

City of Kelowna

Regular Council Meeting

AGENDA



Monday, April 27, 2020
1:30 pm
Council Chamber
City Hall, 1435 Water Street

Pages

1. Call to Order

I would like to acknowledge that we are gathered today on the traditional, ancestral, unceded territory of the syilx/Okanagan people.

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

2. Confirmation of Minutes

3 - 10

PM Meeting - April 20, 2020

3. Development Application Reports & Related Bylaws

3.1 Supplemental Report - Fordham Rd 4628 - Z20-0005 - Jason Witt - Correspondence Received RTC

11 - 19

To receive a summary of correspondence for Rezoning Bylaw No. 12006 and to give the bylaw further reading consideration.

3.2 Fordham Rd 4628 BL12006 (Z20-0005) - Jason Witt

20 - 20

To give Bylaw No. 12006 second and third reading.

3.3 Supplemental Report - Gordon Dr 1729-1835 - TA20-0011 Z20-0012 - RG Properties Ltd., Inc.No.BCo812619

21 - 21

To give Bylaw No. 12028 and Bylaw No. 12029 first reading.

3.4 BL12028 - TA20--0011 - Gordon Drive 1729-1835

22 - 22

To give Bylaw No. 12028 first reading in order to amend the City of Kelowna Zoning Bylaw No. 8000 as outlined in Schedule 'A'.

3.5	BL12029 - Z20-0012 - Gordon Drive 1729-1835	23 - 23
	To give Bylaw No. 12029 first reading in order to rezone the subject property from CD26- Capri Centre Comprehensive Development zone to CD26rcs- Capri Centre Comprehensive Development zone (Retail Cannabis Sales).	
4.	Non-Development Reports & Related Bylaws	
4.1	Pathways Abilities Society	24 - 31
	To seek approval for the renewal of an additional five-year term, to the agreement between the City of Kelowna (City) and Pathways Abilities Society (PAS) for the collection, safekeeping and ultimate disposal of stolen bicycles.	
4.2	Aid Agreement for Essential Services in the Central Okanagan During COVID-19 Emergency Response	32 - 45
	To recommend for adoption the Central Okanagan Essential Service Agreement; to improve regional emergency preparedness & in response to Ministerial Order No. Mo84 by the Minister of Public Safety and Solicitor General, pursuant to the B.C. Emergency Program Act.	
4.3	Temporary Changes to Finance Payments	46 - 47
	To approve temporary changes to utility billing interest charges, returned payment fees, and property tax penalty dates in response to the COVID-19 pandemic.	
4.4	BL12024 - Temporary Financial Operations Changes	48 - 48
	To give Bylaw No. 12024 first, second and third reading and be adopted.	
5.	Mayor and Councillor Items	
6.	Termination	



City of Kelowna Regular Council Meeting Minutes

Date: Monday, April 20, 2020
 Location: Council Chamber
 City Hall, 1435 Water Street

Members Present Mayor Colin Basran, Councillors Maxine DeHart, Gail Given, and Mohini Singh

Members Participating Remotely Councillors Ryan Donn, Charlie Hodge, Brad Sieben*, Luke Stack and Loyal Wooldridge

Staff Present City Manager, Doug Gilchrist; City Clerk, Stephen Fleming, Deputy City Clerk, Laura Bentley*; Director, Planning & Development Services, Ryan Smith*; Community Planning & Development Manager, Dean Strachan*; Financial Services, Genelle Davidson*; Corporate Finance Manager, Shelly Little*; Revenue Supervisor, Angie Schumacher*; Financial Planning Manager, Melanie Antunes*; Legislative Coordinator (Confidential), Arlene McClelland

(* Denotes partial attendance)

1. Call to Order

Mayor Basran called the meeting to order at 1:32 p.m.

Mayor Basran advised that the meeting is open to the public and all representations to Council form part of the public record. A live audio 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 DeHart

R0286/20/04/20 THAT the Minutes of the Regular Meetings of April 6, 2020 be confirmed as circulated.

Carried

3. Development Application Reports & Related Bylaws

Councillor Sieben declared a conflict of interest as he has recently been engaged to provide insurance services at 1100 Lawrence Avenue in the future and left the meeting remotely at 1:34 p.m.

3.1 1729-1835 Gordon Dr, TA20-0011 Z20-0012, RG Properties Ltd., Inc. No. BC0812619

Staff:

- Displayed a PowerPoint Presentation summarizing the application and providing rationale for non-support responded to questions from Council.

Mayor Basran invited the Applicant to come forward.

Jordan Hettinga, Kent-MacPherson

- Displayed a PowerPoint Presentation.
- Presenting today on behalf of the Heartland Group that has over 30 years of experience in the liquor industry with 10 stores throughout BC and employs 80 staff; they own and operate the Mission Liquor Store and also recently the Glenmore Liquor Store in Kelowna.
- Believes this is the right location for a cannabis retail store.
- Looked for appropriate locations and sites that are setback from Schools and Parks and that are appropriately rezoned by staff; displayed a map identifying Major Parks, Primary Elementary Schools, Middle and High School locations.
- Spoke to the location being outside of the major mall with significant parking stalls on the property.
- Made comment on the support and positive feedback received in having a cannabis store at this location.
- Spoke to the 500 meter setback that had been determined; believes urban centres should be looked at differently than the rural sprawl areas and should be site specific rather than grid zoning.
- Reasons we feel this location could be supported; it is separated by Highway 97 from the Lawrence Avenue site which causes a large pedestrian separation and not in competition with the proposed Burtch store to the East as there is 625 meters between stores.
- The variance is being requested as the subject property being the Capri Mall is 14 acres which causes property line to property line of 400 m opposed to 625 m.
- Displayed a site map identifying the number of liquor stores in Kelowna with a majority in the urban area and are much closer than 500 m.
- Would like public feedback on this location for a cannabis store and requested that Council approve the alternate recommendation and to advance this application to a Public Hearing.

Moved By Councillor Donn/Seconded By Councillor DeHart

R0287/20/04/20 THAT Zoning Bylaw Text Amendment Application No. TA20-0011 to amend City of Kelowna Zoning Bylaw No.8000 as outlined in Schedule "A" attached to the Report from the Development Planning Department dated Lot A, District Lot 137, Osoyoos Division Yale District Plan KAP64836, Except Plan EPP33990, located at 1729-1835 Gordon Dr, Kelowna, BC, NOT be considered by Council;

AND THAT Rezoning Application No. Z20-0012 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A, District Lot 137, Osoyoos Division Yale District Plan KAP64836, Except Plan EPP33990, located at 1729-1835 Gordon Dr, Kelowna, BC from the CD26- Capri Centre Comprehensive Development zone to the CD26rcs- Capri Centre Comprehensive Development zone (Retail Cannabis Sales) NOT be considered by Council.

Defeated

Mayor Basran, Councillors Given, Hodge and Wooldridge - Opposed

Moved By Councillor Given/Seconded By Councillor Wooldridge

R0288/20/04/20 THAT Zoning Bylaw Text Amendment Application No. TA20-0011 to amend City of Kelowna Zoning Bylaw No.8000 as outlined in Schedule "A" attached to the Report from the Development Planning Department dated Lot A, District Lot 137, Osoyoos Division Yale District Plan KAP64836, Except Plan EPP33990, located at 1729-1835 Gordon Dr, Kelowna, BC, be considered by Council;

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

AND THAT Rezoning Application No. Z20-0012 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A, District Lot 137, Osoyoos Division Yale District Plan KAP64836, Except Plan EPP33990, located at 1729-1835 Gordon Dr, Kelowna, BC from the CD26- Capri Centre Comprehensive Development zone to the CD26rcs- Capri Centre Comprehensive Development zone (Retail Cannabis Sales) be considered by Council;

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

AND FURTHER THAT if the Rezoning Bylaw is adopted, Council direct Staff to send a recommendation to the British Columbia Liquor and Cannabis Regulation Branch that they support issuance of a non-medical cannabis retail store license for this legal lot with the following comments:

- The proposed location meets amended site-specific local government bylaw requirements and as such, no negative impact is anticipated;
- The views of the residents were captured during a public hearing process for the rezoning of the property and Council meeting minutes summarizing those views are attached; and
- Local government recommends that the application be approved because of compliance with local regulations and policies.

Carried
Councillor Donn – Opposed

Councillor Sieben rejoined the meeting at 2:01 p.m.

3.2 Ponto 290, Z19-0063 (BL12021), 1135072 B.C. Ltd, Inc. No. BC1135072

Staff:

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

Moved By Councillor Given/Seconded By Councillor Singh

R0289/20/04/20 THAT Rezoning Application No. Z19-0063 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 14, Section 26, Township 26 Osoyoos Division Yale District Plan 4414, located at 290 Ponto Rd, Kelowna, BC from the RU1-Large Lot Housing zone to the RM3- Low Density Multiple Housing zone, be considered by Council;

AND THAT Council, in accordance with Local Government Act s. 464(2), waive the Public Hearing for the Rezoning Bylaw;

AND THAT final adoption of the Rezoning Bylaw be considered subsequent to the approval of the Ministry of Transportation and Infrastructure;

AND FURTHER 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 Development Planning Department dated April 20, 2020.

Carried

3.3 Ponto 290, BL12021 (Z19-0063), 1135072 B.C. Ltd, Inc. No. BC1135072

Moved By Councillor Singh/Seconded By Councillor Given

R0290/20/04/20 THAT Bylaw No. 12021 be read a first time.

Carried

3.4 TA19-0020 CD2 Kettle Valley Comprehensive Residential Development Zone

Staff:

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

Moved By Councillor Hodge/Seconded By Councillor Stack

R0291/20/04/20 THAT Zoning Bylaw Text Amendment Application No. TA19-0020 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing Section 18 Schedule 'B' – CD2 Kettle Valley Comprehensive Residential Development Zone as identified in Schedule "A" and outlined in the Report from the Development Planning Department dated April 20, 2020 be considered by Council;

AND THAT the Text Amendment Bylaw be forwarded to a Public Hearing for further consideration.

Carried

3.5 BL12016 - TA19-0020 CD2 Kettle Valley Comprehensive Residential Development Zone

Moved By Councillor Given/Seconded By Councillor Singh

R0292/20/04/20 THAT Bylaw No. 12016 be read a first time.

Carried

3.6 Springfield Rd 3054, Z17-0078 (BL11573) - Hyung Ja Eo

Staff:

- Provided reasons for the Rezoning Bylaw to be rescinded and the file closed and responded to questions from Council.

Moved By Councillor Sieben/Seconded By Councillor Singh

R0293/20/04/20 THAT Council receives, for information, the Report from the Development Planning Department dated April 20, 2020, with respect to Rezoning Application No. Z17-0078 for the property located at Lot 171 Section 23 Township 26, ODYD, Plan 22418 for 3054 Springfield Road Kelowna BC;

AND THAT Bylaw No. 11573 be forwarded for rescindment consideration and the file be closed.

Carried

3.7 Springfield Road 3054 BL11573 (Z17-0078) - Hyung Ja Eo

Moved By Councillor Singh/Seconded By Councillor Given

R0294/20/04/20 THAT first, second and third readings given to Bylaw No. 11573 be rescinded;

AND THAT the file for Rezoning Application Z17-0078, for the property location at 3054 Springfield Road be closed.

Carried

4. Bylaws for Adoption (Development Related)

4.1 BL11970 (TA19-0004) - Amendment to Section 7 of Zoning Bylaw No. 8000 - Landscaping & Screening

Moved By Councillor Given/Seconded By Councillor Singh

R0295/20/04/20 THAT Bylaw No. 11970 be adopted.

Carried

5. Non-Development Reports & Related Bylaws

5.1 Revenue Anticipation Borrowing Bylaw

Staff:

- Displayed a PowerPoint Presentation outlining the reasons for the establishment of the Revenue Anticipation Borrowing Bylaw.

Moved By Councillor Given/Seconded By Councillor DeHart

R0296/20/04/20 THAT Council receives, for information, the report from Financial Services, dated April 20, 2020 with respect to establishing a Revenue Anticipation Borrowing Bylaw.

AND THAT Bylaw No. 12026 being the Revenue Anticipation Borrowing Bylaw be forwarded for reading consideration.

Carried

5.2 BL12026 - 2020 Revenue Anticipation Borrowing Bylaw

Moved By Councillor Given/Seconded By Councillor Singh

R0297/20/04/20 THAT Bylaw No. 12026 be read a first, second and third time and be adopted.

Carried

5.3 2020 Tax Distribution Policy

Staff:

- Displayed a PowerPoint Presentation summarizing the proposed tax class ratios to be used in preparation of the 2020 tax rates.

Moved By Councillor Stack/Seconded By Councillor Given

R0298/20/04/20 THAT Council approve a Municipal Tax Distribution Policy as outlined in the Report dated April 20, 2020, for the year 2020 that will result in a modification of the 2019 Tax

Class Ratios to reflect the uneven market value changes which have been experienced between property classes, as follows:

Property Class	2019 Tax Class Ratios	2020 Tax Class Ratios
Residential/Rec/NP/SH	1.0000:1	1.0000:1
Utilities	5.4690:1	4.9211:1
Major Industrial	6.4174:1	6.0425:1
Light Industrial/Business/Other	2.3555:1	2.1724:1
Farm Land	0.1523:1	0.1706:1
Farm Improvements	0.4980:1	0.5096:1

AND THAT Council approve development of 2020 tax rates to reflect the 2020 assessment changes in property market values.

Carried

5.4 Amendment No. 1 to the Five Year Financial Plan 2019-2023

Staff:

- Displayed a PowerPoint Presentation identifying the proposed amendments to the Five Year Financial Plan.

Moved By Councillor Donn/Seconded By Councillor Wooldridge

R0299/20/04/20 THAT Council receives, for information, the Report from Financial Services dated April 20, 2020 with respect to amendments to the Five Year Financial Plan 2019-2023 Bylaw;

AND THAT Bylaw No. 12010 being Amendment No. 1 to the Five Year Financial Plan 2019-2023 Bylaw No. 11805 be advanced for reading consideration.

Carried

5.5 BL12010 - Amendment No. 1 to the Five Year Financial Plan 2019-2023

Moved By Councillor Given/Seconded By Councillor DeHart

R0300/20/04/20 THAT Bylaw No. 12010 be read a first, second and third time and be adopted.

Carried

5.6 2019 Sterile Insect Release (SIR) parcel tax

Staff:

- Displayed a PowerPoint Presentation summarizing the 2020 Sterile Insect Release parcel tax levy and responded to questions from Council.

Moved By Councillor Singh/Seconded By Councillor Hodge

R0301/20/04/20 THAT Council approve the Sterile Insect Release Program as outlined in the report of the Revenue Supervisor dated April 20, 2020, charging the 2020 Sterile Insect Release (SIR) Parcel Tax to individual property tax rolls in accordance with the 2020 SIR Parcel Tax Assessment Roll provided to the City of Kelowna by SIR administration.

AND THAT Bylaw No. 12020 being the Sterile Insect Release Program Parcel Tax Bylaw 2020 be forwarded for reading consideration.

Carried**5.7 BL12020 - Sterile Insect Release Program Parcel Tax Bylaw**Moved By Councillor Singh/Seconded By Councillor GivenR0302/20/04/20 THAT Bylaw No. 12020 be read a first, second and third time and be adopted.Carried**5.8 Public Hearing Options**

Staff:

- Displayed a PowerPoint Presentation outlining options for holding the May 12, 2020 Public Hearing during the pandemic and responded to questions from Council.

Moved By Councillor Singh/Seconded By Councillor WooldridgeR0303/20/04/20 THAT Council receive, for information, the report from the Office of the City Clerk dated April 20, 2020 with respect to Public Hearing Options;

AND THAT Council direct staff to hold the Tuesday, May 12, 2020 Public Hearing and Regular Meeting in accordance with Option 1 described in the report from the Office of the City Clerk dated April 20, 2020.

Carried**6. Bylaws for Adoption (Non-Development Related)****6.1 BL11979 - Road Closure at Dall Road Western Corner**Moved By Councillor Singh/Seconded By Councillor GivenR0304/20/04/20 THAT Bylaw No. 11979 be adopted.Carried**7. Mayor and Councillor Items**

Council:

- Expressed appreciation for the community's efforts in remaining home during this pandemic crisis.

City Clerk:

- Spoke to a housekeeping request regarding a License of Occupation with the Province.

Moved By Councillor Given/Seconded By Councillor DeHartR0305/20/04/20 THAT Council approve amending the License of Occupation with the Province with respect to Hydraulic Creek by replacing the wording License of Occupation with "Lease".Carried

Mayor Basran:

- Noted that Flags at City Hall and other Cities will be at half-mast due to the horrible event and loss of life in Nova Scotia and expressed condolences to all those impacted.

8. Termination

This meeting was declared terminated at 3:05 p.m.

Mayor Basran

/acm



City Clerk

DRAFT

Report to Council



Date: April 27, 2020
To: Council
From: City Manager
Subject: Rezoning Bylaw No. 12006 for Z20-0005 Summary of Correspondence
Department: Office of the City Clerk

Recommendation:

THAT Council receives, for information, the report from the Office of the City Clerk dated April 27, 2020 with respect to the summary of correspondence received for Rezoning Bylaw No. 12006;

AND THAT Rezoning Bylaw No. 12006 be forwarded for further reading consideration.

Purpose:

To receive a summary of correspondence for Rezoning Bylaw No. 12006 and to give the bylaw further reading consideration.

Background:

At the March 23, 2020 Council Meeting, Council passed a resolution directing staff to recommend that Council waive the Public Hearing for rezoning applications if they are consistent with the Official Community Plan, have a recommendation of support from staff and are not expected to generate significant public input based on correspondence received. This resolution is in effect until May 31, 2020 or until the Government of British Columbia lifts orders restricting the gatherings of people, whichever is later.

The public has the opportunity to submit written correspondence for applications where the Public Hearing has been waived. Notification is done through signage on the subject property, newspaper advertisements, and mailouts in accordance with the *Local Government Act* and Development Application Procedures Bylaw No. 10540.

Discussion:

Rezoning Application Z20-0005 for 4628 Fordham Road was brought forward to Council for initial consideration on March 23, 2020. At this meeting, Council passed a resolution to waive the Public Hearing and correspondence was accepted between April 8, 2020 and April 20, 2020.

The Office of the City Clerk received zero (0) pieces of correspondence during this period.

This application was brought forward with a recommendation of support from the Development Planning Department. Staff are recommending Council proceed with further readings of the Bylaw.

Conclusion:

Following the public notification period, staff are recommending that Council give Rezoning Bylaw No. 12006, located at 4628 Fordham Road, further reading consideration.

Considerations applicable to this report:

Legal/Statutory Authority:

Local Government Act s. 464(2)

Legal/Statutory Procedural Requirements:

Following the notification period under s. 467 of the *Local Government Act*, Council may choose to give a bylaw further reading consideration, advance the bylaw to a Public Hearing, or defeat the bylaw. These are the same options available to Council for a bylaw that is considered at a Public Hearing.

Considerations not applicable to this report:

Existing Policy:

Financial/Budgetary Considerations:

External Agency/Public Comments:

Communications Comments:

Submitted by:

Rebecca Van Huizen, Legislative Technician

Approved for inclusion: S. Fleming, City Clerk

cc:

T. Barton, Development Planning Department Manager

REPORT TO COUNCIL



Date: March 23, 2020

To: Council

From: City Manager

Department: Development Planning (TC)

Application: Z20-0005

Owner: Jason George Witt

Address: 4628 Fordham Road

Applicant: Birte Decloux – Urban Options
Planning & Permits

Subject: Rezoning Application

Existing OCP Designation: S2RES – Single/Two Unit Residential

Existing Zone: RU1 – Large Lot Housing

Proposed Zone: RU6 – Two Dwelling Housing

1.0 Recommendation

THAT Rezoning Application No. Z20-0005 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A District Lot 357 SDYD Plan 19646, located at 4628 Fordham Road, 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 FURTHER 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 Development Planning Department dated March 23, 2020.

2.0 Purpose

To rezone the subject property from RU1 – Large Lot Housing to RU6 – Two Dwelling Housing to facilitate a second single family dwelling.

3.0 Development Planning

Development Planning staff support the proposed rezoning from RU1 – Large Lot Housing to RU6 – Two Dwelling Housing zone as the subject property is within the Permanent Growth Boundary and the plans align with the Official Community Plan (OCP) Future Land Use Designation of S2RES – Single/Two Unit Residential.

The proposal is consistent with the OCP as it relates to *Sensitive Infill*. The OCP encourages sensitive infill development in the existing neighbourhood close to amenities that limits the impacts on the overall neighbourhood character, which this proposal accomplishes. There are several amenities in the area including Okanagan Mission Secondary School, Woodhaven Regional Park and Mission Ridge Park. The proposed new dwelling is also in the rear yard, which maintains the character of the neighbourhood and is a modest increase in development.

4.0 Proposal

4.1 Project Description

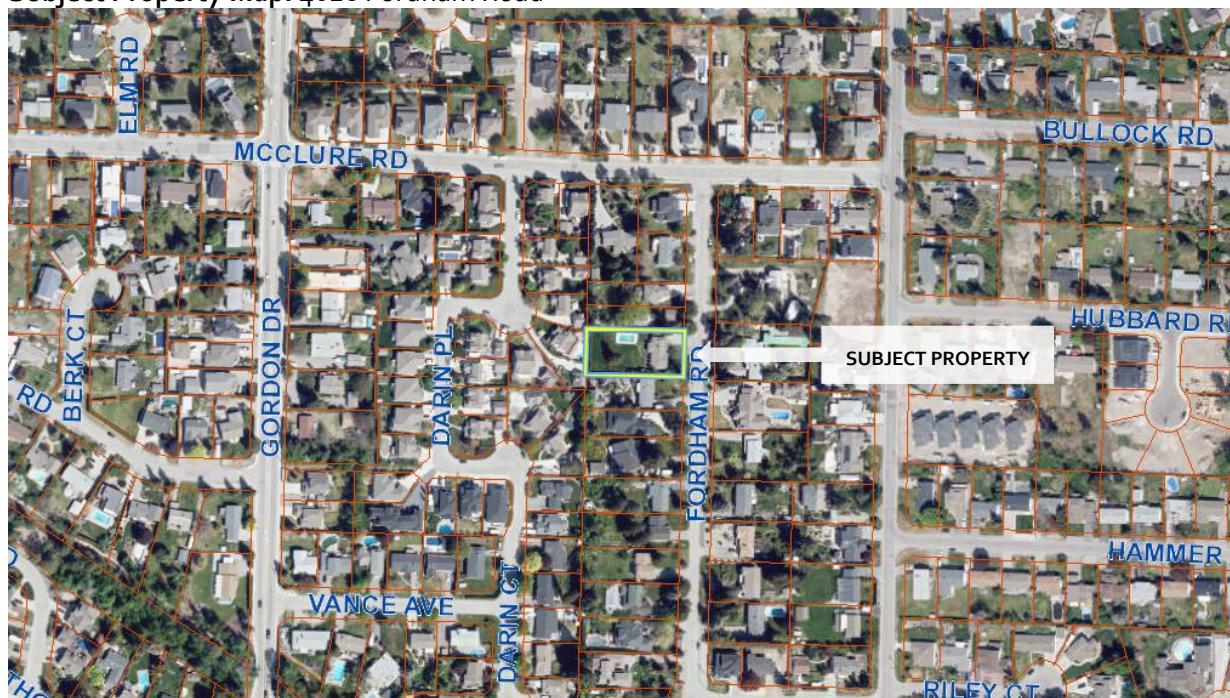
The proposed rezoning from RU1 to RU6 will facilitate a new detached single-family dwelling behind the existing dwelling. The subject property is a large 1,951.02m² lot well above the required minimum of 700m². The property currently has a large backyard with a swimming pool, which will be removed to accommodate the new dwelling. The new dwelling will be access through a drive aisle along the North property line, which will lead to a new two-car garage. The subject property has several mature trees and landscaping in the front yard, which will remain and contribute to maintaining the neighbourhood character.

4.2 Site Context

The subject property is in the North Mission – Crawford OCP City Sector located on Fordham Road near the intersection of McClure Road and Gordon Drive. The surrounding area is primarily RU1 – Large Lot Housing with pockets of RU1C – Large Lot Housing with Carriage House, RU6 – Two Dwelling Housing, RU2 – Medium Lot Housing and RU4 – Low Density Cluster Housing. The surrounding area primarily has a Future Land Use Designation of S2RES – Single/Two Unit Residential. Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 – Large Lot Housing	Single-Family Dwelling
East	RU1 – Large Lot Housing	Single-Family Dwelling
South	RU1 – Large Lot Housing	Single-Family Dwelling
West	RU1 – Large Lot Housing	Single-Family Dwelling

Subject Property Map: 4628 Fordham Road



5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Chapter 5: Development Process

Objective 5.22 Ensure context sensitive housing development

Policy .6 *Sensitive Infill*. 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 Application Chronology

Date of Application Received: January 17, 2020

Date Public Consultation Completed: February 25, 2020

Report prepared by: Tyler Caswell, Planner I

Reviewed by: James Moore, Urban Planning & Development Policy Manager

Approved for Inclusion: Terry Barton, Development Planning Department Manager

Attachments:

Schedule A: Development Engineering Memorandum

Attachment A: Conceptual Site Plan

CITY OF KELOWNA

MEMORANDUM

Date: January 24, 2020

File No.: Z20-0005

To: Suburban and Rural Planning (TC)

From: Development Engineering Manager (JK)

Subject: 4628 Fordham Rd RU1 to RU6

The Development Engineering Department has the following comments and requirements associated with this application to rezone the subject property from RU1 to RU6. The road and utility upgrading requirements outlined in this report will be a requirement of this development. The Development Engineering Technician for this project is Aaron Sangster.

1. General

- a) Where there is a possibility of a high water table or surcharging of storm drains during major storm events, non-basement buildings may be required. This must be determined by the engineer and detailed on the Lot Grading Plan required in the drainage section.

2. Domestic Water and Fire Protection

- a) The subject property is currently serviced with a 19mm water service. One metered water service will be required for the development. The disconnection of the existing small diameter water services and the tie-in of a larger service is the developer's responsibility. You can engage an engineer and contractor to manage the work on your behalf or it can be provided by City forces at the developer's expense. If you chose to have it completed by City forces, you will be required to sign a Third-Party Work Order and pre-pay for the cost of the water service upgrades. For estimate inquiries please contact Mike Thomas, by email mthomas@kelowna.ca or phone, 250-469-8797.

3. Sanitary Sewer

- a) This property is currently serviced with a 100-mm sanitary service. The developer's consulting mechanical engineer will determine the development requirements of this proposed development and establish the service needs. Only one service will be permitted for this development. The applicant, at their cost, will arrange for the removal and disconnection of the existing services and the installation of one new larger service, if necessary.

4. Storm Drainage

- a) The developer must engage a consulting civil engineer to provide a storm water management plan for the site, which meets the requirements of the Subdivision, Development and Servicing Bylaw No. 7900. The storm water management plan must also include provision of lot grading plan, minimum basement elevation (MBE), if applicable, and provision of a storm drainage service for the development and / or

recommendations for onsite drainage containment and disposal systems. Only one service will be permitted for this development. The applicant, at his cost, will arrange the installation of one overflow service if required.

5. Subdivision Requirements

- a) Grant statutory rights-of-way if required for utility services.

6. Electric Power and Telecommunication Services

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

7. Road Improvements

- a) Fordham Rd must be upgraded to a local standard along the full frontage of this proposed development, curb and gutter, drainage system, pavement removal and replacement, and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. The road cross section to be used is a SS-R6. A one-time cash payment in lieu of construction must be collected from the applicant for future construction by the City. The cash-in-lieu amount is determined to be **\$43,249.10**. not including utility service cost.

8. Geotechnical Report

Provide a geotechnical report prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the items below: NOTE: The City is relying on the Geotechnical Engineer's report to prevent any damage to property and/or injury to persons from occurring as a result of problems with soil slippage or soil instability related to this proposed subdivision. The Geotechnical reports must be submitted to the Development Services Department (Subdivision Approving officer) for distribution to the Development Engineering Branch and Inspection Services Division prior to submission of Engineering drawings or application for subdivision approval.

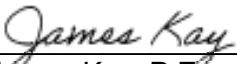
- (i) Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.
- (ii) Site suitability for development.
- (iii) Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).
- (iv) Any special requirements for construction of roads, utilities and building structures.
- (v) Recommendations for items that should be included in a Restrictive Covenant.
- (vi) Recommendations for roof drains, perimeter drains and septic tank effluent on the site.
- (vii) Any items required in other sections of this document.

9. Design and Construction

- (a) Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- (b) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- (c) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).
- (d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- (e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Works & Utilities Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

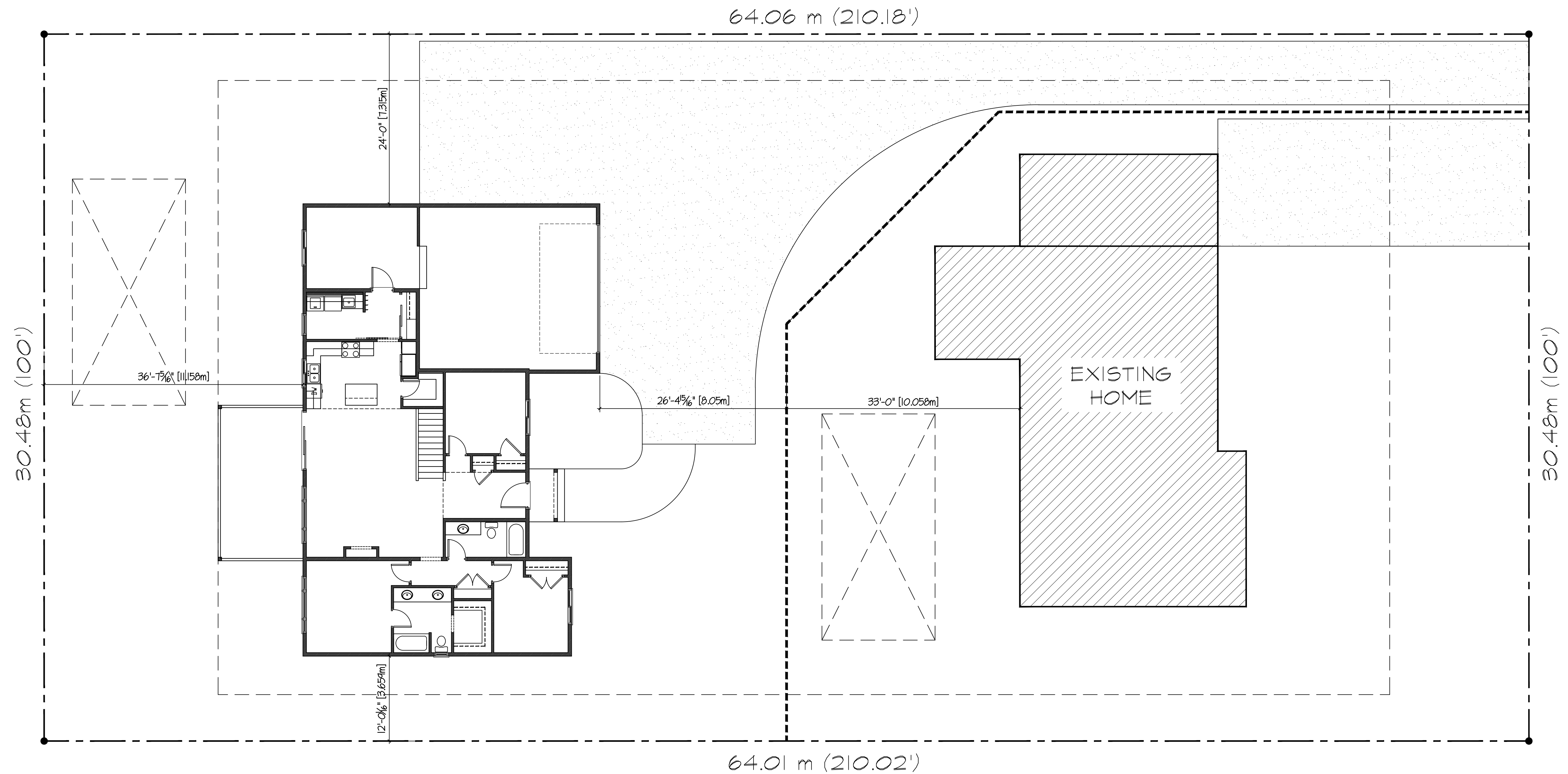
12. **Charges and Fees**

- a) Development Cost Charges (DCC's) are payable.
- b) Fees per the "Development Application Fees Bylaw" include:
 - i) Survey Monument, Replacement Fee: \$1,200.00 (GST exempt) – only if disturbed.
 - ii) Engineering and Inspection Fee: 3.5% of construction value (plus GST).



James Kay, P.Eng.
Development Engineering Manager

AS



ERRORS AND OMISSIONS

- BAXTER DESIGN and SHANE BAXTER shall not be responsible for any variances from the structural drawings and specifications, or adjustments required resulting from conditions encountered at the job site, and is the sole responsibility of the owner or contractor.

- BAXTER DESIGN and SHANE BAXTER makes every effort to provide complete and accurate construction drawings. However, we assume no liability for any errors or omissions which may affect construction. It is the responsibility of all trades and sub-trades to check and verify all dimensions and details before commencing with their portion of the construction. Should any discrepancies be found on these plans please advise our office so we can make the necessary corrections.

PROPOSED SITE COVERAGE

lot size.....	20,992.76 sq.ft. (1951 m2)
existing house footprint.....	2,072 sq.ft. (192.6 m2)
existing house driveway & parking.....	792 sq.ft. (73.61 m2)
new house footprint.....	2,636 sq.ft. (245 m2)
new house driveway & parking....	3,116 sq.ft. (289.6 m2)
building site coverage.....	22.4%
building & driveway site coverage....	41%

ATTACHMENT A

This forms part of application

20-0005

Planner
Initials

TC

City of
Kelowna
DEVELOPMENT PLANNING



SHANE BAXTER DESIGNS INC.
KELOWNA, B.C. CANADA
ph: (250) 862-9662
baxterdesign@shaw.ca | baxterhouseplans.com

PROPOSED REZONING FOR:
4628 FORDHAM ROAD
KELOWNA, B.C.

Drawing Scale: 1/4" = 1'-0"

Date: DEC. 16, 2019

Rev. Date:

Drn. By: S.H.B.

REZONING

1/2

CITY OF KELOWNA
BYLAW NO. 12006
Z20-0005 - 4628 Fordham 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 357, SDYD, Plan 19646 located at Fordham Road, Kelowna, BC 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 23rd day of March, 2020.

Public Hearing Waived by the Municipal Council this 23rd day of March, 2020.

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: April 27, 2020
To: Council
From: City Manager
Subject: Supplemental Report – Gordon Dr 1729-1835 – TA20-0011 Z20-0012 – RG Properties Ltd., Inc. No. BCo812619
Department: Office of the City Clerk

Recommendation:

THAT Council receives for information the Supplemental Report of the Office of the City Clerk dated April 27, 2020 regarding Text Amendment Application No. TA20-0011 and Rezoning Application No. Z20-0012 located at 1729 – 1835 Gordon Drive.

Purpose:

To give Bylaw No. 12028 and Bylaw No. 12029 first reading.

Background:

Council considered a text amendment and rezoning for 1729 – 1835 Gordon Drive on April 20, 2020 and forwarded the text amendment and rezoning application to public hearing. The corresponding bylaws may now be given first reading consideration.

Submitted by:

L. Bentley, Deputy City Clerk

CITY OF KELOWNA
BYLAW NO. 12028
TA20-0011
1729 – 1835 Gordon Drive

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 **Section 9 – Specific Use Regulations, 9.16 RETAIL CANNABIS SALES ESTABLISHMENTS, 9.16.8 Site Specific Regulations** be amended by adding in its appropriate location the following:

“

	<i>Legal Description</i>	<i>Civic Address</i>	<i>Regulation</i>
2.	Lot A, District Lot 137, ODYD, Plan KAP64836 Except Plan EPP33990	1729 – 1835 Gordon Dr	To allow for a retail cannabis sales establishment within 500M of the approved retail cannabis sales establishment located at 1100 Lawrence Ave and the approved retail cannabis sales establishment at 1455 Harvey Ave.

”

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 this

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA
BYLAW NO. 12029
Z20-0012
1729 – 1835 Gordon Drive

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 137, ODYD, Plan KAP64836 Except Plan EPP33990 located at Gordon Drive, Kelowna, BC from the CD26 – Capri Centre Comprehensive Development Zone to the CD26rcs – Capri Centre Comprehensive Development Zone (Retail Cannabis Sales).
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 this

(Approving Officer – Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Report to Council



Date: April 27, 2020
To: Council
From: City Manager
Subject: Bicycle Program – Pathway Abilities Society
Department: Police Services

Recommendation:

THAT Council continues to support the Bicycle Program with the Pathways Abilities Society, by entering into a new agreement for the period 2020-2024 to provide the collection, safekeeping and ultimate disposal of lost and stolen bicycles within the City of Kelowna;

AND THAT the 2020 Financial Plan be amended to include the changes to the contract;

AND THAT the Mayor and City Clerk be authorized to execute the Agreement.

Purpose:

To seek approval for the renewal of an additional five-year term, to the agreement between the City of Kelowna (City) and Pathways Abilities Society (PAS) for the collection, safekeeping and ultimate disposal of stolen bicycles.

Background:

Since 1995 the City has contracted with Pathways Abilities Society, a non-profit society for the collection, safekeeping and ultimate disposal of lost and stolen bicycles.

Contract highlights include:

- PAS picks up bicycles as directed by the RCMP
- All bicycles picked up are to be logged into a computer database
- Secure storage is provided for 90 days
- Efforts to contact owners are to be made
- Bicycles will be sold, used for parts or disposed of at landfill
- PAS will maintain insurance coverage as per the agreement

The City's funding of this operation will change from the prior five-year term, which was:

- 2015 \$12,000
- 2016 \$12,250
- 2017 \$12,500
- 2018 \$12,750
- 2019 \$13,000

The City's funding for this operation for the coming term (2020-2024) has been adjusted slightly to account for estimated increases in operating costs over the term of the contract:

- 2020 \$13,250
- 2021 \$13,500
- 2022 \$13,750
- 2023 \$14,000
- 2024 \$14,250

The service provided by PAS has relieved the RCMP or other City staff of costs and efforts that would be associated with retrieving bicycles, finding the owners and storing bicycles. As well, this agreement has also provided meaningful activities for adults with developmental disabilities in areas of customer sales, bicycle repairs and maintenance, computer skills, public interaction and money handling.

The proposed funding change will cover the costs that increase on a yearly basis such as wage, vehicle and storage costs.

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

External Agency/Public Comments:

Communications Comments:

Considerations not applicable to this report:

Discussion:

Conclusion:

Internal Circulation:

Considerations applicable to this report:

Submitted by:

K. Watt, Police Services Facility Operations Supervisor

Approved for inclusion:



S. Coates, Police Services Manager

CC:
Financial Planning Manager

THIS AGREEMENT made this _____ day of _____, 2020.

BETWEEN:

CITY OF KELOWNA

1435 Water Street
Kelowna, British Columbia V1Y 1J4

(hereinafter called "the City")

OF THE FIRST PART

AND:

PATHWAYS ABILITIES SOCIETY

123 Franklyn Road
Kelowna, British Columbia V1X 6A9

(hereinafter called "the Society")

OF THE SECOND PART

WHEREAS any lost or stolen bicycles found in the City of Kelowna and turned over to the Kelowna Detachment of the R.C.M.P., are the property of the City, unless claimed by the rightful owner or, after a ninety (90) day waiting period, retrieved by the registered finder;

AND WHEREAS any bicycles donated privately to the Society are the sole property of the Society until such time as they are sold or disposed of;

AND WHEREAS the City has agreed to contract with the Society to handle lost or stolen bicycles for the purpose of returning them to their rightful owners or registered finders, or to sell or otherwise dispose of the same;

NOW THEREFORE in consideration of the fee of One Dollar (\$1.00) of lawful money of Canada to be paid by the City to the Society, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. SOCIETY TO PICK UP BICYCLES. The Society will pick up bicycles as directed by the Kelowna Detachment of the R.C.M.P., complete with appropriate documentation, when notified to do so by the Kelowna Detachment of the R.C.M.P.
2. BICYCLES TO BE STORED SECURELY. Once picked up by the Society, all bicycles are to be kept on the premises of the Society in a secure compound for a period of ninety (90) days.
3. EFFORT TO LOCATE RIGHTFUL OWNER. During the ninety (90) day holding period, the Society will make every reasonable effort to locate the rightful owner of the bicycle.
4. OWNER FOUND. If a match is made between owner and bicycle, the owner shall be contacted and may retrieve the bicycle by paying a service charge of Twenty-five Dollars (\$25.00) to the Society.
5. EXPIRATION OF NINETY (90) DAY HOLDING PERIOD. Upon the expiration of the ninety (90) day holding period, if the rightful owner has not claimed the bicycle, the Society may sell or dispose of the bicycle in the manner that it sees fit.

6. PROCEEDS FROM SALE OF BICYCLES. That all proceeds from the return of bicycles to proven owners or to registered finders, and all proceeds from the sale of unclaimed bicycles will be the sole property of the Society, except as otherwise provided elsewhere in this agreement, at a rate to be set by the Society.
7. DISPOSAL OF NON-SALEABLE BICYCLES. If a bicycle is in a poor and unsafe condition, after the ninety (90) day holding period, it may be dismantled for parts and unusable portions may be disposed of.
8. SALE OR DISPOSAL OF A BICYCLE. Upon the sale or disposal of a bicycle, documentation showing the final disposition of a bicycle shall be forwarded to the Kelowna Detachment of the R.C.M.P. for their records.
9. CITY TO MEDIATE. In the event that the purchaser of a bicycle, who has purchased it in good faith from the Society, in challenged original owner who had not reported the loss of theft of the bicycle, to the Kelowna Detachment of the R.C.M.P., nor filed a claim with the Society, the decision of rightful ownership shall rest with the City.
10. REFUND OF PURCHASE PRICE. In the event that the original owner had previously reported the loss or theft of the bicycle with the Kelowna Detachment of the R.C.M.P., or filed a claim with the Society, and challenges the purchaser who has bought the bicycle in good faith from the Society, the bicycle will be forfeited to the proven owner upon payment of a twenty-five dollar (\$25.00) service charge, the costs of repairing it or upgrading the bicycle and a storage fee. The Society will reimburse the original purchase price to the purchaser.
11. ACCURATE RECORDS. The Society shall maintain accurate and full records on each bicycle handled by the.
12. REVENUE FROM SALE OF BICYCLES. All revenue received from the sale of bicycles as part of this agreement will belong to the Society.
13. CITY SUBSIDY. Upon receiving the yearly list of sold bicycles, the City shall pay the Society the following:

2020	\$13,250	Plus PAS retains the proceeds of the bicycle sales
2021	\$13,500	Plus PAS retains the proceeds of the bicycle sales
2022	\$13,750	Plus PAS retains the proceeds of the bicycle sales
2023	\$14,000	Plus PAS retains the proceeds of the bicycle sales
2024	\$14,250	Plus PAS retains the proceeds of the bicycle sales
14. GENERAL INSURANCE PROVISIONS.
Society To Provide

The Society 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 the agreement, services and/or occupancy the City 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 this agreement, services and/or occupancy until the date that the City certifies in writing completion of the agreement, services and/or occupancy or such further period as may be specified by the City.

15. INSURANCE. As a minimum, the Society 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:

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

15.2 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 applicant shall become legally obligated to pay for 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, Society'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.

15.3 Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Society 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. THE CITY NAMED AS ADDITIONAL INSURED.

The policies required by sections 15.1, 15.3 and 15.4 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.

17. SOCIETY'S SUB-CONTRACTORS.

The Society shall require each of its sub-contractors to provide comparable insurance to that set forth under section 2 of this Schedule.

18. CERTIFICATES OF INSURANCE.

The Society agrees to submit Certificates of Insurance (Schedule "A -1") for itself and all of its sub-contractors to the REBS of the City prior to the commencement of this agreement, services and/or occupancy. Such Certificates shall provide that 30 days' written notice shall be given to the REBS of the City, prior to any material changes or cancellations of any such policy or policies.

19. OTHER INSURANCE.

After reviewing the Society's Certificates of Insurance, the City may require other insurance or alterations to any applicable insurance policies in force during the period of this contract and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the City and result in increased insurance premium, such increased premium shall be at the Society's expense.

20. ADDITIONAL INSURANCE.

The Society 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 set out in this Schedule "A-1".

21. INSURANCE COMPANIES.

All insurance, which the Society 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.

22. FAILURE TO PROVIDE.

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

23. NON-PAYMENT OF LOSSES.

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Society or any sub-contractor shall not be held to waive or release the Society or sub-contractor from any of the provisions of the Insurance Requirements or this agreement, with respect to the liability of the Society otherwise. Any insurance deductible maintained by the Society or any sub-contractor under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Society as stated in section 9 of the Schedule.

Indemnification and Hold Harmless Clause

The Society must indemnify and hold harmless the Owner, its elected officials, officers, agents and employees (including the Owner's Representative), from and against all liabilities, losses, damages, personal injury, death, property loss or damage, actions, causes of action, costs (including legal fees and costs) or expenses in connection with loss of, or damage or injury (including death) to, any person or property that occurs in the course of the performance of the Contract, whether suffered, incurred or made by the Society or an employee of the Society or other party for whom the Society is responsible and caused through a willful or negligent act or omission or other actionable wrong of the Society, its officers, agents, employees, or sub-contractors, or any of their officers, agents or employees, and at its expense the Society must defend any and all actions and pay all damages and legal costs and other costs arising therefrom to the extent of its sole or partial fault as determined by a court of competent jurisdiction or other mutually agreed alternative dispute resolution body, apportionment or reimbursement of any such costs not attributed solely or partially to the fault of

the Society as determined by a court of competent jurisdiction or other mutually agreed alternative dispute resolution body shall be made only following the binding determination by a court of competent jurisdiction or other mutually agreed alternative dispute resolution body.

The Society shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by 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, services and/or occupancy excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees.

24. TERM OF AGREEMENT: This agreement shall be for five years from and including the 1st day of January, 2020 to the 31st day of December, 2024.

IN WITNESS WHEREOF the parties have executed the agreement as of the day and year first written above:

CITY OF KELOWNA
by its authorized signatories:

Authorized Signatory
COLIN BASRAN, MAYOR

Authorized Signatory
Stephen Fleming, City Clerk

PATHWAYS ABILITIES SOCIETY
by its authorized signatories:

Authorized Signatory

Authorized Signatory

Report to Council



Date: April 27, 2020
To: Council
From: City Manager
Subject: Regional Essential Services Agreement for COVID-19 Business Continuity
Department: Risk Management, Security & Business Continuity

Recommendation:

THAT Council receive, for information, the report from the Risk Management Department dated April 27, 2020, regarding the Central Okanagan Essential Services Agreement;

AND THAT Council approve the Central Okanagan Essential Services Agreement and authorize the Mayor and Clerk to execute this agreement on behalf of the City of Kelowna.

Purpose:

To recommend for adoption the Central Okanagan Essential Service Agreement; to improve regional emergency preparedness & in response to Ministerial Order No. Mo84 by the Minister of Public Safety and Solicitor General, pursuant to the B.C. Emergency Program Act.

Background:

On March 26th, 2020 the Minister of Public Safety and Solicitor General issued Ministerial Order Mo84, directing that local authorities exercise "best efforts" to enter into mutual aid agreements with neighbouring jurisdictions to ensure continuity of essential services during the COVID-19 pandemic that include: first responder, wastewater and drinking water services.

The attached agreement pertains to the essential services of water and wastewater. Additionally, solid waste infrastructure has been identified as a critical service within the region and is included.

First responder services are already captured within the *Emergency Mutual Aid Agreement* currently in effect for first responder and fire suppression services. Regional fire departments have already subscribed to mutual aid for the term of February 16, 2018 through to 2023.

A regional approach has been taken for the proposed aid agreement. Local Authorities within the Central Okanagan included are:

- District of Peachland
- District of Lake Country
- City of West Kelowna
- City of Kelowna
- Regional District of Central Okanagan
- Westbank First Nation *

It should be noted that Ministerial Order Mo84 does not over-ride First Nations jurisdiction nor the independent authority they have. For clarity, Westbank First Nation is recognized as a self-governing body as provided for in the *2005 Westbank First Nation Self-Governing Agreement with Canada*. This Agreement reflects a government-to-government relationship within the framework of the Canadian constitution.

Discussion:

Through the leadership of the Regional District, using the framework of the Regional Emergency Management Program, staff throughout the Central Okanagan have collaborated to understand what would be needed for an “Assistance Agreement” to be put in place. We are fortunate to have similar processes and technology used within the Region that will allow us to operationalize this initiative successfully. A draft Central Okanagan Essential Services Agreement was reviewed and approved by the Central Okanagan CAO Committee.

Emergency Management B.C. (EMBC) was consulted in the development of this agreement. EMBC confirmed that reasonable costs triggered by local governments requesting assistance from neighbouring partners in response to an emergency situation will be eligible for cost recovery through EMBC.

The agreement does not obligate any jurisdiction to provide support if they cannot or it would put their local service area at unreasonable risk.

Conclusion:

The use of aid agreements to bolster business continuity and ensure essential services are a best practice. The proposed 2-year term is expected to address the current crisis related to COVID-19. There will be an opportunity extend and expand this type of agreement after it expires.

This aid agreement is consistent with the regional approach to emergency management that is core to the way we respond to emergencies in the Central Okanagan. Much of what is addressed within the proposed agreement could already be supported through the Emergency Operations Center in a crisis. However, absent an aid agreement it would trigger administrative work and policy questions that we have now pre-planned for. This agreement outlines how to make a request for support, what the financial implications are for both parties and what the terms of engagement are. It will allow for smoother and more rapid support to sustain essential services during a crisis, including pandemic.

Internal Circulation:

J. Creron, Deputy City Manager
S. Leatherdale, Divisional Director, HR & Community Safety
T. Whiting, Chief, Kelowna Fire Department
K. Van Vliet, Utility Services Manager

Considerations applicable to this report:***Financial/Budgetary Considerations:***

The "*Central Okanagan Essential Services Agreement*" is a hybrid mutual aid agreement with cost recovery provisions for the Responding Party to be paid by the Requesting Party who then remits a claim through EMBC for eligible costs.

Considerations not applicable to this report:***Legal/Statutory Authority:******Legal/Statutory Procedural Requirements:******Existing Policy:******External Agency/Public Comments:******Communications Comments:***

Submitted by:

L. Kayfish, Risk Manager

Approved for inclusion:



cc:

B. Reardon, CAO, Regional District Central Okanagan

Ensuring Essential Services & Business Continuity





Essential Service Aid Agreement

- ▶ Regional Cooperation
- ▶ Complements First Responder Mutual Aid Agreement
- ▶ Vetted by Emergency Management BC
- ▶ Strengthens resiliency to COVID-19 & other events
- ▶ Model for future, in discussion with irrigation districts



City of
Kelowna
Questions?



CENTRAL OKANAGAN ESSENTIAL SERVICES AGREEMENT

THIS AGREEMENT is dated for reference the _____ day of April, 2020.

BETWEEN:

The **Regional District of Central Okanagan**, a regional district incorporated pursuant to the *Local Government Act* and having its business office at 1405 KLO Road, Kelowna, British Columbia, V1W 3Z4 (the "RDCO")

OF THE FIRST PART

AND:

The **District of Peachland**, a municipality incorporated pursuant to the *Community Charter* and having its business office at 5806 Beach Avenue, Peachland, British Columbia, V0H 1X7 ("Peachland")

OF THE SECOND PART

AND:

The **City of West Kelowna**, a municipality incorporated pursuant to the *Community Charter* and having its business office at 2760 Cameron Road, West Kelowna, British Columbia, V1Z 2T6 ("West Kelowna")

OF THE THIRD PART

AND:

The **City of Kelowna**, a municipality incorporated pursuant to the *Community Charter* and having its business office at 1435 Water Street Kelowna BC, V1Y 1J4 ("Kelowna")

OF THE FOURTH PART

AND:

The **District of Lake Country**, a municipality incorporated pursuant to the *Community Charter* and having its business office at 10150 Bottom Wood Lake Road Lake Country, British Columbia, V4V 2M1 ("Lake Country")

OF THE FIFTH PART

AND:

Westbank First Nation, a self-governing First Nation in Canada pursuant to its *Self-Government Agreement with Canada* and having its business office at 515 Highway 97 South, Kelowna, British Columbia, V1Z 2J2 ("Westbank")

OF THE SIXTH PART

WHEREAS:

- A. ASSISTANCE is the sharing of supplies, equipment, personnel, information, or other resources across political boundaries; and,
- B. By Ministerial Order M084, the Minister of Public Safety and Solicitor General has declared that local authorities must exercise “best efforts” to enter into Assistance agreements with neighbouring jurisdictions to ensure continuity of essential services during the COVID-19 pandemic, and in particular to ensure that wastewater and drinking water services are maintained; and
- C. ESSENTIAL SERVICES for the purpose of this agreement include water, waste water and solid waste infrastructure; and
- D. The Parties desire to enter into an Agreement whereby supplies, equipment, personnel, information, or other resources of any Party can be deployed to assist the other Parties during an emergency;
- E. The RDCO, ~~Peachland~~, West Kelowna, Kelowna and Lake Country consider it to be of mutual benefit to enter into an arrangement whereby any one of them may, in situations where the resources of their own resources are insufficient, request Assistance from the others to bring the situation under control.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the Parties agree as follows:

Interpretation

- 1. Unless the context otherwise requires, in this Agreement:
 - (a) "Assistance" means assistance by providing, upon request, emergency resources to another Party outside the jurisdictional boundaries of the Party that provides the emergency resources;
 - (b) "CAO" means the person appointed by the Board of Directors or Council for each Party as the Chief Administrative Officer or City Manager;
 - (c) "Emergency Situation" means a real or anticipated occurrence that in the opinion of the CAO compromises the ability of the Requesting Party to provide an Essential Service to their constituents.
 - (d) "Requesting Party" means the local government requesting Assistance under this Agreement;
 - (e) "Responding Party" means the local government responding to a request for Assistance under this Agreement.

The Request for Assistance

2. Where the CAO of the Requesting Party determines that the resources of their local government are insufficient to provide an Essential Service, whether actual or imminent, they may request the Assistance of another Party for the purposes of maintaining that service and in submitting such request, the said CAO shall specify the type of assistance and the number of personnel required.
3. The Requesting Party shall first request Assistance from the Party that is closest in proximity to their location.
4. If the Party that is closest in proximity to the location of the Requesting Party is unable to provide some or all required Assistance, the Requesting Party may request Assistance from the Party that is next closest in proximity to their location.
5. All requests for Assistance under this Agreement shall be made by the CAO of the Requesting Party to the CAO of the Party from whom Assistance is being requested.

The Provision of Assistance

6. The CAO of a Party from whom Assistance has been requested under this Agreement shall immediately upon receiving the request determine, in their sole discretion, as soon as reasonably possible whether and to what extent the supplies, equipment, personnel, information, or other resources of their local government may be deployed to assist the Requesting Party and shall thereafter deploy to the extent available such supplies, equipment, personnel, information, or other resources.
7. Nothing in this Agreement requires the CAO of a Responding Party from whom Assistance has been requested under this Agreement to deploy supplies, equipment, personnel, information, or other resources to assist a Requesting Party that the CAO has determined are unavailable or are required to provide service within their local government.
8. All supplies, equipment, personnel, information, or other resources provided by a Responding Party to a Requesting Party under this Agreement shall, for the duration of the time that the Assistance is being provided under this Agreement, be under the direction of the CAO of the Requesting Party who shall adhere to recognized principles of accountability for responder personnel safety.
9. The Requesting Party is responsible for ensuring that any workers from the Responding Party understand the Safe Work Procedures required to undertake the tasks needed to assist and that all safety equipment and proper protective equipment is provided by the Requesting Party.

10. The CAO of a Responding Party may, in their sole discretion, recall at any time for whatever reason any resource provided by their local government to the Requesting Party under this Agreement and shall not be liable for any loss, costs, damages or expenses whatsoever as a result thereof.
11. Upon being notified, whether verbally or in writing, that the CAO of a Responding Party has recalled supplies, equipment, personnel, information, or other resources under section 9 of this Agreement, the CAO of the Requesting Party shall immediately release and return to the Responding Party all supplies, equipment, personnel, information, or other resources provided by the Responding Party that was recalled by the CAO of the Responding Party.
12. The CAO of a Requesting Party shall, as soon as practicable, release and return to the Responding Party all supplies, equipment, personnel, information, or other resources provided by the Responding Party that is no longer required to assist in Requesting local government.
13. The CAO of a Requesting Party shall release and return to the Responding Party all equipment or other resources provided by the Responding Party in the same working condition as when it was accepted by the Requesting Party.

The Cost of Assistance

14. The Requesting Party shall reimburse the Responding Party for all labour and equipment costs plus any consumable items used during the Emergency Situation and any equipment that is damaged beyond repair or destroyed as a result of the event.
15. The Requesting Party shall pay the Responding Party all costs described in clause 14 above, within 30 days from receipt of invoice from the Responding Party.
16. The Requesting Party shall be responsible for seeking recovery of costs for payments made to the Responding Party in clause 15 above, through EMBC or other senior level government program under which these costs are recoverable.

Waiver and Indemnification

17. No Party to this Agreement shall bring any claim, action, or demand against any other Party to this Agreement or its elected officials, officers, employees, agents, volunteers, or contractors and, without limiting the generality of the foregoing, in respect of or in any way related to the decision of a CAO as to the level of Assistance, if any, or the withdrawal of Assistance to be provided under this Agreement.

18. No Party to this Agreement, nor its elected officials, officers, employees, agents, volunteers or contractors, shall be liable to any other Party to this Agreement in respect of the decision of a CAO as to the level of Assistance, if any, or the withdrawal of Assistance to be provided under this Agreement.
19. The Requesting Party shall indemnify and save harmless the Responding Party, its elected officials, officers, employees, agents, volunteers, or contractors from and against any and all claims, demands, actions, causes of action, loss, costs, damages and expense (including legal fees on a solicitor-client basis) in respect of or in any way related to the provision of Assistance under this Agreement and, without limiting the generality of the foregoing, any action taken or thing done or any failure to take action or do a thing under this Agreement, save and except where the claim, demand, action, cause of action, loss, cost, damage, or expense arose from the negligence of the Assisting Party.
20. In the event that a Responding Party acts independently of the Requesting Party then the Responding Party shall not be entitled to any indemnity pursuant to this article, but shall be responsible for its own legal liabilities and shall accordingly indemnify and save harmless the Requesting Party for any and all liabilities, actions, damages and claims of whatever nature or kind arising out of the independent act of the Responding Party in connection with the Assistance.

Insurance

21. Each Party to this Agreement shall keep in force third party liability insurance coverage to a minimum of ten million (\$10,000,000.00), dollars and each such policy shall add all other Parties to this Agreement as additional named insured when rendering Assistance pursuant to this Agreement.
22. Each Party shall maintain insurance coverage on its own equipment.
23. Each Party shall maintain Workers' Compensation coverage and other required coverage for the personnel of its own local government.
24. This Agreement shall be in force for a period of Two Years (24 months) commencing on the date of its execution by all Parties.

Termination

25. Any Party to this Agreement may terminate its rights and obligations under this Agreement by giving ninety (90) days written notice of its intention to do so to the other Parties to this Agreement and thereafter shall be unconditionally released from any further obligation herein save and except any obligation up to the date of termination.

26. Where a Party to this Agreement terminates its rights and obligations under this Agreement, this Agreement shall continue in force between the remaining parties.

Miscellaneous Provisions

27. Any requests for Assistance shall be subject to any of the Parties obligations pursuant to the provisions of the *Emergency Program Act* R.S.B.C. c. 111.
28. The Parties agree to consult on a regular basis through their CAO to achieve the optimum deployment of Assistance.
29. The Parties hereto agree that in the event of dispute between any of the Parties, each of the Parties hereto shall meet with a qualified mediator in a timely manner and attempt in good faith to negotiate a settlement of such dispute during which time such representatives shall disclose to the other all relevant information relating to the dispute.
30. This Agreement shall be the entire agreement between the Parties in respect of the provision of Assistance by the Parties to one another for the purposes of bringing Emergency Situations under control.
31. The Parties may not assign this Agreement without the prior written consent of the other Parties to this Agreement.
32. This Agreement shall ensure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
33. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.
34. Unless otherwise authorized under this Agreement, all notices under this Agreement shall be given in writing to the CAO of the Parties to this Agreement.
35. This Agreement may be executed in any number of counterparts. Any executed counterpart shall be construed as an original. All executed counterparts together shall constitute the Agreement.

IN WITNESS WHEREOF the parties have signed, sealed, and delivered this Agreement as of the date first written above.

The Corporate Seal of the
REGIONAL DISTRICT OF CENTRAL OKANAGAN
was hereunto affixed in the presence of:

Chair

Chief Administrative Officer

The Corporate Seal of the
DISTRICT OF PEACHLAND
was hereunto affixed in the presence of:

Mayor

Corporate Officer

The Corporate Seal of the
CITY OF WEST KELOWNA
was hereunto affixed in the presence of:

Mayor

Corporate Officer

The Corporate Seal of the
CITY OF KELOWNA
was hereunto affixed in the presence of:

Mayor

Corporate Officer

The Corporate Seal of the
DISTRICT OF LAKE COUNTRY
was hereunto affixed in the presence of:

Mayor

Corporate Officer

The Corporate Seal of
WESTBANK FIRST NATION
was hereunto affixed in the presence of:

Chief

Chief Administrative Officer

END OF AGREEMENT

Report to Council



Date: April 27, 2020
To: Council
From: City Manager
Subject: Temporary Changes to Fees & Payments
Department: Office of the City Clerk

Recommendation:

THAT Council receives, for information, the Report from the Office of the City Clerk dated April 27, 2020 recommending that Council adopt the bylaw to implement temporary changes to finance payments;

AND THAT Bylaw No. 12024, being Miscellaneous Financial Operations Temporary Changes Bylaw be forwarded for reading consideration.

Purpose:

To approve temporary changes to utility billing interest charges, returned payment fees, and property tax penalty dates in response to the COVID-19 pandemic.

Background:

On April 6, 2020, Council passed a resolution directing staff to bring forward amendments to the Utility Billing Customer Care Bylaw, Miscellaneous Fees and Charges Bylaw, and Property Tax Penalty Bylaw to implement temporary changes to financial operations to support citizens during the COVID-19 pandemic.

Discussion:

The bylaw proposes amendments to the three bylaws to:

- waive interest charges on utility bills from April 27, 2020 to August 31, 2020;
- waive returned payment fees from April 27, 2020 to August 31, 2020; and
- defer the application of the 10% property tax penalty from July 2, 2020 to September 1, 2020.

Note that the property tax penalty for commercial properties identified in the provincial news release dated April 16, 2020 (New COVID-19 supports for businesses, local governments) is extended to October 1, 2020.

Under Ministerial Order No. Mo83 Local Government Meetings and Bylaw Process (COVID-19) Order, staff are recommending that Council give the bylaw all three readings and adopt it on the same day to implement the changes immediately.

Conclusion:

The waived interest charges, fees, and delayed property tax penalty are expected to alleviate some of the financial burden the COVID-19 pandemic is having on the community. Financial impacts to the City are being considered through the upcoming proposed Final Budget, to balance these financial provisions with mind to the continuation of essential services as well as maintenance and support of economic stability through the provision of jobs within the Community.

Internal Circulation:

Financial Services

Considerations applicable to this report:

Legal/Statutory Authority:

Ministerial Order No. Mo83 Local Government Meetings and Bylaw Process (COVID-19) Order

Financial/Budgetary Considerations:

Financial impacts include reductions in the anticipated receipt of the budgeted amount of \$850,000 in property tax penalty revenue, the \$85,000 in Utility Billing interest charges, \$45,000 in Accounts Receivable interest and will need to cover the costs of a portion of the returned cheques \$10,600. The 2020 Final Budget revenues will be lowered to reflect actual anticipated revenues.

Considerations not applicable to this report:

Legal/Statutory Procedural Requirements:

Existing Policy:

External Agency/Public Comments:

Communications Comments:

Submitted by:

L. Bentley, Deputy City Clerk

Approved for inclusion: S. Fleming, City Clerk

cc:

G. Davidson, Divisional Director, Financial Services

CITY OF KELOWNA

BYLAW NO. 12024

Temporary Financial Operations Changes Bylaw

Being Amendment No. 7 to City of Kelowna Utility Billing Customer Care Bylaw No. 8754, Amendment No. 8 to Miscellaneous Fees and Charges Bylaw No. 9381 and Amendment No. 1 to Property Tax Penalty Bylaw No. 11971

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, Miscellaneous Fees and Charges Bylaw No. 9381 and Property Tax Penalty Bylaw No. 11971 be amended as follows:

1. THAT Utility Billing Customer Care Bylaw No. 8754 be amended by adding in its appropriate location to 8.4 Penalty Charge a new subsection 8.4.1 that reads:
"8.4.1 For the period of April 20, 2020 to August 31, 2020, the interest in section 8.4 shall be waived"
2. THAT Miscellaneous Fees and Charges Bylaw No. 9381, **Schedule "A"** be amended by adding in its appropriate location a new subsection 8.1 that reads:
"8.1 For the period of April 20, 2020 to August 31, 2020, the Returned Payment Fees in Section 8 shall be waived"
3. THAT Property Tax Penalty Bylaw No. 11971, Section 1 be amended by adding in its appropriate location a new subsection 1.1 that reads:
"1.1 For the 2020 Property tax year, the ten per cent penalty in Section 1 shall only be applied to amounts unpaid after August 31, 2020."
4. This bylaw may be cited for all purposes as "Temporary Financial Operations Changes Bylaw No. 12024."
5. 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 and be adopted by the Municipal Council this

Mayor

City Clerk