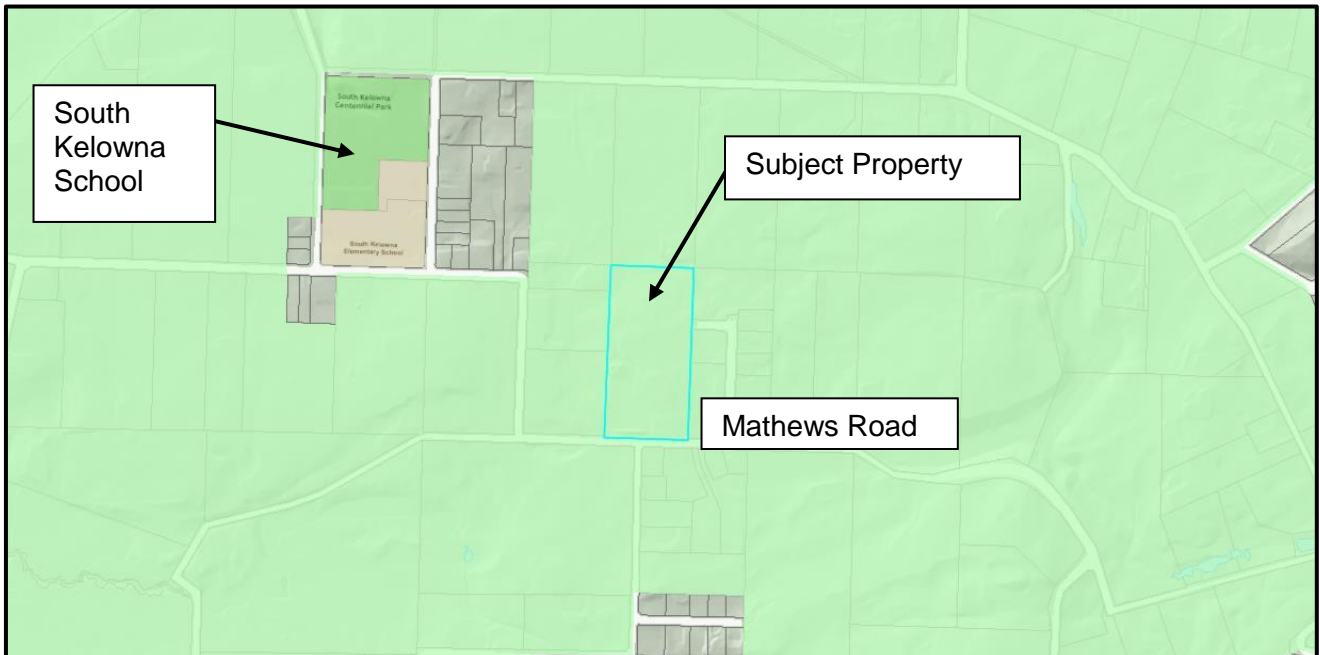
² July 2016. Notice of Work Application, submitted to BC Ministry of Energy and Mines – 3110 Mathews Rd.

³ REFBC, City of Kelowna, BC MFLNRO, 2008. Sensitive Ecosystem Inventory.

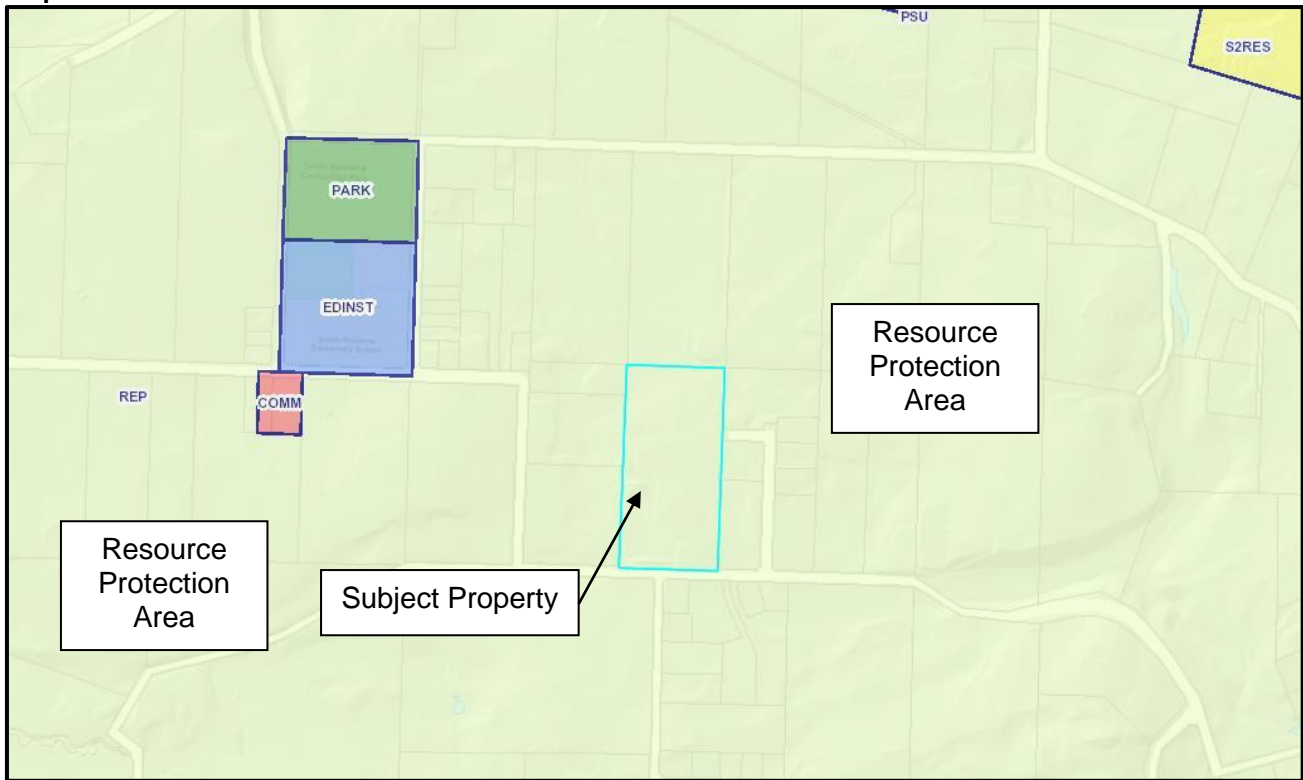
Map 1 - Neighbourhood



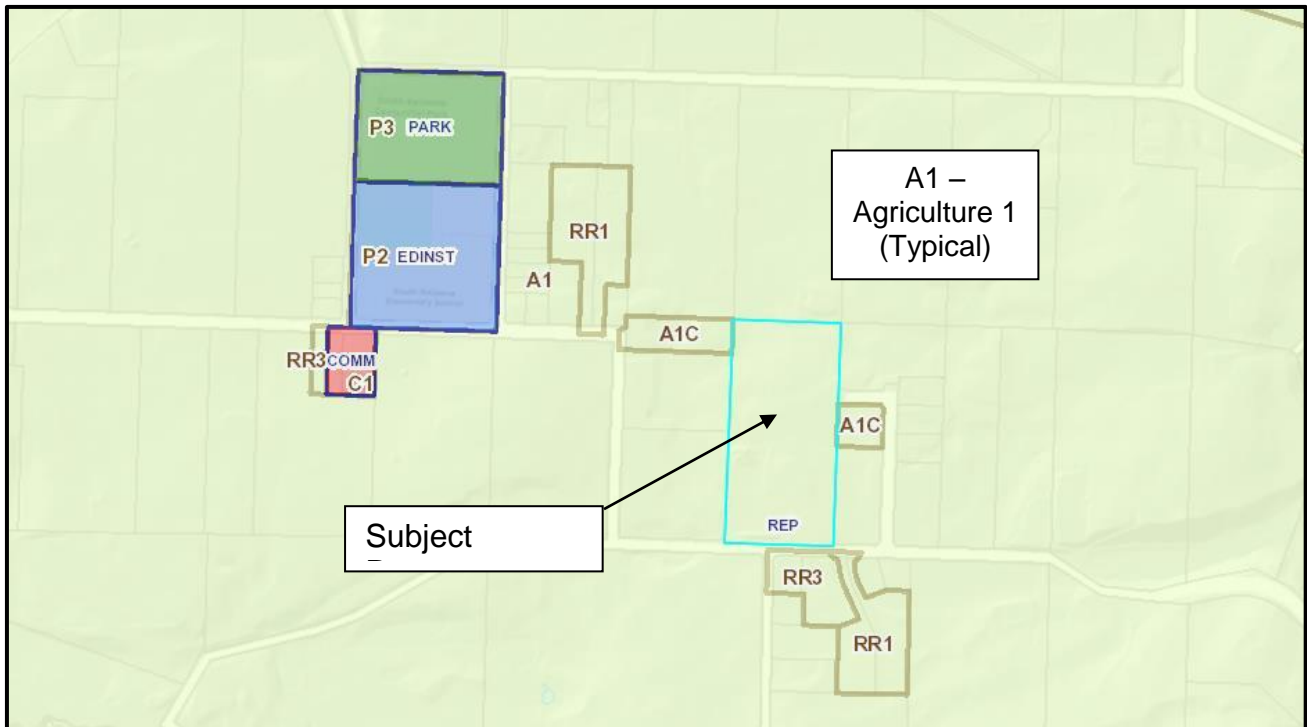
Map 2 - Agricultural Land Reserve



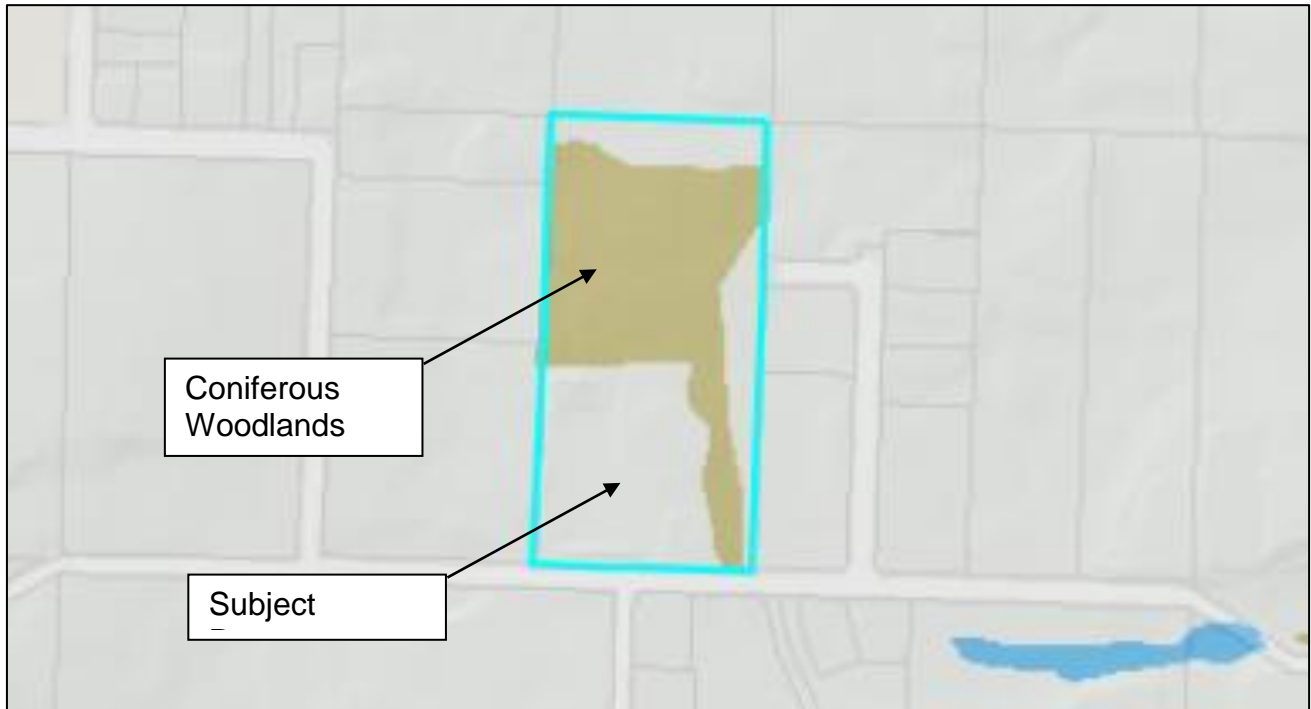
Map 3 - Future Land Use



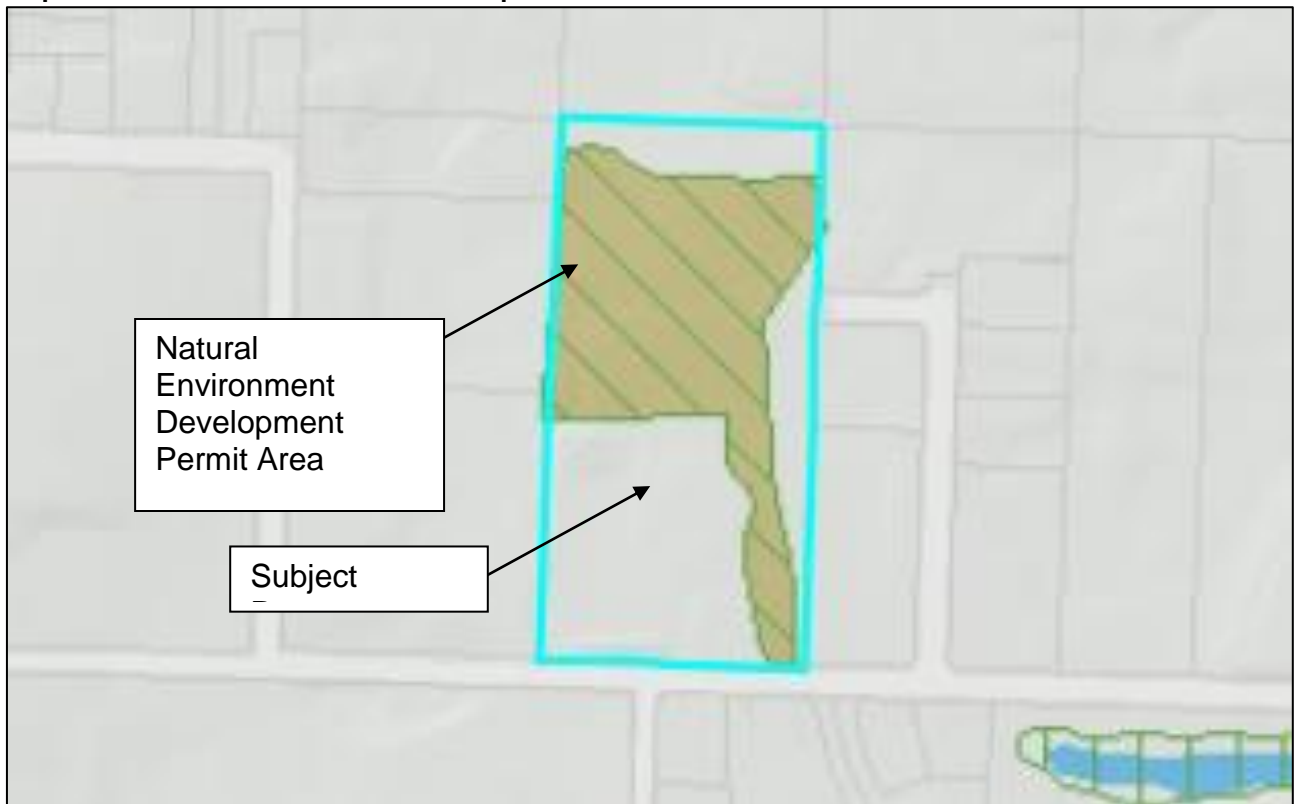
Map 4 - Zoning



Map 5 - Sensitive Ecosystems Inventory Mapping



Map 6 - Natural Environment Development Permit Area



5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Protect and enhance local agriculture⁴.

Protect Agricultural Land. Retain the agricultural land base by supporting the ALR and by protecting agricultural lands from development, except as otherwise noted in the City of Kelowna Agricultural Plan. Ensure that the primary use of agricultural land is agriculture, regardless of parcel size.

Non-farm Uses. Support non-farm use applications on agricultural lands only where approved by the ALC and where the proposed uses:

- are consistent with the Zoning Bylaw and OCP;
- provide significant benefits to local agriculture;
- can be accommodated using existing municipal infrastructure;
- minimize impacts on productive agricultural lands;
- will not preclude future use of the lands for agriculture; and
- will not harm adjacent farm operations.

5.2 Natural Environment Development Permit Areas⁵

Unless exempted, a development permit addressing natural environment and water conservation guidelines must be approved before:

- Subdivision of land;
- Alternation of land, including but not limited to clearing, grading, blasting, preparation for or construction of services, and roads and trails;
- Drilling a well for consumptive or geothermal purposes; and/or
- Construction of, addition to, or alteration of a building or structure;

For those properties shown as Natural Environment Development Permit Areas.

5.3 City of Kelowna Agriculture Plan (1998)

ALR Application Criteria⁶

Exclusion, subdivision, or non-farm use of ALR lands will generally not be supported. General non-support for ALR applications is in the interest of protecting farmland through retention of larger parcels, protection of the land base from impacts of urban encroachment, reducing land speculation and the cost of entering the farm business, and encouraging increased farm capitalization.

5.4 Agricultural Land Commission Act (ALCA)

Section 6 Purposes of the Commission

The following are the purposes of the commission:

- (a) to preserve agricultural land;
- (b) to encourage farming on agricultural land in collaboration with other communities of interest;

⁴ City of Kelowna, 2012. 2030 Official Community Plan: Greening Our Future (2011), Development Process Chapter; p. 5.33.

⁵ City of Kelowna, 2012., 2030 Official Community Plan; Chapter 12 - Natural Environment DP

⁶ City of Kelowna Agriculture Plan. 1998. P. 130.

(c) to encourage local governments, first nations, the government and its agents to enable and accommodate farm use of agricultural land and uses compatible with agriculture in their plans, bylaws and policies.

6.0 Technical Comments

6.1 Development Engineering Department

The Development Engineering comments regarding this application for the removal and placement of fill within the Agricultural Land Reserve are as follows:

- This soil deposit application is obtained to help enhance the agricultural capability of the property.
- Development Engineering has no requirements with regard to this application provided that the general grading to the property, as well as drainage to the adjacent property, is not affected.
- Efforts must be made to ensure that tracking of materials onto City roads is kept to a minimum. Street sweeping, sediment and dust control will be the responsibility of the applicant.

7.0 Application Chronology

Date of Application Received: July 16, 2015

Date Public Consultation Completed: December 18, 2015

Agricultural Advisory Committee February 11, 2016

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting held on February 11, 2016 and the following recommendations were passed:

Moved By Keith Duhaime /Seconded By Tarsem Goraya

THAT the Agriculture Advisory Committee recommends that Council support an application to the Agricultural Land Commission under Section 20 (3) of the Agricultural Land Commission Act for a "non-farm use" on the subject property at 3110 Mathews Road to remove up to 40,000 metric tonnes of sand and gravel from the property and reclaim to agriculture.

Carried

ANECTODOTAL COMMENT:

The Agricultural Advisory Committee supports the "non-farm use" on this property and acknowledged the clear benefits to agriculture. However, the Agricultural Advisory Committee raised concern with the timeframe of the project. The AAC appreciates that the applicant is willing to undertake bonding of \$125,000, according to the Agrology Report, to return the property to cider apple production.

Report prepared by:

Melanie Steppuhn

Reviewed by:

☐

Todd Cashin, Subdivision, Suburban and Rural Planning
Manager

**Reviewed by
Approved for Inclusion:**

☐

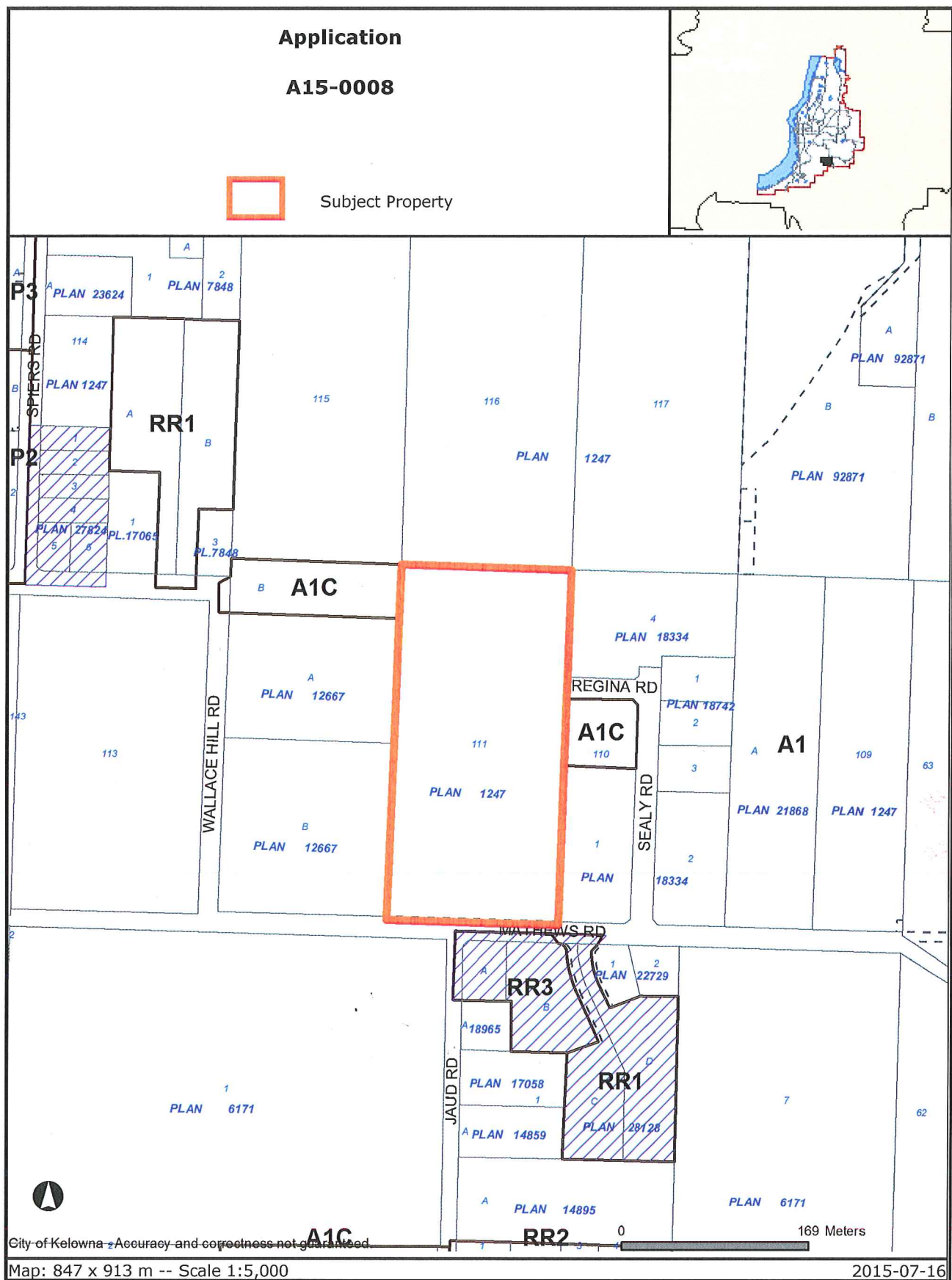
Ryan Smith, Community Planning Department Manager

Attachments:

Subject Property Map

Photos

Agrology Report and Applicant Package



Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.

PHOTOS

Subject: 3110 Mathews Road - Non-Farm Use - Gravel Extraction

Photo 1. Cleared Area of Site from Road



Photo 2. Existing Security Gate from Road



Photo 3. Existing Stockpile of Topsoil along Front Property Line



Photo 4: Vegetation Buffer along West Property Line



Report on the Agricultural Capability of 3110 Mathews Road, Kelowna, BC

Prepared for: Mr. Troy Turton
Trojan Contracting Ltd.
3110 Mathews Road
Kelowna BC

Prepared by: Mr. Michael Molloy
BCIA Registered Professional Agrologist #2544
6127 Aitkens Road
Peachland BC V0H1X7

December 16th, 2015

[1] OVERVIEW

This report establishes the agricultural capability of the property at 3110 Mathews Road. This report is limited in scope to assessing to what degree the site fulfills the broad minimum requirements for soil, slope, drainage and the site attributes for agricultural production.

Consideration has also been given to neighbouring land use, road frontage, the Kelowna OCP and ALR regulations, landscape buffers, and dust mitigation measures.

[2] LEGAL DESCRIPTION

Lot III, Section 3, Township 26, Osoyoos Division Of Yale District, Plan 1247

[3] CIVIC ADDRESS

3110 Mathews Road Kelowna BC

[4] LAND OWNERSHIP AND AREA

Troy and Laurie Turton purchased this property in 2003.

Area: 12.6 ac

Zoned: A1 within the ALR

[5] BACKGROUND

Three generations of the Turton family have been actively involved in agriculture in this part of Kelowna. They have made a significant contribution to the industry and acquired a substantial amount of expertise. Trojan Contracting Ltd. is owned and operated by Troy Turton and is well recognized as a leading exponent of contouring land and enhancing its agricultural capability.

The applicant proposes the extraction of up to 40,000 cubic meters of gravel from portions of the property totaling 7 acres as identified in this report. The applicant proposes to remove the material in three phases (Attachment #1), and would like to import heavier, more arable soils to compliment the existing topsoil. In its natural condition, the land slopes to the north and east, and the contours (Attachment #2) are broken by a series of transverse ridges. These ridges are sufficient, if left unaltered, to disrupt cold air drainage and precipitate severe localized frost pockets. In the spring and fall frost pockets can cause injury and death to sensitive plant tissue and adversely affect the viability of some crops. The alternative might involve the installation of a wind machine and its attendant problems.

[6] SITE CONTEXT

The subject property is located on Mathews Road in East Kelowna. It is lightly forested, has some pasture improvement, but is not currently farmed. The surrounding area is predominantly in the Agricultural Land Reserve (ALR) and is used for agricultural purposes. There is one single family dwelling on the property and two accessory buildings. Water services to the property are supplied by the South East Kelowna Irrigation District (SEKID).

[7] AGRICULTURAL CAPABILITY

With reference to the BCLI Land Capability Classification, the unimproved land classification for the subject area is 8:5A - 2:4A. With improvements, primarily through irrigation, topsoil amendment, slope and air drainage the land capability rating increases to 4:3 - 4:3AP - 2:2A (Land Capability Map and Classification, Attachment #3).

[8] SOIL CLASSIFICATION

%	Soil Type	Description
50	GAMMIL	Glacial fluvial eluviated entric brunisol
30	PARADISE	As for Gammil but leached with limited buffering capacity
20	HAERLAND	Aeolian over till, same soil type from different parent material

[9] LAND USE ON ADJACENT PROPERTIES

Direction	Primary Land Use Type	Specific Activity
North	Agriculture/Farm	Cultivated pasture and irrigated orchard
South	Agriculture/Farm Lot and Rural residential	Irrigated pasture livestock grazing
East	Agricultural	Several houses and large pasture
West	Agricultural	Several houses, some with pasture

(Google Earth image Attachment #4)

[10] CONCLUSION

The applicant is aware of, and in compliance with, the relevant provincial regulations. A Notice Of Work (Attachment #5) has been submitted to the BC Ministry of Energy and Mines. A Farm Protection Development Permit submission has been made to the City Of Kelowna (Attachment #6). A Notice Of Intent to Remove Soil and Place Fill For A Specified Farm Use was submitted to the Agricultural Land Commission in 2015 (Attachment #7, ALC reply June 11, 2015).

The applicant also recognizes that the City of Kelowna has a soil movement bylaw and an application permit for soil deposit or removal will be filed (Attachment #8). The development of land within the ALR and the City of Kelowna that involves the extraction of gravel as a component that improves agricultural capability has been, and continues to be, a quite common practice. The removal of up to 40,000 cubic meters of gravel from this property will contribute to the local economy and enhance the agricultural potential of the property.

In preparing this report, consideration was also given to the following issues:

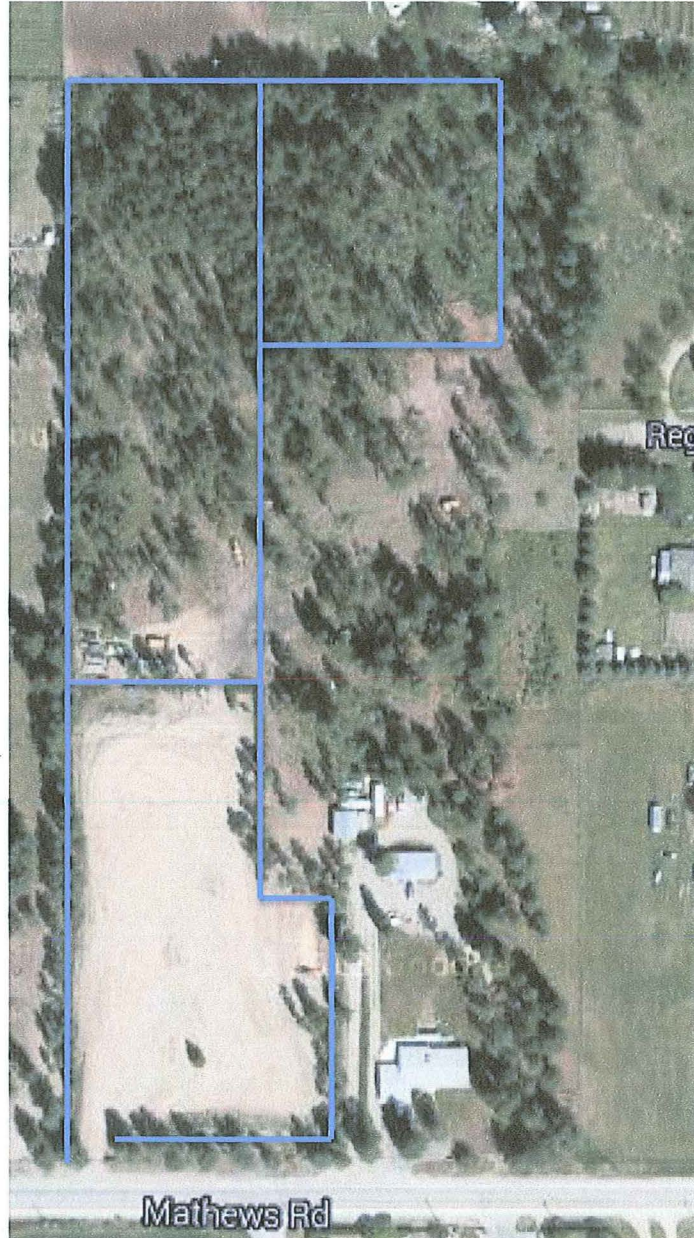
- Activities ancillary to the extraction of gravel
- Land use on the surrounding properties
- Mitigation measures for dust control
- The impact on traffic flow on Mathews Road
- Drainage and the local water table
- Buffer requirement on frontages
- The City of Kelowna OCP

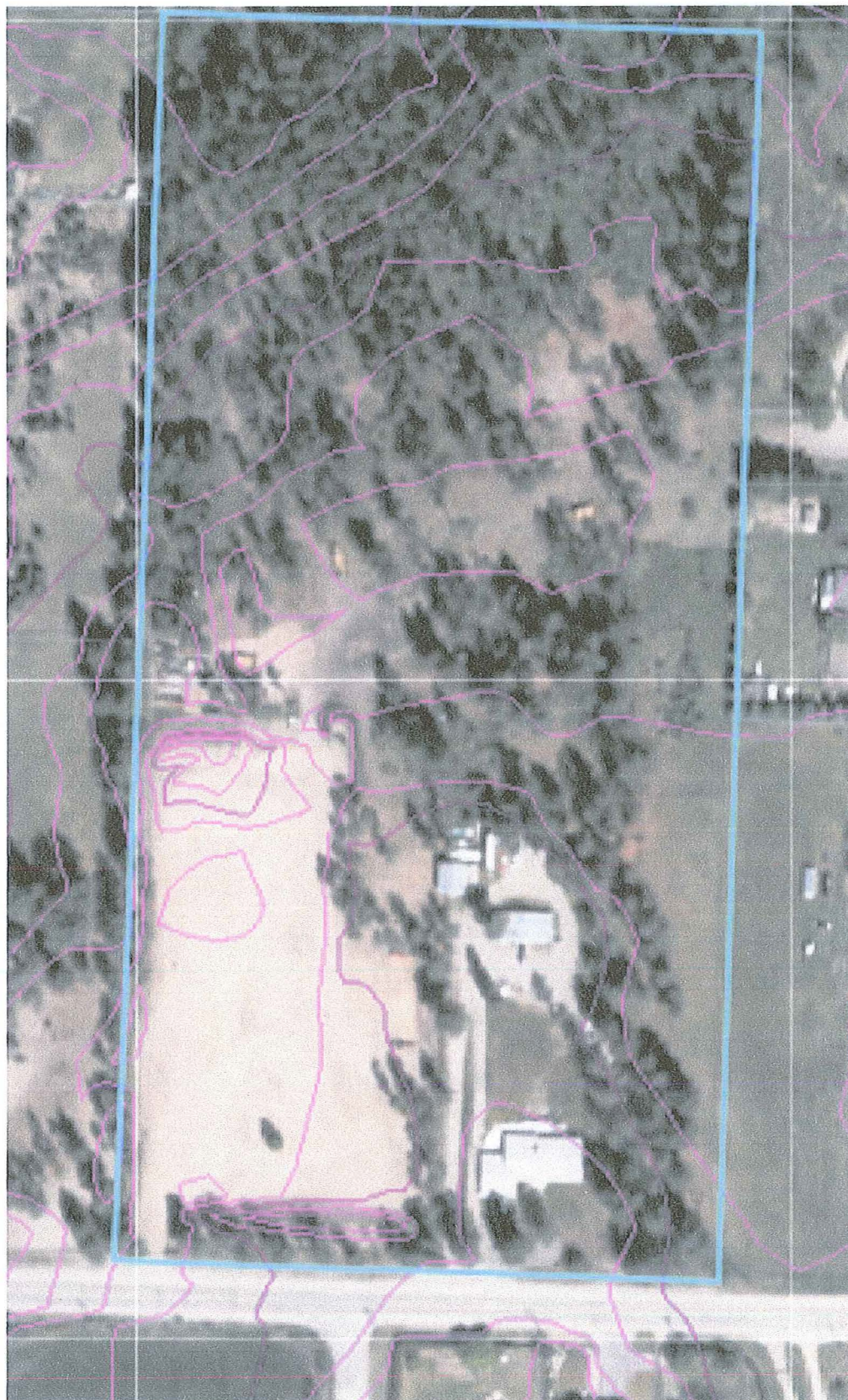
[11] ATTACHMENTS

1. Site Plan
2. Contour Map
3. Land Capability Map and Classification
4. Google Earth Image
5. Notice Of Work
6. Farm Protection Development Permit
7. ALC Letter, June 11, 2015
8. Application permit for soil deposit/removal
9. ALC Report Landscape Buffer Specifications, ALC 1993
 - a. Schedule A: Buffer Types
10. Advanced Surveying Ltd. Cross Section Plans, 6 images

Site Plan:

Shown below is a topographic picture of the purposed site plan. Out lined in blue is the area of the property that we wish to remove soil from. The proposed area is also spilt into sections for the purpose of doing the soil removal in phases. The first phase will be the lower section of the property that is already cleared of trees.







3
+ Map

AGRICULTURAL CAPABILITY CLASSIFICATION IN BC

LAND CAPABILITY CLASSES FOR MINERAL SOILS

The seven land capability classes for mineral soils are defined and described as follows:

CLASS 1 LAND IN THIS CLASS EITHER HAS NO OR ONLY VERY SLIGHT LIMITATIONS THAT RESTRICT ITS USE FOR THE PRODUCTION OF COMMON AGRICULTURAL CROPS.

Land in Class 1 is level or nearly level. The soils are deep, well to imperfectly drained under natural conditions, or have good artificial water table control, and hold moisture well. They can be managed and cropped without difficulty. Productivity is easily maintained for a wide range of field crops.

CLASS 2 LAND IN THIS CLASS HAS MINOR LIMITATIONS THAT REQUIRE GOOD ONGOING MANAGEMENT PRACTISES OR SLIGHTLY RESTRICT THE RANGE OF CROPS, OR BOTH.

Land in class 2 has limitations which constitute a continuous minor management problem or may cause lower crop yields compared to Class 1 land but which does not pose a threat of crop loss under good management. The soils in Class 2 are deep, hold moisture well and can be managed and cropped with little difficulty.

CLASS 3 LAND IN THIS CLASS HAS LIMITATIONS THAT REQUIRE MODERATELY INTENSIVE MANAGEMENT PRACTISES OR MODERATELY RESTRICT THE RANGE OF CROPS, OR BOTH.

The limitations are more severe than for Class 2 land and management practises are more difficult to apply and maintain. The limitations may restrict the choice of suitable crops or affect one or more of the following practises: timing and ease of tillage, planting and harvesting, and methods of soil conservation.

CLASS 4 LAND IN THIS CLASS HAS LIMITATIONS THAT REQUIRE SPECIAL MANAGEMENT PRACTISES OR SEVERELY RESTRICT THE RANGE OF CROPS, OR BOTH.

Land in Class 4 has limitations which make it suitable for only a few crops, or the yield for a wide range of crops is low, or the risk of crop failure is high, or soil conditions are such that special development and management practises are required. The limitations may seriously affect one or more of the following practises: timing and ease of tillage, planting and harvesting, and methods of soil conservation.

CLASS 5 LAND IN THIS CLASS HAS LIMITATIONS THAT RESTRICT ITS CAPABILITY TO PRODUCING PERENNIAL FORAGE CROPS OR OTHER SPECIALLY ADAPTED CROPS.

Land in Class 5 is generally limited to the production of perennial crops or other specially adapted crops. Productivity of these suited crops may be high. Class 5 lands can be cultivated and some may be used for cultivated field crops provided unusually intensive management is employed and/or the crop is particularly adapted to the conditions peculiar to these lands. Cultivated field crops may be grown on some Class 5 land where adverse climate is the main limitation, but crop failure can be expected under average conditions. Note that in areas which are climatically suitable for growing tree fruits and grapes the limitations of stoniness and/or topography on some Class 5 lands are not significant limitations to these crops.

CLASS 6 LAND IN THIS CLASS IS NONARABLE BUT IS CAPABLE OF PRODUCING NATIVE AND OR UNCULTIVATED PERENNIAL FORAGE CROPS.

Land in Class 6 provides sustained natural grazing for domestic livestock and is not arable in its present condition. Land is placed in this class because of severe climate, or the terrain is unsuitable for



AGRICULTURAL CAPABILITY CLASSIFICATION IN BC

cultivation or use of farm machinery, or the soils do not respond to intensive improvement practises. Some unimproved Class 6 lands can be improved by draining and/or diking.

CLASS 7 LAND IN THIS CLASS HAS NO CAPABILITY FOR ARABLE OR SUSTAINED NATURAL GRAZING.

All classified areas not included in Classes 1 to 6 inclusive are placed in this class. Class 7 land may have limitations equivalent to Class 6 land but they do not provide natural sustained grazing by domestic livestock due to climate and resulting unsuitable natural vegetation. Also included are rockland, other nonsoil areas, and small water-bodies not shown on maps. Some unimproved Class 7 land can be improved by draining or diking.

Agriculture Capability Subclasses

The subclass indicates lands with similar kinds but varying intensities of limitations and hazards. It provides information on the kind of management problem or use limitation. Except for Class 1 lands, which have no significant limitations, the capability classes are divided by subclasses on the basis of type of limitation to agricultural use. Each class can include many different kinds of soil, similar with respect to degree of limitation: but soils in any class may require unlike management and treatment as indicated by the subclasses shown.

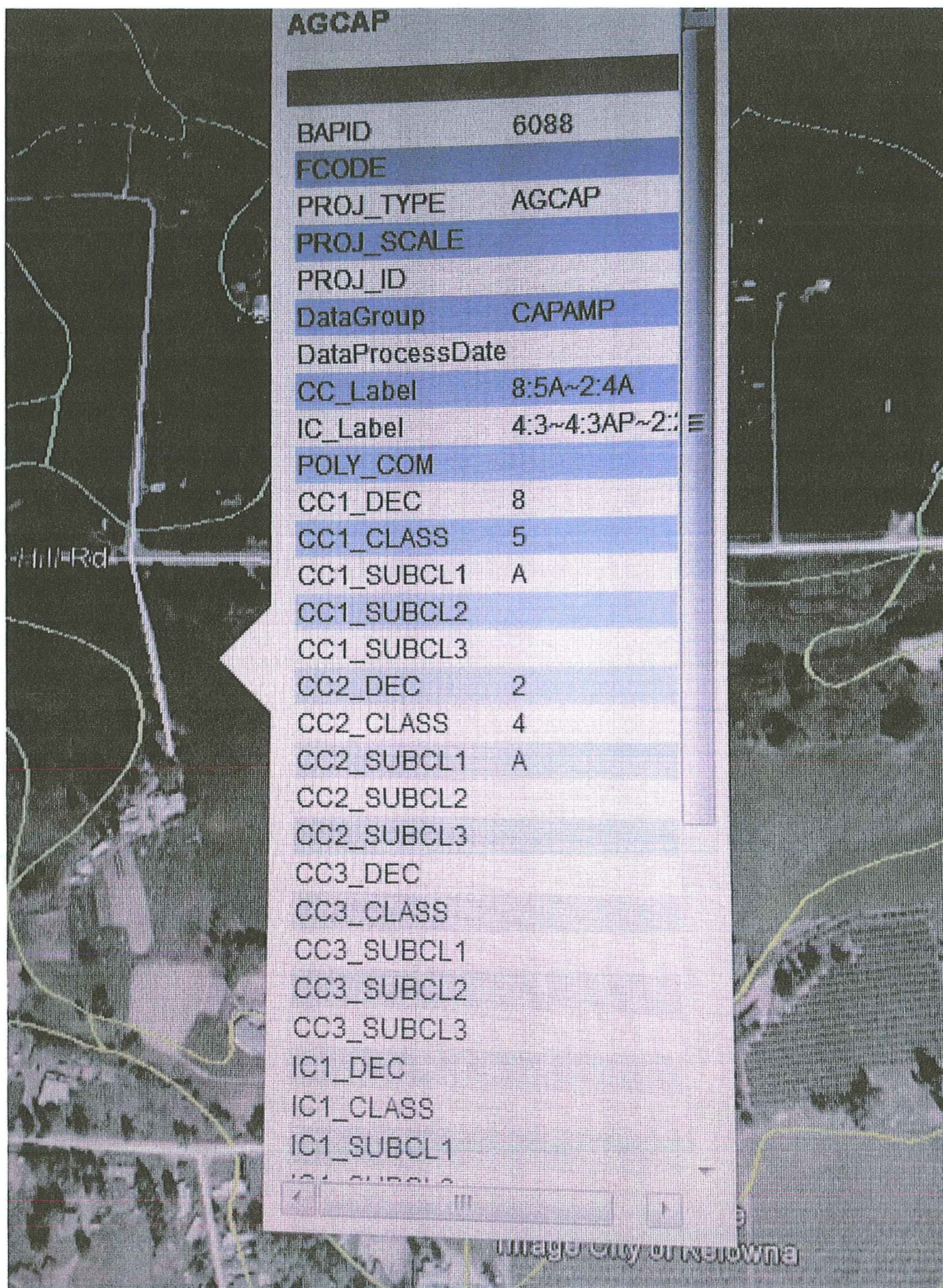
A & M	Soil moisture deficiency	N	Salinity
C	Adverse climate (excluding precipitation)	P	Stoniness
D	Undesirable soil structure	R	Shallow soil over bedrock and/or bedrock outcroppings
E	Erosion	T	Topography
F	Low fertility	W	Excess water (groundwater)
I	Inundation (flooding by streams, etc.)	S & X	Cumulative and minor adverse conditions



Google earth

feet
meters

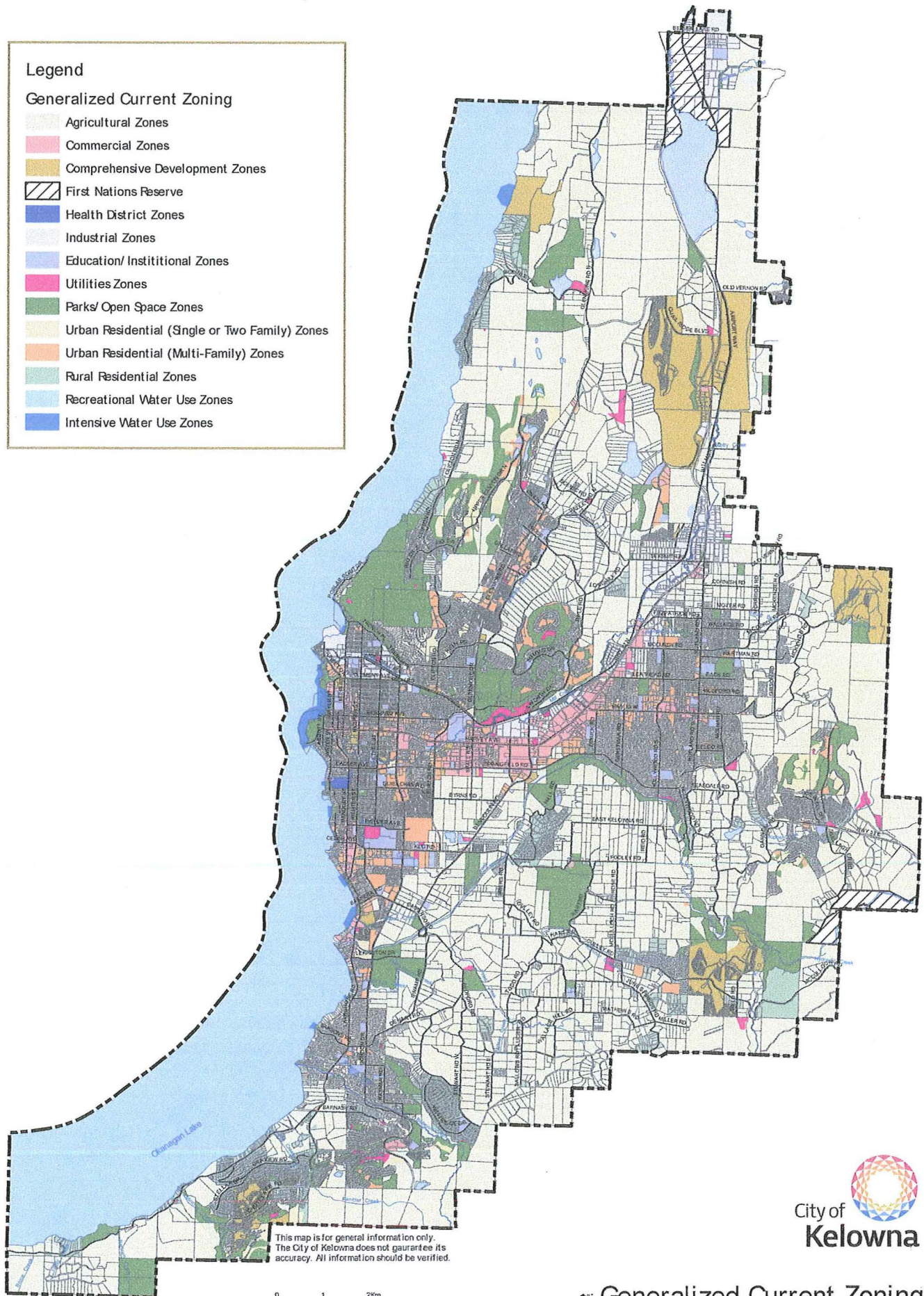




Legend

Generalized Current Zoning

-  Agricultural Zones
-  Commercial Zones
-  Comprehensive Development Zones
-  First Nations Reserve
-  Health District Zones
-  Industrial Zones
-  Education/ Institutional Zones
-  Utilities Zones
-  Parks/ Open Space Zones
-  Urban Residential (Single or Two Family) Zones
-  Urban Residential (Multi-Family) Zones
-  Rural Residential Zones
-  Recreational Water Use Zones
-  Intensive Water Use Zones





Google earth

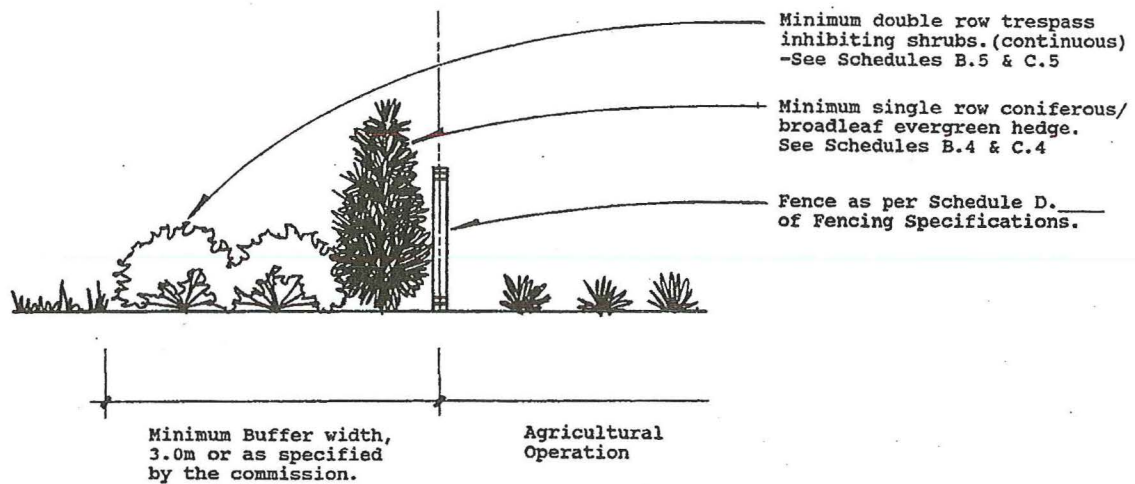


#9

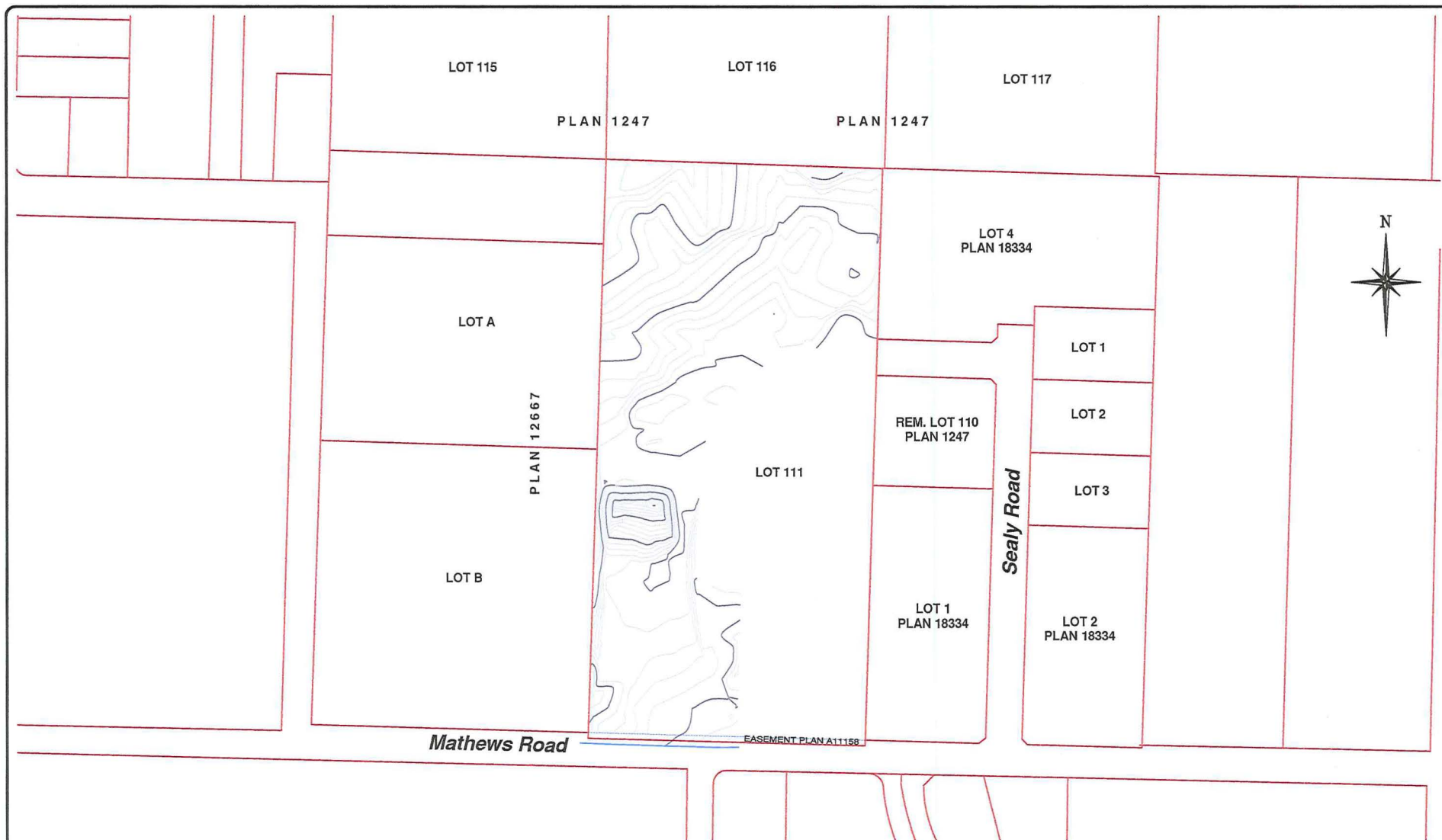
SCHEDULE A: BUFFER TYPES

A.1: Minimum Vegetative Screen (Evergreen Hedge)

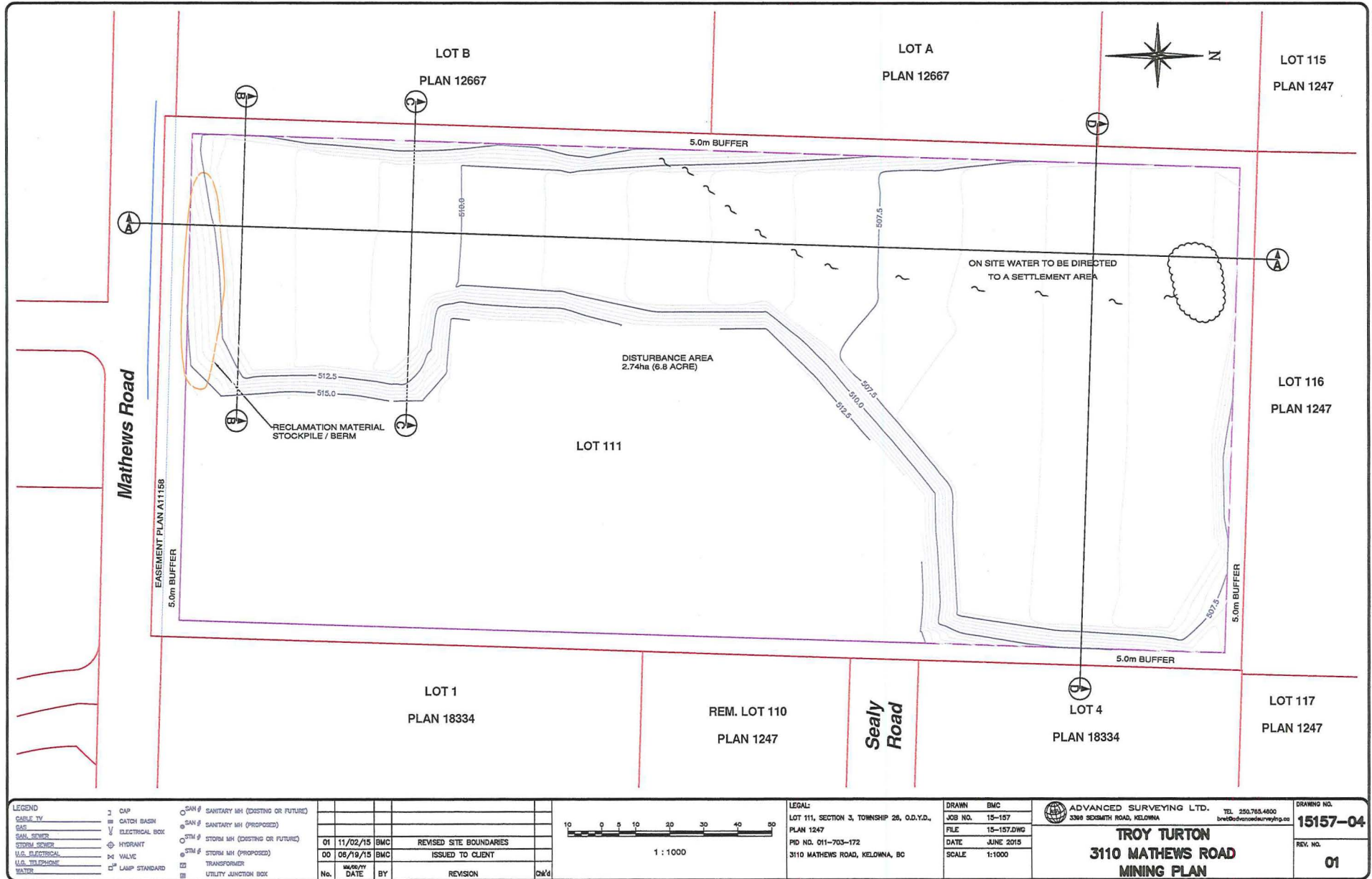
Minimum visual screening and protection of farmland from trespass and vandalism.

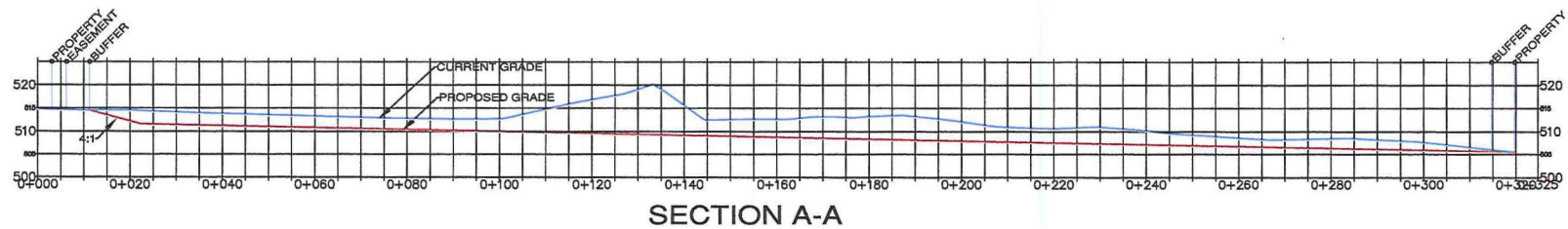


Not to Scale



LEGEND CABLE TV SAN. SEWER STORM SEWER U.S. ELECTRICAL U.S. TELEPHONE WATER		CHP CATCH BASIN ELECTRICAL BOX HYDRANT VALVE LAMP STANDARD		SAN # SANITARY MH (EXISTING OR FUTURE) SAN # SANITARY MH (PROPOSED) STM # STORM MH (EXISTING OR FUTURE) STM # STORM MH (PROPOSED) TRANSFORMER UTILITY JUNCTION BOX		<table border="1"> <tr> <th>No.</th> <th>DATE</th> <th>BY</th> <th>REVISION</th> </tr> <tr> <td>01</td> <td>11/02/15</td> <td>BMC</td> <td>REVISED SITE BOUNDARIES</td> </tr> <tr> <td>02</td> <td>06/19/15</td> <td>BMC</td> <td>ISSUED TO CLIENT</td> </tr> </table>		No.	DATE	BY	REVISION	01	11/02/15	BMC	REVISED SITE BOUNDARIES	02	06/19/15	BMC	ISSUED TO CLIENT	<p>1 : 2000</p>		LEGAL: LOT 111, SECTION 3, TOWNSHIP 28, O.D.Y.D., PLAN 1247 PID NO. 011-703-172 3110 MATHEWS ROAD, KELOWNA, BC		<table border="1"> <tr> <td>DRAWN</td> <td>BMC</td> </tr> <tr> <td>JOB NO.</td> <td>15-157</td> </tr> <tr> <td>FILE</td> <td>15-157.DWG</td> </tr> <tr> <td>DATE</td> <td>JUNE 2015</td> </tr> <tr> <td>SCALE</td> <td>1:2000</td> </tr> </table>		DRAWN	BMC	JOB NO.	15-157	FILE	15-157.DWG	DATE	JUNE 2015	SCALE	1:2000	 ADVANCED SURVEYING LTD. 3300 SECKMITH ROAD, KELOWNA TEL. 250.755.4800 info@advancedsurveying.ca		TROY TURTON 3110 MATHEWS ROAD LEGAL		DRAWING NO. 15157-03 REV. NO. 01	
No.	DATE	BY	REVISION																																						
01	11/02/15	BMC	REVISED SITE BOUNDARIES																																						
02	06/19/15	BMC	ISSUED TO CLIENT																																						
DRAWN	BMC																																								
JOB NO.	15-157																																								
FILE	15-157.DWG																																								
DATE	JUNE 2015																																								
SCALE	1:2000																																								





LEGEND			
CABLE TV	3	CAP	○ SAN # SANITARY MH (EXISTING OR FUTURE)
GAS	■	CATCH BASIN	○ SAN # SANITARY MH (PROPOSED)
SAN. SEWER	∇	ELECTRICAL BOX	○ STM # STORM MH (EXISTING OR FUTURE)
STORM SEWER	⊕	HYDRANT	○ STM # STORM MH (PROPOSED)
U.S. ELECTRICAL	⊞	VALVE	□ TRANSFORMER
U.S. TELEPHONE	⊞	LAMP STANDARD	□ UTILITY JUNCTION BOX
WATER	⊞		
		No.	DATE BY REVISION

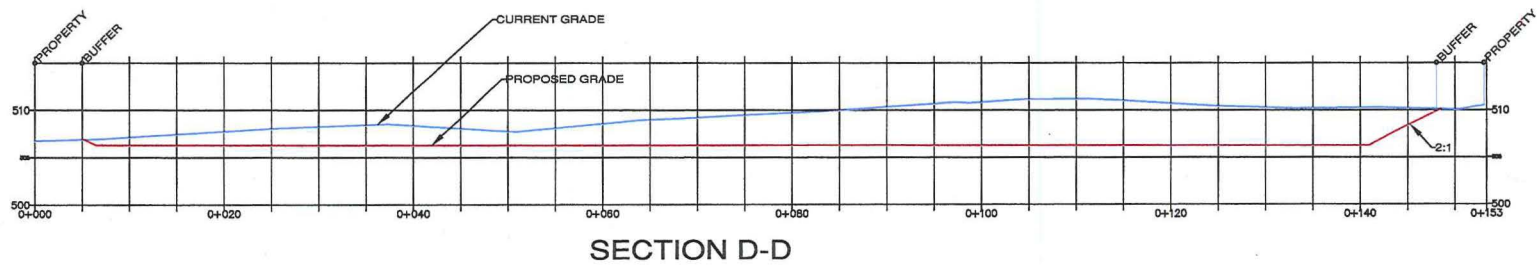
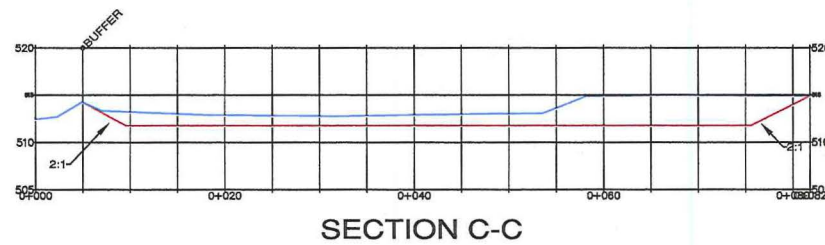
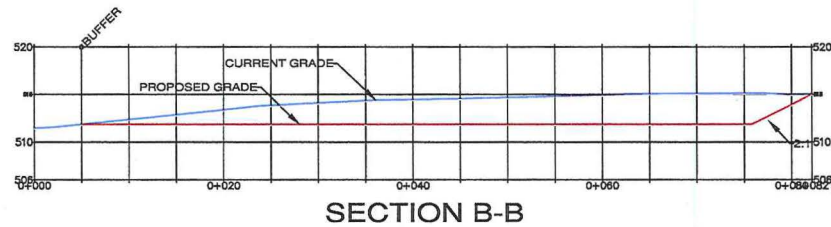


LEGAL:
 LOT 111, SECTION 3, TOWNSHIP 26, O.D.Y.D.,
 PLAN 1247
 PID NO. 011-703-172
 3110 MATHEWS ROAD, KELOWNA, BC

DRAWN BMC
 JOB NO. 15-157
 FILE 15-157.DWG
 DATE JUNE 2015
 SCALE 1:1000

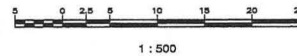
ADVANCED SURVEYING LTD. TEL. 250.765.4800
 3300 SEYMOUR ROAD, KELOWNA
 bml@advancedsurveying.ca
TROY TURTON
3110 MATHEWS ROAD
SECTIONS

DRAWING NO. **15157-05**
 REV. NO. **01**



LEGEND	
3	CAP
—	CATCH BASIN
—	ELECTRICAL BOX
—	SAN. SEWER
—	STORM SEWER
—	U.S. ELECTRICAL
—	U.S. TELEPHONE
—	WATER
—	VALVE
—	LAMP STANDARD
—	UTILITY JUNCTION BOX
—	SAN. SEWER (EXISTING OR FUTURE)
—	SAN. SEWER (PROPOSED)
—	STORM SEWER (EXISTING OR FUTURE)
—	STORM SEWER (PROPOSED)
—	TRANSFORMER

No.	DATE	BY	REVISION	DATE
01	11/02/15	BMC	REVISED SITE BOUNDARIES	
00	06/19/15	BMC	ISSUED TO CLIENT	



LEGAL:
LOT 111, SECTION 3, TOWNSHIP 26, Q.D.Y.D.,
PLAN 1247
PID NO. 011-703-172
3110 MATHEWS ROAD, KELOWNA, BC

DRAWN: BMC
JOB NO. 15-157
FILE: 15-157.DWG
DATE: JUNE 2015
SCALE: 1:500

ADVANCED SURVEYING LTD.
3308 SEDGWICK ROAD, KELOWNA
TEL: 250.785.4600
breit@advancedsurveying.ca
TROY TURTON
3110 MATHEWS ROAD
SECTIONS

DRAWING NO. 15157-06
REV. NO. 01

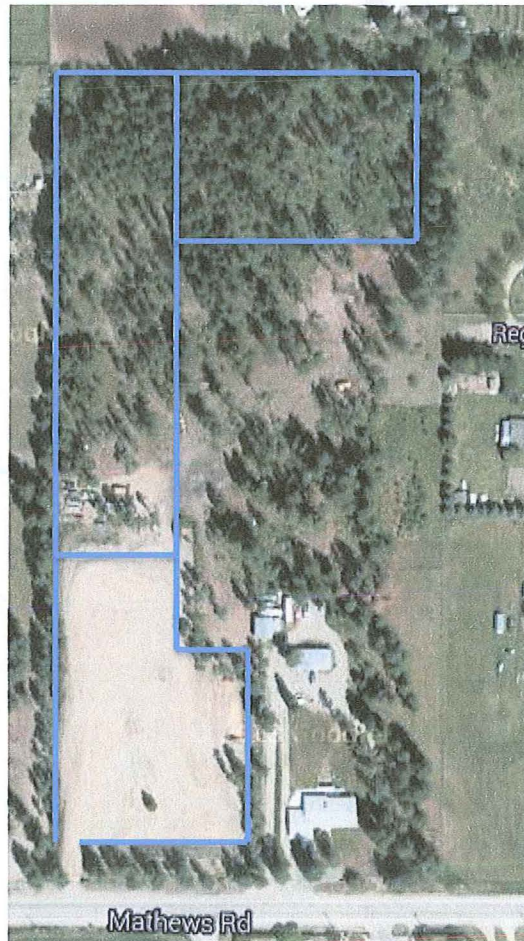
Application for Non Farm Use Development

Justification:

I am submitting this application for the removal of soil in order to enhance our lands agricultural ability. As the property sits the land is unusable due to an undulating surface. The removal of the soil will diminish the undulating surface as well as get rid of frost pockets for both our property and the neighboring properties. The estimated amount of soil to be removed is between 30,000-40,000 cubic meters. As the gravel is removed, we would like to import heavier, more arable soils.

Site Plan:

Shown below is a topographic picture of the purposed site plan. Out lined in blue is the area of the property that we wish to remove soil from. The proposed area is also spilt into sections for the purpose of doing the soil removal in phases. The first phase will be the lower section of the property that is already cleared of trees.



The below picture is a smaller section of the property to be able to properly show the pertinent structures:

- A – House
- B – Shop/Garage
- C – Barn



There are no watercourses that run through the proposed area. The only road that the property is adjacent to is Mathews Road, which is along the front of the property, as well Regina Road ends at the edge of our property. There are several trees that line the proposed area including:

1. Neighbors property to the west, section (1) – see figure
2. Row of trees on the south side of the area along the road, section (6)
3. Few trees along section (3) of the area
4. Row of trees along section (5) of the proposed area

As is it shown in the larger scale picture there are many trees in the back half of the property that are within the proposed area. Many of these trees will have to be removed not only because they are in the proposed area but as well because a vast amount of the trees are dead due to Pine Beetle Kill.

Proposed methods of access to the site during removal:



The proposed method of access to the site during the removal of the soil is shown by the two lines connecting with section (6) and the road, which already has an access gate and road way.

Proposed methods of noise and dust control during the removal operation:

The method of noise control during the removal operation will be to operate during city bylaw construction operational hours: 7 am to 7 pm (BYLAW 6674, 2012). Also there will be an Earth berm along section (1) to reduce noise of our neighbors. To avoid major dust creation there will be a water truck to reduce dust on the driving paths and machine routes in the area.

Methods proposed for drainage and erosion control:

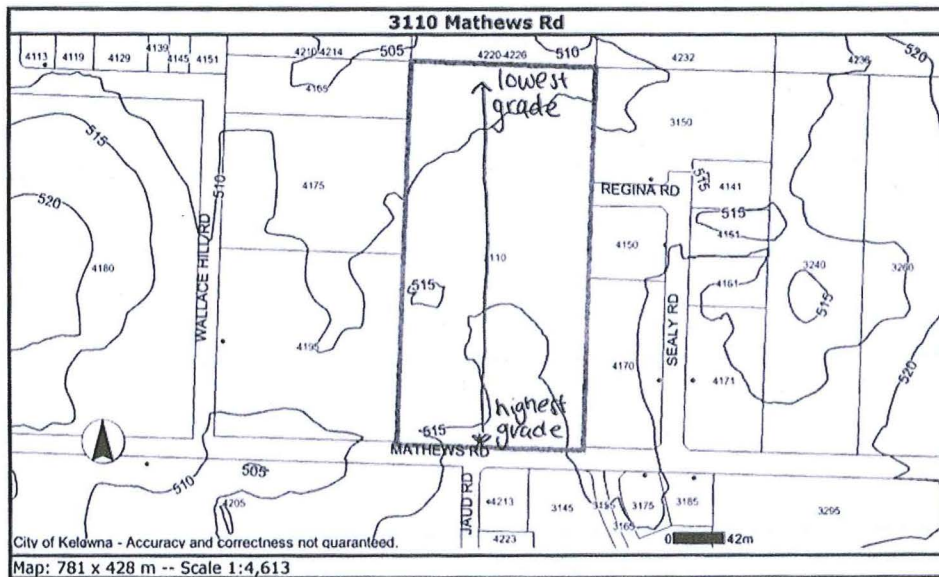
The proposed methods for drainage will be contained by earth berms, and containing it to our own property. For erosion control, during each phase of the gravel extraction there will be compaction work done to ensure there is no erosion in the future.

Site grading plan:

As shown in the picture below our proposed site grade plan is to go from the highest elevation of the property from Mathews Road to the lowest elevation of the property. It will be a consistent grade.

Map Output

Page 1 of 1



This map is for general information only. The City of Kelowna does not guarantee its accuracy. All information should be verified.

Conclusion:

Our plan for this development is to enhance both our property and neighboring properties. By removing the excess gravel from the proposed areas it will allow shaping to be done to remove undulating surfaces and frost pockets. Once the property is to grade we will spread the heavier imported materials, the area will be ripped and disced in preparation for planting. Subgrade irrigation pipes will then be installed. The original stockpiled topsoil will be spread. We will then plant cider apple trees on the property. Trickle irrigation will be used to water the trees. When we harvest the apples they will shipped to our existing family cidery.

Heather Benmore

RECEIVED

From: Forbes, Jim AGRI:EX [Jim.Forbes@gov.bc.ca]
Sent: Wednesday, July 22, 2015 10:09 AM
To: Current Developments
Cc: Trisa Brandt
Subject: FW: A15-0008 3110 Matthews Rd

Cosey

JUL 22 2015

City of Kelowna
Subdivision, Agriculture, & Environment

Howdy!

I have been asked to comment on this referral on behalf of the Ministry of Agriculture. After reading through the application and looking at aerial photos I note that:

- From aerial photos it appears that this is an existing gravel pit that has yet to be properly reclaimed. From the available pictures of the topsoil berm it appears that the A and B soil horizons were admixed and some of the original topsoil was lost {or perhaps sold}.
- The application does not specify what crop(s) the proponents intend to plant. {The intended crop(s) can affect the optimum choices for reclamation activities}.
- The extensive disturbance of soils in gravel pits creates a high potential for the introduction and spread of invasive plants (noxious weeds). This is a concern even if it is not ALR/agricultural land as any established reservoirs of these invasive plants increases the likelihood of further infestations as people, animals, wind and flowing water will unintentionally spread the seeds around from that site. The B.C. Weed Control Act imposes a duty on all land occupiers to control designated noxious plants. This concern can be addressed through an effective "Invasive Plant Prevention and Control Plan" that outlines simple prevention actions like steam cleaning all machinery before it is transported to the site (includes the transport truck) as well as control actions in the case that the prevention activities were unsuccessful. Other potential actions can be found at: <http://www.weedsbc.ca/resources.html>

Provided that:

- a) the proposed gravel extraction is accomplished according to the surveyor's drawings,
- b) sufficient weed prevention and control measures are in place & effective,
- c) the subsoil is properly prepared prior to replacing topsoil (e.g. subsoil ripped prior to replacing topsoil in order to reduce compaction and prevent creation of a barrier to rooting and water infiltration), and
- d) the topsoil (horizons A & B) is properly replaced & augmented to an adequate depth,

the project has the potential to return the site to a productivity level similar to the soils nearby. While it may be simple to get a bit of grass to grow on the site, the restoration of the agricultural capability is significantly more complex. Consultation with a Professional Agrologist with a soils background to develop a reclamation plan prior to further gravel extraction would assist in achieving the proposed benefits in a cost effective manner.

Failure to follow the provisions above will decrease the likelihood of success and are likely to increase the costs to return this ALR land to an acceptable agricultural capability as required by the Agricultural Land Commission.

Sincerely,

Jim Forbes

Regional Agrologist

Ministry of Agriculture | 441 Columbia St. | Kamloops, BC, V2C 2T3
Ph: 250-828-4513 | Cell: 250-319-3774 | Fax: 250-828-4516
AgriServiceBC 1-888-221-7141 | AgriServiceBC@gov.bc.ca

CITY OF KELOWNA
BYLAW NO. 11152
Z15-0038 - Justin & Rebecca Bullock
980 Mayfair 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 A, District Lot 143, ODYD, Plan 22053 located on Mayfair Road, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RU6 - Two Dwelling Housing 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 5th day of October, 2015.

Considered at a Public Hearing on the 20th day of October, 2015.

Read a second and third time by the Municipal Council this 20th day of October, 2015.

Approved under the Transportation Act this 26th day of October, 2015.

Audrie Henry
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: April 11, 2016
File: 0220-20
To: City Manager
From: George L King, Financial Planning Manager
Subject: Amending the Five Year Financial Plan, 2015-2019

Recommendation:

THAT Council receives, for information, the Report from the Manager, Financial Planning dated April 11, 2016 with respect to amending the Five Year Financial Plan 2015-2019 to reflect changes in the Operating Budget and Capital Expenditure Program for 2015;

AND THAT Bylaw No. 11213 being Amendment No. 1 to the Five Year Financial Plan 2015-2019 Bylaw No. 11088 be advanced for reading consideration;

AND FURTHER THAT Bylaw No. 11226 being Amendment No. 1 to the Sale of City Owned Land Reserve Fund Expenditure Bylaw, 2015 No. 11086 be advance for reading consideration.

Purpose:

To amend the Five Year Financial Plan as required by the Community Charter so that it includes the authorized transfers and amendments that occurred throughout the year.

Background:

The City of Kelowna, in order to comply with section 165(1) of the Community Charter (Financial Management), amends the financial plan to provide for expenditures required after adoption of the Five Year Financial Plan Bylaw. These expenditures, in all cases, do not impact taxation demand but rather result in the shift of funding from one source to another and/or shifts in expenditures within, or from, one municipal purpose area to another.

The amended financial plan is impacted on a departmental basis by contingency fund transfers, disbursements of Other Working Capital and other transfers as permitted under the Budget Amendment Policy #262 and Budget Transfer Policy #261, which are excluded from the analysis below.

The attached Schedule A reflects the following material amendments and transfers that are being brought before Council for the first time:

General Fund

Civic Operations Division:

Due to limited funding from the Union of BC Municipalities through the Strategic Wildfire Prevention Initiative, the purchased services budget for the Integrated Pest Management project was reduced by \$100,000.

Infrastructure Division:

Lakeshore 1 DCC (Dehart-McClure) Active Transportation Corridor (ATC) project was awarded \$360,000 Provincial Bike BC grant from the Cycling Infrastructure Partnerships Program. A contribution of \$36,700 was also received from ICBC for urbanization and road upgrades for the same section of road. Additional funding of \$91,610 for the Lakeshore land purchase was required from the DCC reserve.

The Rails with Trails project had an increase in the estimated Federal funding of \$31,267 and a decrease in the estimated Provincial funding of \$161,930. The result was a net project decrease in funding of \$130,663.

With the Kelowna Pacific Railway ceasing operations and the local governments purchasing the corridor, the province withdrew the funding for the Alternate Hwy 97 Multi-Use Pathway in the amount of \$1,550,000. This project was initially approved to build a separate structure which would have allowed cyclists to avoid the CN Rail corridor.

In 2015, for various road safety works done throughout the year, the City received contributions from ICBC in the amount of \$240,000. This additional funding allowed completion of additional safety improvement works under Major Traffic Safety Projects.

At the time of hospital expansion and parking lot construction projects, Interior Health Authority provided cash-in-lieu in the amount of \$76,140 for a pedestrian traffic signal which was installed in 2015 at Royal/Pandosy.

Funds in the amount of \$143,660 were available from the Gordon Drive Truck Route Improvement project to complete the Lawrence/Pandosy intersection safety improvements project. As well, funding in the amount of \$164,280 from Lakeshore 1 (McClure to Dehart) ATC was available to use for additional school zone crosswalk safety improvements.

The Union of BC Municipalities approved the transfer of available gas tax funding in the amount of \$400,000 to complete the Rutland Transit Exchange.

The construction bid for Ethel 1 DCC (Harvey-Bernard) ATC was slightly higher than the engineers estimate, so available funding in the amount of \$185,000 was allocated from the Lakeshore Mission Creek Bridge project to Ethel 1 DCC (Harvey-Bernard) ATC in order to ensure that traffic safety improvements and realignment of the Ethel/Leon intersection were completed with this project.

Wastewater, Water Funds

Available funds in the amount of \$175,000 were transferred to: Lakeshore 1 (Dehart-McClure) \$75,000, Rose & Speer Area Watermain Replacement \$35,550 and Lawrence/Pandosy Intersection Water Upgrade \$64,450; from the Dilworth Reservoir roof repair project.

Bylaw No. 11226 Amendment No. 1 to the Sale of City Owned Land Reserve Fund Expenditure Bylaw

A further adjustment for 2015 involves amending the City-Owned Land Reserve Fund bylaw. Bylaw No. 11086 indicated that \$2,206,766 was to be expended from the Parks Land portion of the City-Owned Land Reserve Fund during 2015. Due to various acquisitions and re-sales of property the actual amount expended in 2015 was \$2,319,729. An amending bylaw no. 11226 is included for Council consideration to increase the expenditure amount to match the actual expenditures made from that reserve fund.

Legal/Statutory Authority:

Community Charter section 165.

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:

G.L. King, CPA, CMA

Approved for inclusion:



Genelle Davidson CPA, CMA Director Financial Services

Schedule "A"
Financial Plan 2015 - 2019

	2015 Amended Budget	2015	2016	2017	2018	2019	2020-2030
REVENUE							
PROPERTY VALUE TAX	113,540,720	113,540,720	120,089,698	125,476,202	130,855,810	136,273,213	1,839,199,613
LIBRARY REQUISITION	5,591,643	5,591,643	5,703,476	5,817,545	5,933,896	6,052,574	75,125,094
PARCEL TAXES	3,473,943	3,473,943	2,942,772	2,674,415	2,396,607	2,090,899	19,727,972
FEES AND CHARGES	106,817,783	102,907,923	106,013,278	108,283,875	110,039,824	111,864,587	1,391,133,827
BORROWING PROCEEDS	61,648,420	59,288,530	5,215,000	4,965,000	2,383,230	10,724,537	12,469,983
OTHER SOURCES	63,750,099	59,827,214	51,124,622	46,733,216	46,311,272	61,829,753	598,866,212
	354,822,608	344,629,973	291,088,846	293,950,253	297,920,639	328,835,563	3,936,522,701
TRANSFERS BETWEEN FUNDS							
RESERVE FUNDS	1,656,900	1,653,356	3,013,251	2,208,084	2,207,892	2,207,693	14,717,192
DCC FUNDS	27,042,411	17,142,625	15,013,214	17,321,869	11,885,318	15,713,703	181,903,245
SURPLUS/RESERVE ACCOUNTS	132,282,046	113,860,679	42,278,104	45,665,411	31,180,888	37,526,036	348,349,967
	160,981,357	132,656,660	60,304,569	65,195,364	45,274,098	55,447,432	544,970,404
TOTAL REVENUE	515,803,965	477,286,633	351,393,415	359,145,617	343,194,737	384,282,995	4,481,493,105
EXPENDITURES							
MUNICIPAL DEBT							
DEBT INTEREST	10,193,350	10,193,350	12,362,854	13,276,857	13,253,915	9,893,679	78,663,045
DEBT PRINCIPAL	11,544,185	11,544,185	13,512,272	13,552,650	14,860,122	11,726,984	68,360,132
CAPITAL EXPENDITURES	242,820,491	212,795,590	80,488,880	84,445,232	57,083,534	96,307,474	883,730,607
OTHER MUNICIPAL PURPOSES							
GENERAL GOVERNMENT	26,194,791	25,747,596	26,256,230	26,961,066	27,668,829	28,392,010	366,427,885
PLANNING, DEVELOPMENT &							
BUILDING SERVICES	23,503,465	22,737,066	21,149,333	21,763,831	22,548,852	23,270,002	302,653,793
COMMUNITY SERVICES	76,497,444	73,820,565	75,694,195	77,894,577	80,437,789	82,960,881	1,103,006,885
PROTECTIVE SERVICES	51,010,757	48,188,479	50,315,212	51,908,472	54,051,467	55,953,370	752,850,026
UTILITIES	18,260,658	17,916,525	17,270,315	17,664,484	18,110,871	18,593,294	237,673,304
AIRPORT	12,315,470	12,295,780	12,613,871	12,974,070	13,387,781	13,816,273	182,927,959
	472,340,611	435,239,136	309,663,162	320,441,239	301,403,160	340,913,967	3,976,293,636
TRANSFERS BETWEEN FUNDS							
RESERVE FUNDS	19,284,541	14,303,421	13,558,591	13,537,605	13,453,831	13,359,369	139,341,650
DCC FUNDS		-	-	-	-	-	-
SURPLUS/RESERVE ACCOUNTS	24,178,813	27,744,076	28,171,662	25,166,773	28,337,745	30,009,659	365,857,819
	43,463,354	42,047,497	41,730,253	38,704,378	41,791,576	43,369,028	505,199,469
TOTAL EXPENDITURES	515,803,965	477,286,633	351,393,415	359,145,617	343,194,736	384,282,995	4,481,493,105

CITY OF KELOWNA

BYLAW NO. 11213

Amendment No. 1 to Five Year Financial Plan 2015-2019 Bylaw No. 11088

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna "Five Year Financial Plan Bylaw, 2015-2019, No. 11088 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. 11213, being Amendment No. 1 to Five Year Financial Plan 2015-2019 Bylaw No. 11088."
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, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Schedule "A"
Financial Plan 2015 - 2019

	2015 Amended Budget	2015	2016	2017	2018	2019	2020-2030
REVENUE							
PROPERTY VALUE TAX	113,540,720	113,540,720	120,089,698	125,476,202	130,855,810	136,273,213	1,839,199,613
LIBRARY REQUISITION	5,591,643	5,591,643	5,703,476	5,817,545	5,933,896	6,052,574	75,125,094
PARCEL TAXES	3,473,943	3,473,943	2,942,772	2,674,415	2,396,607	2,090,899	19,727,972
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BORROWING PROCEEDS	61,648,420	59,288,530	5,215,000	4,965,000	2,383,230	10,724,537	12,469,983
OTHER SOURCES	63,750,099	59,827,214	51,124,622	46,733,216	46,311,272	61,829,753	598,866,212
	354,822,608	344,629,973	291,088,846	293,950,253	297,920,639	328,835,563	3,936,522,701
TRANSFERS BETWEEN FUNDS							
RESERVE FUNDS	1,656,900	1,653,356	3,013,251	2,208,084	2,207,892	2,207,693	14,717,192
DCC FUNDS	27,042,411	17,142,625	15,013,214	17,321,869	11,885,318	15,713,703	181,903,245
SURPLUS/RESERVE ACCOUNTS	132,282,046	113,860,679	42,278,104	45,665,411	31,180,888	37,526,036	348,349,967
	160,981,357	132,656,660	60,304,569	65,195,364	45,274,098	55,447,432	544,970,404
TOTAL REVENUE	515,803,965	477,286,633	351,393,415	359,145,617	343,194,737	384,282,995	4,481,493,105
EXPENDITURES							
MUNICIPAL DEBT							
DEBT INTEREST	10,193,350	10,193,350	12,362,854	13,276,857	13,253,915	9,893,679	78,663,045
DEBT PRINCIPAL	11,544,185	11,544,185	13,512,272	13,552,650	14,860,122	11,726,984	68,360,132
CAPITAL EXPENDITURES	242,820,491	212,795,590	80,488,880	84,445,232	57,083,534	96,307,474	883,730,607
OTHER MUNICIPAL PURPOSES							
GENERAL GOVERNMENT	26,194,791	25,747,596	26,256,230	26,961,066	27,668,829	28,392,010	366,427,885
PLANNING, DEVELOPMENT &							
BUILDING SERVICES	23,503,465	22,737,066	21,149,333	21,763,831	22,548,852	23,270,002	302,653,793
COMMUNITY SERVICES	76,497,444	73,820,565	75,694,195	77,894,577	80,437,789	82,960,881	1,103,006,885
PROTECTIVE SERVICES	51,010,757	48,188,479	50,315,212	51,908,472	54,051,467	55,953,370	752,850,026
UTILITIES	18,260,658	17,916,525	17,270,315	17,664,484	18,110,871	18,593,294	237,673,304
AIRPORT	12,315,470	12,295,780	12,613,871	12,974,070	13,387,781	13,816,273	182,927,959
	472,340,611	435,239,136	309,663,162	320,441,239	301,403,160	340,913,967	3,976,293,636
TRANSFERS BETWEEN FUNDS							
RESERVE FUNDS	19,284,541	14,303,421	13,558,591	13,537,605	13,453,831	13,359,369	139,341,650
DCC FUNDS		-	-	-	-	-	-
SURPLUS/RESERVE ACCOUNTS	24,178,813	27,744,076	28,171,662	25,166,773	28,337,745	30,009,659	365,857,819
	43,463,354	42,047,497	41,730,253	38,704,378	41,791,576	43,369,028	505,199,469
TOTAL EXPENDITURES	515,803,965	477,286,633	351,393,415	359,145,617	343,194,736	384,282,995	4,481,493,105

CITY OF KELOWNA

BYLAW NO. 11226

Amendment No. 1 to Sale of City-Owned Land Reserve Fund Expenditure Bylaw, 2015, No. 11086

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Sale of City-Owned Land Reserve Fund Bylaw, No. 11086 be amended as follows:

1. THAT the following from Section 1 be deleted that reads:

"General Land Acquisition	\$ 11,691,751.00
Parks Land	\$ 2,206,766.00
Housing Opportunity	\$1,860,645.00
	<u>\$ 15,759,162.00"</u>

And be replaced with the following:

"General Land Acquisition	\$ 11,578,788.00
Parks Land	\$ 2,319,729.00
Housing Opportunity	\$1,860,645.00
	<u>\$ 15,759,162.00"</u>

2. This bylaw may be cited for all purposes as "Bylaw No. 11226, being Amendment No. 1 to Sale of City Owned Land Reserve Fund Expenditure Bylaw No. 11086."
3. This bylaw shall come into full force and effect and is binding on all persons as and from the date of this 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: April 11, 2016
File: 0245-80
To: City Manager
From: Matt Friesen, Accountant
Subject: Amendment No. 5 to Utility Billing Customer Care Bylaw No. 8754

Recommendation:

THAT Bylaw No. 11209, being amendment No. 5 to Utility Billing Customer Care Bylaw No. 8754 be forwarded to Council for reading consideration;

Purpose:

To seek Council's approval to amend the Utility Billing Customer Care Bylaw for the clarification and updating of current terms and processes as well as removing irrelevant sections pertaining to the electrical utility.

Background:

The Utility Billing Customer Care Bylaw establishes how the City of Kelowna operates and provides billing services for its various public utilities, including a water service system, a sanitary sewer collection system, and a streetlight system.

Staff have identified various current terms and processes that need updating and clarification.

1. The Utility Billing Customer Care Bylaw is specifically in relation to Utility Billing Services. The proposed amendment replaces all references of "Customer Service Account" to "Utility Billing Account" providing a clearer definition for the purposes of this bylaw.
2. Section 8.6 refers to the City's ability, provided through the Community Charter, to deem outstanding utilities as taxes in arrears and transfer those balances to property taxes. Staff are recommending that the wording "are in relation to a Utility Service account that is no longer receiving Utility Service" be removed as the current process includes utility service accounts that are still active and receive utility service. There

are some owners who pay their utility bill once a year on their property tax notice instead of paying their bi-monthly bill.

3. Section 10 of the Utility Billing Customer Care Bylaw refers to circumstances where a utility service may be terminated. Currently, the bylaw states utility services may be terminated if:
 - a) safety of life or property is at risk; or
 - b) where a provision of this bylaw, the City's Sewer Connection Bylaw or the City's Water Connection Bylaw is violated; or
 - c) an invoiced amount remains unpaid after the payment due date.

This proposed amendment would add:

- d) an occupier has not applied for a Utility Service Account.

There are also current terms or processes that need to be removed because they are no longer relevant.

1. The electrical utility was sold to Fortis BC in 2013 but the Utility Billing Customer Care bylaw still refers to electrical service. This proposed amendment would remove all electrical service references from this bylaw.
2. Section 7.3 states that a customer can provide meter readings if there is a temporary or long term issue in the City reading the meter. Staff are recommending that this section be removed as it was in reference to electrical meters only and is no longer relevant.
3. Staff are recommending that the sections regarding processes of not charging penalties and security deposits for those affected by the Okanagan Mountain Park fire be deleted as they are no longer relevant.

Internal Circulation:

Kevin Van Vliet, Utility Services Manager

Cam Moody, Cross Connection Program Coordinator

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

M. Friesen, Accountant

Approved for inclusion:



Genelle Davidson, CPA, CMA, Director, Financial Services

CITY OF KELOWNA

BYLAW NO. 11209

Amendment No. 5 to Utility Billing Customer Care Bylaw No. 8754

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Utility Billing Customer Care Bylaw No. 8754 be amended as follows

1. THAT the preamble be amended by deleting "an electrical service system," in the first paragraph;
2. AND THAT **Section 2 INTERPRETATION, 2.3 Definitions**, be amended by:
 - a) deleting the definition name "**Customer Service Account**" and replacing it with "**Utility Billing Account**" and moving to its appropriate location;
 - b) and that all references to "Customer Service Account" be deleted and replaced with "Utility Billing Account";
 - c) deleting the definition for **Meter** that reads:

"**Meter** means an apparatus or device installed by or on behalf of the **City** for the purpose of measuring the level or amount of use or consumption, or the amount of the measured commodity passing through it, or a **Utility Service** at a particular location or locations."

And replacing it with:

"**Meter** means an apparatus or device installed by or on behalf of the **City** for the purpose of measuring consumption.";
 - d) deleting the word "electricity," in the definition for **Utility Service**.
3. AND THAT **Section 5 SECURITY DEPOSITS, 5.4 Exceptions**, be amended by deleting subparagraph (2) in its entirety that reads:

"(2) The application for the **Customer Service Account** is accompanied by a "Security Deposit Waiver", as outlined in Schedule A which is attached to, and is part of, this bylaw, signed by the registered owner(s), or authorized signatory(s), of the property on which the premises to which the **Utility Service** relates is located, acknowledging the potential for unpaid amounts to be deemed to be taxes in arrears, under section 8.6 of this bylaw;"

And replacing it with:

"(2) The application for the **Utility Billing Account** is accompanied by a "Security Deposit Waiver", as outlined in Schedule A which is attached to, and is part of, this bylaw. The Security Deposit Waiver must be signed by the registered owner(s), or authorized signatory(s), of the property on which the premises to which the **Utility Service** relates is located, in acknowledging the potential for unpaid amounts to be deemed to be taxes in arrears, under section 8.6 of this bylaw;"

4. AND THAT **Section 5 SECURITY DEPOSITS**, 5.9, be deleted in its entirety that reads:

"5.9 Despite section 5.1 of this bylaw, no security deposit shall be charged to a **Customer Service Account**, in relation to City of Kelowna Water Utility service, which is opened for a temporary residence of a **Customer** who has been displaced as a result of the destruction of his or her usual residence by the August 2003 Okanagan Mountain Park Forest Fire."
5. AND THAT **Section 7 METER READING**, 7.3 Reading by Customer, be deleted in its entirety that reads:

"7.3 Reading by **Customer**

The **City** may require a **Customer**, where there may be temporary or long term difficulty in the **City** reading a **Meter(s)** whether due to physically restricted access or otherwise, to read the **Meter(s)** and supply the readings to the **City** in accordance with instructions, and on specific forms, provided for this purpose."
6. AND THAT **Section 8 BILLING** be amended by:
 - a) Deleting in sub-section 8.1 Frequency the word "monthly" and replacing it with "bi-monthly";
 - b) Deleting sub-section 8.6 Deemed Taxes in Arrears in its entirety that reads:

"Any amounts due and payable in accordance with this bylaw, and which:

 - (a) remain unpaid after December 31st of any year; and
 - (b) are in relation to a **Customer Service Account** that is no longer receiving **Utility Service**;

whether incurred by an owner or another **Customer** at the property address to which the **Utility Service** has been provided, shall be deemed to be taxes in arrears and added to the property taxes on that property, and shall be subject to the same interest and penalties, and be recoverable in the same manner, as property taxes as provided for in the *Community Charter*."

And replaced with:

"Any amounts due and payable in accordance with this bylaw, and which remain unpaid after December 31st of any year whether incurred by an owner or another **Customer** at the property address to which the **Utility Service** has been provided, shall be deemed to be taxes in arrears and added to the property taxes on that property, and shall be subject to the same interest and penalties, and be recoverable in the same manner, as property taxes as provided for in the *Community Charter*.";
 - c) Deleting sub-section 8.7 in its entirety that reads:

"8.7 Despite section 8.4 of this bylaw, no late-payment penalty shall be charged to a Customer Service Account in relation to City of Kelowna Water Utility service, where the location to which the service is provided was under Evacuation Order by order of the BC Fire Commissioner during to the August 2003 Okanagan Mountain Park Forest Fire, for the billing period that included service during the time that the Evacuation Order applied."

7. AND THAT **Section 10 TERMINATION OF SERVICE/CLOSURE OF ACCOUNTS** be amended by:

a) Deleting sub-section 10.1 Termination by City in its entirety that reads:

"The **City** may terminate **Utility Service** where an amount has been invoiced and is due and payable, and remains unpaid as of the payment due date as set out in section 5.2 or section 8.3 of this bylaw. The **City** may also terminate **Utility Service** where safety of life or property is at risk or where any provision of this bylaw or the **City's** Electrical Regulation Bylaw, or the **City's** Sewer Connection Charge Bylaw or the **City's** Water Regulation Bylaw has been violated."

And replacing it with:

"The **City** may terminate **Utility Service** where,

- a) an amount has been invoiced and is due and payable, and remains unpaid as of the payment due date as set out in section 5.2 or section 8.3 of this bylaw; or
- b) safety of life or property is at risk; or
- c) where any provision of this bylaw, the **City's** Sewer Connection Charge Bylaw or the **City's** Water Regulation Bylaw has been violated; or
- d) an occupier has not applied for a **Utility Billing Account**."

b) Deleting sub-section 10.2 Notice of Termination subsection (3) in its entirety which reads:

"(3) In a case where the **City** plans to terminate a **Utility Service** because of a violation of any provision of this bylaw or the **City's** Electrical Regulation Bylaw, or the **City's** Sewer Connection Charge Bylaw or the **City's** Water Regulation Bylaw, other than for non-payment of a fee or charge, a notice of termination shall include at least one of the formats outlined in subsections 10.2(2)(a), (b), (c) or (d) and the affected **Customer** shall be given an opportunity to make a presentation to Council regarding the planned termination."

And replaced with:

"(3) In a case where the **City** plans to terminate a **Utility Service** because an occupier has not applied for a **Utility Billing Account**; a notice of termination of the **Utility Service** shall include:

- (a) a "Request for Application" tag left on the door at the service location allowing two business days to set up a **Utility Billing Account**; and
- (b) notice that, should the occupant of the service location not set up a **Utility Billing Account** after the expiration date indicated on the "Request for Application", the **Utility Service** may be terminated until a **Utility Billing Account** has been created at the service location; and
- (c) that, if the premise remains vacant for more than two months, standard base rates will continue to apply and the account will be activated under the owner's name."

c) adding in its appropriate location to 10.2 Notice of Termination a new subsection (4) that reads:

"(4) In a case where the **City** plans to terminate a **Utility Service** because of a violation of any provision of this bylaw, or the **City's** Sewer Connection Charge Bylaw or the **City's** Water Regulation Bylaw, other than for non-payment of a fee or charge, the affected **Customer** shall, through a written request to the **City**, be given an opportunity to make a presentation to Council regarding the planned termination."

d) Deleting sub-section 10.4 be in its entirety that reads:

"10.4 Despite section 8.4 of this bylaw, no late-payment penalty shall be charged to a **Customer Service Account** in relation to City of Kelowna Water Utility service, where the location to which the service is provided was under Evacuation Order by order of the BC Fire Commissioner during to the August 2003 Okanagan Mountain Park Forest Fire, for the billing period that included service during the time that the Evacuation Order applied."

8. AND THAT **SCHEDULE "A"**, Security Deposit Waiver, be amended by deleting in its entirety, the footnote that reads:

"NOTE: Personal information collected on this form is collected for the purpose of processing this application and for administration and enforcement of the Utility Billing Customer Care Bylaw No. 8754. The information collected under the authority of Freedom of Information Bylaw No. 7603 and the Local Government Act. If you have any questions about this collection, please contact the Revenue Supervisor, City of Kelowna, (250) 862-3339."

And replacing it with:

"NOTICE: Personal information collected on this form is collected for the purpose of processing this application and for administration and enforcement of the Utility Billing Customer Care Bylaw No. 8754. The information collected under the authority of Freedom of Information Bylaw No. 7603 and the Local Government Act. If you have any questions about this collection, please contact the Revenue Manager, City of Kelowna, (250) 469-8757."

9. This bylaw may be cited as "Amendment No. 5 to City of Kelowna Utility Billing Customer Care Bylaw No. 8754".
10. 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: April 11, 2016
File: 1810-50
To: City Manager
From: M. Olson, Manager, Property Management
Subject: License of Occupation and Memorandum of Understanding for a Portion of Brent's Grist Mill Heritage Park
Report Prepared by: P. McCormick, Planner Specialist

Recommendation:

THAT Council approves the City entering into a License of Occupation and a Memorandum of Understanding, with the University of British Columbia Okanagan (UBCO), for use of a portion of the Brent's Grist Mill Heritage Park located at 1435 Dilworth Drive, in the form attached to the Report of the Manager, Property Management, dated April 11, 2016;

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

Purpose:

To secure a License of Occupation and a Memorandum of Understanding for UBCO so that they may proceed with a Pollinator Project as described in the Report of the Manager, Property Management, dated April 11, 2016.

Background:

The Pollinator Project is an environmental revitalization partnership between the University of British Columbia Okanagan and the City of Kelowna. The City of Kelowna will provide in-kind support in the form of a fallow site located at the Brent's Grist Mill Heritage Park (Schedule A). The partnership will transform an under-utilized site into a pollinator meadow to benefit a multitude of environmentally-threatened pollinator species, while simultaneously helping to raise community awareness of environmental sustainability issues.

The project will be under the direction of Nancy Holmes, Associate Professor, Department of Critical and Creative Studies, UBCO. It will make extensive use of volunteers who will re-establish native plant species to the subject area. As the Project will not use potable water but will rely principally on precipitation, the volunteers will also implement progressive water-conservation techniques.

Community engagement will be a critical aspect of the Pollinator Project through a series of on, and off-site workshops and presentations, many of which will use public art to help raise awareness, inspire participants, and empower individuals to adopt positive change within their own neighbourhoods. These aspirations are consistent with City policies aimed at an enhanced quality of life for all residents of Kelowna.

The site is approximately .5 ha in size and is ideally suited to conversion to a pollinator meadow. It has good visibility from Dilworth Drive and although there will be no public parking on the site in conjunction with any Project-related activities, the site has easy access for any machinery or other vehicles required for site development, servicing public engagement activities, e.g., portable toilets, and on-going maintenance.

Three heritage-designated buildings are currently located on the site. There are no immediate plans for development of the site to capitalize on its heritage status. However, Council has directed staff to undertake preliminary discussions with heritage stakeholders through a public engagement process. This engagement will take place in spring 2016. A pollinator meadow is regarded by staff as an intermediate use that is compatible with the long-term potential for the site. Should the City at any time wish the site for a use deemed to not be compatible with the Pollinator Project, the License of Occupation gives the City the right to terminate the License upon thirty (30) days' notice.

All media support and on- and off-site activities including volunteer activity and engagement with the public-at-large will be organized by UBCO. The role of City staff will principally be to liaise with UBCO project representative as well as to coordinate any permissions and approvals required by UBCO with regard to use of the subject area. A proposed work plan is attached as Attachment B.

In summary, staff anticipate the following benefits to the citizens of Kelowna:

- Meaningful community dialogue and heightened awareness of a critical environmental issue;
- An opportunity to demonstrate and to reinforce the City's leadership in environmental stewardship;
- A strengthened relationship with the University of British Columbia Okanagan.

Internal Circulation:

Manager, Parks and Building Planning

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:
Communications Comments:
Alternate Recommendation:

Submitted by: M. Olson, Manager, Property Management

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

Attachments: 1. Schedule 'A' - License of Occupation
 3. Schedule 'B' - Memorandum of Understanding
 2. Schedule 'c' - PowerPoint Presentation

cc: J. Gabriel, Divisional Director, Active Living and Culture
J. Creron, Divisional Director, Civic Operations
A. Newcombe, Divisional Director, Infrastructure

License of Occupation

THIS AGREEMENT dated for reference the 30 day of March 2016.

BETWEEN:

CITY OF KELOWNA, a municipal corporation having its
office at 1435 Water Street, Kelowna, BC., V1Y 1J4

(the "City")

OF THE FIRST PART

AND:

University of British Columbia, Okanagan, (A University *continued under
the University Act of British Columbia*)

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. The City is the owner of the property located at 1435 Dilworth Drive in the municipality of Kelowna, legally known as:

Parcel Identifier - 011-552-816

DISTRICT LOT 531 OSOYOOS DIVISION YALE DISTRICT EXCEPT:

(1) PART RED ON PLAN ATTACHED TO DD 1952D

(2) PART LYING TO THE NORTH OF THE RAILWAY SHOWN ON PLAN ATTACHED
TO DD 1952D

(3) PLANS B1589, 25187, 30395 AND M14878

(the "Property");

- B. The Licensee wishes to plant and maintain a meadow of indigenous plants as well as, from time to time, on an intermittent basis, engage the public and special interest groups in on-site activities to increase awareness and understanding of the plight of pollinator species (the "Works"), which will create an encroachment onto the Property (the "License Area");

- C. The City is prepared to grant the Licensee a License of Occupation pursuant to Section 35(11) of the *Community Charter*, S.B.C. 2003, c.26 over the License Area to enable the Licensee to complete the Works.

NOW THEREFORE in consideration of the payment of one dollar (\$1.00) and other good and valuable consideration, from the Licensee to the City, the receipt and sufficiency is hereby acknowledged, the City and the Licensee covenant and agree as follows:

1. **Grant** - The City grants to the Licensee the non-exclusive right and license to enter onto and use the License Area shown in Schedule 1 which is attached hereto, for the purposes of the Works.
2. **Additional Rights** - For the purposes outlined in Section 1, the Licensee shall have the right to bring onto the License Area all necessary materials, vehicles, machinery, and equipment.
3. **Term** - The duration of this Agreement and License herein granted shall be for a term of one (1) year commencing on the date of execution of this Agreement, unless earlier terminated in accordance with Section 17.
4. **Extension** - The term of this License of Occupation may be renewed for a further one (1) year (the "Renewal Period") upon written Agreement by the City and the Licensee.
5. **State of License Area at Termination** - In the event that this Agreement terminates or expires for any reason, the Licensee will cease all occupation of the License Area and will remove all equipment, chattels, fixtures, buildings and other improvements from the License Area. The Licensee will leave the License Area in a safe, clean and tidy condition and clear of contamination occurring since the date of commencement of this Agreement. In the event that the Licensee fails to remove any equipment or chattels upon termination of this Agreement then the City may do so and recover the expense thereof from the Licensee. All buildings, improvements and fixtures remaining on the License Area become the sole property of the City upon termination of this Agreement, without any compensation whatsoever to the Licensee.
6. **Non-exclusive Use** - The Licensee agrees that:
 - (a) the rights granted under this Agreement do not constitute any interest in the License Area or entitle the Licensee to exclusive possession of the License Area;
 - (b) the Licensee's rights under this Agreement are at all times subject to the rights and interest of the City as owner and possessor of the License Area.
7. **No Waste or Nuisance** - The Licensee will not do or permit anything that may become a nuisance to occupiers or invitees on adjoining lands.
8. **Terms and Conditions** - The Licensee will comply with all the terms, conditions, rules or regulations that the City may from time to time impose in respect of the use and administration of the License Area. The Licensee acknowledges that the fact that the License is granted by the City does not excuse the Licensee from obtaining building permits, development permits, business licenses and other required permissions.

9. **Maintenance** - The Licensee will at its own expense keep the License Area in a safe, clean and tidy condition immediately before, during, and immediately after any use initiated by the Licensee.
10. **Compliance with Laws** - The Licensee will comply with all laws and regulations pertaining to its use and occupation of the License Area.
11. **Inspection by the City** - The City may review and inspect the License Area and the work which the Licensee is undertaking pursuant to this Agreement to determine if the Licensee is in compliance with the terms of this Agreement.
12. **No Transfer** - The rights granted to the Licensee under this Agreement may not be sub-licensed, assigned or otherwise transferred.
13. **Risk** - The Licensee accepts the License Area on an as-is basis and agrees that it will use the License Area at its own risk, and the City will not be liable in respect of any loss of life, personal injury, damage to property, loss of property or other loss or damage suffered by the Licensee, its contractors, subcontractors, agents, invitees, employees or any other person arising out of this Agreement or the use and occupation of the License Area except in the case of negligence or willful act or omission by the City, its employees, agents or invitees.
14. **Indemnity** - The Licensee will indemnify and save harmless the City and its elected and appointed officials, officers, employees, agents and others from and against any claim, action, damage, liability, cost and expense in connection with loss of life, personal injury, loss of property, damage to property or other loss or damage arising from any default of the Licensee under this Agreement or any wrongful act, omission or negligence of the Licensee or its officers, employees, contractors, agents or others for whom the Licensee is responsible excepting always the negligent acts or omissions of the City. This indemnity will survive the expiry or sooner termination of this Agreement.
15. **Release** - The Licensee hereby releases and forever discharges the City, its elected officials, officers, employees, agents and invitees, of and from any claim, causes of action, suit, demand, expense, cost, legal fees and compensation of whatever kind, whether known or unknown, at law or in equity, including without limitation any claim under the Property Law Act (collectively "Claims"), which the Licensee may have, sustain or suffer, as the case may be, now or in the future arising from the Works, other improvements in the License Area, the expiry or termination of this License, the proper exercise by the City of any of its rights under this License the Licensee's use of the License Area, except claims arising from the negligence of the City.
16. **Insurance** - As a minimum, the Licensee shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

16.1 Workers' Compensation Insurance covering all employees of the Licensee engaged in the Agreement, services and/or occupancy in accordance with the statutory requirements of the province or territory having jurisdiction over such employees.

16.2 Comprehensive General Liability Insurance

- (i) providing for an inclusive limit of not less than \$5,000,000.00 for each occurrence or accident;
- (ii) providing for all sums which the Licensee shall become legally obligated to pay for compensatory damages because of bodily injury (including death at any time resulting there from) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this Agreement, services and/or occupancy or any operations carried on in connection with this Agreement;
- (iii) including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability;
- (iv) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.

16.3 Automobile Liability Insurance

The Licensee shall provide insurance covering all motor vehicles, owned, operated and used or to be used by the Licensee directly or indirectly in the performance of this Agreement, services and/or occupancy. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

16.4 The City Named as Additional Insured

The policies required by section 16.2 above shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

16.5. Licensee's Sub-contractors

The Licensee shall require each of its sub-contractors to provide comparable insurance to that set forth under Section 16.

16.6. Certificates of Insurance

The Licensee has submitted a Certificates of Insurance which fulfills the City's requirements and is attached as Schedule 2.

16.7 Additional Insurance

The Licensee may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City. The applicant shall ensure that all of its sub-contractors are informed of and comply with the City's requirements.

16.8 Non-payment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Licensee or any sub-contractor shall not be held to waive or release the Licensee or sub-contractor from any of the provisions of the Insurance Requirements or this Agreement, with respect to the liability of the Licensee otherwise.

17. **Termination - No Default** - The City reserves the right to terminate this Agreement for whatever reason with thirty (30) days written notice to the Licensee.
18. **Termination - Default** if the Licensee breaches any of its obligations under this Agreement and fails to remedy the breach within thirty (30) business days of receiving written notice from the City. The City will not be liable to compensate the Licensee for damages, costs or losses resulting from the exercise of this right of termination or any termination of this License.
19. **Notices** - Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered by hand or mailed by prepaid registered mail or sent by facsimile transmission to the intended party at its address set out on page 1 of this Agreement or to such other address as either party may provide in writing to the other pursuant to the provisions of this paragraph. All notices to the City must be marked to the attention of the City Clerk.

A notice will be deemed to be received on the day it is delivered, if delivered by hand, on the day of transmission, if sent by facsimile, or three (3) days after the date it was mailed or if that day is not a business day, the next day that is a business day. If mailed, should there be at the time of mailing or between the time of mailing and the deemed receipt of the notice, a mail strike or slowdown, labour or other dispute which might affect the delivery of such notice by the mails, then such notice will only be effective if delivered by hand or sent by facsimile transmission.

20. **No Effect on Laws or Powers** - Nothing contained or implied herein prejudices or affects the City's rights and powers in the exercise of its functions pursuant to the *Local Government Act* or its rights and powers under any enactment to the extent the same are applicable to the License Area, all of which may be fully and effectively exercised in relation to the License Area as if this Agreement had not been fully executed and delivered.
21. **Severance** - If any portion of this Agreement is held invalid by a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid must not affect the validity of the remainder of the Agreement.
22. **Further Actions** - Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
23. **Waiver or Non-action** - Waiver by the City of any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the City to take any action in respect

of any breach of any term, covenant or condition of this Agreement by the Licensee must not be deemed to be a waiver of such term, covenant or condition.

24. **Reference** - Every reference to a party is deemed to include the heirs, executors, administrators, successors, servants, employees, agents, contractors and officers of such party wherever the context so requires or allows.

25. **General** -

- (a) This Agreement will bind and benefit each party to this Agreement, and its respective corporate successors;
- (b) The Schedules attached to this Agreement form part of this Agreement;
- (c) This Agreement constitutes the entire Agreement between the parties and may not be amended except by Agreement in writing signed by all parties to this Agreement;
- (d) Time is of the essence of this Agreement;
- (e) This Agreement must be construed according to the laws of the Province of British Columbia.
- (f) This License of Occupation is subject to approval of City Council.

As evidence of their Agreement to be bound by the above terms and conditions, the parties have executed this Agreement below on the dates written below.

SIGNED, SEALED & DELIVERED by the)
CITY OF KELOWNA, in the presence of:)

CITY OF KELOWNA by its authorized signatories:

Signature of Witness)

Print Name)

Address)

Occupation)

*As to both signatures)

SIGNED, SEALED & DELIVERED by the)
Licensee, in the presence of:)

@ by its authorized signatories:

Signature of Witness)


Mark Crosbie
Associate University Counsel

Print Name)

Print Name:

Address)


Louise Cowin

Occupation)

Print Name:

*As to both signatures)

Louise Cowin
VP, Students
University of British Columbia

witness 

A. Yellen
Executive Assistant to the VP Students

Schedule 1 - License Area



Boundary of License Area

Schedule 2 - Certificate of Insurance



CERTIFICATE OF COVERAGE

Certificate No: UBCL-2014

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage. This certificate does not amend, extend or alter the coverage described herein.

THIS IS TO CERTIFY TO: City of Kelowna

This is to certify that coverage described herein have been issued to the University of British Columbia for the coverage period indicated.

COVERED ENTITY University of British Columbia
Donald Rix Building (TEF II)
Room 336, 2389 Health Sciences Mall
Vancouver, BC V6T 1Z3

ACTIVITY: Memorandum of Understanding – Community Public Art Program – Dates throughout the term of the agreement

COVERAGE: General Liability on an occurrence basis, including blanket contractual liability, professional and malpractice liability, cross liability, tenant's legal liability, employer's liability and non-owned automobile liability coverage's as provided under the University, Colleges & Institute Protection Program.

LIMITS OF LIABILITY: \$5,000,000.00

EXPIRY: June 30, 2019

ADDITIONAL INTERESTS: Persons, firms, partnerships, companies or corporations City of Kelowna but only in so far as: (i) their legal liability arises out of the negligent use or operation by the University of British Columbia of their property, facilities or equipment and; (ii) the University of British Columbia has agreed in writing to provide coverage.

ISSUE DATE: May 11, 2015

Phil Grewar, Executive Director
Risk Management Branch

UNIVERSITY, COLLEGE & INSTITUTE PROTECTION PROGRAM - RISK MANAGEMENT
PO BOX 3586, VICTORIA BC V8W 3W6 Telephone: (250) 356-1794 Fax: (250) 356-6222

Appendix B - Prime Contractor Agreement

The University of British Columbia PRIME CONTRACTOR AGREEMENT

1. The Contractor shall, for the purposes of the Workers Compensation Act, and for the duration of the Work of this Contract:
 - .1 be the "prime contractor" for the "Work site", and
 - .2 do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required to ensure the health and safety of all persons at the "Work site".
2. The Contractor shall direct all Subcontractors, Sub-subcontractors, Other Contractors, employers, Workers and any other persons at the "Work site" on safety related matters, to the extent required to fulfill its "prime contractor" responsibilities pursuant to the Act, regardless of:
 - .1 whether or not any contractual relationship exists between the Contractor and any of these entities, and
 - .2 whether or not such entities have been specifically identified in this Contract.

As per the requirements of the Workers Compensation Act Part 3, Division 3, Section 118(1-3) which states:

Coordination of multiple-employer Workplaces

118(1) In this section:

"multiple-employer Workplace" means a Workplace where Workers of 2 or more employers are Working at the same time;

"prime contractor" means, in relation to a multiple-employer Workplace,

 - (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that Workplace to be the prime contractor for the purposes of this Part, or
 - (b) if there is no agreement referred to in paragraph (a), the owner of the Workplace.

(2) The prime contractor of a multiple-employer Workplace must

(a) ensure that the activities of employers, Workers and other persons at the Workplace relating to occupational health and safety are coordinated, and

(b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the Workplace.

(3) Each employer of Workers at a multiple-employer Workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's Workers at that Workplace.

The Contractor covenants and agrees that when performing any work for the Owner, whether directly as a contractor or indirectly as a sub-contractor, it will adhere to all of the requirements of the B.C. Employment Standards Act (RSBC 1996), as may be amended from time to time, that are applicable to the work being performed, including but not limited to:


1) Section 36 (2); an employer must ensure that each employee has at least eight (8) consecutive hours free from work between each shift worked.

2) Section 39; despite any provision of this Part, an employer must not require or directly or indirectly allow an employee to work excessive hours or hours detrimental to the employee's health or safety.

I fully understand and accept the responsibilities of the prime contractor designation in accordance with the Workers Compensation Act and the B.C. Employment Standards Act while contracted by the City of Kelowna on (**project location:**) and will abide by all Workers Compensation Board Regulation requirements.

Project: Habitat Restoration Project

Company: Mark Crosbie
Associate University Counsel UBC

Signed: 

Louise Cowin

Louise Cowin
VP, Students
University of British Columbia

(The University of British Columbia)

Witness: Yvonne Loi

(Contractor's Signature)

Witness:


A. Yeller

(Nancy Holmes)

(Contractor's Contract Liaison Signature)

Date:

Memorandum of Understanding

Between

University of British Columbia Okanagan

and

the City of Kelowna

April, 2016

1. Introduction

This Memorandum of Understanding (Agreement) sets out an agreement in principle between the University of British Columbia Okanagan (UBCO) and the City of Kelowna (City) with respect to a habitat restoration project (Project).

2. Goal

The goal of the Project is to enhance the community's awareness of sustainability issues by highlighting the plight of pollinator bees and other pollinator species.

3. Background

Agriculture is a principal component of the economic foundation of Kelowna and the surrounding region. However, like other municipalities in British Columbia, Kelowna has experienced significant urban sprawl. Although the City of Kelowna is actively working to limit the loss of natural habitat due to low-density development, much natural habitat has been lost, including that which nurtures and sustains our pollinator bee populations. The Project will help to change prevailing attitudes to help protect the long-term sustainability of local agriculture.

The Project is a progressive initiative that will see construction of a meadow of indigenous plants. It will be a multi-faceted project that will include extensive community engagement as well as showcase water conservation and environmental-based artworks.

4. Subject Area

The Subject Area is located within the boundaries of the Brent's Grist Mill Heritage Park (Appendix A - Schedule 1). The Subject Area will not encroach upon the riparian area.

5. Project Contributions

City of Kelowna

- The City will provide staff time to liaise with UBCO's project representative as well as to coordinate any permissions and approvals required by UBCO with regard to use of the Subject Area.

UBCO

- UBCO will be responsible for obtaining all funding associated with the Project.
- UBCO will be responsible for executing all physical interventions, including the provision of materials and the hiring of any sub-contractors, associated with the Project.
- UBCO will be responsible for any promotion/marketing associated with the Project.

6. Permissions and Permits

- UBCO's use of the site will be governed by a License of Occupation (Appendix A).
- UBCO will obtain any other required permissions from any agency having jurisdiction with regard to the Subject Area.

7. Insurance

UBCO will provide insurance as per the terms set out in the attached License of Occupation.

8. Prime Contractor Agreement

UBCO will complete and abide by the terms of the attached Prime Contractor Agreement (Appendix B).

9. Risk Assessment

UBCO representatives will meet on site with City staff prior to any activity on the site to review and assess any hazardous conditions. Such conditions will be summarized in a report to be submitted to the City of Kelowna prior to commencement of any on-site activity initiated by UBCO.

10. Duration of Project

There is no limit to the duration of the Project. Completion of the project will be upon written notice to the City by UBCO. Until such time, all provisions and terms set out herein will be in effect.

11. Changes to Agreement

UBCO agrees to not make any changes to the Subject Area or its use without the City's written permission. This Agreement will be revised accordingly as per any future changes agreed to by the City and UBCO.

12. Communication and Reporting

All communication between the parties regarding the Project will be with the representatives identified by UBCO and the City. UBCO agrees to provide the City with regular updates on the status of the Pollinator Project.

Therefore, the City and UBCO agree:

City of Kelowna:

Authorized Signatory

Print Name

Title

University of British Columbia Okanagan:

 **Mark Crosbie**
Associate University Counsel

Authorized Signatory

Print Name

Title

Louise Cowin
VP, Students
University of British Columbia

Witness



Witness

Yvonne Loi
Administrative Assistant
Office of the University Counsel



Witness - **A Yellen**

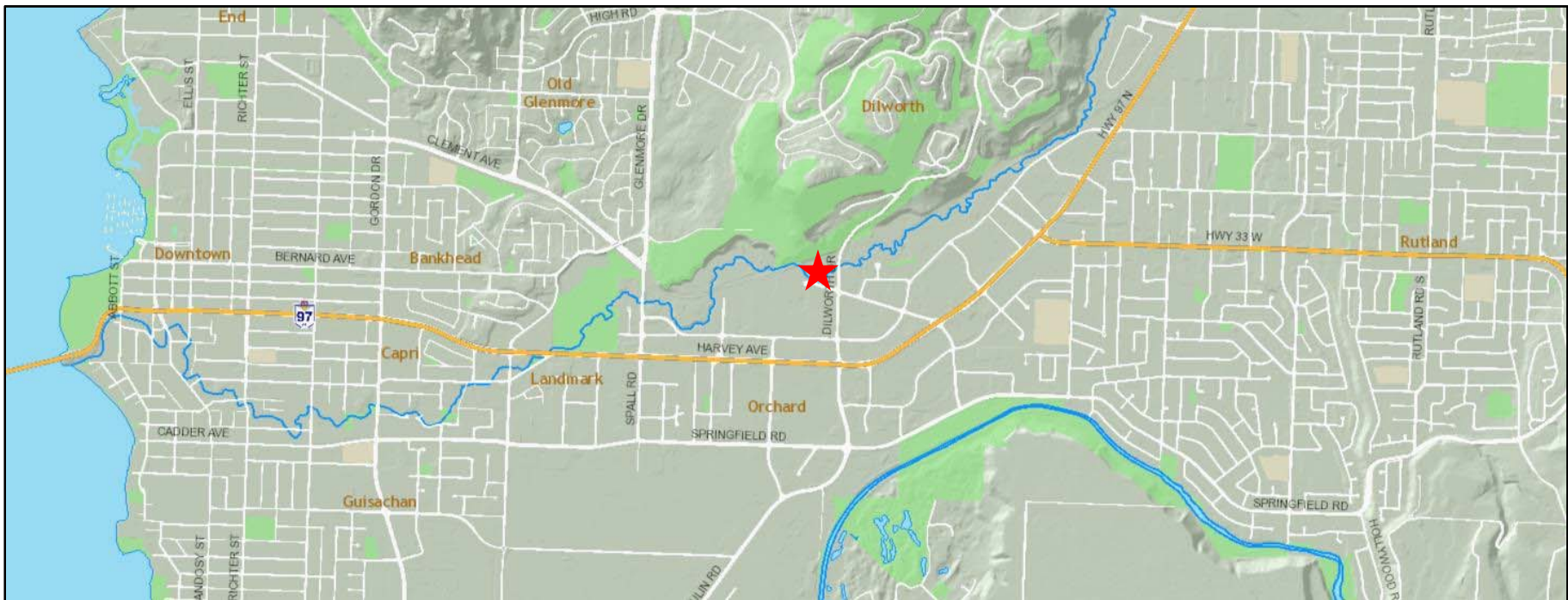
Executive Assistant to the
VP Students.

LICENCE OF OCCUPATION UBCO POLLINATOR PROJECT

Brent's Grist Mill



LOCATION



LICENCE AREA



LICENCE OF OCCUPATION DETAILS

- ▶ Environmental revitalization partnership with UBCO
- ▶ Licence Area - Approx. 0.5 ha
- ▶ Volunteers will re-establish native plant species to the subject area
- ▶ Transforms under-utilized site into a pollinator meadow

Report to Council



Date: April 11, 2016
File: 1200-15
To: City Manager
From: Sandra Kochan, Cultural Services Manager
Subject: 2016 Creative Spaces Consultations

Recommendation:

THAT Council receives for information the report dated April 11, 2016 from the Cultural Services Manager regarding the 2016 Creative Spaces consultations.

Purpose:

To provide Council with information about a survey and series of focus groups which will provide data and information about the space needs of artists and organizations in Kelowna.

Background:

[Kelowna's 2012-2017 Cultural Plan](#) (Goal 3) describes a number of strategies supporting a goal to identify more and different kinds of affordable spaces devoted to creative production for both visual and performing artists. Community consultations during and after development of the Plan reveal a continuing, unmet need for flexible rehearsal and performance spaces, studios for active fabrication and flexible meeting and gathering spaces.

Recent data indicates that existing performance and rehearsal spaces at two major civic facilities, the [Kelowna Community Theatre](#) and the [Rotary Centre for the Arts](#), are at or near capacity. Studio spaces at the Rotary Centre for the Arts are fully leased, with many studios already being shared by two or more artists. These studios are not designed for active or heavy fabrication involving chemical processes, large machinery or high temperature kilns. In the last several months privately-owned collective studio spaces have become available - anecdotal information indicates that the spaces are in high demand.

Although there are other theatre spaces in the community, they are either privately owned or part of School District 23 infrastructure. Large performance groups such as orchestras and choruses are often challenged to find suitable and affordable rehearsal space when they need it.

On March 14, 2016, City Council approved the [Civic Block Land Use Plan](#) which will guide future development of various sites in the Cultural District and the area around City Hall. The Plan reflects the community's interest in enhancing the vibrancy of the Cultural District and has launched a conversation about the future of the Kelowna Community Theatre and other aging buildings in the area.

Finally, the [Okanagan Centre for Innovation](#), located within the Cultural District, is under construction, scheduled for completion in late 2016. A public 100 seat theatre on the first floor of the building, along with the second floor which will contain digital classrooms, office space for non-profits and the technology incubator Accelerate Okanagan along with some potential new uses will be available in November. A total of 24,000 square feet of public space will be made available.

In view of the long-range planning undertaken in the Civic Block Plan, the advent of new facilities such as the Centre for Innovation, and current knowledge about facility usage, there is a high level of interest in looking at the future of Kelowna's cultural infrastructure, and how, in partnership with others, the City can best serve the needs of a changing arts and culture sector and a growing community.

In order to prepare for an update of the Cultural Plan in 2017/2018, and to better understand the space needs of the creative community, Cultural Services will be conducting an information-gathering process in 2016 consisting of:

1. Creative Space Needs and Issues Survey (2016 Q2)
Loosely modeled on the survey tool created by the Arts Habitat Association of Edmonton in 2010, the City of Kelowna will distribute a comprehensive survey which will elicit detailed information from artists and organizations about their space usage and requirements. The survey will reach individuals and organizations and will add depth and authenticity to the City's understanding of space requirements for different art disciplines ranging from stage-based art forms such as dance and music to studio practices involving specialized equipment.

The objective is to reach as deeply as possible into the community to seek out information from individual artists and practitioners who may not be part of the City's current network of contacts.

The survey will be available from the date of project launch for a period of approximately three months.

2. Focus Groups (2016 Q2)
A consultant will assist the City with a series of facilitated conversations in focus groups with various disciplines and sectors. Broad participation from invited individuals, non-profit organizations, educational agencies and private businesses operating within a particular discipline will be a key objective (for example, private dance schools, non-profit dance organizations, individual dancers and choreographers). Privately owned venues are also considered as stakeholders for these conversations.

The following outcomes are anticipated:

- Information about the type of spaces used/available
- Understanding of space related issues/challenges
- Identification of opportunities for collaborative space sharing
- Discipline-specific space requirements
- In conjunction with the survey, development of an inventory of existing or potential creative production spaces

Because space requirements for different art disciplines are highly variable, a series of focus groups is proposed including:

- Dance
- Visual Art
- Theatre
- Acoustic Performance (choral, instrumental, spoken word)
- Amplified Music Performance (any genre)
- Screen Based (video, photography, animation, film)
- Fabrication Arts/Makers (art or artisan production requiring specialized equipment)
- Schools/Education (primarily those schools specializing in arts education or schools which have specialized production or presentation spaces)

3. Learning and Inspiration (2016 Q3/4)

Toward the end of the year, the City of Kelowna will convene the creative community to:

- Share key findings from the consultations and survey;
- Hear from and be inspired by others who have developed successful models for creative production space elsewhere in Canada; and
- Brainstorm 'made-in-Kelowna' solutions.

All of the information gathered throughout 2016 will provide important background and context for future work in updating the Cultural Plan, and in commencing the long journey toward analyzing the feasibility of new or improved cultural infrastructure.

Internal Circulation:

Director, Active Living & Culture Division
Communications Supervisor
Community Engagement Consultant

Existing Policy:

This report is submitted pursuant to Council Cultural Policy 274 and Engage Policy 372.

Financial/Budgetary Considerations:

Costs for the survey, focus groups and convening are to be paid from existing Cultural Services budget and will be approximately \$15,000.

Considerations not applicable to this report:

Legal/Statutory Authority
Legal/Statutory Procedural Requirements
Personnel Implications
External Agency/Public Comments

Alternate Recommendation
Communications Comments

Submitted by:
S. Kochan, Cultural Services Manager

Approved for inclusion: J. Gabriel, Division Director, Active Living & Culture

cc:
Director, Active Living & Culture Division
Communications Supervisor
Community Engagement Consultant

CREATIVE SPACES CONSULTATIONS

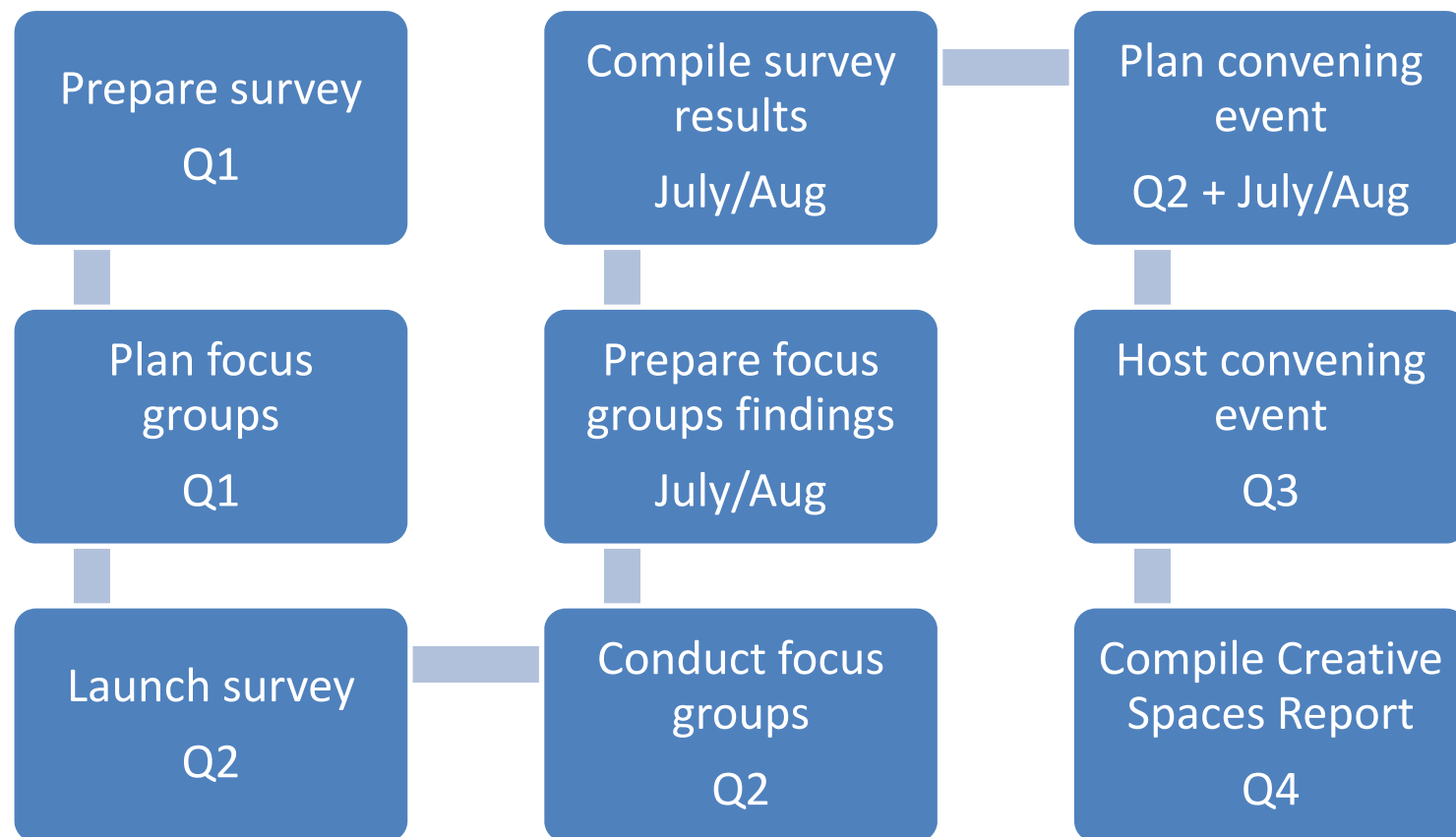
April 11, 2016



2016 CREATIVE SPACES CONSULTATIONS

- ▶ Information gathering about creative production space needs
- ▶ Outreach to new networks
- ▶ Different disciplines have different needs
- ▶ Opportunities for space-sharing
- ▶ Needs assessment as first step in visioning for future infrastructure

CONSULTATION TIMELINE



SURVEY

- Current workspaces/studios
- Rehearsal and performance spaces
- Other types of flex spaces
- Affordability
- Location
- Type of usage
- Ideal features
- Good examples from elsewhere



FOCUS GROUPS



- ▶ Discipline-based
- ▶ Individuals
- ▶ Organizations
- ▶ Businesses
- ▶ Facilitated
- ▶ Space-sharing opportunities

QUESTIONS?



Report to Council



Date: April 11, 2016
File: 0880-20
To: City Manager
From: M. Olson, Manager, Property Management
Subject: KLO Sports Fields Lease Renewal

Recommendation:

THAT City Council approves the City entering into a three (3) year Lease Renewal Agreement, with the Central Okanagan Regional District, for lease of the sports fields at 1456 KLO Road, in the form attached to the Report of the Manager, Property Management, dated April 11, 2016;

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

Purpose:

To obtain Council approval to renew the Lease of the KLO sports fields from the Central Okanagan Regional District.

Background:

In 2006, the City signed an agreement with the Regional District of Central Okanagan (RDCO) for the sports fields and renewed the Lease in 2009 and again in 2013.

The KLO sports fields are an important facility in the delivery of sport and recreation programs and services.

Staff has been working with the RDCO staff to draft a lease renewal for a three (3) year term, with the same conditions.

Base Terms of the Lease Agreement for KLO ball fields are:

Term:	Three (3) years commencing April 1, 2013
Renewal:	No renewal
Rate:	\$1.00 / year
Tenant Improvements:	Responsibility of the City
Maintenance (fertilizing, Grass cutting, etc.):	Responsibility of the City

Internal Circulation:

Sport & Event Services Manager
Parks Services Manager

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 - Lease Renewal
2. Schedule B - PowerPoint

cc: D. Nicholas Manager, Sport & Event Services
I. Wilson, Manager, Parks Services

LEASE RENEWAL AGREEMENT

This agreement made as of the 1st day of April 2016.

BETWEEN

Regional District of Central Okanagan
1450 KLO Road
Kelowna, BC V1W 3Z4

(hereinafter called the 'Regional District')

AND

City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4

(hereinafter called the 'City')

WHEREAS

- A. The Regional District and the City entered into a lease agreement for the KLO Sports fields commencing April 1, 2006 (the "Lease"), which is attached to this agreement as Schedule 'A',
- B. The Regional District and the City entered into a Lease Renewal Agreement commencing April 1, 2009 (the "Renewal")
- C. The Regional District and the City entered into a second Lease Renewal Agreement commencing April 1, 2013 (the "Second Renewal")
- D. The Regional District and the City have agreed to extend the Lease on the terms and conditions hereinafter set out.

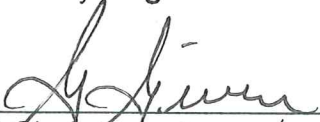
NOW THEREFORE THIS AGREEMENT WITNESSES that in return for the consideration set forth herein (the receipt and sufficiency of which is acknowledged), the parties mutually covenant and agree as follows:

- 1. The Regional District and the City hereby covenant and agree that the Lease shall be extended and all covenants, terms and conditions of the Lease shall continue with full force and effect and shall be binding upon the parties hereto:
- 2. The length of the term of this extension shall be from the first day of April, 2016, for three (3) years, up to and including March 31, 2019.


3. The City shall pay to the Regional District during the term of this Lease extension rent of one dollar (\$1.00) per year, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOFF this agreement has been executed by the parties hereto on the day and year above first written.

Executed by **Regional District of Central Okanagan** by its authorized signatories:



Board Chair



Director of Corporate Services

Executed by the **City of Kelowna** by its authorized signatories:

Mayor

City Clerk

THIS AGREEMENT made the

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN

1450 KLO Road
Kelowna, B.C. V1W 3Z4

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

CITY OF KELOWNA

1435 Water Street
Kelowna, BC V1Y 1J4

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS the Regional District is the registered owner of certain lands situated in the City of Kelowna, Province of British Columbia and legally described as:

Parcel Identifier: 018-991-793
Lot 2, District Lot 131
Osoyoos Division Yale District
Plan KAP53338

(hereinafter called "the Lands")

AND WHEREAS the City has agreed to lease a portion of the Lands for recreational playing fields.

NOW THEREFORE the parties hereto agree as follows:

- 1.01 **The Premises.** The premises hereby leased comprise that portion of the Lands shown outlined in black on the plan attached as Schedule A and forming part of this agreement (the "Premises").
- 2.01 **Term of the Lease.** The Regional District shall lease the Premises to the City for a term of three years commencing the 1st day of April, 2006 and terminating the 31st day of March, 2009. Should the Regional District wish to lease the premises for a term to follow the expiry of the term of this lease, then the City shall have the first right of refusal on a new lease, with the same terms and conditions as outlined herein save and except for the date of commencement and termination, which shall be exercised in writing prior to the expiry of the term; provided however, that the right of first refusal granted herein shall be exercisable by the City only in the event that the City is not in breach of the terms of this agreement.

- 3.01 **Rent** Yielding and paying to the Regional District rental for the Premises, the sum of one dollar (\$1.00) annually.
- 4.00 **City Covenants.** The City covenants with the Regional District:
- 4.01 **Maintenance.** To maintain the Premises throughout the term of this lease and any renewals thereof in a neat and tidy condition including mowing and fertilizing all grassed areas and maintaining all improvements. The Premises shall be maintained to a standard agreed upon annually between the City and the Regional District. The Regional District agrees to maintain the parking lot that will service the premises.
- 4.02 **Taxes.** That it will pay promptly as the same become due all rates, taxes, property taxes and assessments of whatever description that may at any time during the existence of this agreement be lawfully imposed or become due and payable in connection with the Premises, which share the City shall determine pro rata in the proportion that the area of the Premises bears to the total area of the Lands.
- 4.03 **Utilities.** That it will pay promptly as the same become due all utilities of whatever description that may at any time during the existence of this agreement be lawfully imposed or become due and payable in connection with the Premises, which share the City shall be determine pro rata in the proportion that the area of the Premises bears to the total area of the Lands.
- 4.04 **Nuisance and Negligence.** Not to do, suffer or permit any act which may in any manner, directly or indirectly, cause injury or damage to the Premises or to any fixtures or appurtenances thereof, including but not limited to any sidewalk, curb, gutter, road surface and/or landscaped boulevard bordering the Premises, or which may be or become a nuisance or interfere with any one who occupies or has access to any part of the Premises, or which may render the Premises or any part thereof less desirable or injure the reputation thereof.
- 4.05 **Assignment.** Not to assign or sub-let, in whole or in part, the Premises without the prior written consent of the Regional District, which consent may be arbitrarily withheld.
- 4.06 **Abide by Laws.** To abide by and comply with at its own expense all laws, rules and regulations of every authority which in any manner relates to, or affects, the business or profession of the City or the use of the Premises by the City and to save harmless the Regional District from all costs, charges or damages to which the Regional District may be put or suffer by reason of any breach by the City of any such law, rule or regulation.
- 4.07 **Insurance.** The City shall, without limiting its obligations under this Agreement, procure and maintain, at its own expense and cost, the insurance policies listed in Schedule "B" attached to this agreement. The insurance policies shall be maintained continuously for the term of the lease or such further period as may be specified in Schedule "B".
- 4.08 **Not to Void Insurance.** Not to do or permit anything to be done which would render any other policy of insurance on the Premises or any part thereof void or voidable or which would cause an increase in the insurance premiums. In the event that the City does anything that would cause an increase in the insurance premiums on the Premises, the City shall pay to the Regional District that amount which represents the increase in the insurance premium by virtue of the City's use or occupation of the Premises.

4.09 **Cleanliness.** Not to permit the Premises to become untidy, unsightly or hazardous or to permit unreasonable quantities of waste or refuse to accumulate on the Premises.

4.10 **Use of Premises**

- a. Not to use the Premises for any purpose other than recreational playing fields and to operate the fields to the satisfaction of the Regional District and in accordance with any conditions or requirements as may from time to time be detailed by the Regional District.
- b. To pay for all works and improvements including any sewer or other works necessary for the use of the Premises including any works or improvements effected to areas immediately adjacent to the Premises.
- c. Not to use the Premises between the hours of 8:00 a.m. through 5:00 p.m. daily Monday through Friday except, for statutory holidays (including Victoria Day, Canada Day, B.C. Day and Labour Day), and except for any days that may, upon request of the City, be agreed upon in writing by the Regional District.
- d. To allow the Regional District use of one ball diamond located on the Premises twice in each year of the term of this agreement, which use by the Regional District shall be arranged in advance, prior to February 28 of each year.

4.11 **Conduct of Business.** Recognizing that it is in the best interest of the Regional District and the City that the City should have exclusive use of the Premises only for the purpose described in section 4.10 above, the City agrees with the Regional District not to establish or erect any structure on the Premises without prior written approval from the Regional District.

4.12 **No Other Agreement.** No verbal agreement or conversations with any officer, agent or employee of the Regional District, either before or after the execution of this agreement, shall affect or modify any of the terms or obligations herein contained.

5.00 **Regional District Covenants.** The Regional District covenants with the City:

5.01 **Quiet Enjoyment.** For quiet enjoyment.

6.00 **Provios.** Provided always and it is hereby agreed as follows:

6.01 **Re-entry on Default.** If and whenever the rent is not paid in full when due or in case of breach of or non-observance or non-performance by the City of any of the provisions of this agreement, and if the default continues for ten days after written notice thereof to the City, or if the Premises are vacated or remain unoccupied for ten days or if the term shall be taken in execution or attachment for any cause whatever, then, in every such case, the Regional District, in addition or any other remedy now or hereafter provided by law, may at its option, cancel this agreement and re-enter and take possession of the Premise or any part thereof by force if necessary, without any previous notice of intention to re-enter and may remove all persons and property therefrom and may use such force and assistance in making such removal as the Regional District may deem advisable and such re-entry shall not operate as a waiver or satisfaction in whole or in

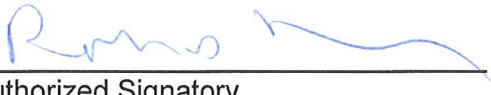
part of any right, claim, or demand arising out of or connected with any breach or violation by the City of any covenant or agreement on its part to be performed.

- 6.02 **Regional District not Liable for Injury to City.** The Regional District shall not be liable for any injury or damage to the City, its agents, employees, customer or invitees as to any of their property while on the Premises, regardless of the cause of such injury or damage, except such injury or damage which may be caused by the negligence of the Regional District, its officers or employees.
- 6.03 **Hold Harmless and Indemnification.** The City shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Regional District, its elected officials, officers, employees and agents (the Indemnitees) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Agreement, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees. The City shall defend, indemnify and hold harmless the Indemnitees from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this Agreement, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnitees.
- 6.04 **No Representation.** The City agrees that it has leased the Premises after examining the same and that no representations, warranties or conditions have been made other than those expressed herein, and that no agreement collateral hereto shall be binding upon the Regional District unless it be made in writing and signed on behalf of the Regional District.
- 6.05 **No Waiver.** The failure of the Regional District to insist upon strict performance of any covenant or condition in this agreement or to exercise any right or option hereunder shall not be construed or operate as a waiver or relinquishment for the future of any such covenant, condition or option and no waiver shall be inferred from or implied by anything done or omitted by the Regional District save only express waiver in writing. The acceptance of any rent or the performance of any obligation hereunder by a person other than the City shall not be construed as an admission by the Regional District of any right, title or interest of such person as a sub-tenant, assignee, transferee or otherwise in the place and stead of the City.
- 6.06 **Overholding.** If the City shall continue to occupy the Premises after the expiration of the term hereby granted and the Regional District shall accept rent, the new tenancy thereby created shall be deemed to be a monthly tenancy and shall be subject to the covenants and conditions contained in this agreement insofar as the same are applicable to a tenancy from month to month save and except that the rental payable shall be as determined by the Regional District.
- 6.07 **Improvements.** At the expiry or termination of this agreement, it is understood and agreed by the Regional District and the City that all improvements fixed to the Premises shall be vested in the Regional District.


- 6.08 **Enurement.** This agreement and everything herein contained shall enure to the benefit of and be binding upon the parties and their heirs, executors, administrator, successor and permitted assigns. Wherever the singular or masculine is used the same shall be construed as meaning the plural or feminine or body corporate or politic as the context may require.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto on the day and year first above written.

**REGIONAL DISTRICT OF CENTRAL
OKANAGAN** by its authorized signatories:



Authorized Signatory
Print Name _____

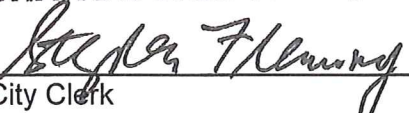


Authorized Signatory
Print Name Wood Farm

CITY OF KELOWNA by its authorized
signatories:



Mayor
SHARON SHEPHERD, MAYOR

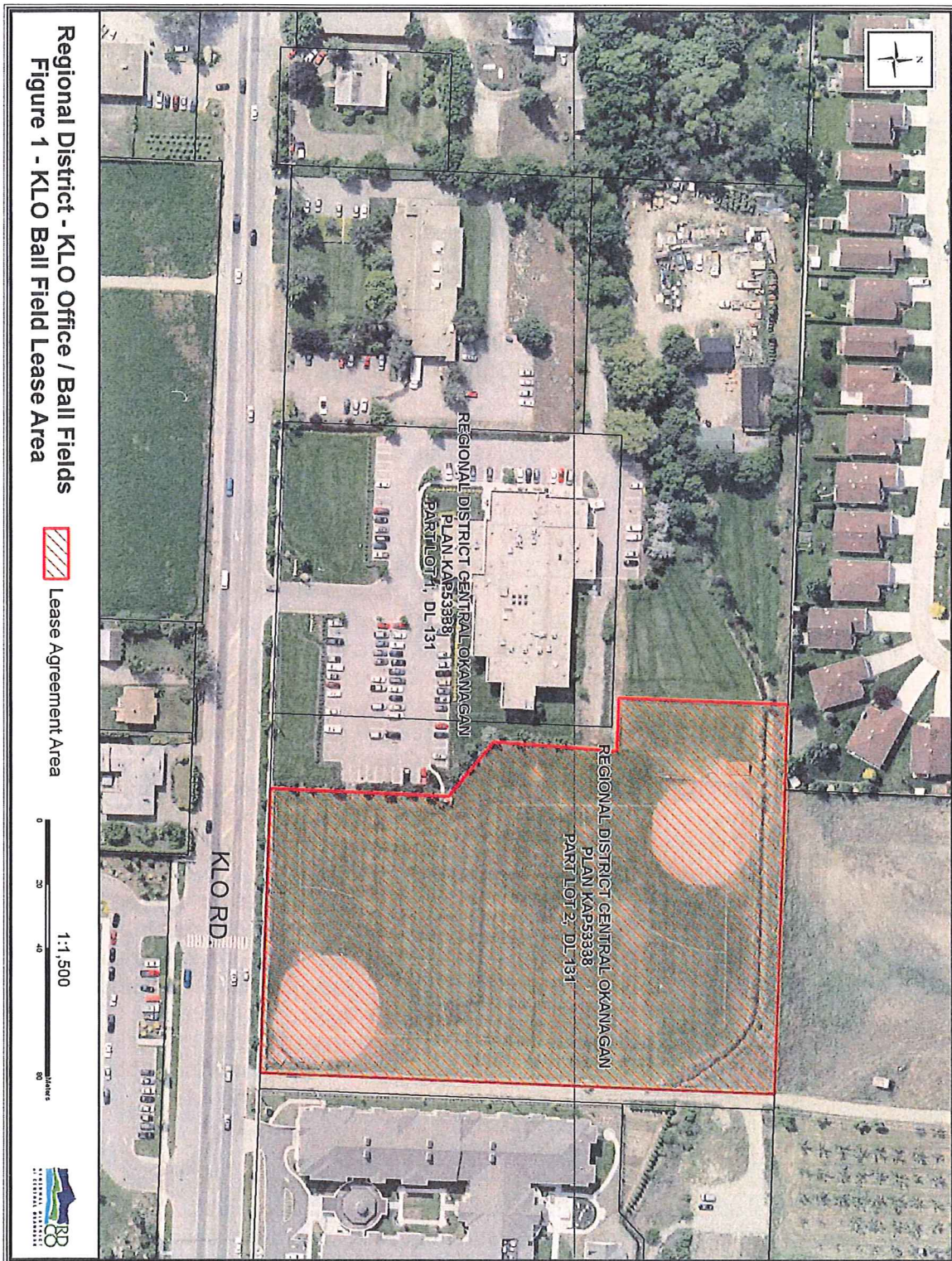


City Clerk
STEPHEN FLEMING, DEPUTY CITY CLERK

SCHEDULE "A"**PREMISES**

The Premises is the land located on part of Lot 2 District Lot 131 ODYD Plan KAP53338, located at 1456 KLO Road, Kelowna, BC as shown in orange hatch on the drawing below attached as Figure 1.

(hereinafter called the "Premises").



Schedule "B" – Insurance Requirements**1. City To Provide**

The City shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2 of this Schedule, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of this Agreement, the Regional District advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of the Term of the Agreement until the termination of this agreement or such longer period as may be specified by the Regional District.

2. Insurance

As a minimum, the City shall, without limiting its obligations or liabilities under any other contract with the Regional District, procure and maintain, at its own expense and cost, the following insurance policies:

2.1 Comprehensive General Liability Insurance

- (i) providing for an inclusive limit of not less than \$2,000,000 for each occurrence or accident;
- (ii) providing for all sums which the City shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this Agreement or any operations carried on in connection with this Agreement;
- (iii) including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Tenant's Legal Liability and Non-Owned Automobile Liability.
- (iv) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.

2.2 All Risks Property Insurance for loss of or damage to the ball fields and equipment, owned, leased or for which the City may otherwise be responsible and is used or to be used for the ball field facility. This insurance shall be for an amount not less than the replacement cost value of the ball fields and equipment, as determined from time to time. In the event of loss or damage, City shall if so requested by the Regional District, forthwith replace such lost or damaged ball fields and equipment. Such All Risks Property Insurance shall be endorsed to waive all rights of subrogation against the Regional District.

3. The Regional District Named As Additional Insured

The policies required by section 2.1 above shall provide that the Regional District is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the Regional District. The Regional District shall also be named as a Loss Payee under the policy required by Section 2.2.

4. Certificates of Insurance

The City agrees to submit a Certificate of Insurance, in the form of Schedule B-1, attached hereto and made a part hereof, to the Regional District prior to the commencement of the Term of the Lease. Such Certificate shall provide that 30 days' written notice shall be given to the Regional District, prior to any material changes or cancellations of any such policy or policies.

5. Additional Insurance

The City may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the Regional District.

6. Insurance Companies

All insurance, which the City is required to obtain with respect to this Agreement, shall be with insurance companies registered in and licensed to underwrite such insurance in the province of British Columbia.

7. Failure to Provide

If the City fails to do all or anything which is required of it with regard to insurance, the Regional District may do all that is necessary to effect and maintain such insurance, and any monies expended by the Regional District shall be repayable by and recovered from the City. The City expressly authorizes the Regional District to deduct from any monies owing the City, any monies owing by the City to the Regional District.

8. Nonpayment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the City shall not be held to waive or release the City from any of the provisions of the Insurance Requirements or this Agreement, with respect to the liability of the City otherwise. Any insurance deductible maintained by the City under any of the insurance policies is solely for their account and any such amount incurred by the Regional District will be recovered from the City as stated in section 7 of this Schedule "B".

SCHEDULE B-1

CERTIFICATE OF INSURANCE

PROOF OF LIABILITY INSURANCE WILL BE ACCEPTED ON THIS
FORM ONLY

REGIONAL DISTRICT OF CENTRAL OKANAGAN

This is to certify that policies of Insurance, subject to their terms, conditions and exclusions, are at present, in force for the Insured named below with the Insurer specified.

NAME OF INSURED: CITY OF KELOWNA

ADDRESS OF INSURED: 1435 Water Street, Kelowna, BC, V1Y 1J4

PROJECT: KLO Sports Field Lease Agreement (Evidence of Insurance)

TYPE	INSURER & POLICY NO.	TERM	LIMITS OF LIABILITY (Not less than \$2,000,000)
COMMERCIAL GENERAL LIABILITY	St. Paul Travelers (CPC0073371)	Nov 1, 2005 – Nov 1, 2006	\$2,000,000 Inclusive Limit each Occurrence
Including			
NON-OWNED AUTOMOBILE LIABILITY	St. Paul Travelers (CPC0073371)	Nov 1, 2005 – Nov 1, 2006	\$2,000,000 Aggregate Limit, Products and Completed Operations

REGIONAL DISTRICT OF CENTRAL OKANAGAN has been added as Additional Insured to the Commercial General Liability Policy, but ONLY with respect to liability arising out of operations performed by or on behalf of the Named Insured. The Policy provides Products and Completed Operations, Blanket Written Contractual, Owners and Contractors Protective, Severability of Interest or Cross Liability; and where performed by the Named Insured, coverages include Piledriving, Demolition, Excavation Hazard, Shoring/Underpinning Hazard and Blasting Hazard.

This is to certify that Policies (including Endorsements) or insurance as described above have been issued by the undersigned to the Named Insured above and are in full force at this time. If cancelled or changed in any manner for any reason, during the period of coverage stated herein so as to affect this certificate, FIFTEEN (15) days prior written notice will be given by this Insurance Company to Regional District of Central Okanagan, 1450 KLO Road, Kelowna, BC V1W 3Z4.

Date: 06/28/06

Signed by:

C.M.W. INSURANCE SERVICES LTD.

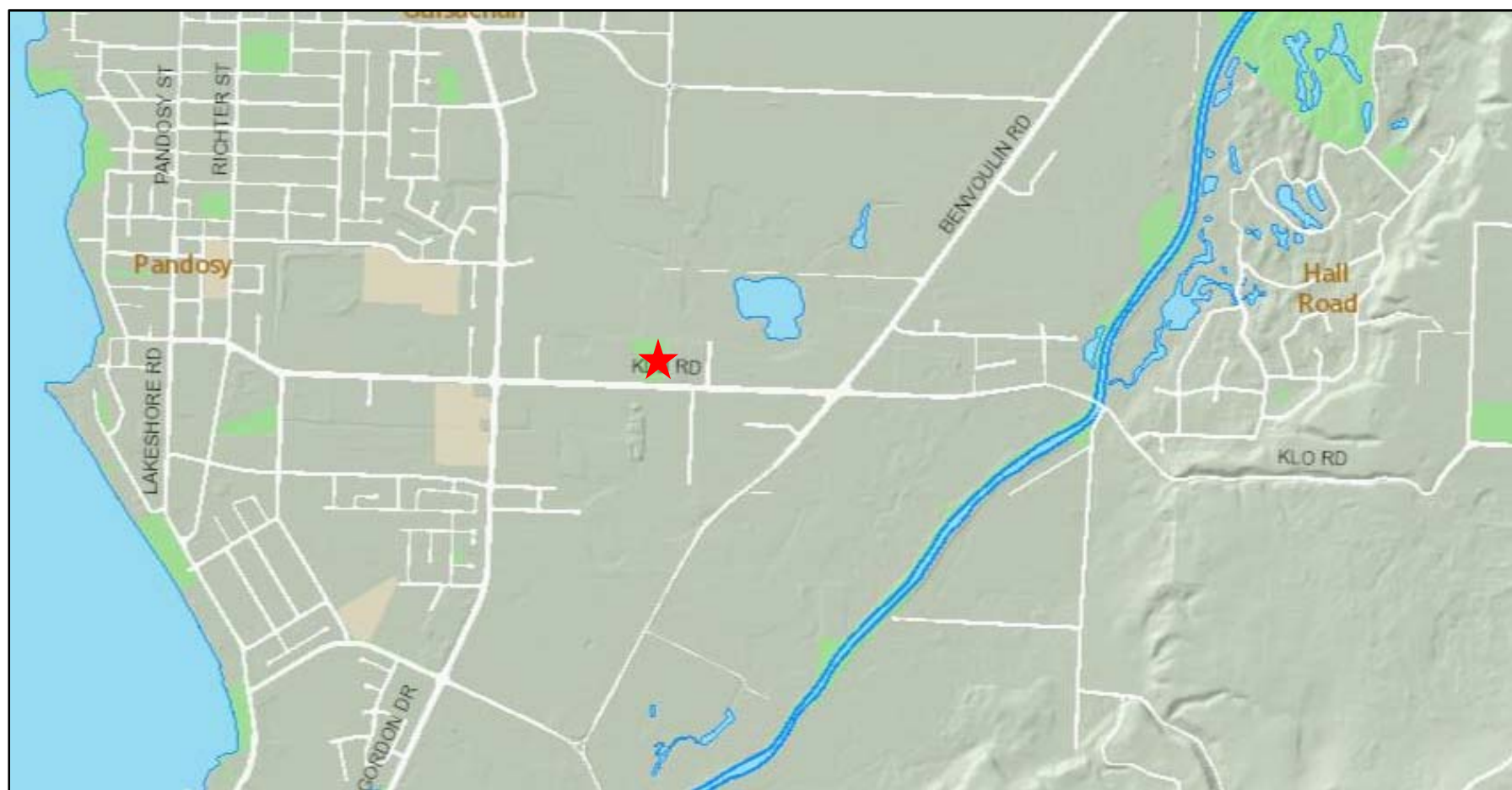
[Signature]
Authorized Representative/Official

LEASE RENEWAL KLO SPORTS FIELDS

1456 KLO Road



LOCATION



LEASE AREA



LEASE DETAILS

- ▶ Original Lease executed in 2006
- ▶ Term - 3 years
- ▶ Renewal - None
- ▶ Rent - \$1.00
- ▶ Maintenance - City performs (fertilizing, grass cutting etc.)