# City of Kelowna
# Regular Council Meeting
# AGENDA

Monday, March 8, 2021

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.

IIn accordance with the most recent Provincial Health Officer Order regarding gatherings and events, the public is currently not permitted to attend Council meetings in-person. As an open meeting, a live audio-video feed is being broadcast and recorded on kelowna.ca.

## 2. Confirmation of Minutes — 4 - 9

PM Meeting - March 1, 2021

## 3. Development Application Reports & Related Bylaws

### 3.1. Benvoulin Rd 2870 - A20-0005 - Kelowna Christian School, Inc.No. S14368 — 10 - 45

To support an application to the Agricultural Land Commission for a Non-Farm Use application to permit the construction of an addition onto the existing school.

### 3.2. Multiple Addresses - Z21-0006 (BL12180) - Multiple Owners — 46 - 75

To rezone multiple properties to correct boundary discrepancies or resolve zoning inconsistencies, and to waive the Public Hearing.

### 3.3. Multiple Addresses - BL12180 (Z21-0006) - Multiple Owners — 76 - 88

To give Bylaw No. 12180 first reading in order to rezone multiple properties to correct boundary discrepancies or resolve zoning inconsistencies, and to waive the Public Hearing.

### 3.4. Temporary Patio Program 2021 — 89 - 98

To request temporary delegation of authority by the Divisional Director of Planning and Development Services for the Temporary Outdoor Patio Program on private property until October 31, 2021.

3.5. **BL12181 - Amendment No. 9 to the Development Applications Procedures Bylaw No. 10540** 99 - 99

To give Bylaw No. 12181 first, second and third reading.

4. **Bylaws for Adoption (Development Related)**

4.1. **Rodondo Pl 1295 - BL12120 (Z20-0028) - Janis Wiens** 100 - 101

To adopt Bylaw No. 12120 in order to rezone the subject property from the RR1 - Rural Residential 1 zone to the RU1 - Large Lot Housing zone and P3 - Parks and Open Space zone.

5. **Non-Development Reports & Related Bylaws**

5.1. **Green Infrastructure Options** 102 - 124

To inform Council on options available to increase green infrastructure (GI) in Kelowna's public road rights of way (ROWs).

5.2. **Uptown Rutland Business Association - BIA - 2021 Budget** 125 - 139

To authorize the 2021 levy on Class 5 light industry and Class 6 business/other properties located within the Uptown Rutland Business Improvement Area.

5.3. **Downtown Kelowna Association - BIA - 2021 Budget** 140 - 161

To authorize the 2021 levy on Class 5 light industry and Class 6 business/other properties located within the Kelowna Downtown Business Improvement Area.

5.4. **RCMP Community Policing Offices** 162 - 173

To present an overview of Community Policing Offices (CPOs), including plans to increase service delivery at the Rutland CPO and to discontinue public-facing services at the KLO CPO.

5.5. **Municipal Properties Tree Bylaw No. 8042** 174 - 176

To consider proposed amendments to the Municipal Properties Tree Bylaw No. 8042.

5.6. **BL12167 Amendment No. 2 to the Municipal Properties Tree Bylaw No. 8042** 177 - 179

To give Bylaw No. 12167 first, second and third reading.

5.7. **BL12172 - Amendment No. 26 to Bylaw Notice Enforcement Bylaw No. 10475** 180 - 181

To give Bylaw No. 12172 first, second and third reading.

5.8. **Revitalization Tax Exemption Bylaw - Minor Amendment** 182 - 189

To amend the Revitalization Tax Exemption Program Bylaw to encourage more ground-oriented rental housing units.

5.9. **BL12162 - Amendment No. 9 to the Revitalization Tax Exemption Program Bylaw No. 9561** 190 - 190

To give Bylaw No. 12162 first, second and third reading.

5.10. **Non-Market Agreement - Bike and Adaptive Rentals** 191 - 227

To seek Council approval to enter into a License of Occupation agreement for a bike and adaptive equipment rental concession at Knox Mountain Park.

5.11. **UBCM - CEPF, Flood Risk Assessment, Mapping, and Mitigation Planning. Prediction Analytics to Address Flood Risk in Kelowna** 228 - 230

To consider staff's recommendation to apply for a UBCM-CEPF - Flood Risk Assessment, Flood Mapping & Flood Mitigation Planning Program Grant.

6. **Mayor and Councillor Items**

7. **Termination**

# City of Kelowna
# Regular Council Meeting
## Minutes

| | |
|---|---|
| Date: | Monday, March 1, 2021 |
| Location: | Council Chamber<br>City Hall, 1435 Water Street |
| Members Present | Mayor Colin Basran, Councillors Maxine DeHart*, Ryan Donn, Gail Given, Brad Sieben*, Mohini Singh and Loyal Wooldridge |
| Members participating remotely | Councillors Charlie Hodge and Luke Stack |
| Staff Present | City Manager, Doug Gilchrist; City Clerk, Stephen Fleming; Partnership Manager Sandra Kochan*; Divisional Director, Planning & Development Services, Ryan Smith*; Policy & Planning Department Manager, Danielle Noble-Brandt*; Long Range Policy Planning Manager, James Moore*; Strategic Transportation Planning Manager, Mariah VanZerr*; Transportation Engineering Manager, Gordon Foy*; Integrated Transportation, Stephen Sargeant*; Infrastructure Engineering Manager, Joel Shaw*; Community Planning & Development Manager, Dean Strachan*; Planner Specialist, Wesley Miles*; Planner, Bronwyn Wydeman*; Divisional Director, Active Living & Culture, Jim Gabriel*; Cultural Services Manager, Christine McWillis*; Community Development Coordinator, Nicole Cantley* |
| Staff participating remotely | Legislative Coordinator (Confidential), Arlene McClelland |
| Guests participating remotely | Lisanne Ballantyne*, President & CEO, Tourism Kelowna, Andrew Bruce*, WSP Canada; Nathan Hildebrand*, Canadian Horizons; Tobi McNeil*, Melcor; Craig Siemens*, Community Volunteer and Karma Lacoff Nieoczym*, Executive Director of Creative Okanagan |

(* Denotes partial attendance)

### 1. Call to Order

Mayor Basran called the meeting to order at 1:35 p.m.

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

In accordance with the most recent Provincial Health Officer Order regarding gatherings and events, the public is currently not permitted to attend Council meetings in-person. As an open meeting, a live audio-video feed is being broadcast and recorded on kelowna.ca.

DRAFT

## 2. Confirmation of Minutes

Moved By Councillor DeHart/Seconded By Councillor Donn

**R0250/21/03/01** THAT the Minutes of the Regular Meetings of February 22, 2021 be confirmed as circulated.

**Carried**

## 3. Public in Attendance

### 3.1 Tourism Kelowna - Year in Review

Staff:
- Introduced guest participating remotely, Lisanne Ballantyne, President & CEO, Tourism Kelowna.

Lisanne Ballantyne, President & CEO, Tourism Kelowna
- Shared a PowerPoint Presentation regarding Tourism Kelowna 2020 year in review and responded to questions from Council.

Moved By Councillor Donn/Seconded By Councillor Hodge

**R0251/21/03/01** THAT Council receives, for information, the report from the President and CEO of Tourism Kelowna dated March 1, 2021, with respect to the Year in Review.

**Carried**

## 4. Development Application Reports & Related Bylaws

### 4.1 Thomson Flats Area Structure Plan

Staff:
- Displayed a PowerPoint Presentation summarizing reasons for discontinuing with the Thomson Flats Area Structure Plan and responded to questions from Council.

The Mayor invited the Applicant or Applicant's representative participating remotely to speak.

Andrew Bruce, WSP Canada; Nathan Hildebrand, Canadian Horizons; and Tobi McNeil, Melcor
- Shared a PowerPoint Presentation summarizing reasons for continuing with the Thomson Flats Area Structure Plan and responded to questions from Council.

Moved By Councillor Wooldridge/Seconded By Councillor Donn

**R0252/21/03/01** THAT Council receive for information the report from Policy & Planning Department dated March 1, 2021 regarding the draft Thomson Flats Area Structure Plan;

AND THAT Council not endorse the draft Thomson Flats Area Structure Plan;

AND THAT Council direct staff to exclude the subject properties from the Permanent Growth Boundary in the draft 2040 Official Community Plan;

AND FURTHER THAT the file be closed.

**Carried**
Councillors Sieben and Singh - Opposed

Councillor Sieben left the meeting at 5:26 p.m.

DRAFT

The meeting recessed at 5:26 p.m.

The meeting reconvened at 5:38 p.m.

### 4.2 Chute Lake Rd 4870 - A20-0003 - Stephen Cipes

Councillor DeHart declared a conflict of interest as their employer is a hotel that offers conference facility services and departed the meeting at 5:39 p.m.

Staff:
- Displayed a PowerPoint Presentation summarizing the application and responded to questions from Coouncil.

Moved By Councillor Hodge/Seconded By Councillor Stack

**R0253/21/03/01** THAT Council defer further consideration of Agricultural Land Reserve Application No. A20-0003 located at 4870 Chute Lake Road, Kelowna, B.C., so Council may ask questions of the Applicant.

**Carried**
Mayor Basran - Opposed

Councillor DeHart returned to the meeting at 6:08 p.m.

### 4.3 Bedford Rd 4255 - Z20-0089 (BL12171) - Patrick Wiercioch

Staff:
- Displayed a PowerPoint Presentation summarizing the application.

Moved By Councillor Stack/Seconded By Councillor Given

**R0254/21/03/01** THAT Rezoning Application No. Z20-0089 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 2 Section 32 Township 29 ODYD Plan KAP76256 located at 4255 Bedford Road, Kelowna, BC from the RR1 – Rural Residential 1 zone to the RR1c – Rural Residential 1 with Carriage House 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 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 01, 2021;

**Carried**

### 4.4 Bedford Rd 4255 - BL12171 (Z20-0089) - Patrick Wiercioch

Moved By Councillor Given/Seconded By Councillor Wooldridge

**R0255/21/03/01** THAT Bylaw No. 12171 be read a first time.

**Carried**

### 4.5 Gordon Dr 4355 - Z20-0077 (BL12179) - 1253097 B.C. Ltd., Inc.No.BC1253097

Staff:
- Displayed a PowerPoint Presentation summarizing the application.

DRAFT

Moved By Councillor Wooldridge/Seconded By Councillor Donn

**R0256/21/03/01** THAT Rezoning Application No. Z20-0077 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 6 District Lot 358 Osoyoos Division Yale District Plan 16743 located at 4355 Gordon Drive, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU6 – Two Dwelling 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 outstanding conditions of approval as set out in Schedule "A" attached to the Report from the Development Planning Department dated March 1, 2021;

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

**Carried**

### 4.6 Gordon Dr 4355 - BL12179 (Z20-0077) - 1253097 B.C. Ltd., Inc.No.BC1253097

Moved By Councillor Wooldridge/Seconded By Councillor Given

**R0257/21/03/01** THAT Bylaw No. 12179 be read a first time.

**Carried**

### 4.7 Rescinding of Development Bylaw Readings

Staff:
- Provided reasons for the bylaws being rescinded.

Moved By Councillor DeHart/Seconded By Councillor Donn

**R0258/21/03/01** THAT Council receives, for information, the Report from the Office of the City Clerk with respect to rescinding bylaw readings of obsolete rezoning and text amendment applications;

AND THAT the development bylaws as outlined in Schedule "A" attached to the Report from the Office of the City Clerk dated March 1, 2021 be considered by Council for rescindment;

AND FURTHER THAT all bylaw readings listed in Schedule "A" be forwarded for rescindment consideration and the files be closed.

**Carried**

### 4.8 Development Bylaws to have First Reading Rescinded

Moved By Councillor Given/Seconded By Councillor Wooldridge

**R0259/21/03/01** THAT first, second and third reading given to Bylaw No. 10975, Bylaw No. 11307 and Bylaw No. 11347 be rescinded and the file be closed.

**Carried**

DRAFT

### 4.9 Development Bylaws to have All Readings Rescinded

Councillor Given confirmed that the previous conflict declared on Bylaw No. 10436 is no longer valid and voted.

Moved By Councillor DeHart/Seconded By Councillor Donn

**R0260/21/03/01** THAT first, second and third reading given to Bylaw No. 10436, Bylaw No. 10443, Bylaw No. 10445, Bylaw No. 11342, Bylaw No. 11431, Bylaw No. 11453 and Bylaw No. 11588 be rescinded and the files be closed.

**Carried**

## 5. Non-Development Reports & Related Bylaws

### 5.1 Green Infrastructure Options

Mayor Basran deferred the item to a future meeting due to the lateness of the meeting.

### 5.2 Central Okanagan Music Strategy

Staff:
- Introduced guests participating remotely, Craig Siemens, Community Volunteer and Karma Lacoff Nieoczym, Executive Director of Creative Okanagan.

Craig Siemens
- Shared a PowerPoint Presentation outlining the Central Okanagan Music Strategy project and responded to questions from Council.

Moved By Councillor Donn/Seconded By Councillor Hodge

**R0261/21/03/01** THAT Council receives, for information, the report from the City Manager dated March 1, 2021, with respect to the Central Okanagan Music Strategy project.

**Carried**

### 5.3 Rescinding of Readings for Outdated Non-Development Bylaws

Moved By Councillor Hodge/Seconded By Councillor Stack

**R0262/21/03/01** THAT Council receives, for information, the Report from the Office of the City Clerk dated March 1, 2021 with respect to rescinding bylaw readings;

AND THAT the Non-Development bylaws as outlined in Schedule "A" attached to the Report from the Office of the City Clerk dated March 1, 2021 be considered by Council for rescindment;

AND FURTHER THAT all bylaws with readings listed in Schedule "A" be forwarded for rescindment consideration and the files be closed.

**Carried**

### 5.4 Non-Development Bylaws to have all Readings Rescinded

Moved By Councillor Donn/Seconded By Councillor DeHart

**R0263/21/03/01** THAT first, second and third reading given to Bylaw No. 10064, Bylaw No. 10071, Bylaw No. 10200, and Bylaw No. 10573 be rescinded and the files be closed.

**Carried**

DRAFT

## 6. Bylaws for Adoption (Non-Development Related)

### 6.1 BL12166 - Amendment No. 14 to Building Bylaw No. 7245

Moved By Councillor DeHart/Seconded By Councillor Donn

**R0264/21/03/01** THAT Bylaw No. 12166 be adopted.

**Carried**

## 7. Mayor and Councillor Items

There were no Councillor items.

## 8. Termination

This meeting was declared terminated at 6:47 p.m.

Mayor Basran

City Clerk

sf/acm

DRAFT

# REPORT TO COUNCIL

| | | | |
|---|---|---|---|
| **Date:** | March 8, 2021 | | |
| **To:** | Council | | |
| **From:** | City Manager | | |
| **Department:** | Development Planning Department | | |
| **Application:** | A20-0005 | **Owner:** | Kelowna Christian School, Inc.No. S14368 |
| **Address:** | 2870 Benvoulin Rd | **Applicant:** | Kent-Macpherson |
| **Subject:** | Non-Farm Use Application | | |
| **Existing OCP Designation:** | EDINST – Educational / Major Institutional | | |
| **Existing Zone:** | P2 – Education and Minor Institutional | | |

## 1.0 Recommendation

THAT Agricultural Land Reserve Appeal No. A20-0005 for Lot 1 District Lot 130 ODYD Plan KAP59724 located at 2870 Benvoulin Road, Kelowna, BC 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;

AND THAT Council directs Staff to forward the subject application to the Agricultural Land Commission for consideration.

## 2.0 Purpose

To support an application to the Agricultural Land Commission for a Non-Farm Use application to permit the construction of an addition onto the existing school.

## 3.0 Development Planning

Development Planning Staff support the proposed Non-Farm Use application for the addition to the existing school. The proposal meets the intent of the Zoning Bylaw and the Official Community Plan, and Staff do not anticipate any negative impacts to the neighbouring agricultural properties. The existing municipal infrastructure can support the increased the expansion, as well as the increased number of students. As Kelowna continues to grow, schools are required to keep up with the demand and this addition will give the school the ability to adequately house all students.

Should the application be supported by Council and approved by the ALC, the applicant will be required to apply for a Development Permit, which would address the form and character of the addition, as well as parking, landscaping and all relevant bylaws.

## 4.0 Proposal

### 4.1 Background

The subject property is a 7.49 acres (3.03ha) property located on Benvoulin Road, near the intersection with KLO Road. The Kelowna Christian School currently operates on the subject property. In 1988, Council supported an application for a non-farm use that was subsequently approved by the Agricultural Land Commission. Following the decision, the property went through Rezoning Application from A1 – Agriculture 1 to P2 – Education and Minor Institutional, an OCP Amendment from Rural/Agricultural to Education/Major Institutional, a Development Permit for the form and character of the school and a Development Variance Permit for the size of the sign. All of these applications were approved by Council in 1997. Ultimately, the school was issued a Building Permit (BP12062) in 1997 for the initial construction. This Building Permit indicated areas of potential expansion. There was another Building Permit (BP15811) issued for the addition of two classrooms and finally another Building Permit (BP21984) four classrooms on the western edge of the building in 2002.

Part of the 1997 application, the school hired consulting engineers who completed a traffic assessment and recommended two separate egresses: one to the north and one to south. This was to restrict two-way turning movements and only allow right turns onto Benvoulin Road. Today, the Development Engineering Department would not permit two accesses as per Bylaw 7900, however, a covenant (KM10315) was placed on Title allowing the two accesses. This covenant only allowed the right-only turn and the associated works were never formally completed. Today, the site still allows two-way turning onto Benvoulin Road. A build-out will be required to be finished, which would complete the covenant plan that would restrict the property to only right turns onto Benvoulin Road.

### 4.2 Project Description

The Kelowna Christian School is looking to amend the existing farm-use for an expansion to the existing school. The school is currently used for students from Grades 6-12 and they are looking for more space to adequately accommodate all current and future students. The full build-out will be an increase of roughly 3,540m$^2$ (38,104ft$^2$) and will be to the North and West sides of the structure. The expansion will require a Level 5 Landscape Buffer to be planted on all borders with the ALR. If successful a Development Permit will be required following this application to address parking, fire access, form and character and landscaping of the proposed addition.

### 4.3 Site Context

The subject property lies within the South Pandosy – KLO OCP Sector. The area is characterized as agricultural, residential, park, commercial and public/institutional. Agricultural, public and park lands surround the site.

Specifically, adjacent land uses are as follows:

| Orientation | Zoning | Land Use |
|---|---|---|
| North | P4 – Utilities and A1 – Agriculture 1 | Fortis BC Site / Agriculture |
| East | A1 – Agriculture 1 | Agriculture |
| South | A1 – Agriculture 1 / RU1 – Large Lot Housing | A1 – Agriculture 1 / RU1 – Large Lot Housing |
| West | A1 – Agriculture 1 | Munson Pond |

**Subject Property Map:** 2870 Benvoulin Road

## 5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Chapter 5: Development Process

**Objective 5.33 Protect and enhance local agriculture Policy .1 Protect Agricultural Land.**

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

- Are consistent with Zoning Bylaw and OCP;
- Provide significant benefits to the local agriculture;
- Can be accommodated using existing municipal infrastructure;
- Minimize impacts on productive agriculture;
- Will not preclude future use of the lands for agriculture;
- Will not harm adjacent farm operation.

## 6.0 Technical Comments

6.1 Development Engineering Department

6.1.1 See attached memorandum dated April 4, 2020

## 7.0 Application Chronology

Date of Application Received: March 27th, 2020

Agricultural Advisory Committee February 25th, 2021

The above noted application was reviewed by the Agricultural Advisory Committee at the meeting held at February 25th, 2021 and the following recommendations were passed:

> THAT the Committee recommend Council support permission from the ALC to amend the existing non-farm use to permit the construction of an existing school.

Anecdotal comments from Agricultural Advisory Committee (AAC) are that they request that the applicant consider a rooftop garden and for them to use green building techniques. In addition, the applicant also considers incorporating curriculum and a scholarship related to agriculture for the students attending the school. The Committee also expressed their difficulty in supporting the application as they view it as a creep of nonfarm use on agricultural land. Concern was raised regarding the lack of long-term strategic plan for agriculture on the property. It is viewed as slow, gradual erosion of agricultural land. Finally, the Committee encouraged discussion with the City on partnering on an active transportation bike path in the immediate area for students to access the school given the traffic congestion in the area.

**Report prepared by:** Tyler Caswell, Planner I

**Reviewed by:** Dean Strachan, Community Planning & Development Manager

**Approved for Inclusion:** Terry Barton, Development Planning Department Manager

**Attachments:**

Attachment A: ALC Non-Farm Use Application

Attachment B: Development Engineering Memo

Attachment C: Conceptual Drawing Package

Attachment D: Landscape Plan

ATTACHMENT A
This forms part of application
# A20-0005
Planner Initials TC
City of Kelowna
DEVELOPMENT PLANNING

# Provincial Agricultural Land Commission - Applicant Submission

**Application ID:** 60618
**Application Status:** Under LG Review
**Applicant:** KELOWNA CHRISTIAN SCHOOL, INC.NO. S14368
**Agent:** Kent-Macpherson
**Local Government:** City of Kelowna
**Local Government Date of Receipt:** 03/20/2020
**ALC Date of Receipt:** This application has not been submitted to ALC yet.
**Proposal Type:** Non-Farm Use
**Proposal:** To amend the existing non-farm use (Resolution #341/88 and Application G-22018) to permit the construction of an addition onto the existing school. The proposal shows the full build-out with an increase of ~3,540 sq m footprint area to the existing school. In addition, updated and improved landscaping buffering is proposed adjacent to neighbouring properties.

## Agent Information

**Agent:** Kent-Macpherson
**Mailing Address:**
304-1708 Dolphin Ave
Kelowna, BC
V1Y 9S4
Canada
**Primary Phone:** (250) 763-2236
**Mobile Phone:** (250) 317-6780
**Email:** jhettinga@kent-macpherson.com

## Parcel Information

### Parcel(s) Under Application

1. **Ownership Type:** Fee Simple
   **Parcel Identifier:** 023-843-438
   **Legal Description:** L 1 DL 130 OSOYOOS DIVISION YALE DISTRICT PL KAP59724
   **Parcel Area:** 3 ha
   **Civic Address:** 2870 Benvoulin Road, Kelowna
   **Date of Purchase:** 10/13/1987
   **Farm Classification:** No
   **Owners**
   1. **Name:** KELOWNA CHRISTIAN SCHOOL, INC.NO. S14368
      **Address:**
      2870 BENVOULIN ROAD
      KELOWNA, BC
      V1W 2E3
      Canada
      **Phone:** (250) 861-3238
      **Email:** mike.hansum@kcschool.ca

ATTACHMENT A
This forms part of application
# A20-0005
Planner Initials TC
City of Kelowna
DEVELOPMENT PLANNING

**Ownership or Interest in Other Lands Within This Community**

1. **Ownership Type:** Fee Simple
   **Parcel Identifier:** 017-322-847
   **Owner with Parcel Interest:** KELOWNA CHRISTIAN SCHOOL, INC.NO. S14368
   **Parcel Area:** 1.9 ha
   **Land Use Type:** Agricultural/Farm
   **Interest Type:** Full Ownership

**Current Use of Parcels Under Application**

**1. Quantify and describe in detail all agriculture that currently takes place on the parcel(s).**
*No agriculture.*

**2. Quantify and describe in detail all agricultural improvements made to the parcel(s).**
*No agricultural improvements.*

**3. Quantify and describe all non-agricultural uses that currently take place on the parcel(s).**
*The site is used for an existing Group 1 Independent School for grades 6 12. In addition, the site has a parking lot and sports field to support the school.*

**Adjacent Land Uses**

## North

**Land Use Type:** Transportation/Utilities
**Specify Activity:** 65% FortisBC Office/Yard, 35% Farm

## East

**Land Use Type:** Transportation/Utilities
**Specify Activity:** 35% FortisBC, 35% Farm, 30% Road

## South

**Land Use Type:** Agricultural/Farm
**Specify Activity:** Farm owned by the applicant

## West

**Land Use Type:** Civic/Institutional
**Specify Activity:** Munson Pond Park

## Proposal

**1. How many hectares are proposed for non-farm use?**
*3 ha*

**2. What is the purpose of the proposal?**
*To amend the existing non-farm use (Resolution #341/88 and Application G-22018) to permit the construction of an addition onto the existing school. The proposal shows the full build-out with an increase of ~3,540 sq m footprint area to the existing school. In addition, updated and improved landscaping buffering is proposed adjacent to neighbouring properties.*

**3. Could this proposal be accommodated on lands outside of the ALR? Please justify why the proposal cannot be carried out on lands outside the ALR.**
*As this application is to utilize the existing services and school, it would not be possible to accommodate this on lands outside of the ALR.*

**4. Does the proposal support agriculture in the short or long term? Please explain.**
*No. This proposal is for the purpose of children's formal education. It is utilizing the existing non-farm use permitted on the subject property and expanding the capacity of the school.*

**5. Do you need to import any fill to construct or conduct the proposed Non-farm use?**
*Yes*

**Proposal dimensions**

**Total fill placement area (to one decimal place)** *0.4 ha*
**Maximum depth of material to be placed as fill** *1 m*
**Volume of material to be placed as fill** *4000 $m^3$*
**Estimated duration of the project.** *1 Years*

**Describe the type and amount of fill proposed to be placed.**
*Fill type and quality will be determined by a qualified geotechnical engineer at time of construction.*

**Briefly describe the origin and quality of fill.**
*Fill type and quality will be determined by a qualified geotechnical engineer at time of construction.*

## Applicant Attachments

- Agent Agreement - Kent-Macpherson
- Proposal Sketch - 60618
- Other correspondence or file information - Landscape Plan
- Other correspondence or file information - 1988 ALC Approval
- Certificate of Title - 023-843-438

## ALC Attachments

None.

## Decisions

None.

ATTACHMENT A
This forms part of application
# A20-0005
City of Kelowna
DEVELOPMENT PLANNING
Planner Initials TC

ATTACHMENT B
This forms part of application
# A20-0005
Planner Initials TC
City of Kelowna
DEVELOPMENT PLANNING

# CITY OF KELOWNA
# MEMORANDUM

**Date:** April 4, 2020

**File No.:** A20-0005

**To:** Land Use Planning Manager (WM)

**From:** Development Engineering Manager (JK)

**Subject:** 2870 Benvoulin Rd.

---

Development Engineering has the following comments at this point in time with regard to this application to amend the existing non-farm use to permit the construction of an addition onto the existing school.

**Potential requirements are provided for information only and are subject to the policies in effect at the time when a formal building permit application is made by the owners.**

1. General

   a) The following requirements are valid for two (2) years from the reference date of this memo, or until the application has been closed, whichever occurs first. The City of Kelowna reserves the rights to update/change some or all items in this memo once these time limits have been reached.

2. Site Related Issues

   a) The property currently has three driveways. The City requires one of the three driveways to be closed and replaced with barrier curb, sidewalk and landscaped boulevard. The City would prefer the middle driveway to be removed.

3. Sanitary Sewer.

   a) This subject property currently has a sanitary sewer main and easement running along the north and east property line. This must be kept clear with no encroaching structures. Currently there looks to be one shed that has already encroached onto the easement.

   b) Vehicle access to the manholes and main along the SROW must not be restricted in any way.

   c) Any trees impacting the sanitary main will need to be removed.

   d) There will be no additional sewer services for this addition.

   e) The owners should be aware of the future (2050) location of a wastewater treatment facility on 1509-1639 Byrns Rd.

James Kay

James Kay, P.Eng.
Development Engineering Manager
AS

ATTACHMENT C

This forms part of application

# A20-0005

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING

MQN ARCHITECTS

SITE

KELOWNA CHRISTIAN SCHOOL
2870 Benvoulin Rd, Kelowna, BC

DRAWING: A101.1
PROJECT: 19357
DATE: 2019/11/21
SCALE: 1 : 480

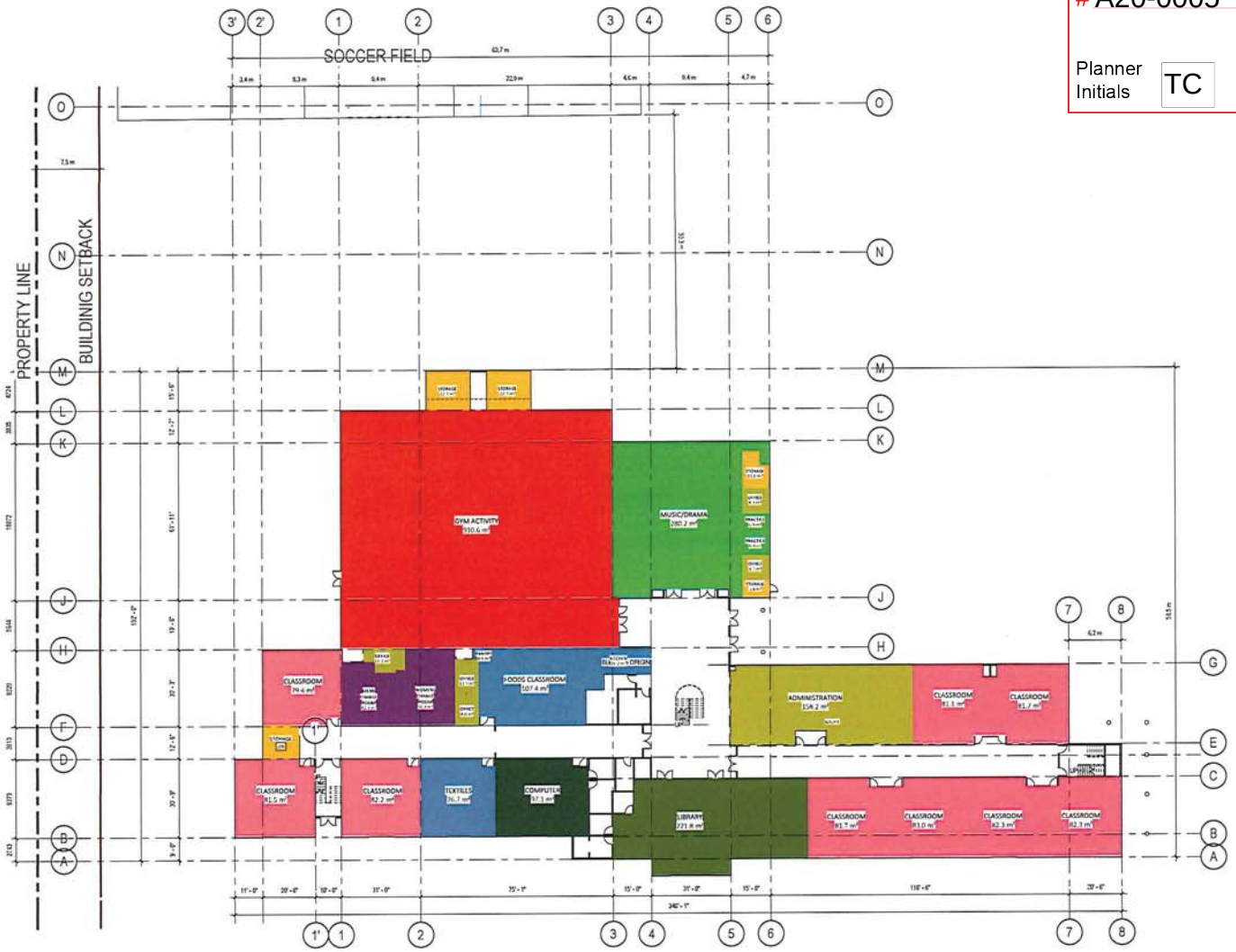
ATTACHMENT C

This forms part of application

# A20-0005

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING




Department Legend

- ADMINISTRATION
- FINE ARTS
- GENERAL INSTRUCTION
- GENERAL STORAGE
- GYM ACTIVITY
- GYM ANCILLARY
- HOME ECONOMICS
- MEDIA/TECH CENTRE
- MULTIPURPOSE

1 MAIN FLOOR- EXISTING
SCALE 1 : 240

MQN ARCHITECTS

MAIN FLOOR - EXISTING BUILDING

KELOWNA CHRISTIAN SCHOOL
2870 Benvoulin Rd, Kelowna, BC

DRAWING: A101.3
PROJECT: 19357
DATE: 2019/11/21
SCALE: 1 : 240

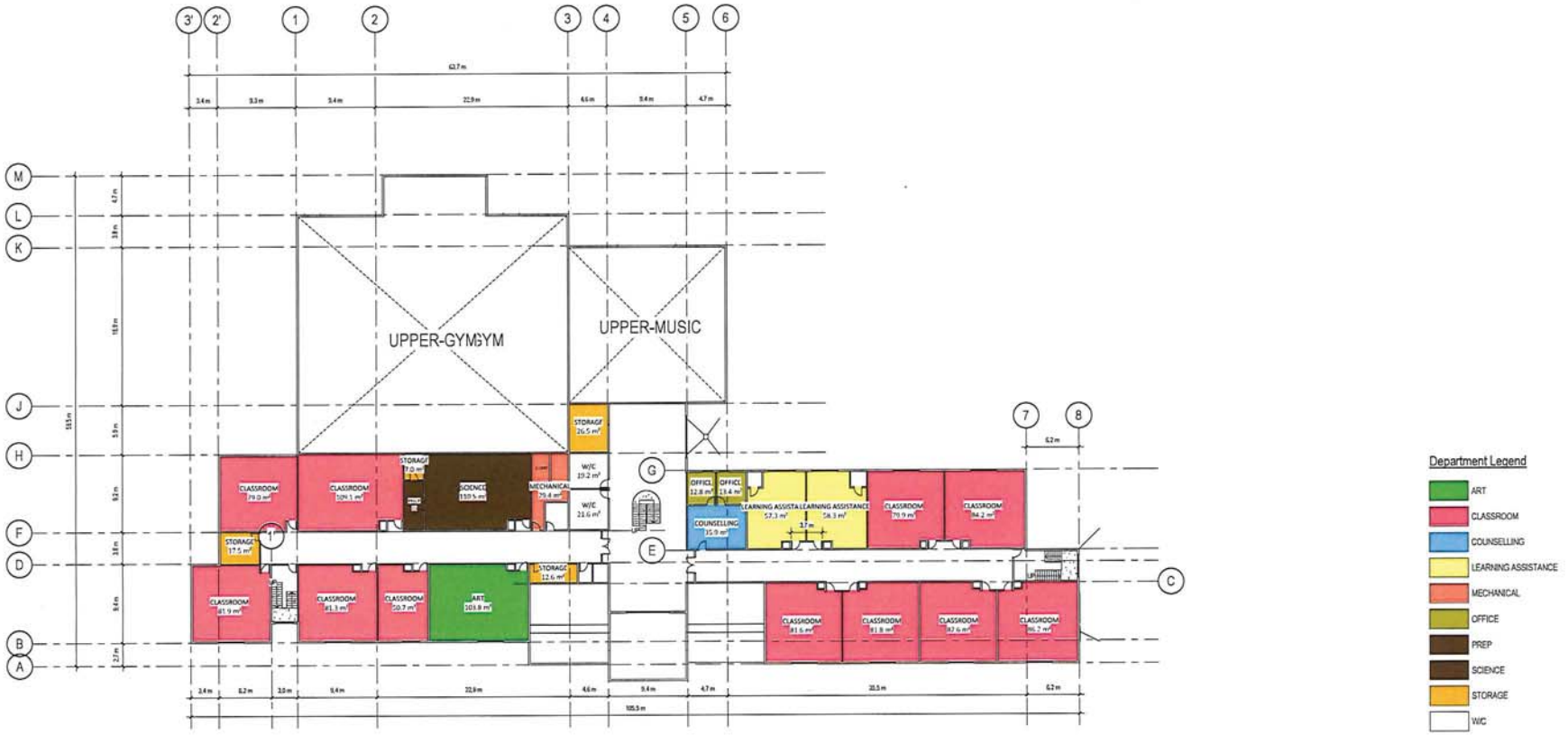
ATTACHMENT C

This forms part of application

# A20-0005

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING




1 SECOND FLOOR- EXISTING
SCALE 1 : 240

IMQN ARCHITECTS

SECOND FLOOR - EXISTING BUILDING

KELOWNA CHRISTIAN SCHOOL
2870 Benvoulin Rd, Kelowna, BC

DRAWING: A101.4
PROJECT: 19357
DATE: 2019/11/21
SCALE: 1 : 240

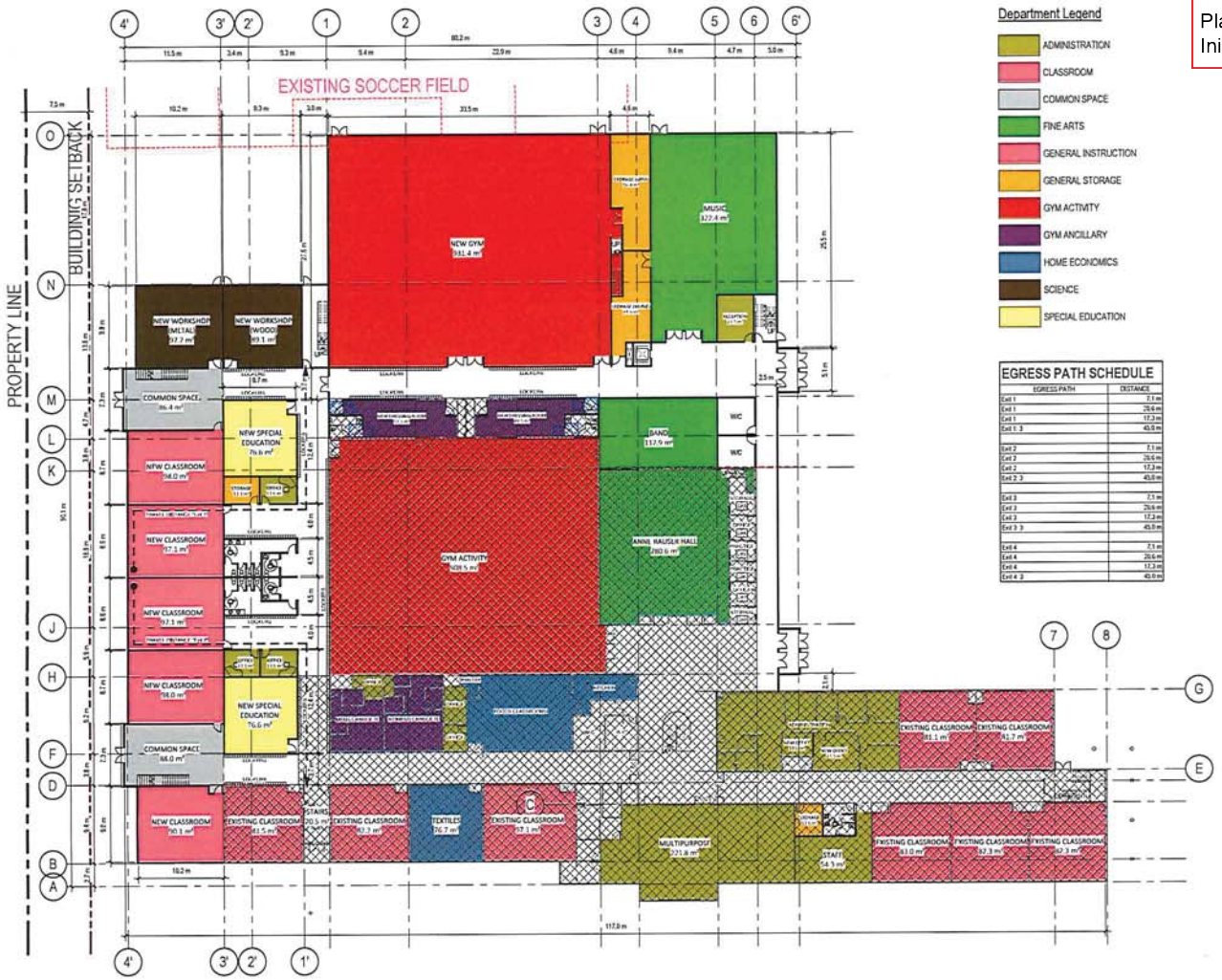
ATTACHMENT C

This forms part of application

# A20-0005

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING



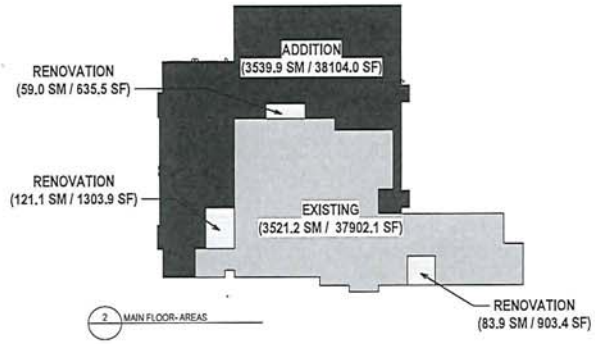

1 MAIN FLOOR- RENOVATION
SCALE: 1 : 250

Department Legend

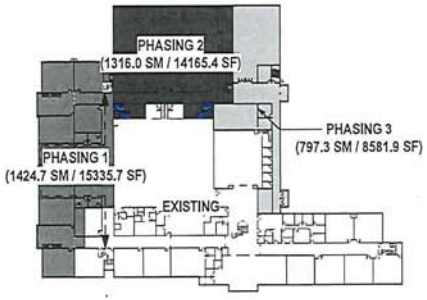
- ADMINISTRATION
- CLASSROOM
- COMMON SPACE
- FINE ARTS
- GENERAL INSTRUCTION
- GENERAL STORAGE
- GYM ACTIVITY
- GYM ANCILLARY
- HOME ECONOMICS
- SCIENCE
- SPECIAL EDUCATION

EGRESS PATH SCHEDULE

| EGRESS PATH | DISTANCE |
|---|---|
| Exit 1 | 7.1 m |
| Exit 1 | 20.6 m |
| Exit 1 | 17.3 m |
| Exit 1 3 | 45.0 m |
| Exit 2 | 7.1 m |
| Exit 2 | 20.6 m |
| Exit 2 | 17.3 m |
| Exit 2 3 | 45.0 m |
| Exit 3 | 7.1 m |
| Exit 3 | 20.6 m |
| Exit 3 | 17.3 m |
| Exit 3 3 | 45.0 m |
| Exit 4 | 7.1 m |
| Exit 4 | 20.6 m |
| Exit 4 | 17.3 m |
| Exit 4 3 | 45.0 m |




2 MAIN FLOOR- AREAS




3 MAIN FLOOR- PHASING
SCALE: 1 : 750

IMQN ARCHITECTS

MAIN FLOOR - RENOVATION

KELOWNA CHRISTIAN SCHOOL
2870 Benvoulin Rd, Kelowna, BC

DRAWING: A101.5
PROJECT: 19357
DATE: 2019/11/21
SCALE: As indicated

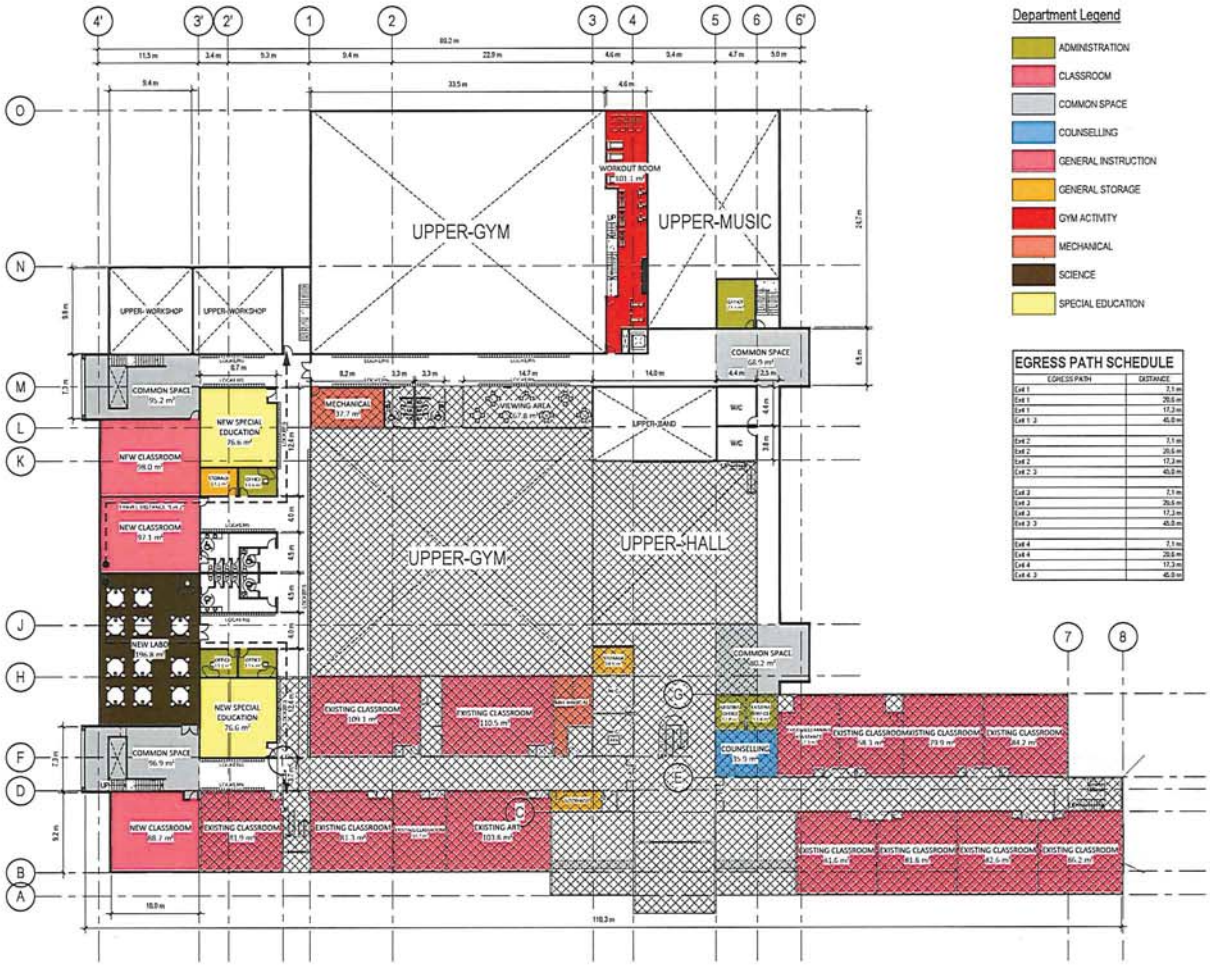
ATTACHMENT C

This forms part of application

# A20-0005

City of Kelowna
DEVELOPMENT PLANNING

Planner Initials TC



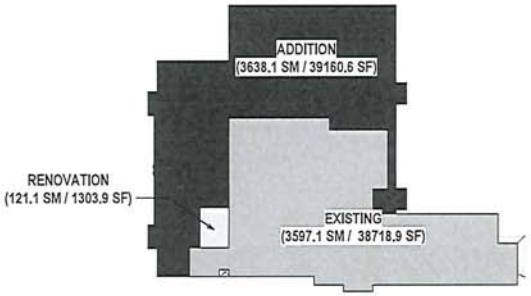

1 SECOND FLOOR- RENOVATION
SCALE 1 : 250

Department Legend

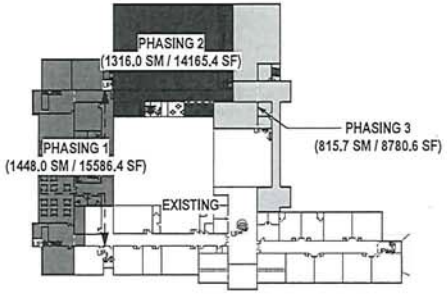
- ADMINISTRATION
- CLASSROOM
- COMMON SPACE
- COUNSELLING
- GENERAL INSTRUCTION
- GENERAL STORAGE
- GYM ACTIVITY
- MECHANICAL
- SCIENCE
- SPECIAL EDUCATION

EGRESS PATH SCHEDULE

| EGRESS PATH | DISTANCE |
|---|---|
| Exit 1 | 7.1 m |
| Exit 1 | 29.6 m |
| Exit 1 | 17.3 m |
| Exit 1 3 | 45.0 m |
| | |
| Exit 2 | 7.1 m |
| Exit 2 | 29.6 m |
| Exit 2 | 17.3 m |
| Exit 2 3 | 45.0 m |
| | |
| Exit 3 | 7.1 m |
| Exit 3 | 29.6 m |
| Exit 3 | 17.3 m |
| Exit 3 3 | 45.0 m |
| | |
| Exit 4 | 7.1 m |
| Exit 4 | 29.6 m |
| Exit 4 | 17.3 m |
| Exit 4 3 | 45.0 m |




2 SECOND FLOOR- AREAS
SCALE 1 : 750




3 SECOND FLOOR- PHASING
SCALE 1 : 750

MQN ARCHITECTS

SECOND FLOOR - RENOVATION

KELOWNA CHRISTIAN SCHOOL
2870 Benvoulin Rd, Kelowna, BC

DRAWING: A101.6
PROJECT: 19357
DATE: 2019/11/21
SCALE: As indicated

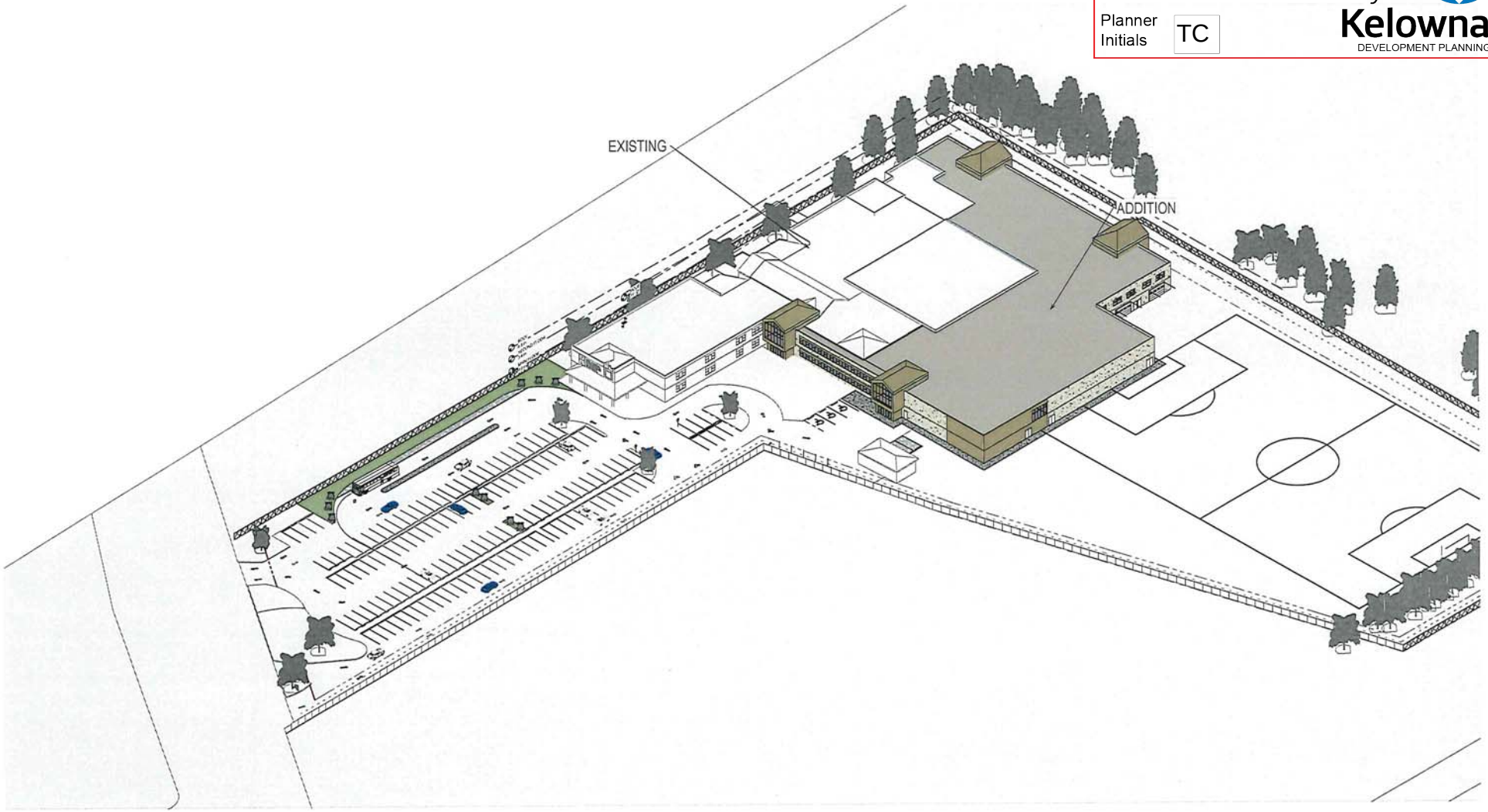
ATTACHMENT C

This forms part of application

# A20-0005

City of Kelowna
DEVELOPMENT PLANNING

Planner Initials TC




IMQN ARCHITECTS

3D VIEW-ADDITION

KELOWNA CHRISTIAN SCHOOL
2870 Benvoulin Rd, Kelowna, BC

DRAWING: A101.8
PROJECT: 19357
DATE: 2019/11/21
SCALE:

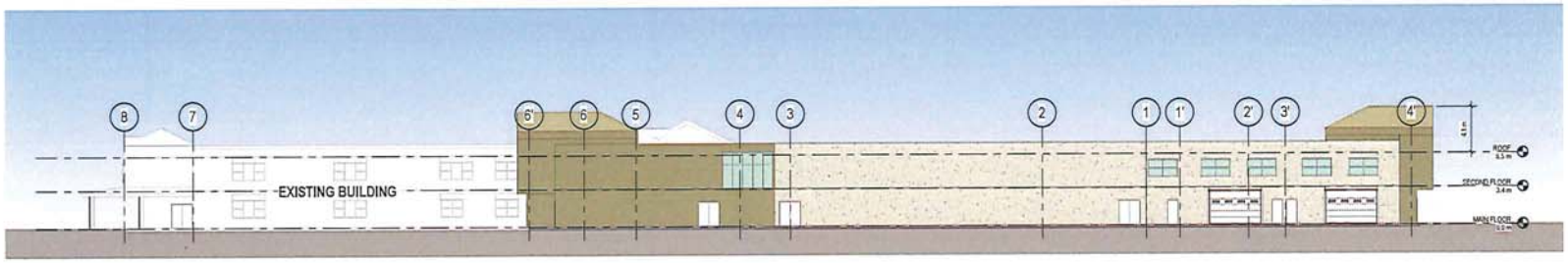
ATTACHMENT C

This forms part of application

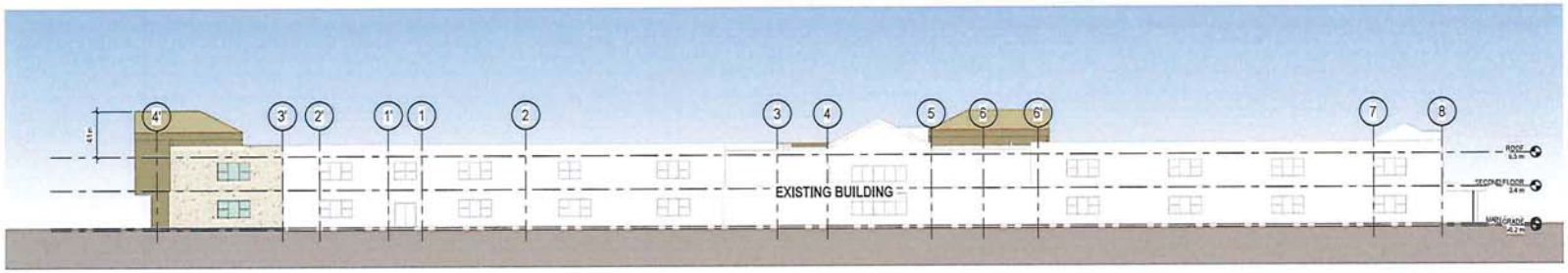
# A20-0005

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING




1 NORTH ELEVATION
SCALE: 1 : 200




2 SOUTH ELEVATION
SCALE: 1 : 200

IMQN ARCHITECTS

ELEVATION

KELOWNA CHRISTIAN SCHOOL
2870 Benvoulin Rd, Kelowna, BC

DRAWING: A101.12
PROJECT: 19357
DATE: 2019/11/21
SCALE: 1 : 200

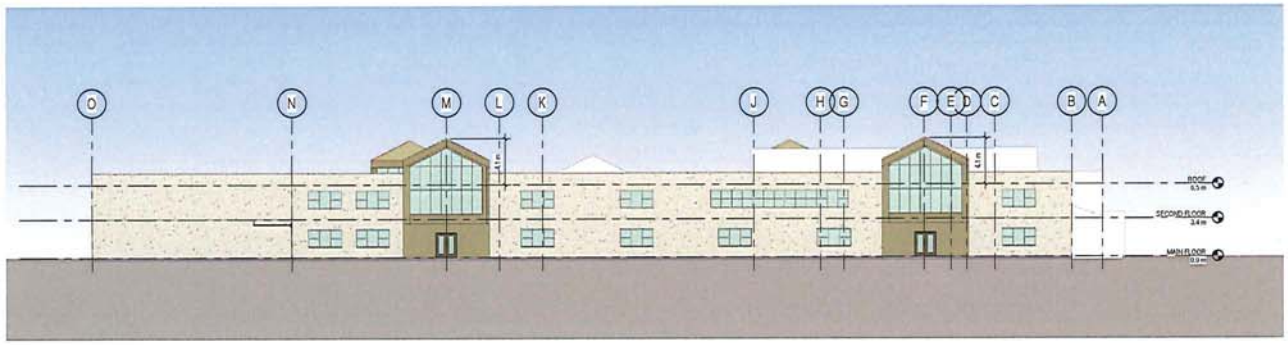
ATTACHMENT C

This forms part of application

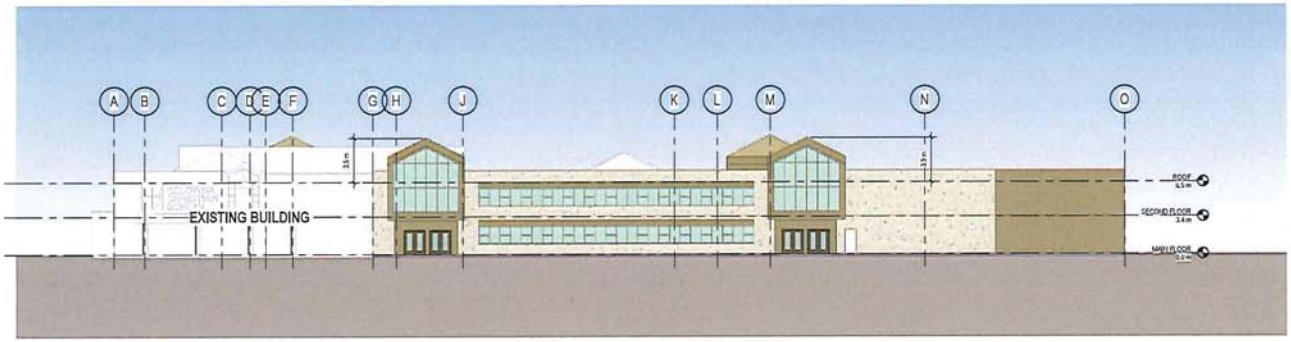
# A20-0005

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING




1 WEST ELEVATION
SCALE: 1 : 200




2 EAST ELEVATION
SCALE: 1 : 200

IMQN ARCHITECTS

ELEVATION

KELOWNA CHRISTIAN SCHOOL
2870 Benvoulin Rd, Kelowna, BC

DRAWING: A101.13
PROJECT: 19357
DATE: 2019/11/21
SCALE: 1 : 200

ATTACHMENT C

This forms part of application

# A20-0005

City of Kelowna
DEVELOPMENT PLANNING

Planner Initials TC

MQN ARCHITECTS

EXTERIOR VIEW

KELOWNA CHRISTIAN SCHOOL
2870 Benvoulin Rd, Kelowna, BC

DRAWING: A101.14
PROJECT: 19357
DATE: 2019/11/21
SCALE:

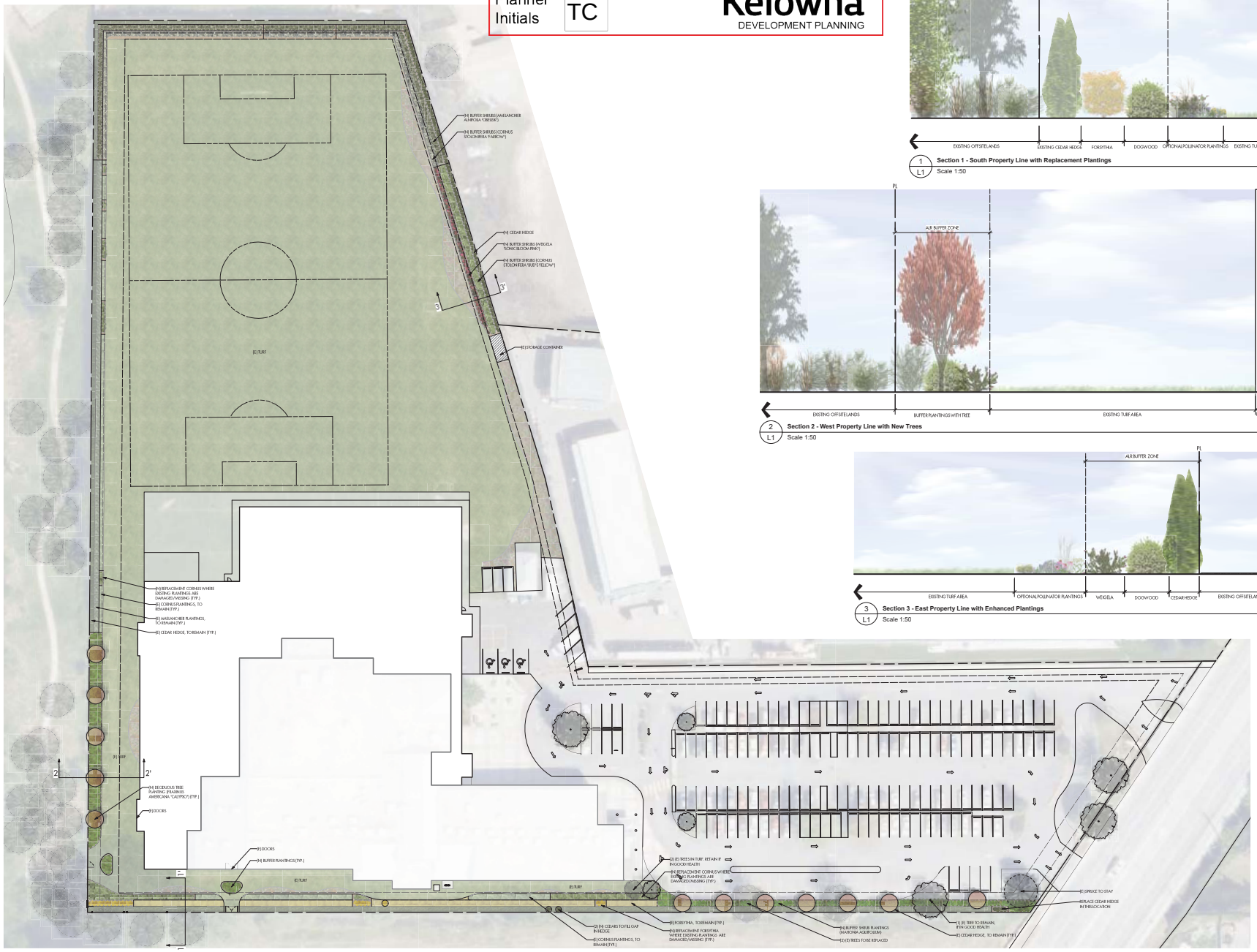
ATTACHMENT D

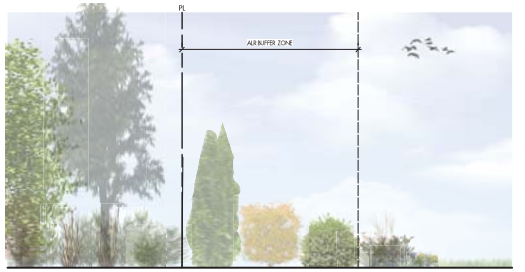
This forms part of application

# A20-0005

Planner Initials TC

City of Kelowna
DEVELOPMENT PLANNING




1 L1 **Section 1 - South Property Line with Replacement Plantings**
Scale 1:50




2 L1 **Section 2 - West Property Line with New Trees**
Scale 1:50




3 L1 **Section 3 - East Property Line with Enhanced Plantings**
Scale 1:50


OUTLAND DESIGN
LANDSCAPE ARCHITECTURE
303-590 KLO Road
Kelowna, BC V1Y 7S2
T (250) 868-9270
www.outlanddesign.ca


N

PROJECT TITLE
**KELOWNA CHRISTIAN SCHOOL**
Kelowna, BC

DRAWING TITLE
**CONCEPTUAL ALR BUFFER PLAN**

| ISSUED FOR / REVISION | | |
|---|---|---|
| 1 | 20.02.05 | review |
| 2 | 20.12.23 | review |
| 3 | | |
| 4 | | |
| 5 | | |

| | |
|---|---|
| PROJECT NO. | 20-016 |
| DESIGN BY | RW |
| DRAWN BY | NG |
| CHECKED BY | FB |
| DATE | DEC. 23, 2020 |
| SCALE | 1:300 |
| PAGE SIZE | 24x42 |

SEAL

BRITISH COLUMBIA REGISTERED MEMBER FIONA BARTON 334 LANDSCAPE ARCHITECT

DRAWING NUMBER
L1/1

**ISSUED FOR REVIEW ONLY**


Copyright Reserved. This drawing is the property of Outland Design Landscape Architecture. Unauthorized duplication or reproduction, reuse, or tendered without permission.

# A20-0005
# 2870 Benvoulin Road

Non-Farm Use Application

# Proposal

- The application is for an ALC Non-Farm Use for the construction of an addition onto the existing school.

# Development Process

City of Kelowna

Mar 27th, 2020 — Development Application Submitted

↓

Staff Review & Circulation

↓

Feb 25th, 2021 — Agricultural Advisory Committee

↓

Mar 8th, 2021 — Council Consideration

↓

Agricultural Land Commission Consideration

↓

TFWH Permit Issuance and Building Permit

Council Approvals

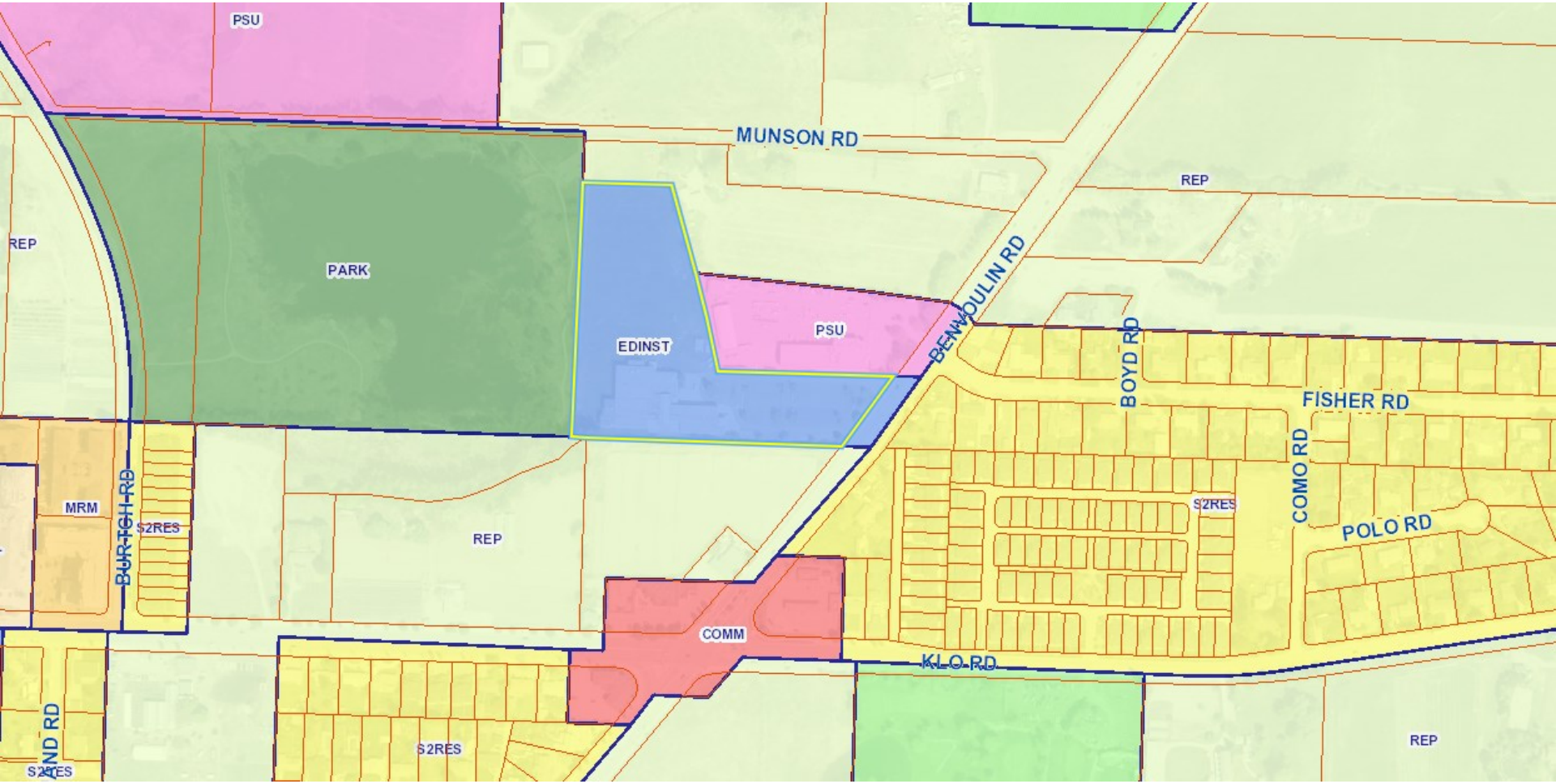
If proposal is supported by Council & the ALC

# Context Map

MUNSON RD
BENVOULIN RD
BOYD RD
FISHER RD
COMO RD
POLO RD
BURTCH RD
KLO RD

# Agricultural Land Reserve

# OCP – Future Land Use



# Subject Property

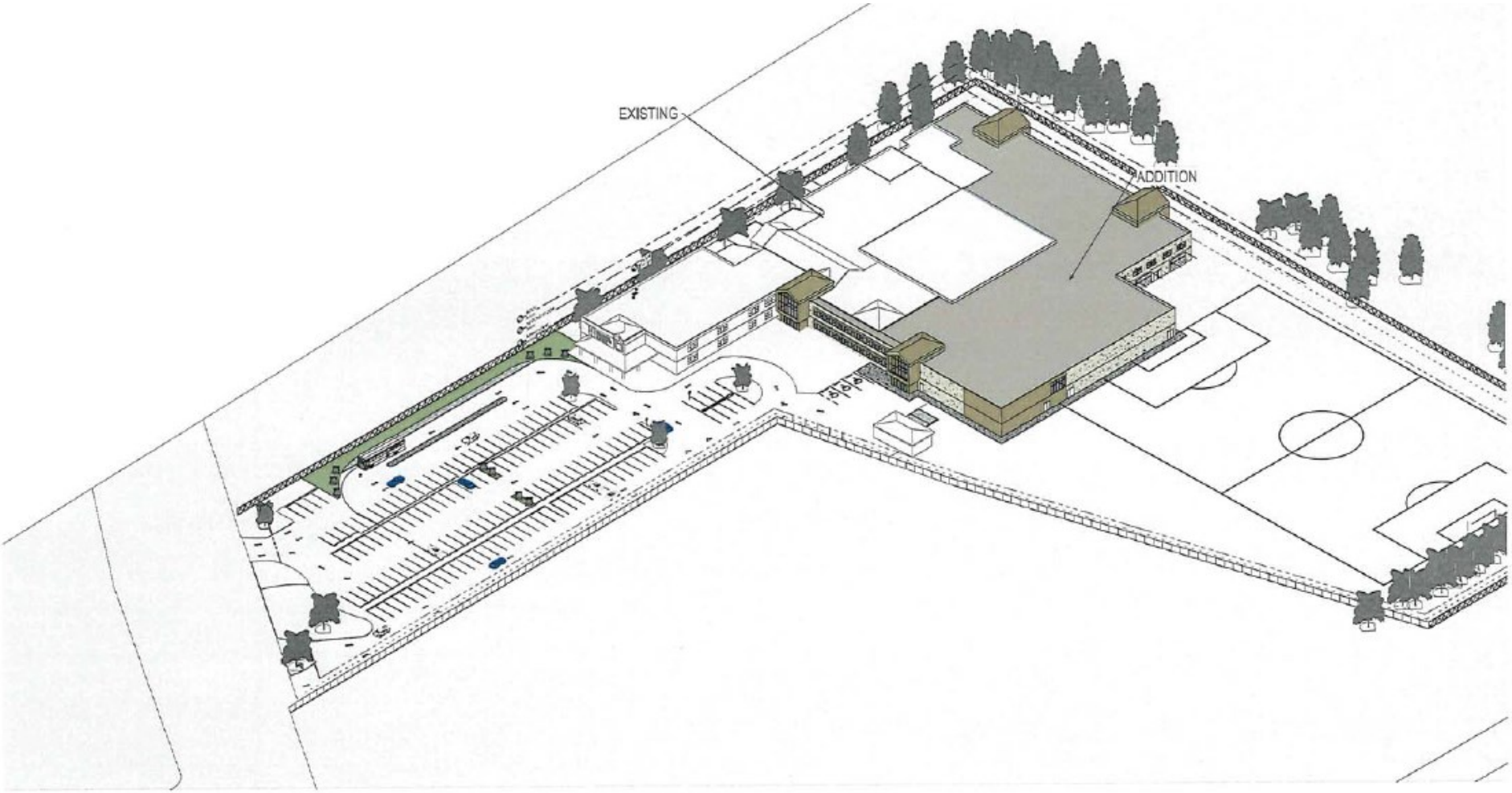
# Site History

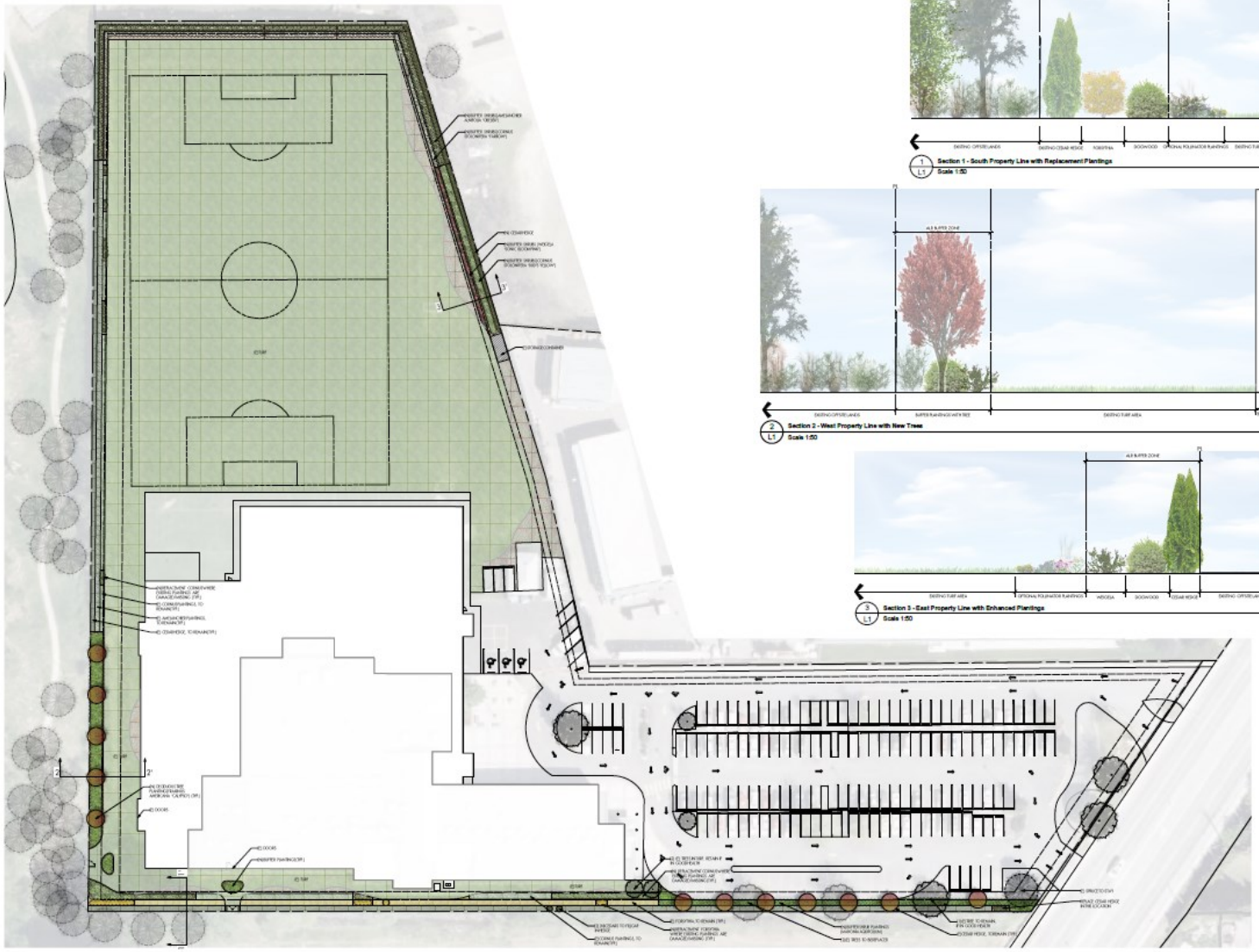
- In 1988, Council and the ALC supported a non-farm use application for the school.
- In 1997, a Rezoning, an OCP Amendment, a Development Permit and a Development Variance Permit applications, were approved for the school
- Two additional Building Permit's were issued for extensions to the school.

# Project Details

- The Non-Farm Use Application is to allow for an extension to the existing school
- The full buildout will be an increase of 3,540m2 (38,104ft2) to the North and West side.
- Development Permit would be required for the form and character and bylaw compliance.

BENVOULIN RD.
N


EXISTING
ADDITION



1 L1 Section 1 - South Property Line with Replacement Plantings
Scale 1:50



2 L1 Section 2 - West Property Line with New Trees
Scale 1:50



3 L1 Section 3 - East Property Line with Enhanced Plantings
Scale 1:50

# Non-Farm Use Applications

- Official Community Plan provides support for non-farm use applications where the proposal meets:
  - i. Consistent with the Zoning Bylaw and OCP;
  - ii. provides significant benefits to local agriculture;
  - iii. can be accommodated using existing municipal infrastructure;
  - iv. minimizes impacts on productive agricultural lands;
  - v. will not preclude future use of the lands for agriculture; and,
  - vi. will not harm adjacent farm operations

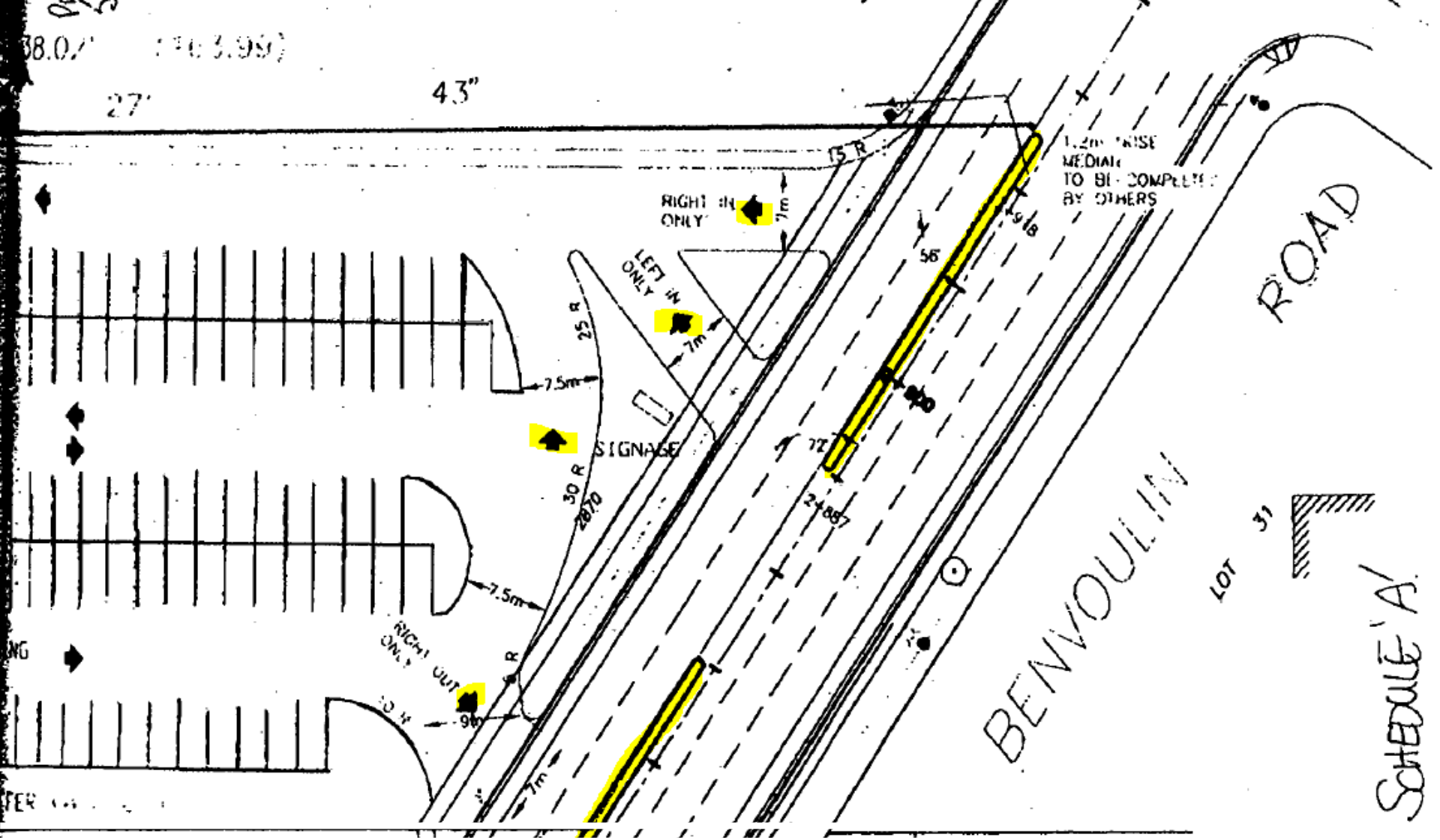
# AAC Recommendation

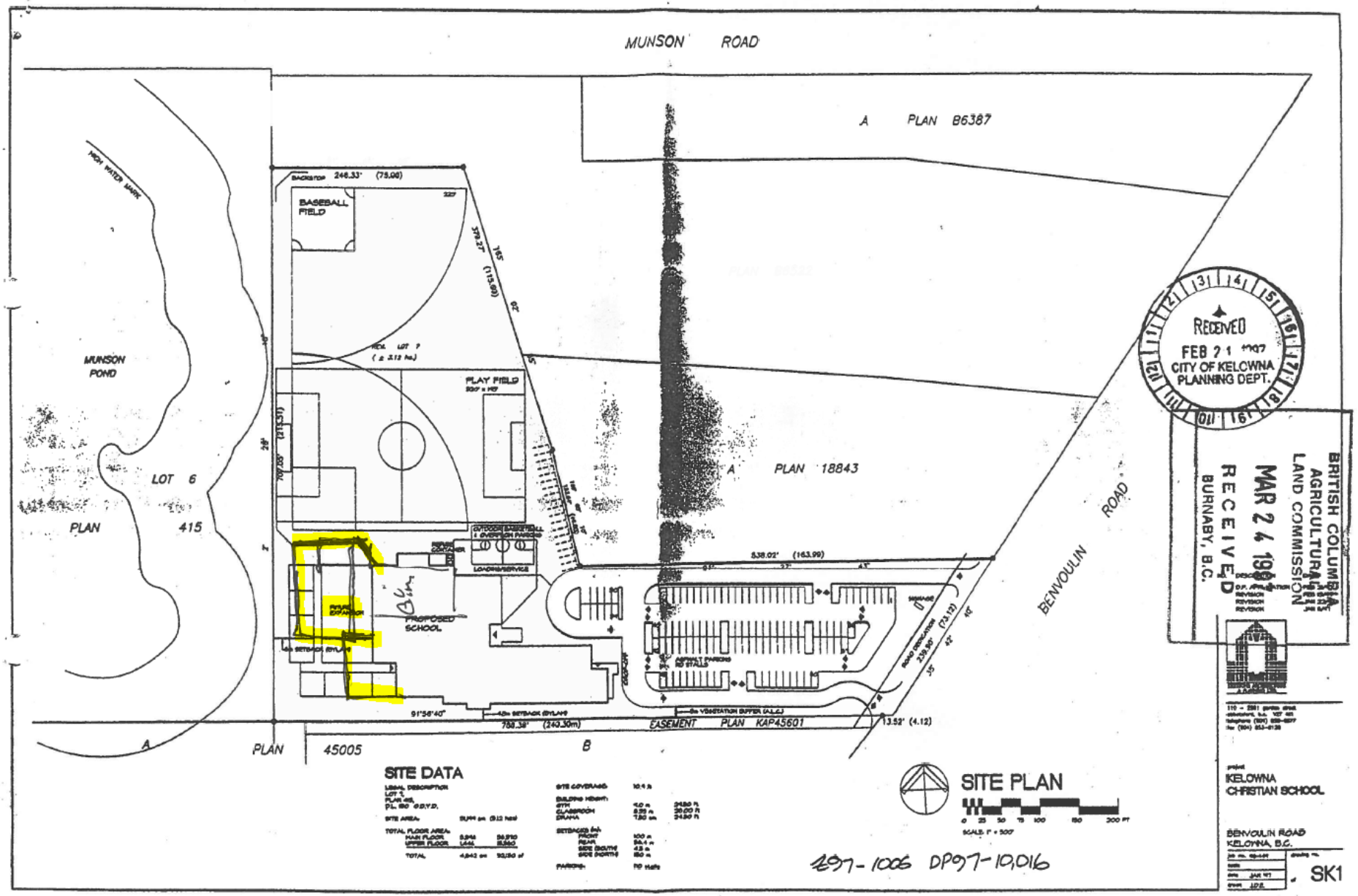
- The AAC Meeting on February 25th, 2021 recommended to Council that is supported the proposed Non-Farm Use.

# Staff Recommendation

- Staff are recommending support for the proposed non-farm use:
  - Meets the intent of Zoning Bylaw and OCP;
  - No negative implications to neighbouring agriculture are anticipated;
  - School expansion important to provide adequate space for existing and future students.

*Conclusion of Staff Remarks*


43"
27'
RIGHT IN ONLY
LEFT IN ONLY
SIGNAGE
RIGHT OUT ONLY
7.5m
7m
15 R
25 R
30 R
56'
72'
ROAD
BENVOULIN
LOT 31
SCHEDULE 'A'


MUNSON ROAD
A PLAN B6387
HIGH WATER MARK
MUNSON POND
LOT 6
PLAN 415
BASEBALL FIELD
PLAY FIELD
A PLAN 18843
BENVOULIN ROAD
PROPOSED SCHOOL
EASEMENT PLAN KAP45601
A PLAN 45005 B
SITE DATA
SITE PLAN
SCALE: 1" = 50'
97-1006 DP97-10,016
RECEIVED
FEB 21 1997
CITY OF KELOWNA
PLANNING DEPT.
BRITISH COLUMBIA
AGRICULTURAL
LAND COMMISSION
MAR 24 1997
RECEIVED
BURNABY, B.C.
KELOWNA
CHRISTIAN SCHOOL
BENVOULIN ROAD
KELOWNA, B.C.
SK1

# REPORT TO COUNCIL

| | | | |
|---|---|---|---|
| **Date:** | March 8, 2021 | | |
| **To:** | Council | | |
| **From:** | City Manager | | |
| **Department:** | Development Planning | | |
| **Application:** | Z21-0006 | **Owner:** | Multiple Owners |
| **Address:** | Multiple Addresses | **Applicant:** | City of Kelowna |
| **Subject:** | Rezoning Application | | |

## 1.0 Recommendation

THAT Rezoning Application No. Z21-0006 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of multiple properties, as indicated on Schedule 'A' and shown on Maps "A" to "J" attached to the Report from the Development Planning Department dated March 8, 2021, 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 FURTHER THAT final adoption of the Rezoning Bylaw be considered subsequent to the approval of the Ministry of Transportation and Infrastructure.

## 2.0 Purpose

To rezone multiple properties to correct boundary discrepancies or resolve zoning inconsistencies, and to waive the Public Hearing.

## 3.0 Development Planning

Staff have identified multiple properties that require rezoning and are bringing forward these proposed amendments to resolve the inconsistencies. The discrepancies are typically the result of either the subdivision of properties occurring separately from a rezoning or oversights from previous applications. These amendments will align zoning boundaries with lot lines to resolve these inconsistencies. One property (916 Tataryn Rd) included in Schedule 'A' does not have a corresponding map, as it is not stratified, and the entire lot is proposed to be rezoned.

In accordance with Section 466(7) of the Local Government Act, notices will not be mailed to property owners or residents of the subject properties and direct neighbourhood notification was not carried out. Notices will

be posted in the newspaper in accordance with other requirements of the Local Government Act Section 466.

**Report prepared by:** Kimberly Brunet, Planner II
**Reviewed by:** Jocelyn Black, Urban Planning Manager
**Approved for Inclusion:** Terry Barton, Development Planning Department Manager

**Attachments:**

Schedule A: Proposed Zonings

Map A: 415, 417, 437, 439, 457, 459, 477 & 479 Carnoustie Drive

Map B: 401 Glenmore Road (Units 100, 200, 201, 202 & 203)

Map D: 2271 Harvey Avenue

Map E: 1664 & 1666 Kloppenburg Road

Map F: 3477 – 3499 Lakeshore Road

Map G: 2115 Scenic Road

Map H: 2885, 3015, 3035, 3085 Shayler Road

Map I: 3151, 3171, 3191, 3221 Shayler Road

Map J: 1501 Tower Ranch Drive

SCHEDULE A
This forms part of application
# Z21-0006
Planner Initials KB
City of Kelowna
DEVELOPMENT PLANNING

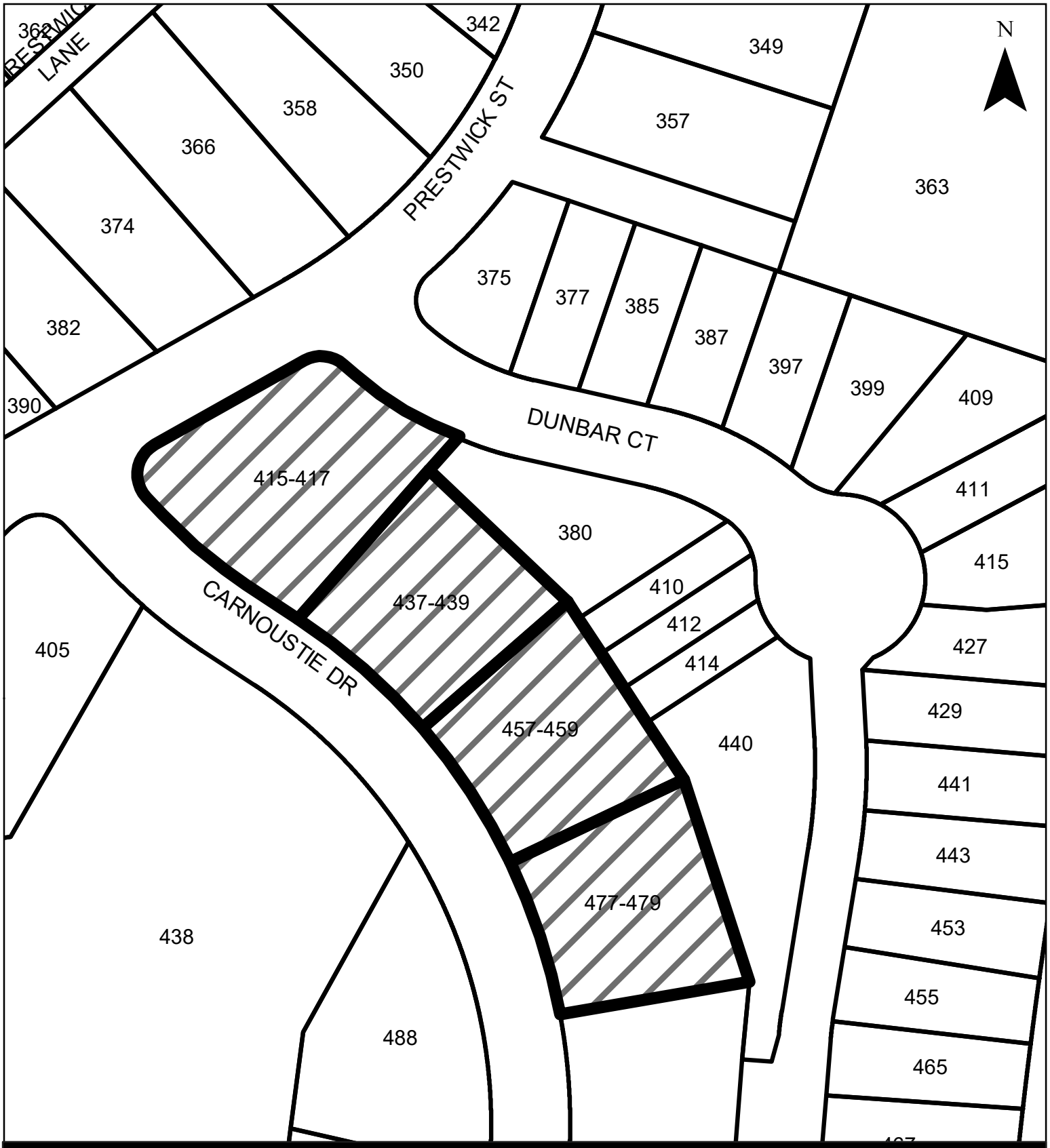
# Schedule A – Proposed Zonings

| Legal Description | Civic Address | Existing Zone | Proposed Zone | Map No. |
|---|---|---|---|---|
| STRATA LOT A SECTION 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS6756 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | 415 Carnoustie Drive | RU6h - Two Dwelling Housing (Hillside Area) | RU6 – Two Dwelling Housing | A |
| STRATA LOT B SECTION 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS6756 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | 417 Carnoustie Drive | RU6h - Two Dwelling Housing (Hillside Area) | RU6 – Two Dwelling Housing | A |
| STRATA LOT 1 SECTION 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS2844 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | 437 Carnoustie Drive | RU6h - Two Dwelling Housing (Hillside Area) | RU6 – Two Dwelling Housing | A |
| STRATA LOT 2 SECTION 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS2844 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | 439 Carnoustie Drive | RU6h - Two Dwelling Housing (Hillside Area) | RU6 – Two Dwelling Housing | A |
| STRATA LOT 1 SECTION 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS1697 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | 457 Carnoustie Drive | RU6h - Two Dwelling Housing (Hillside Area) | RU6 – Two Dwelling Housing | A |
| STRATA LOT 2 SECTION 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS1697 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | 459 Carnoustie Drive | RU6h - Two Dwelling Housing (Hillside Area) | RU6 – Two Dwelling Housing | A |
| STRATA LOT 1 SECTON 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS2574 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | 477 Carnoustie Drive | RU6h - Two Dwelling Housing (Hillside Area) | RU6 – Two Dwelling Housing | A |
| STRATA LOT 2 SECTON 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS2574 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | 479 Carnoustie Drive | RU6h - Two Dwelling Housing (Hillside Area) | RU6 – Two Dwelling Housing | A |

Revised Date: 2021-02-17

| | | | | |
|---|---|---|---|---|
| STRATA LOT 1 SECTION 32 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS3545 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | 100 – 401 Glenmore Road | C3 – Community Commercial | C3rcs – Community Commercial (Retail Cannabis Sales) | B |
| STRATA LOT 2 SECTION 32 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS3545 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | 201 – 401 Glenmore Road | C3 – Community Commercial | C3rcs – Community Commercial (Retail Cannabis Sales) | B |
| STRATA LOT 3 SECTION 32 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS3545 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | 202 – 401 Glenmore Road | C3 – Community Commercial | C3rcs – Community Commercial (Retail Cannabis Sales) | B |
| STRATA LOT 4 SECTION 32 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS3545 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | 203 – 401 Glenmore Road | C3 – Community Commercial | C3rcs – Community Commercial (Retail Cannabis Sales) | B |
| STRATA LOT 5 SECTION 32 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS3545 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V | 200 – 401 Glenmore Road | C3 – Community Commercial | C3rcs – Community Commercial (Retail Cannabis Sales) | B |
| PORTION OF LOT 1 DISTRICT LOTS 127 AND 4646 OSOYOOS DIVISION YALE DISTRICT PLAN KAP47934 | 2271 Harvey Avenue | C6 – Regional Commercial | C6rls – Regional Commercial (Retail Liquor Sales) | D |
| STRATA LOT 1 SECTION 13 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS2766 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOY AS SHOWN ON FORM V | 1664 Kloppenburg Road | RU6h - Two Dwelling Housing (Hillside Area) | RU6 – Two Dwelling Housing | E |
| STRATA LOT 2 SECTION 13 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS2766 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOY AS SHOWN ON FORM V | 1666 Kloppenburg Road | RU6h - Two Dwelling Housing (Hillside Area) | RU6 – Two Dwelling Housing | E |
| PORTION OF LOT A DISTRICT LOT 134 OSOYOOS DIVISION YALE DISTRICT PLAN EPP65105 | 3477 – 3499 Lakeshore Road | P4 - Utilities | C4 - Urban Centre Commercial | F |
| PORTION OF LOT 1 SECTION 9 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP89629 | 2115 Scenic Road | RU6 – Two Dwelling Housing | A1 – Agriculture 1 | G |
| PORTION OF LOT 8 SECTIONS 20 AND 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP88870 | 2885 Shayler Road | RR1 - Rural Residential 1 | RR3 - Rural Residential 3 | H |
| PORTION OF LOT 9 SECTIONS 20 AND 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP88870 | 3015 Shayler Road | RR1 - Rural Residential 1 | RR3 - Rural Residential 3 | H |

| | | | | |
|---|---|---|---|---|
| PORTION OF LOT 10 SECTIONS 20 AND 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP88870 | 3035 Shayler Road | RR1 - Rural Residential 1 | RR3 - Rural Residential 3 | H |
| PORTION OF LOT 11 SECTIONS 20 AND 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP88870 | 3085 Shayler Road | RR1 - Rural Residential 1 | RR3 - Rural Residential 3 | H |
| PORTION OF LOT 12 SECTIONS 20 AND 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP88870 | 3151 Shayler Road | RR1 - Rural Residential 1 | RR3 - Rural Residential 3 | I |
| PORTION OF LOT A SECTION 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN EPP24038 | 3171 Shayler Road | RR1 - Rural Residential 1 | RR3 - Rural Residential 3 | I |
| PORTION OF LOT B SECTION 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN EPP24038 | 3191 Shayler Road | RR1 - Rural Residential 1 | RR3 - Rural Residential 3 | I |
| PORTION OF LOT 15 SECTIONS 20 AND 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP88870 | 3221 Shayler Road | RR1 - Rural Residential 1 | RR3 - Rural Residential 3 | I |
| LOT B SECTION 22 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN 25630 | 916 Tataryn Road | RU1 – Large Lot Housing | RU1c – Large Lot Housing with Carriage House | N/A |
| PORTION OF LOT 2 SECTION 31 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT PLAN EPP66533 | 1501 Tower Ranch Drive | RU5 - Bareland Strata Housing | P3 - Parks & Open Space | J |




# MAP "A" PROPOSED ZONING
File: Z21-0006

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

Subject Properties

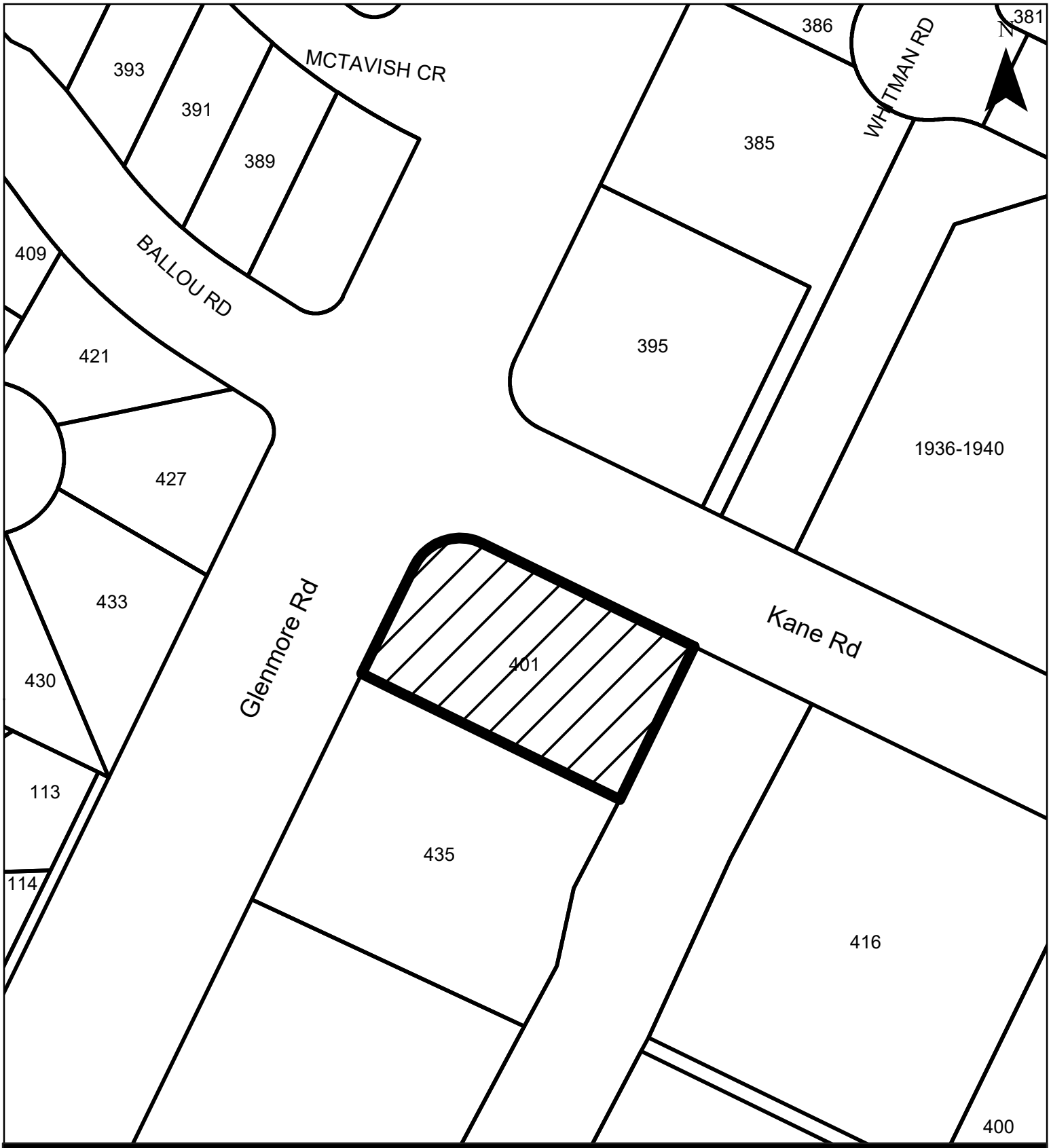
RU6H - Two Dwelling Housing (Hillside Area) to RU6 - Two Dwelling Housing

0 12.5 25 Metres

Rev. 2/11/2021

City of Kelowna

KB




# MAP "B" PROPOSED ZONING
File: Z21-0006

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

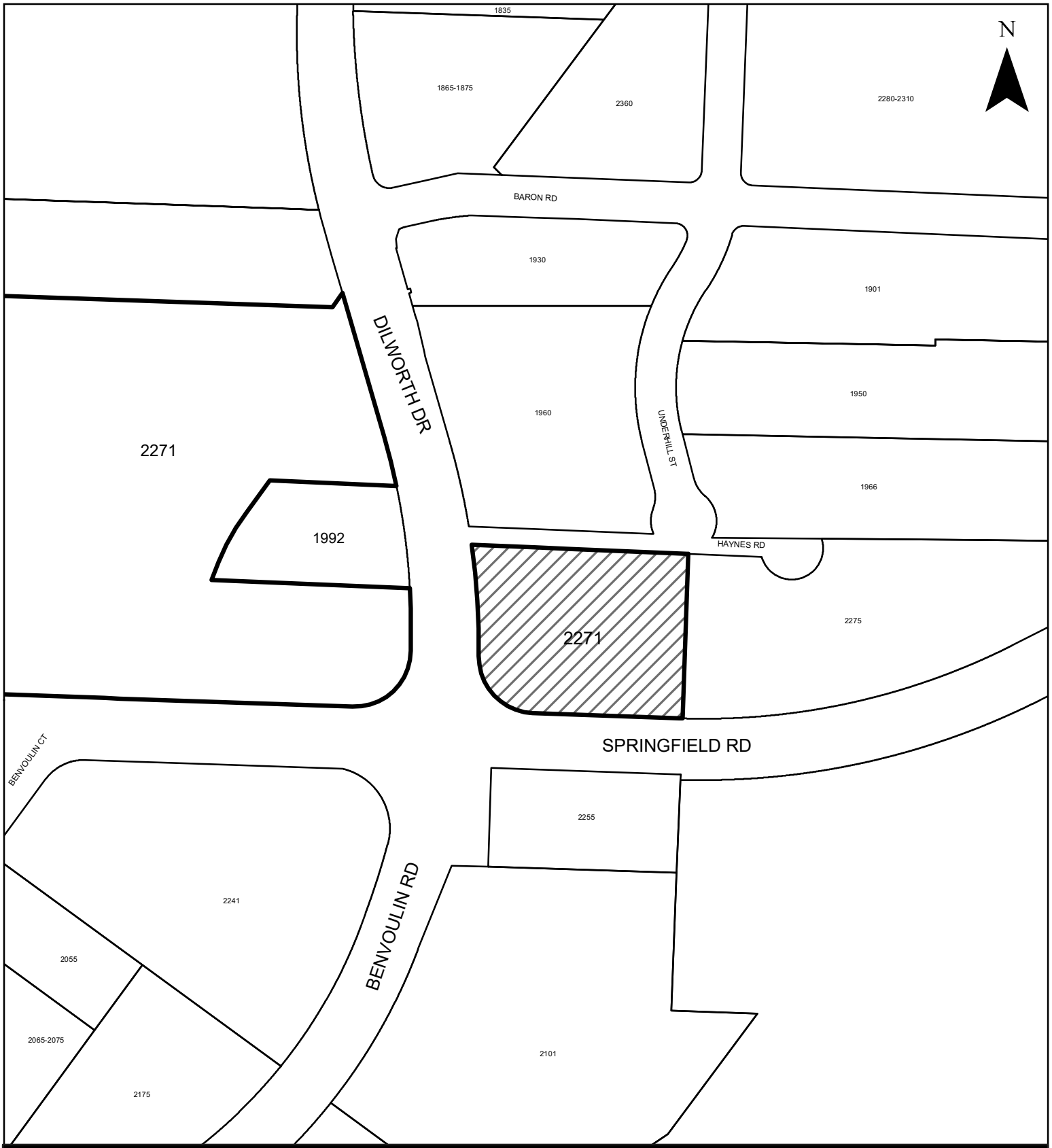
Subject Property

C3 - Community Commercial to C3rcs - Community Commercial (Retail Cannabis Sales)

0 12.5 25 Metres

Rev. 2/11/2021

City of Kelowna




# MAP "D" PROPOSED ZONING
## File: Z21-0006

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

Subject Property

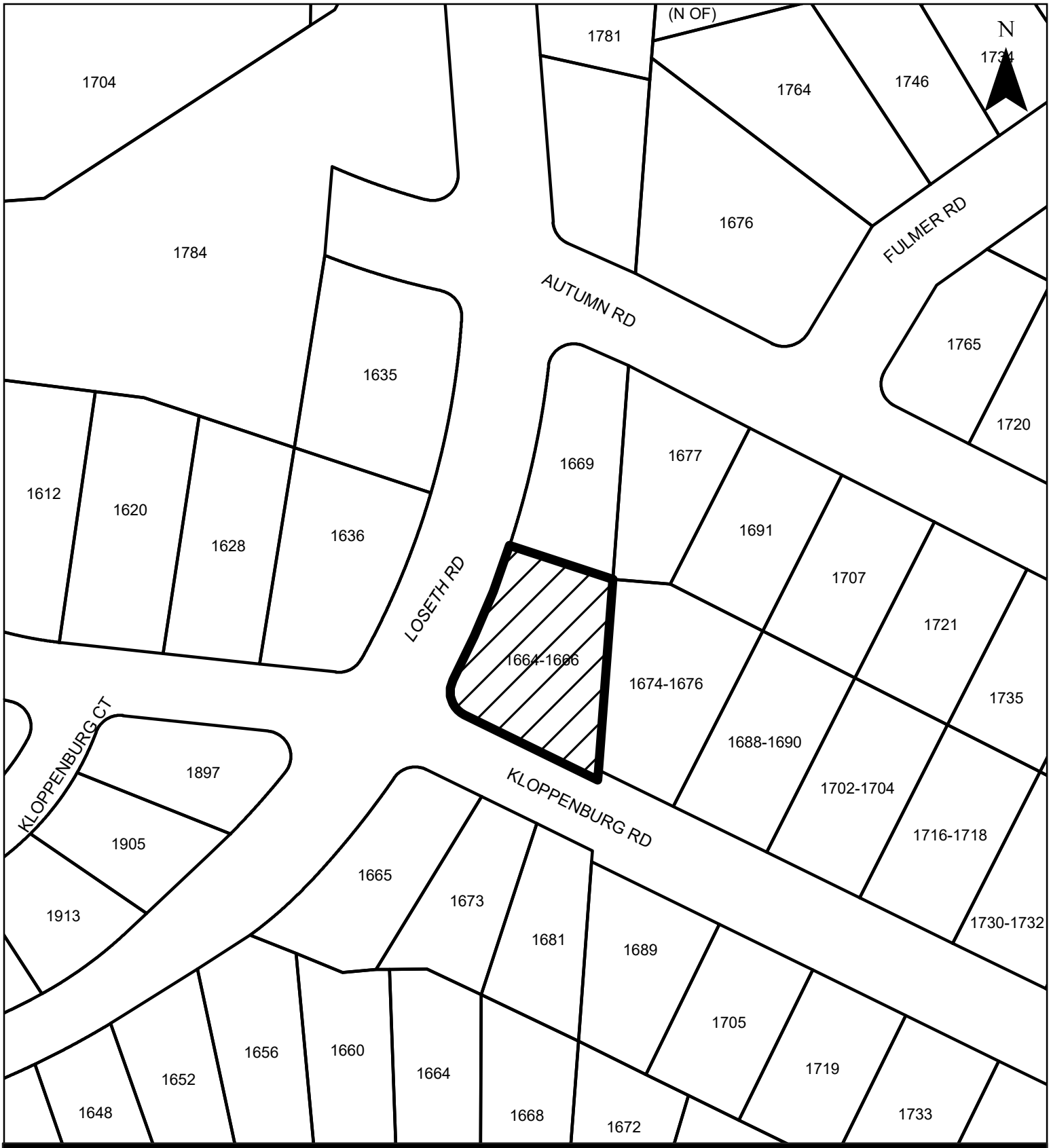
C6 - Regional Commercial to C6rls - Regional Commercial (Retail Liquor Sales)

0 30 60 Metres

City of Kelowna

Rev. 2021/02/19

KB




# MAP "E" PROPOSED ZONING
File: Z21-0006

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

Subject Property

RU6H - Two Dwelling Housing (Hillside Area) to RU6 - Two Dwelling Housing

0 15 30 Metres

Rev. 2/11/2021

City of Kelowna



KB

# MAP "F" PROPOSED ZONING

File: Z21-0006

Subject Property

P4 - Utilities to C4 - Urban Centre Commercial

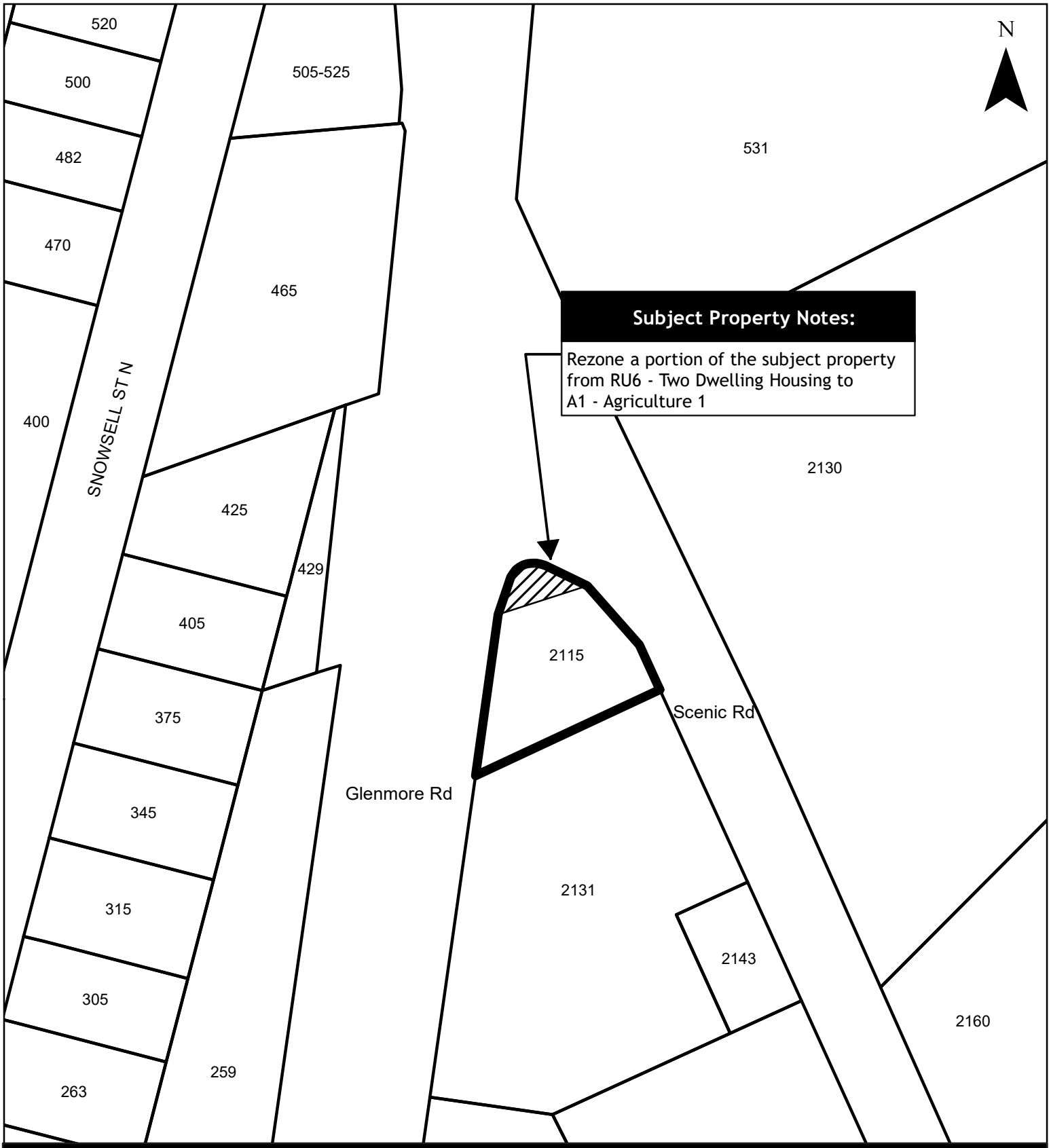
This map is for general information only. The City of Kelowna does not guarantee its accuracy. All information should be verified.

0 12.5 25 Metres

Rev. 2021/02/19

City of Kelowna

SR RB




# MAP "G" PROPOSED ZONING
File: Z21-0006

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

Subject Property

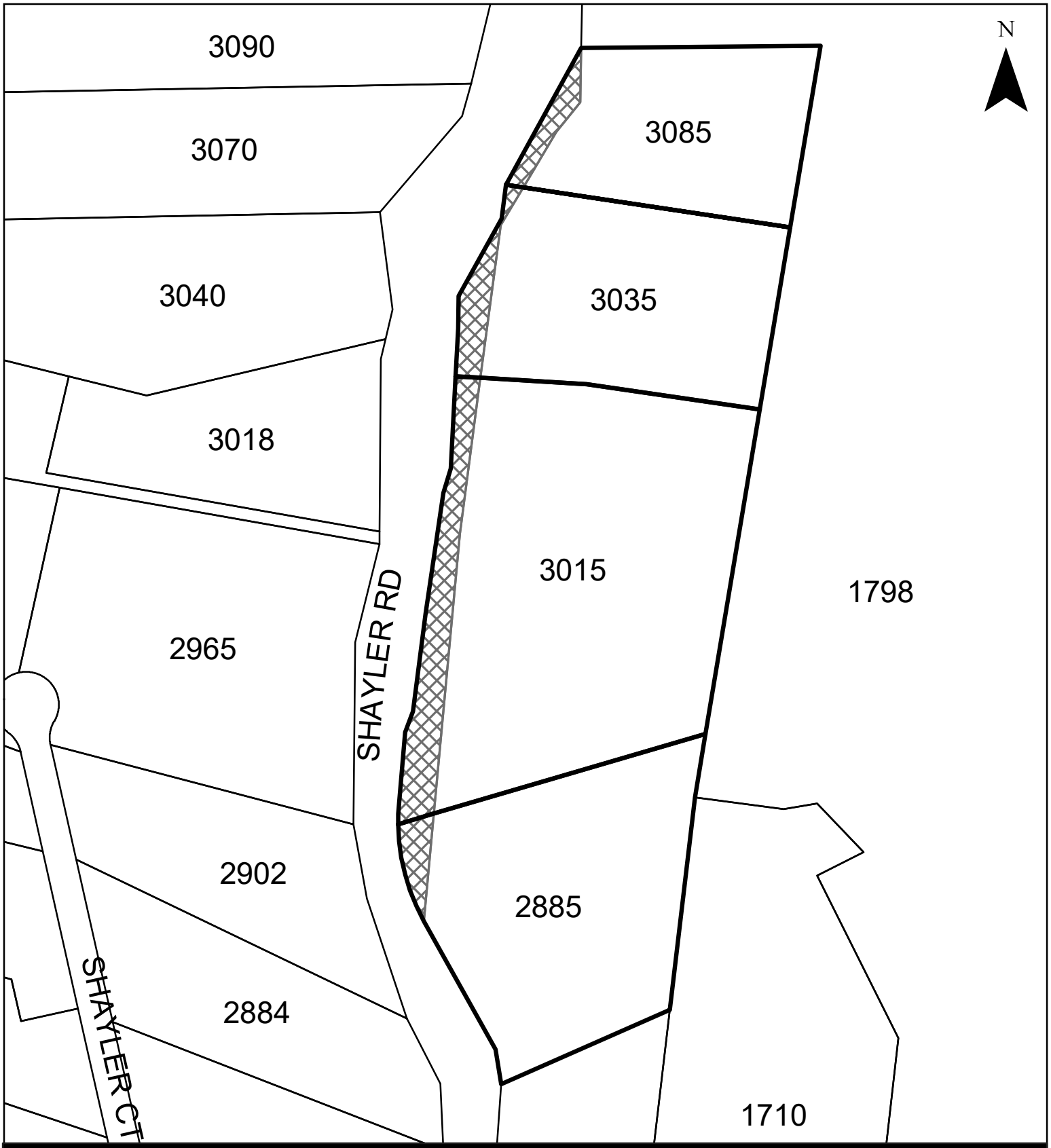
RU6 - Two Dwelling housing to A1 - Agriculture 1

0 15 30 Metres

City of Kelowna

Rev. 2/11/2021

KB




**MAP "H" PROPOSED ZONING**
File: Z21-0006

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

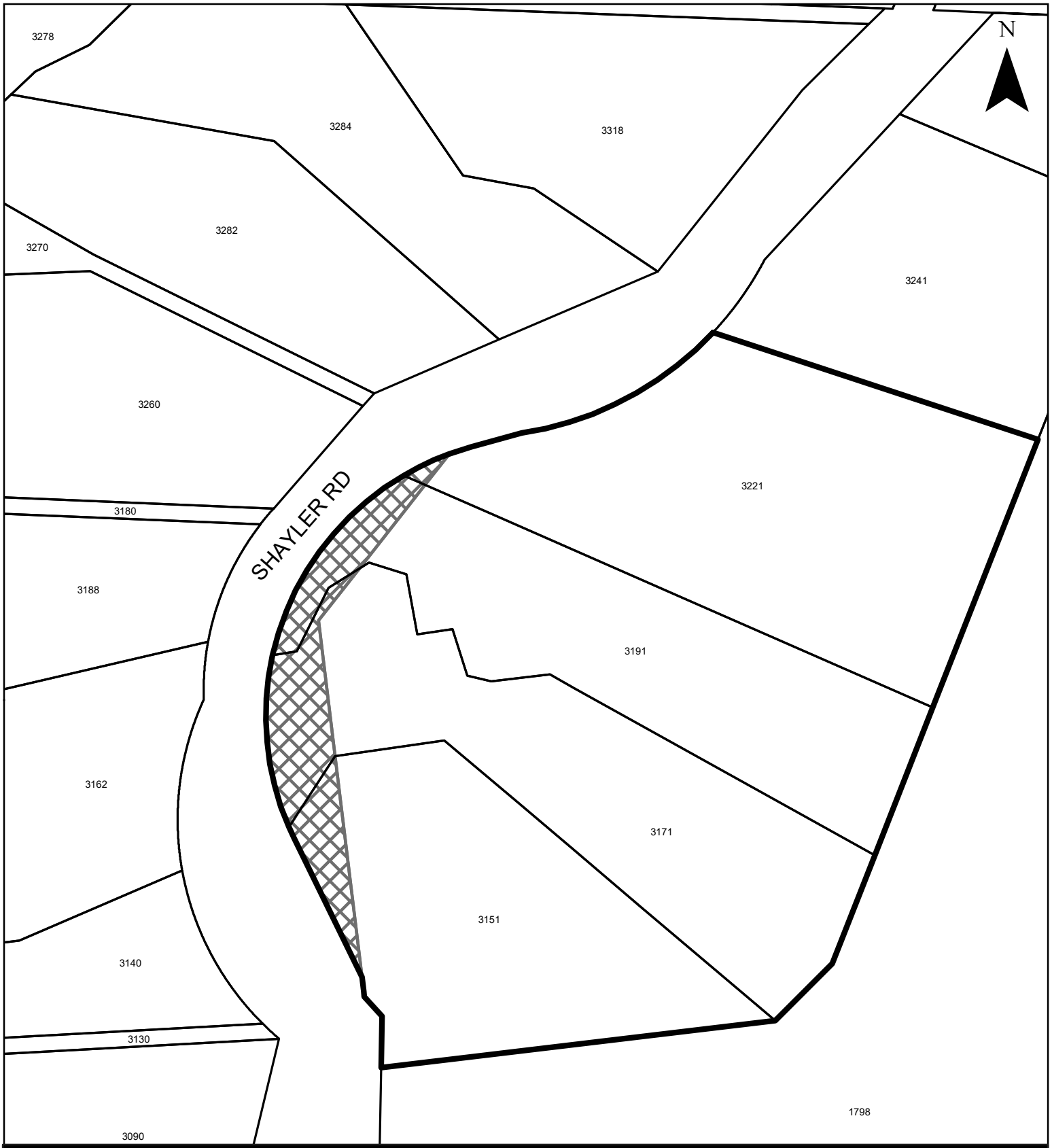
Subject Properties

RR1 - Rural Residential 1 to RR3 - Rural Residential 3

0 30 60 Metres

City of Kelowna

Rev. 2021/02/19




# MAP "I" PROPOSED ZONING
File: Z21-0006

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

Subject Properties

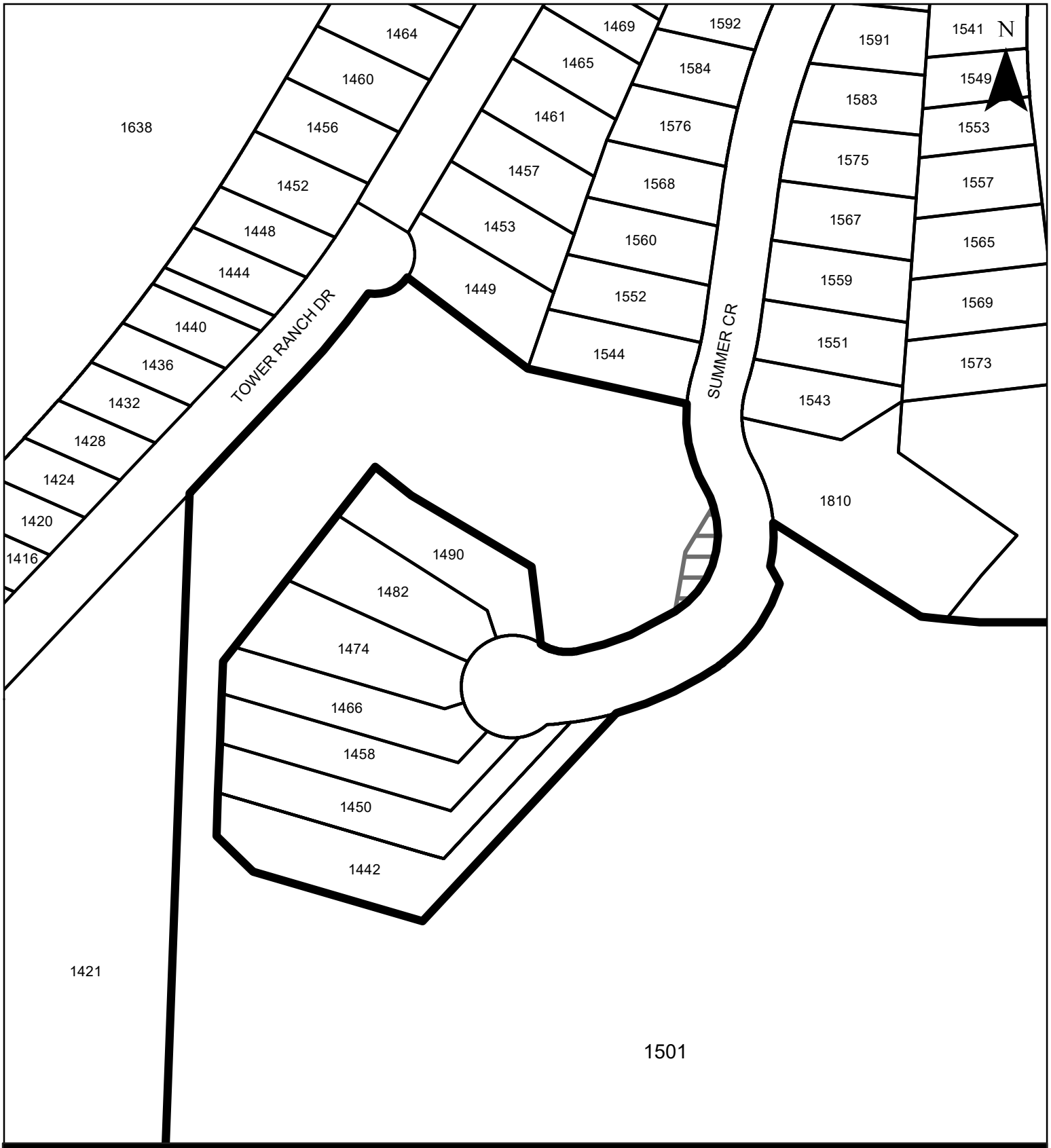
RR1 - Rural Residential 1 to RR3 - Rural Residential 3

0 25 50 Metres

City of Kelowna

Rev. 2021/02/19

KB




# MAP "J" PROPOSED ZONING

File: Z21-0006

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

Subject Properties

RU5 - Bareland Strata to P3 - Parks and Open Space

0 15 30 Metres

City of Kelowna

Rev. 11/12/2020

KB

# Z21-0006
# Various Addresses

Rezoning Amendment

# Proposal

- To consider an application to rezone multiple properties to correct boundary discrepancies or resolve zoning inconsistencies.

# Development Process

Jan 22, 2021 — Development Application File Created

↓

Staff Review

↓

Mar 8, 2021 — Initial Consideration

↓

Public Hearing
Second & Third Readings

↓

Final Reading

Council Approvals

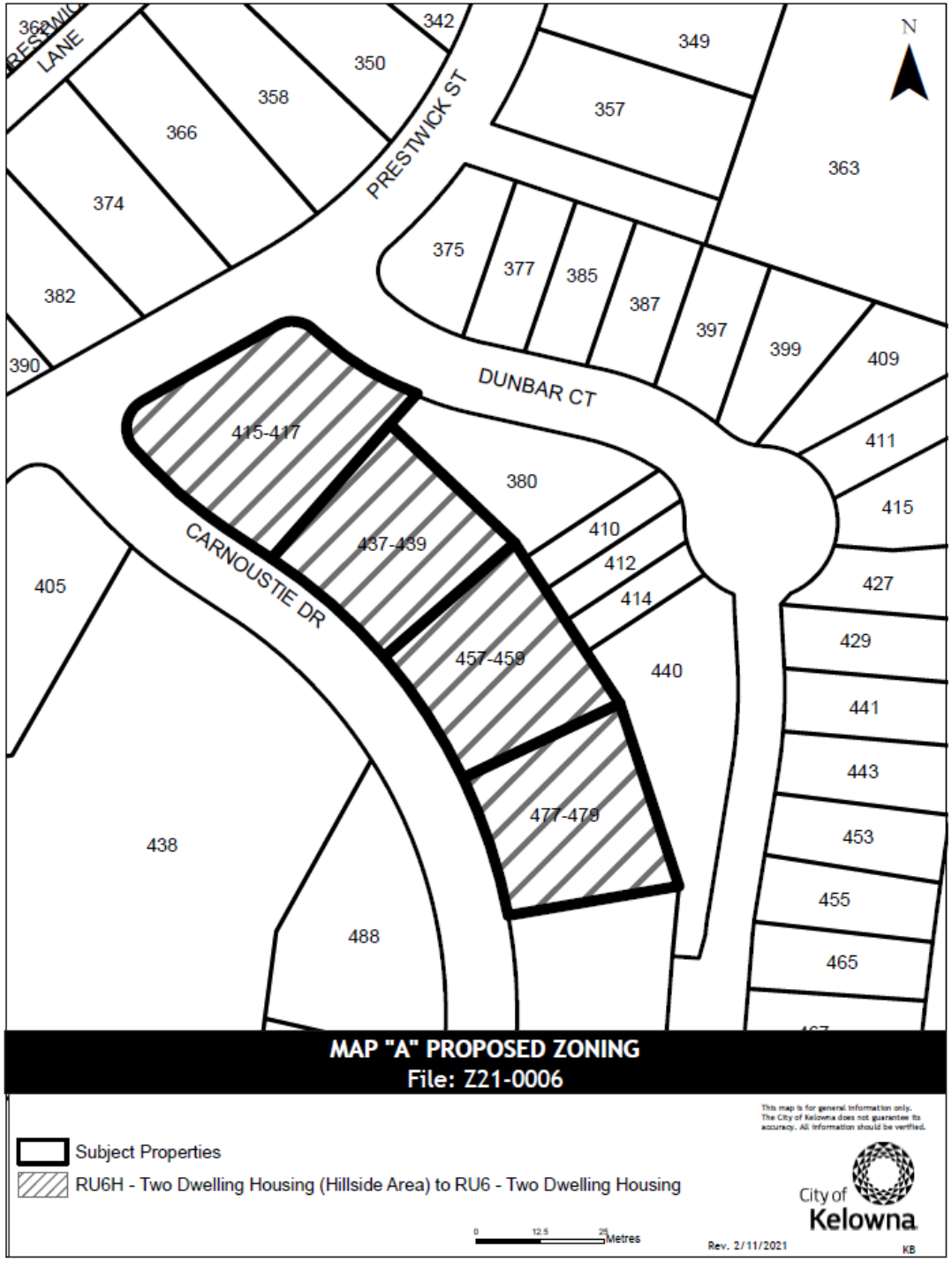
# Project Details

- Site-Specific Mapping Amendments
- Align future land use designation & zoning boundaries with existing or proposed future lot lines
- Correct bylaw amendments from previous applications
- Resolve zoning inconsistencies
  - RU6H zone no longer exists in Zoning Bylaw

# Staff Recommendation

- Staff recommend **support** of the proposed rezoning amendments
  - Align future land use designations & zoning boundaries with lot lines
  - Reduces uncertainty regarding how properties can develop

*Conclusion of Staff Remarks*

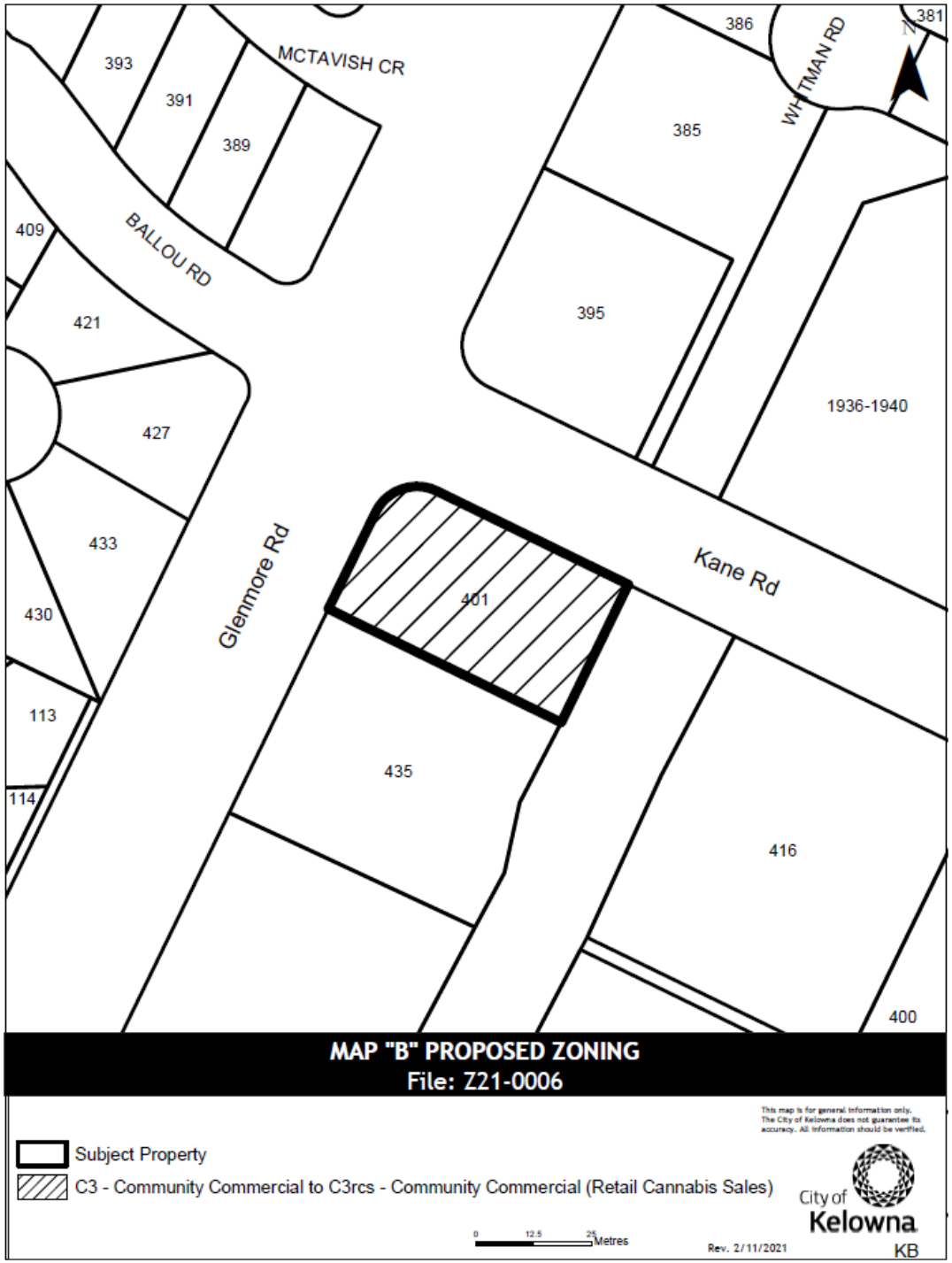



Neighbourhood:

- Belgo – Black Mountain

Amendment:

- RU6H to RU6

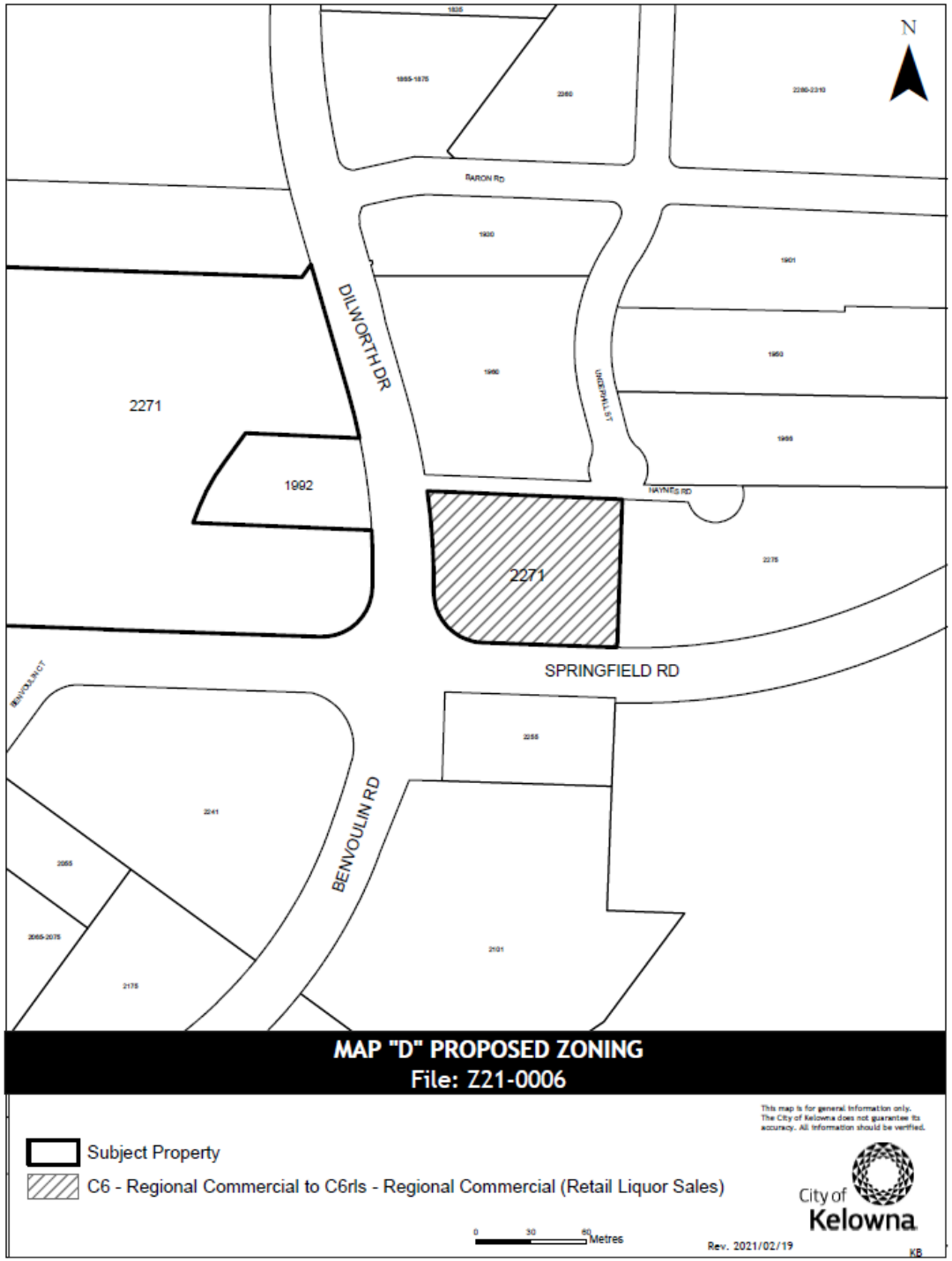



Neighbourhood:

- Glenmore

Amendment:

- C3 to C3rcs

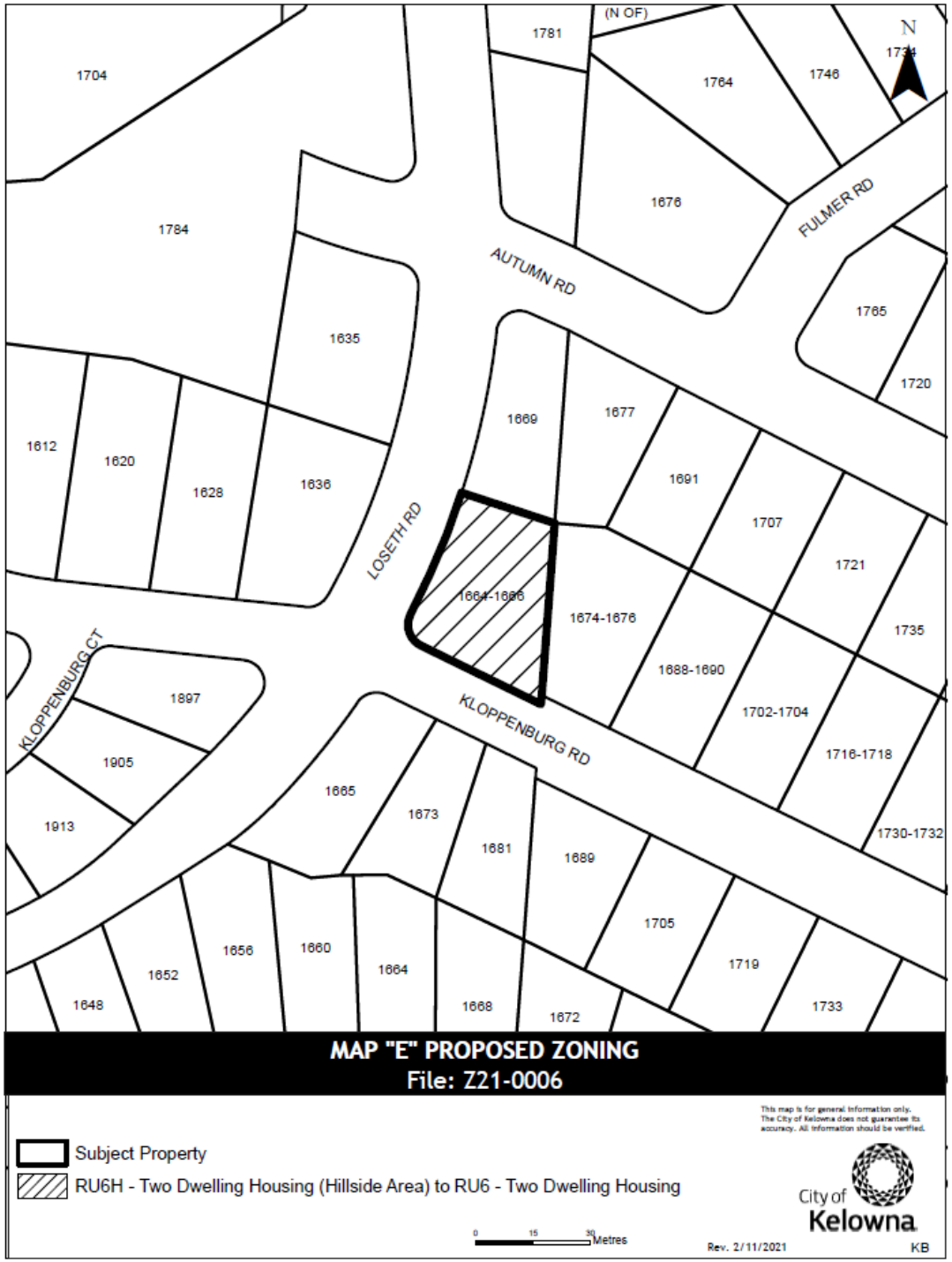



Neighbourhood:

- Orchard Park

Amendment:

- C6 to C6rls

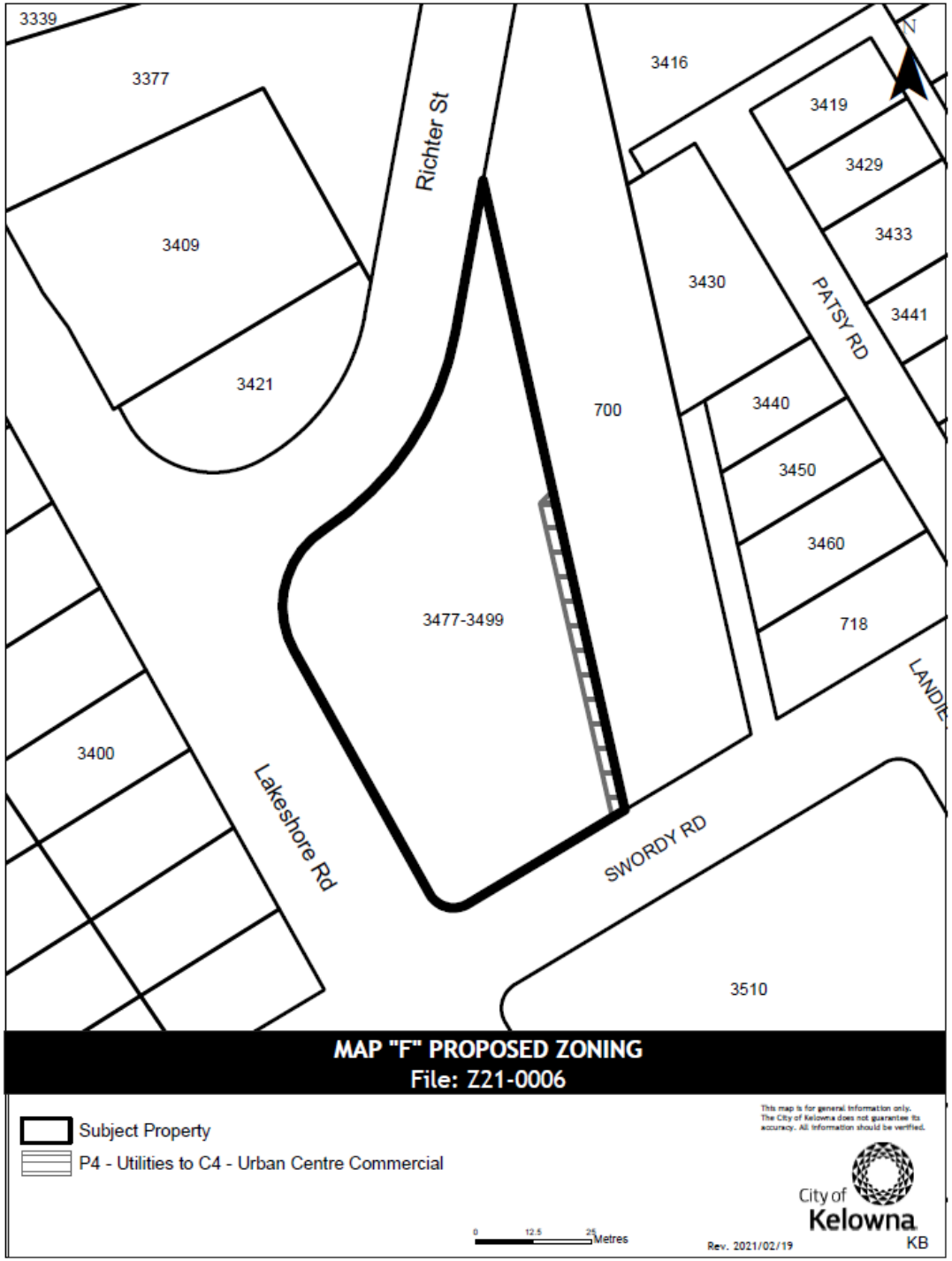



Neighbourhood:

- Belgo - Black Mountain

Amendment:

- RU6H to RU6

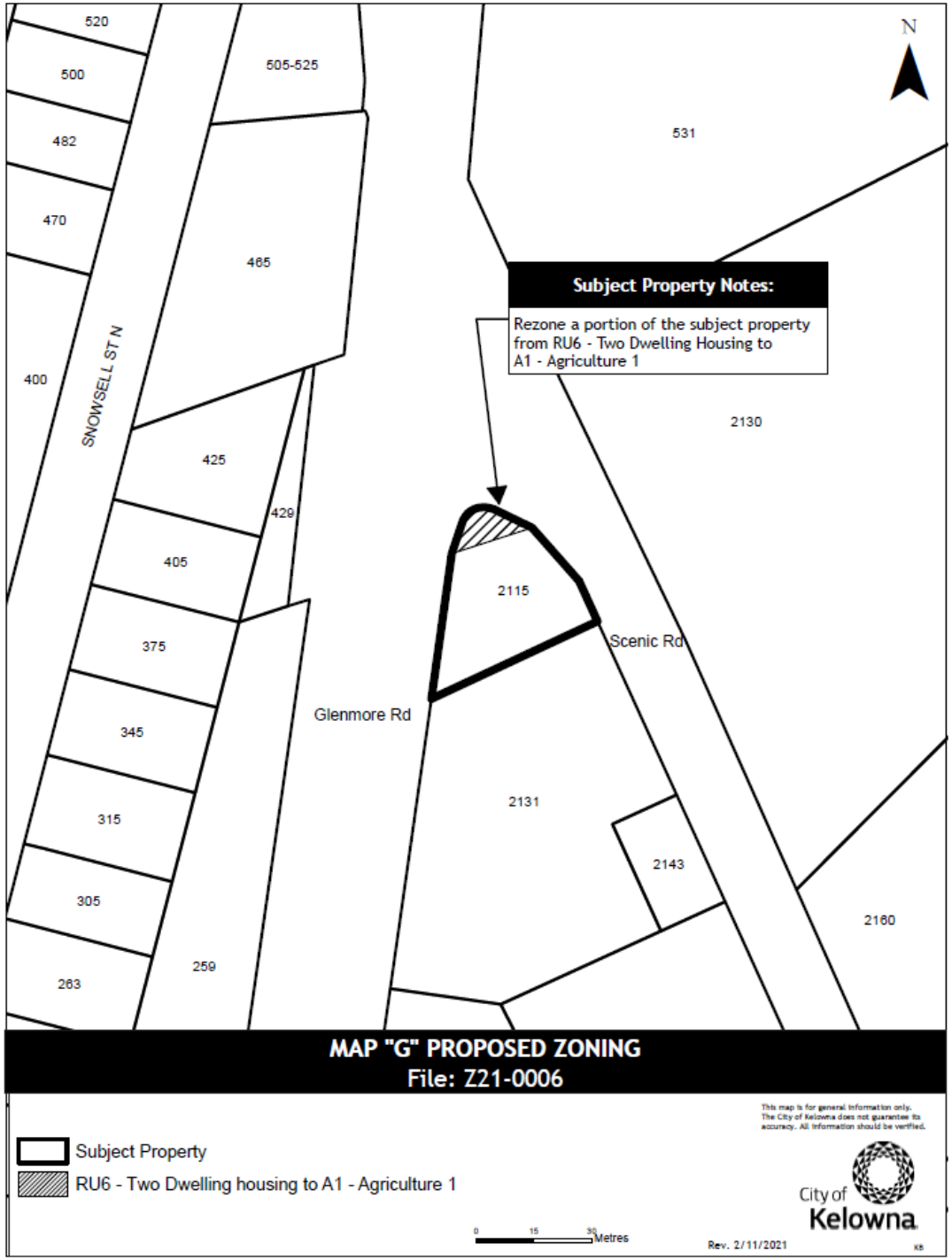



Neighbourhood:

- South Pandosy - KLO

Amendment:

- P4 to C4

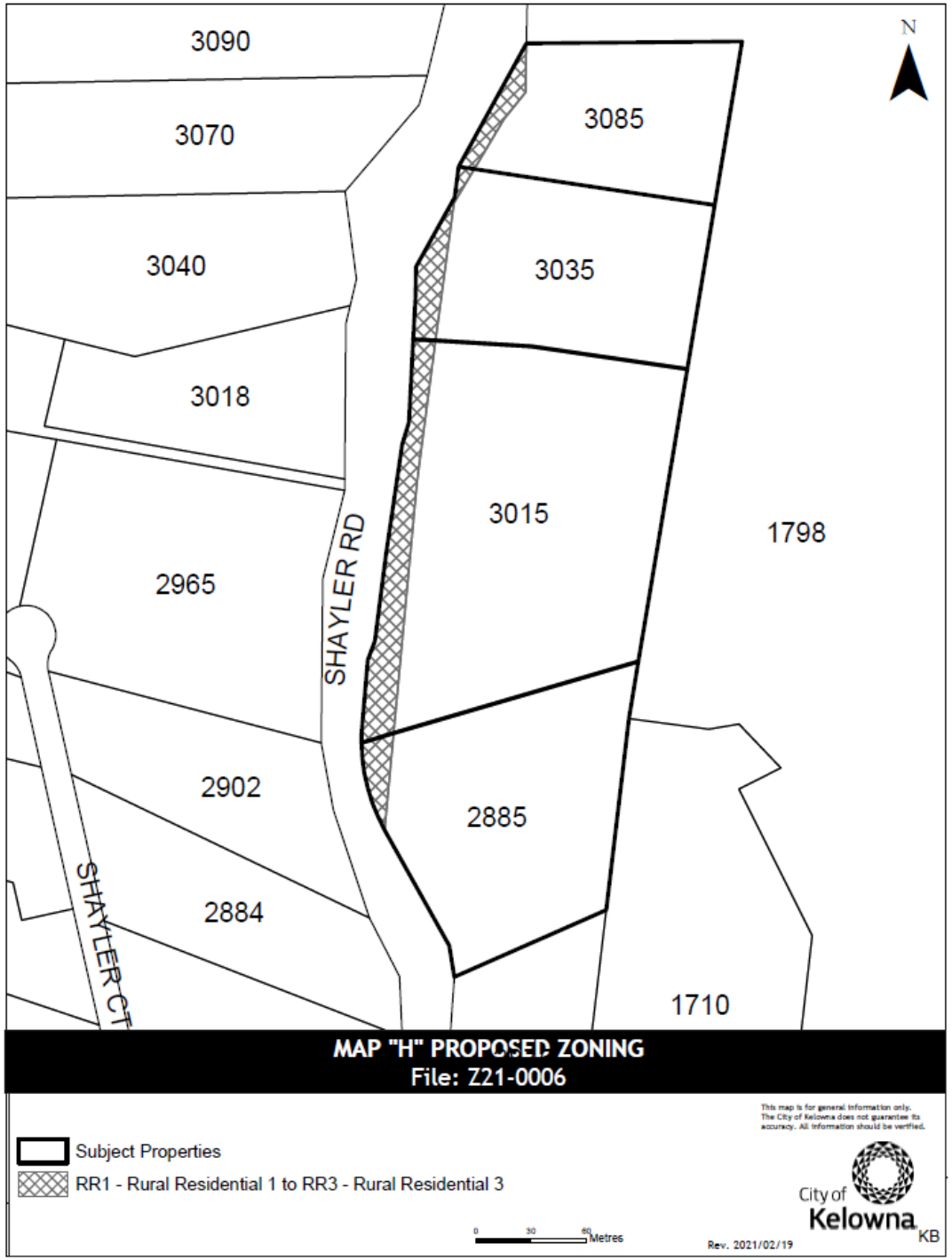



Neighbourhood:

- Glenmore – Clifton - Dilworth

Amendment:

- RU6 to A1

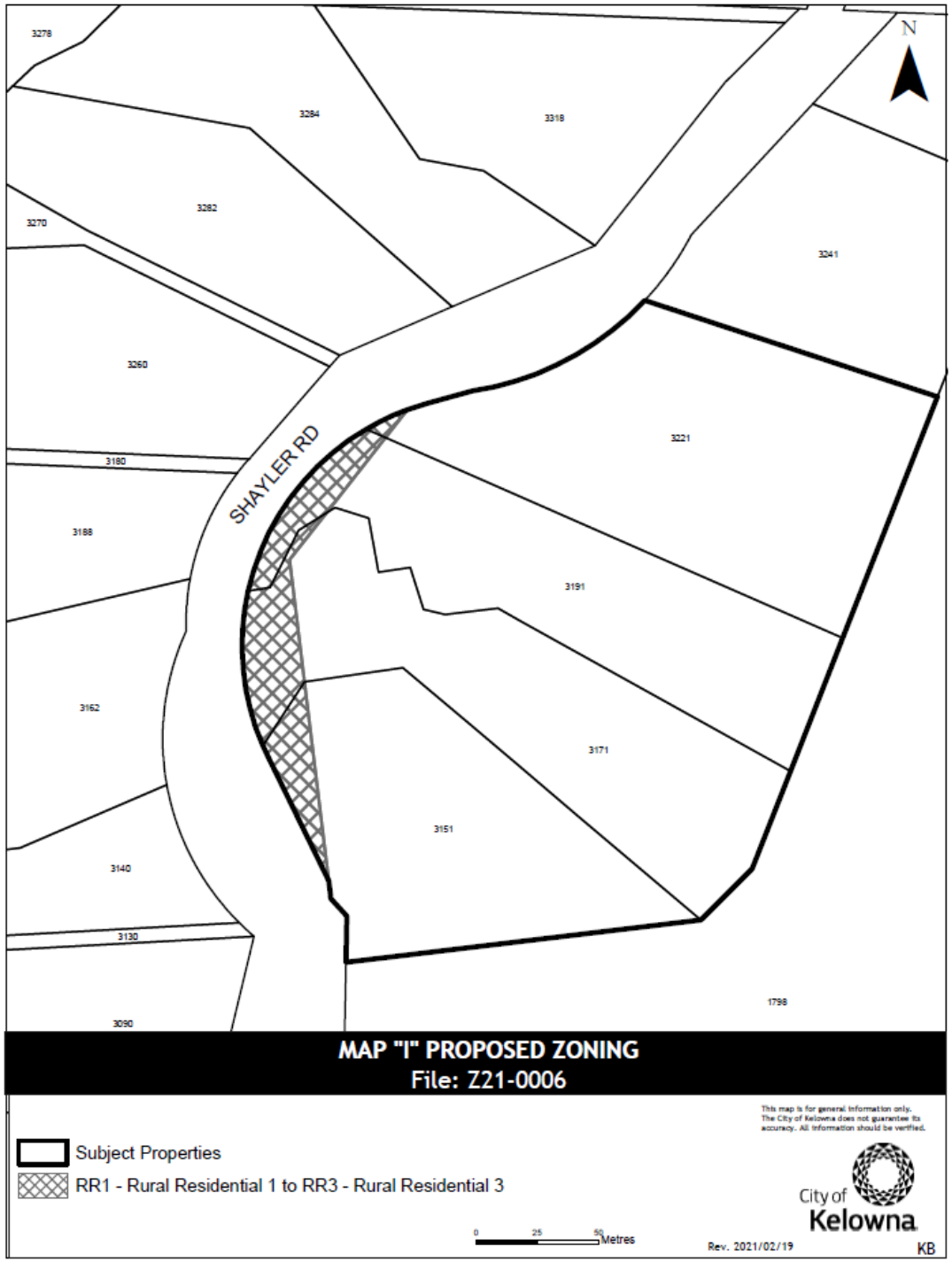



Neighbourhood:

- McKinley

Amendment:

- RR1 to RR3

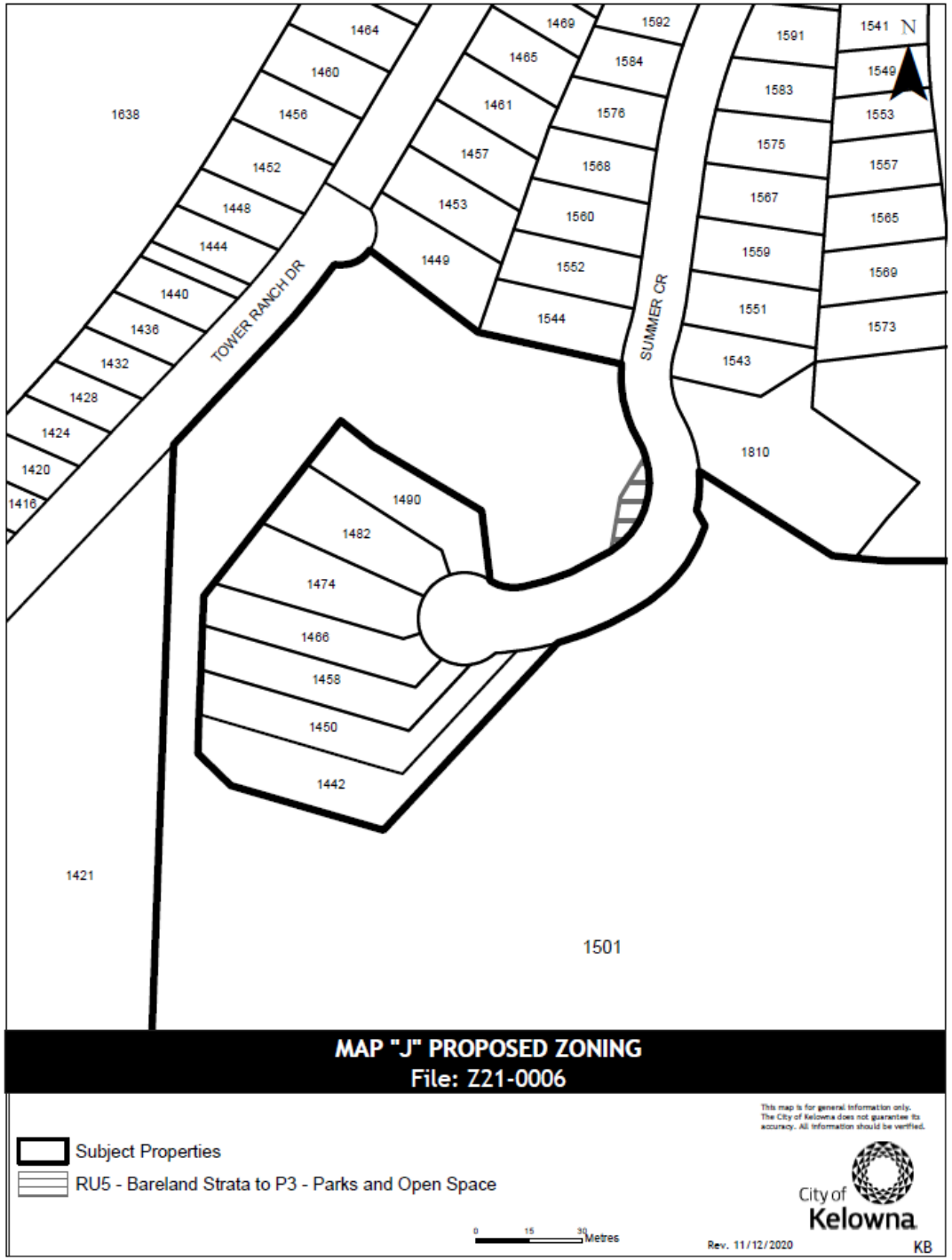



Neighbourhood:

- McKinley

Amendment:

- RR1 to RR3




Neighbourhood:

- Tower Ranch

Amendment:

- RU5 to P3

Neighbourhood:

- Rutland

Amendment:

- RU1 to RU1c

# CITY OF KELOWNA

# BYLAW NO. 12180
# Z21-0006
# Multiple Addresses

---

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:

   a) STRATA LOT A SECTION 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS6756 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Carnoustie Drive, Kelowna, BC from the RU6h - Two Dwelling Housing (Hillside Area) zone to the RU6 – Two Dwelling Housing zone as shown on Map "A" attached to and forming part of this bylaw;

   b) STRATA LOT B SECTION 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS6756 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Carnoustie Drive, Kelowna, BC from the RU6h - Two Dwelling Housing (Hillside Area) zone to the RU6 – Two Dwelling Housing zone as shown on Map "A" attached to and forming part of this bylaw;

   c) STRATA LOT 1 SECTION 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS2844 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Carnoustie Drive, Kelowna, BC from the RU6h - Two Dwelling Housing (Hillside Area) zone to the RU6 – Two Dwelling Housing zone as shown on Map "A" attached to and forming part of this bylaw;

   d) STRATA LOT 2 SECTION 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS2844 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Carnoustie Drive, Kelowna, BC from the RU6h - Two Dwelling Housing (Hillside Area) zone to the RU6 – Two Dwelling Housing zone as shown on Map "A" attached to and forming part of this bylaw;

   e) STRATA LOT 1 SECTION 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS1697 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Carnoustie Drive, Kelowna, BC from the RU6h - Two Dwelling Housing (Hillside Area) zone to the RU6 – Two Dwelling Housing zone as shown on Map "A" attached to and forming part of this bylaw;

   f) STRATA LOT 2 SECTION 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS1697 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Carnoustie Drive, Kelowna, BC from the RU6h - Two Dwelling Housing (Hillside Area) zone to the RU6 – Two Dwelling Housing zone as shown on Map "A" attached to and forming part of this bylaw;

g) STRATA LOT 1 SECTON 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS2574 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Carnoustie Drive, Kelowna, BC from the RU6h - Two Dwelling Housing (Hillside Area) zone to the RU6 – Two Dwelling Housing zone as shown on Map "A" attached to and forming part of this bylaw;

h) STRATA LOT 2 SECTON 19 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN EPS2574 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Carnoustie Drive, Kelowna, BC from the RU6h - Two Dwelling Housing (Hillside Area) zone to the RU6 – Two Dwelling Housing zone as shown on Map "A" attached to and forming part of this bylaw;

i) STRATA LOT 1 SECTION 32 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS3545 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Glenmore Road, Kelowna, BC from the C3 – Community Commercial zone to the C3rcs – Community Commercial (Retail Cannabis Sales) zone as shown on Map "B" attached to and forming part of this bylaw;

j) STRATA LOT 2 SECTION 32 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS3545 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Glenmore Road, Kelowna, BC from the C3 – Community Commercial zone to the C3rcs – Community Commercial (Retail Cannabis Sales) zone as shown on Map "B" attached to and forming part of this bylaw;

k) STRATA LOT 3 SECTION 32 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS3545 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Glenmore Road, Kelowna, BC from the C3 – Community Commercial zone to the C3rcs – Community Commercial (Retail Cannabis Sales) zone as shown on Map "B" attached to and forming part of this bylaw;

l) STRATA LOT 4 SECTION 32 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS3545 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Glenmore Road, Kelowna, BC from the C3 – Community Commercial zone to the C3rcs – Community Commercial (Retail Cannabis Sales) zone as shown on Map "B" attached to and forming part of this bylaw;

m) STRATA LOT 5 SECTION 32 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS3545 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Glenmore Road, Kelowna, BC from the C3 – Community Commercial zone to the C3rcs – Community Commercial (Retail Cannabis Sales) zone as shown on Map "B" attached to and forming part of this bylaw;

n) PORTION OF LOT 1 DISTRICT LOTS 127 AND 4646 OSOYOOS DIVISION YALE DISTRICT PLAN KAP47934 located at Harvey Avenue, Kelowna, BC from the C6 – Regional Commercial zone to the C6rls – Regional Commercial (Retail Liquor Sales) zone as shown on Map "D" attached to and forming part of this bylaw;

o) STRATA LOT 1 SECTION 13 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS2766 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Kloppenburg Road, Kelowna, BC from the RU6h - Two Dwelling Housing (Hillside

Area) zone to the RU6 – Two Dwelling Housing zone as shown on Map "E" attached to and forming part of this bylaw;

p) STRATA LOT 2 SECTION 13 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT STRATA PLAN KAS2766 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V located at Kloppenburg Road, Kelowna, BC from the RU6h - Two Dwelling Housing (Hillside Area) zone to the RU6 – Two Dwelling Housing zone as shown on Map "E" attached to and forming part of this bylaw;

q) PORTION OF LOT A DISTRICT LOT 134 OSOYOOS DIVISION YALE DISTRICT PLAN EPP65105 located at Lakeshore Road, Kelowna, BC from the P4 – Utilities zone to the C4 - Urban Centre Commercial zone as shown on Map "F" attached to and forming part of this bylaw;

r) PORTION OF LOT 1 SECTION 9 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP89629 located at Scenic Road, Kelowna, BC from the RU6 – Two Dwelling Housing zone to the A1 – Agriculture 1 zone as shown on Map "G" attached to and forming part of this bylaw;

s) PORTION OF LOT 8 SECTIONS 20 AND 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP88870 located at Shayler Road, Kelowna, BC from the RR1 - Rural Residential 1 zone to the RR3 - Rural Residential 3 zone as shown on Map "H" attached to and forming part of this bylaw;

t) PORTION OF LOT 9 SECTIONS 20 AND 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP88870 located at Shayler Road, Kelowna, BC from the RR1 - Rural Residential 1 zone to the RR3 - Rural Residential 3 zone as shown on Map "H" attached to and forming part of this bylaw;

u) PORTION OF LOT 10 SECTIONS 20 AND 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP88870 located at Shayler Road, Kelowna, BC from the RR1 - Rural Residential 1 zone to the RR3 - Rural Residential 3 zone as shown on Map "H" attached to and forming part of this bylaw;

v) PORTION OF LOT 11 SECTIONS 20 AND 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP88870 located at Shayler Road, Kelowna, BC from the RR1 - Rural Residential 1 zone to the RR3 - Rural Residential 3 zone as shown on Map "H" attached to and forming part of this bylaw;

w) PORTION OF LOT 12 SECTIONS 20 AND 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP88870 located at Shayler Road, Kelowna, BC from the RR1 - Rural Residential 1 zone to the RR3 - Rural Residential 3 zone as shown on Map "I" attached to and forming part of this bylaw;

x) PORTION OF LOT A SECTION 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN EPP24038 located at Shayler Road, Kelowna, BC from the RR1 - Rural Residential 1 zone to the RR3 - Rural Residential 3 zone as shown on Map "I" attached to and forming part of this bylaw;

y) PORTION OF LOT B SECTION 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN EPP24038 located at Shayler Road, Kelowna, BC from the RR1 - Rural Residential 1 zone to the RR3 - Rural Residential 3 zone as shown on Map "I" attached to and forming part of this bylaw;

z) PORTION OF LOT 15 SECTIONS 20 AND 29 TOWNSHIP 23 OSOYOOS DIVISION YALE DISTRICT PLAN KAP88870 located at Shayler Road, Kelowna, BC from the RR1 - Rural

Residential 1 zone to the RR3 - Rural Residential 3 zone as shown on Map "I" attached to and forming part of this bylaw;

aa) LOT B SECTION 22 TOWNSHIP 26 OSOYOOS DIVISION YALE DISTRICT PLAN 25630 located at Tataryn Road, Kelowna, BC from the RU1 – Large Lot Housing zone to the RU1c – Large Lot Housing with Carriage House.

bb) PORTION OF LOT 2 SECTION 31 TOWNSHIP 27 OSOYOOS DIVISION YALE DISTRICT PLAN EPP66533 located at Tower Ranch Drive, Kelowna, BC from the RU5 - Bareland Strata Housing zone to the P3 - Parks & Open Space zone as shown on Map "J" attached to and forming part of this bylaw;

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

Public Hearing waived by the Municipal Council this

Read a second and third time by the Municipal Council this

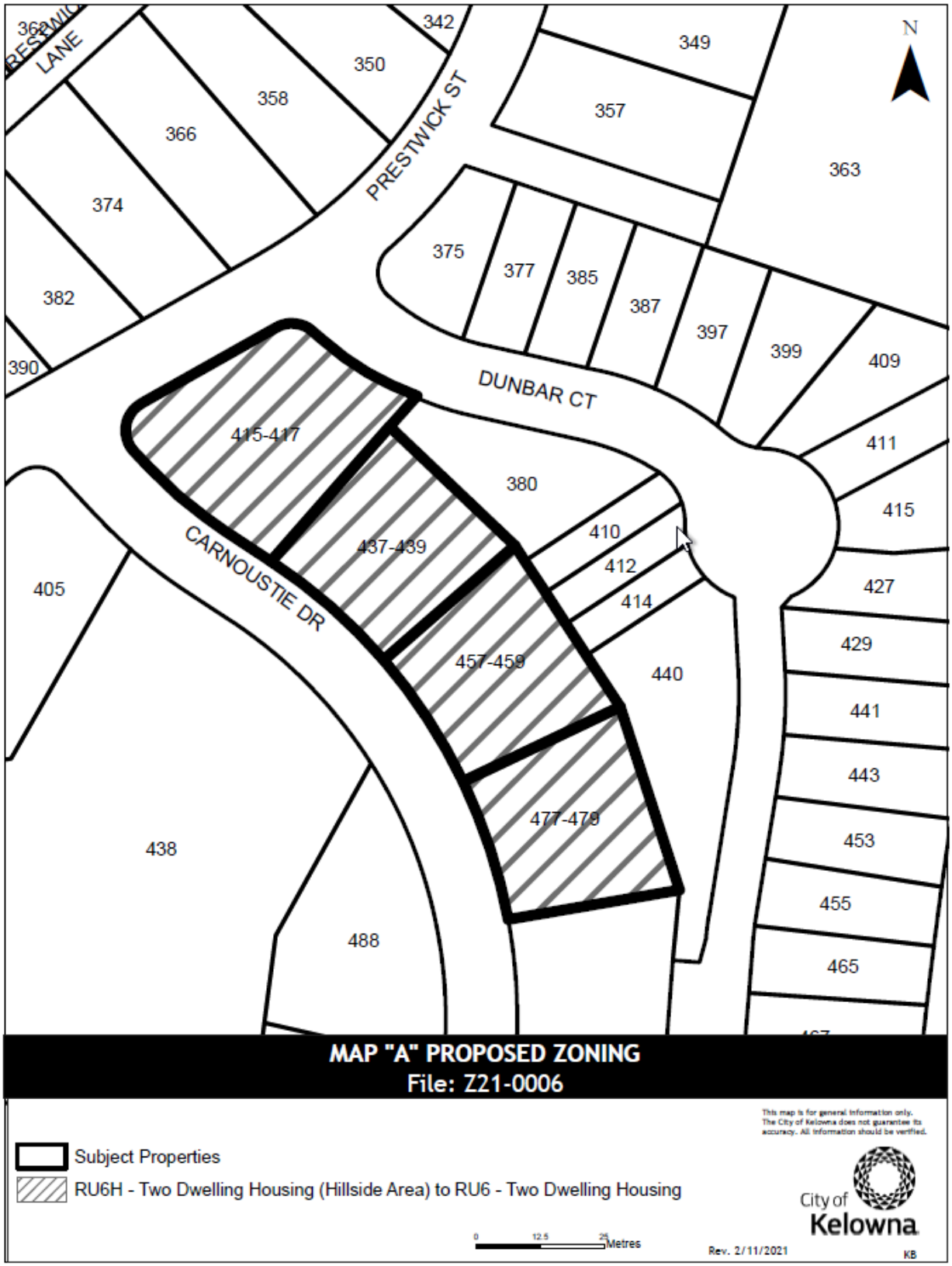
Approved under the Transportation Act this

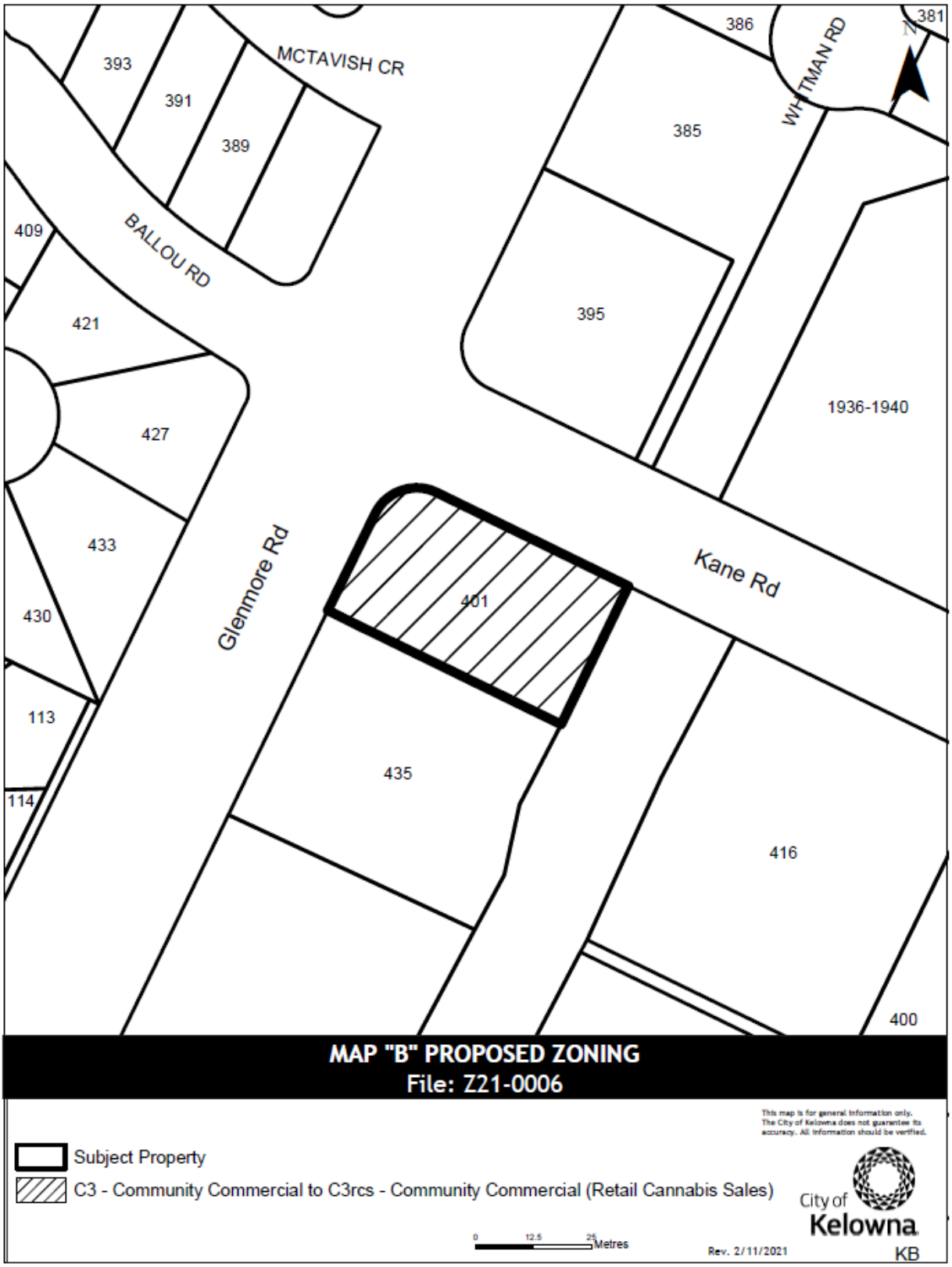
(Approving Officer – Ministry of Transportation)

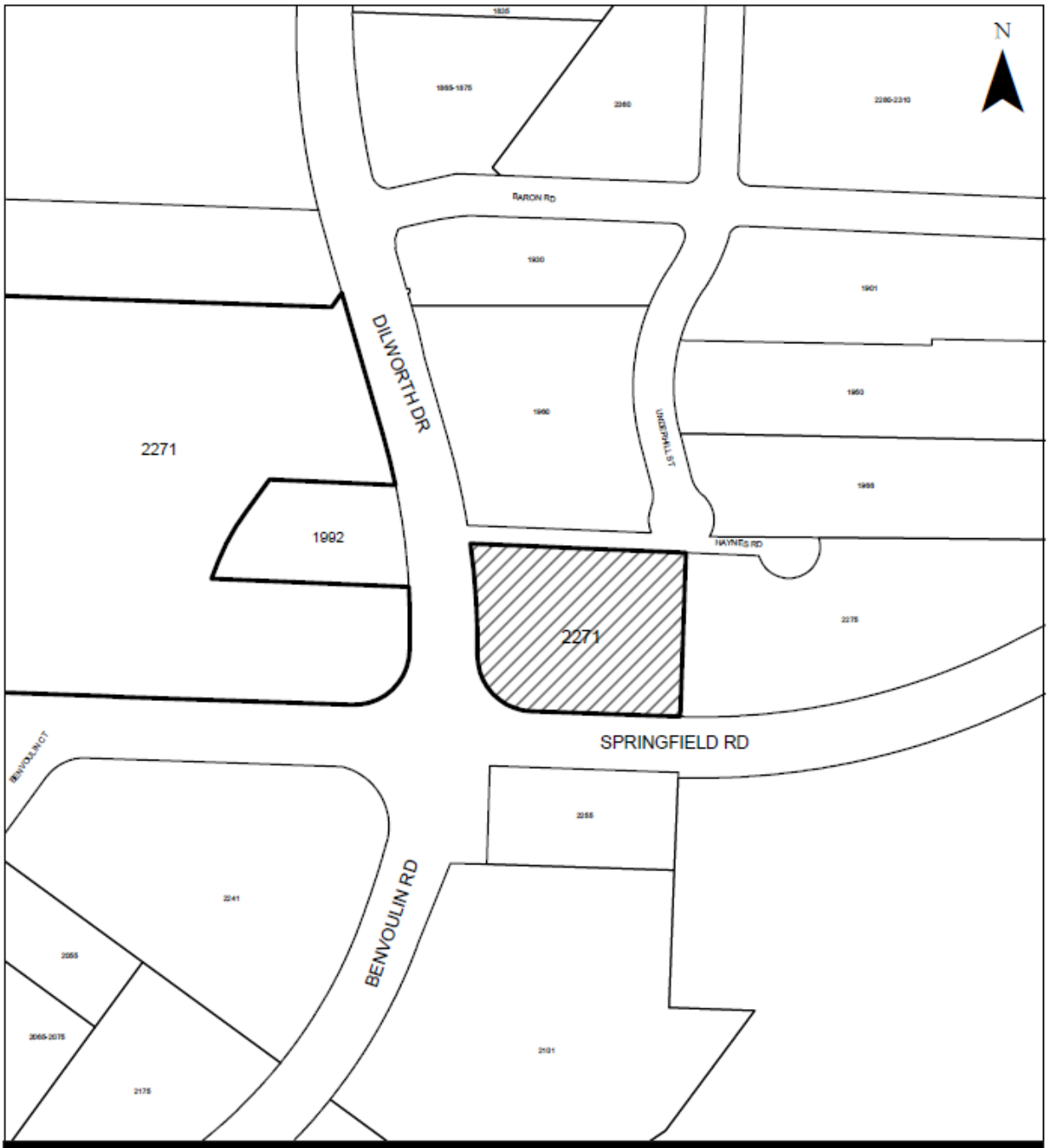
Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk


N
PRESTWICK ST
LANE
342
349
350
357
358
363
366
374
375
377
382
385
387
390
397
399
409
DUNBAR CT
411
415-417
415
380
410
412
414
437-439
CARNOUSTIE DR
405
427
429
457-459
440
441
443
477-479
453
438
455
488
465
MAP "A" PROPOSED ZONING
File: Z21-0006
This map is for general information only. The City of Kelowna does not guarantee its accuracy. All information should be verified.
Subject Properties
RU6H - Two Dwelling Housing (Hillside Area) to RU6 - Two Dwelling Housing
0
12.5
25
Metres
City of Kelowna
Rev. 2/11/2021
KB


MCTAVISH CR
BALLOU RD
WHITMAN RD
Glenmore Rd
Kane Rd
393
391
389
409
421
427
433
430
113
114
386
381
385
395
1936-1940
401
435
416
400
MAP "B" PROPOSED ZONING
File: Z21-0006
This map is for general information only. The City of Kelowna does not guarantee its accuracy. All information should be verified.
Subject Property
C3 - Community Commercial to C3rcs - Community Commercial (Retail Cannabis Sales)
0 12.5 25 Metres
Rev. 2/11/2021
City of Kelowna
KB




**MAP "D" PROPOSED ZONING**
**File: Z21-0006**

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

Subject Property

C6 - Regional Commercial to C6rls - Regional Commercial (Retail Liquor Sales)

0 30 60 Metres

City of Kelowna

Rev. 2021/02/19

KB

**MAP "E" PROPOSED ZONING**
**File: Z21-0006**

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

Subject Property

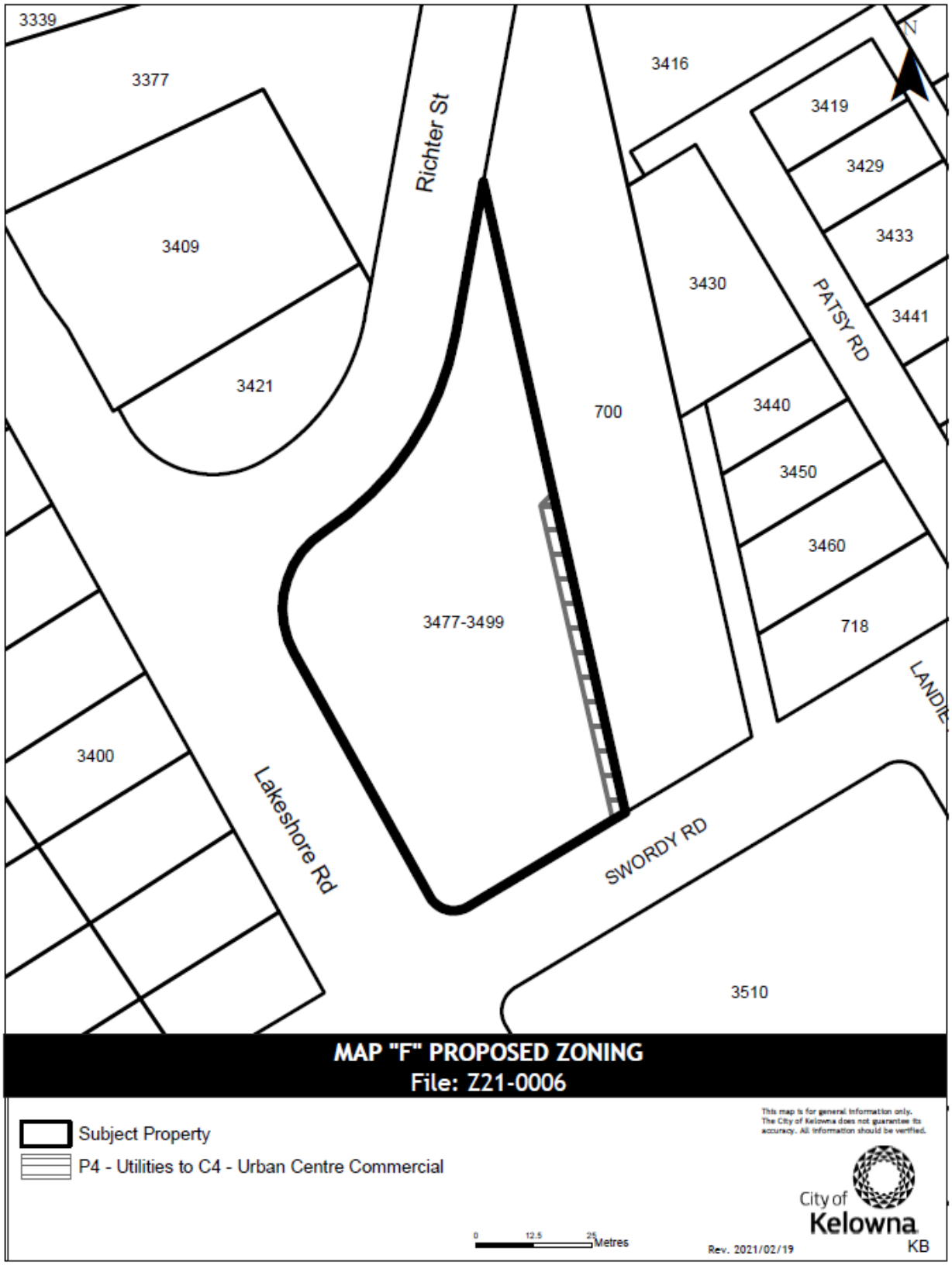
RU6H - Two Dwelling Housing (Hillside Area) to RU6 - Two Dwelling Housing

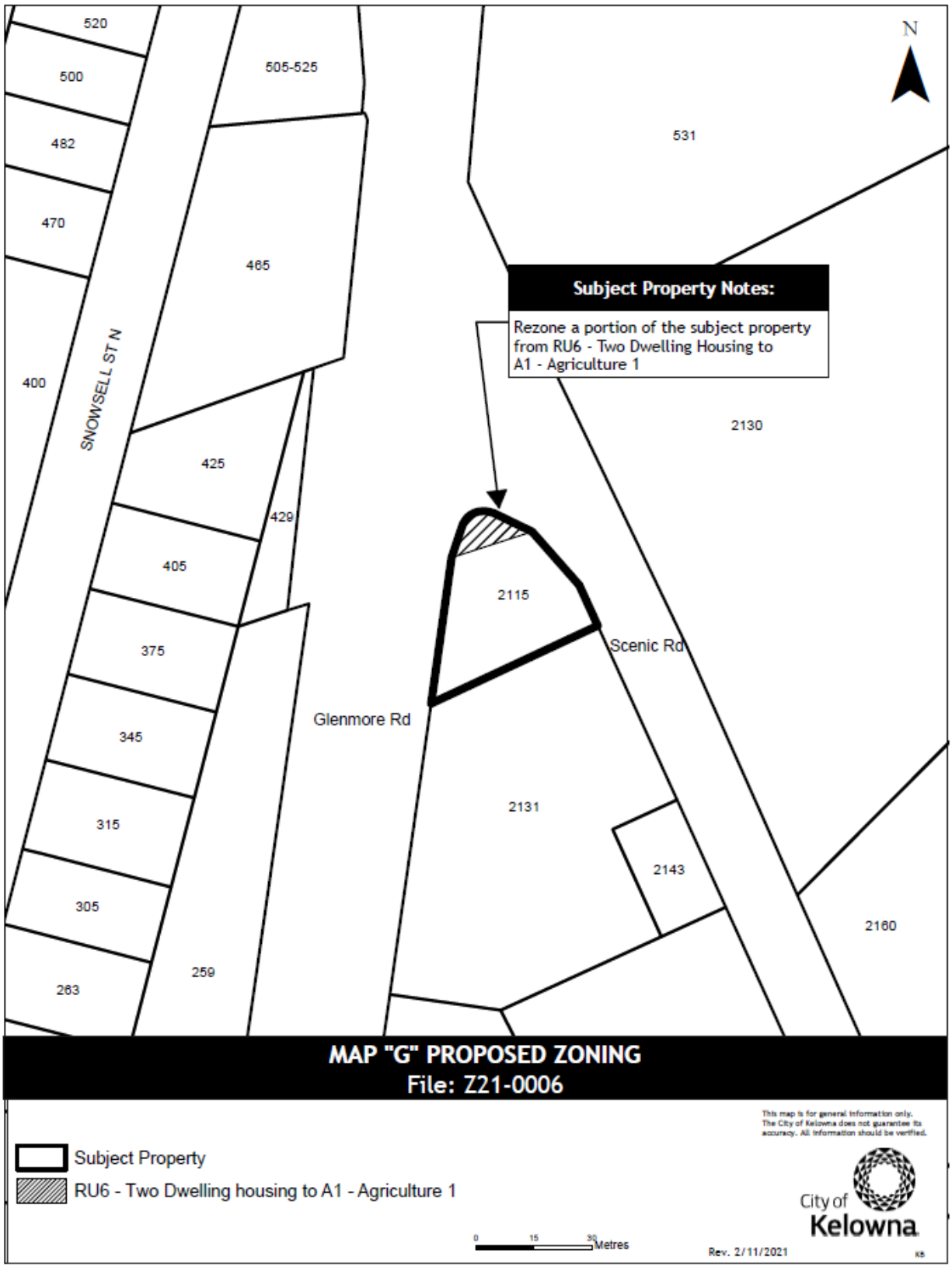
0 15 30 Metres

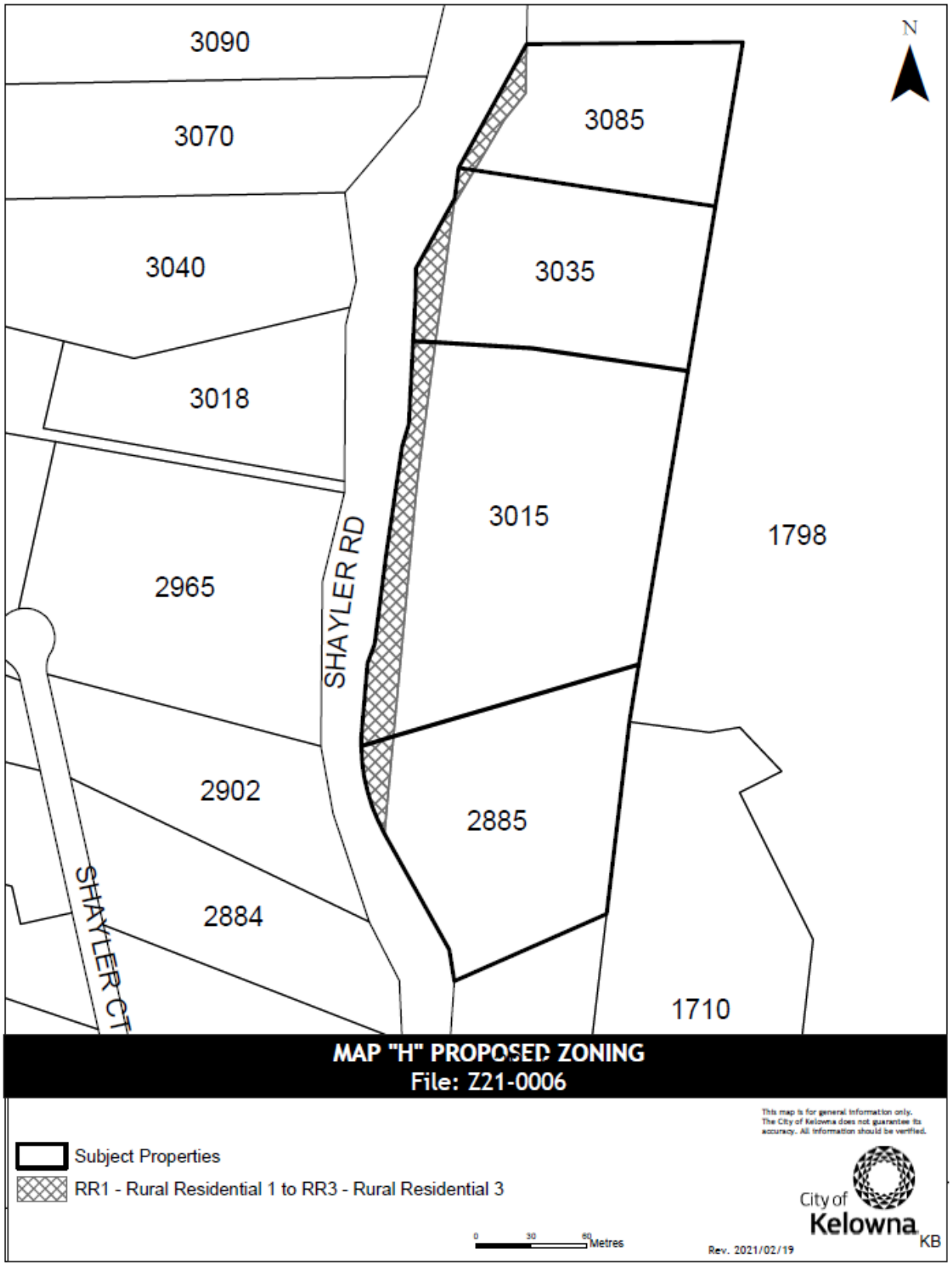
City of Kelowna

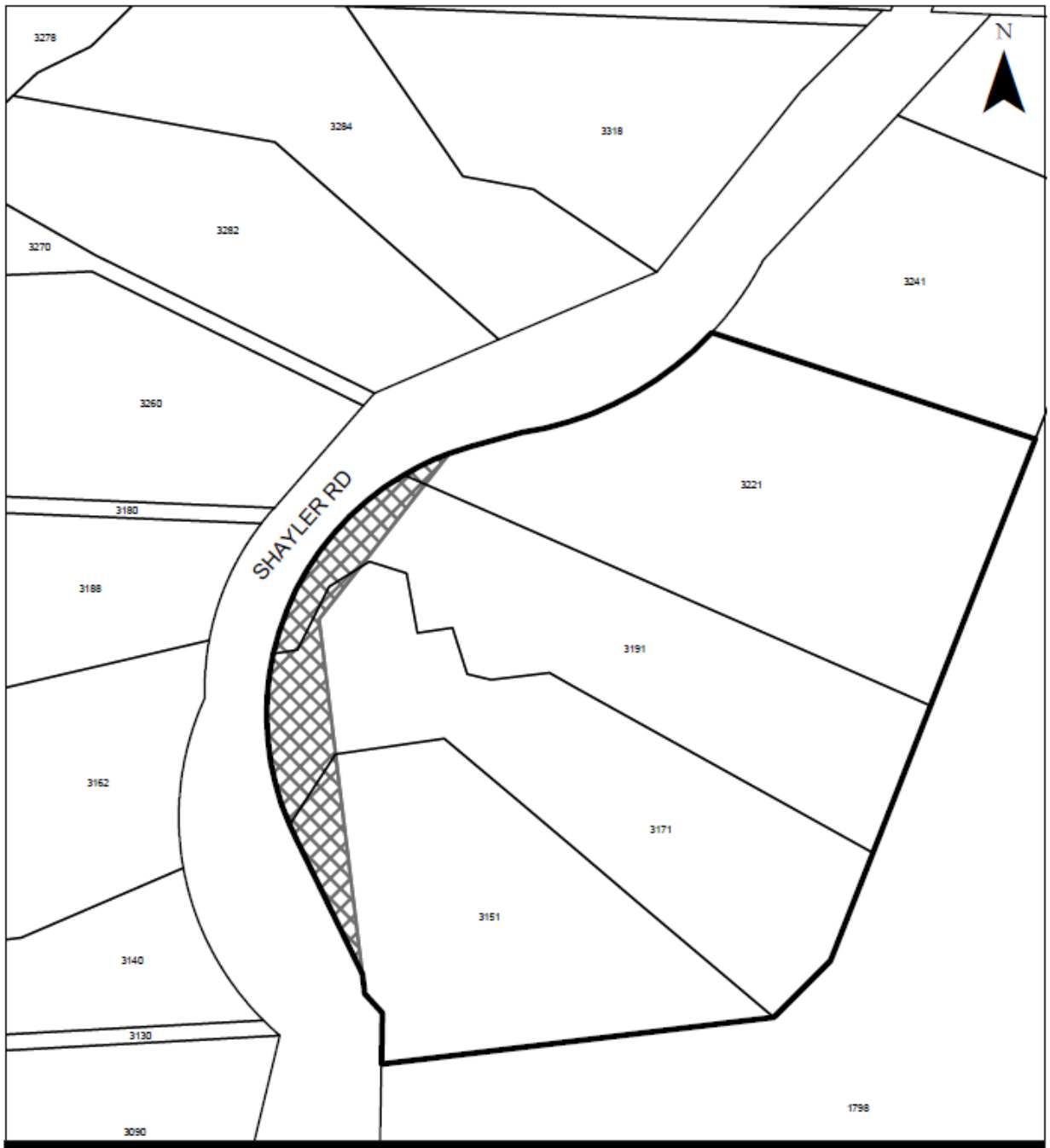
Rev. 2/11/2021

KB


3339
3377
3409
3421
Richter St
3416
3419
3429
3433
3441
3430
PATSY RD
700
3440
3450
3460
718
3477-3499
3400
Lakeshore Rd
SWORDY RD
3510
N
MAP "F" PROPOSED ZONING
File: Z21-0006
Subject Property
P4 - Utilities to C4 - Urban Centre Commercial
This map is for general information only. The City of Kelowna does not guarantee its accuracy. All information should be verified.
City of Kelowna
0 12.5 25 Metres
Rev. 2021/02/19
KB


520
500
482
470
400
505-525
465
425
429
405
375
345
315
305
263
259
SNOWSELL ST N
Glenmore Rd
Scenic Rd
531
2130
2115
2131
2143
2160
N
Subject Property Notes:
Rezone a portion of the subject property from RU6 - Two Dwelling Housing to A1 - Agriculture 1
MAP "G" PROPOSED ZONING
File: Z21-0006
Subject Property
RU6 - Two Dwelling housing to A1 - Agriculture 1
This map is for general information only. The City of Kelowna does not guarantee its accuracy. All information should be verified.
City of Kelowna
0 15 30 Metres
Rev. 2/11/2021
KB


3090
3070
3040
3018
2965
2902
2884
3085
3035
3015
2885
1798
1710
SHAYLER RD
SHAYLER CT
N
MAP "H" PROPOSED ZONING
File: Z21-0006
Subject Properties
RR1 - Rural Residential 1 to RR3 - Rural Residential 3
0 30 60 Metres
This map is for general information only. The City of Kelowna does not guarantee its accuracy. All information should be verified.
City of Kelowna
Rev. 2021/02/19
KB




**MAP "I" PROPOSED ZONING**
**File: Z21-0006**

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

Subject Properties

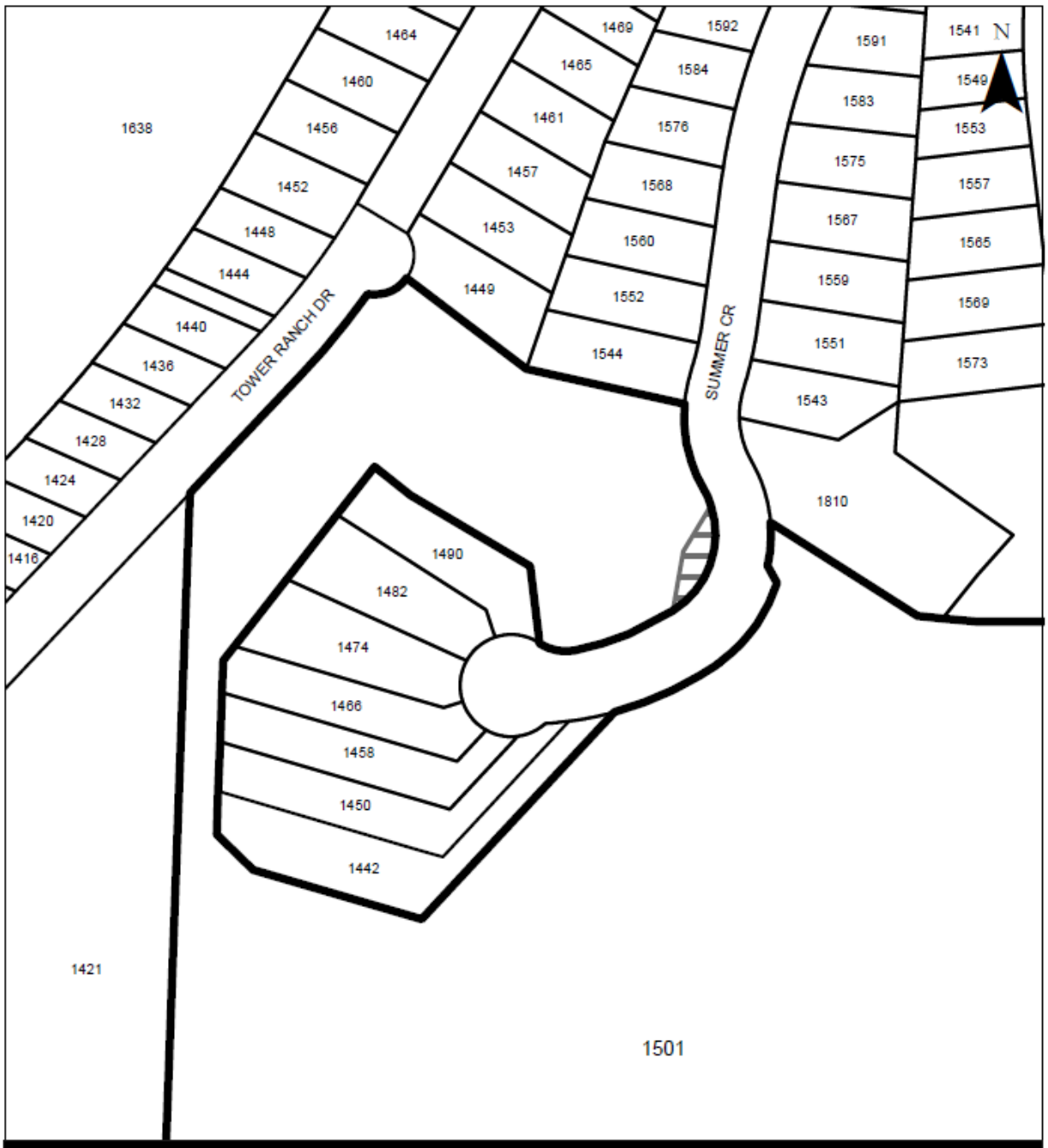
RR1 - Rural Residential 1 to RR3 - Rural Residential 3

0 25 50 Metres

City of Kelowna

Rev. 2021/02/19

KB




**MAP "J" PROPOSED ZONING**
**File: Z21-0006**

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

Subject Properties

RU5 - Bareland Strata to P3 - Parks and Open Space

0 15 30 Metres

City of Kelowna

Rev. 11/12/2020

KB

# REPORT TO COUNCIL

**Date:** March 8, 2021

**To:** Council

**From:** City Manager

**Department:** Development Planning

**Subject:** Temporary Outdoor Patio Program

---

**Recommendation:**

THAT Council authorize the temporary delegation of authority to the Divisional Director of Planning and Development Services to review and approve expanded patio areas on private property as it relates to the City of Kelowna Temporary Outdoor Patio Program until October 31, 2021;

AND THAT Bylaw No. 12181, being Amendment No. 9 to the Development Applications Procedure Bylaw No. 10540, be forwarded for reading consideration.

**Purpose:**

To request temporary delegation of authority by the Divisional Director of Planning and Development Services for the Temporary Outdoor Patio Program on private property until October 31, 2021.

**Background:**

In response to the covid19 pandemic, the Liquor and Cannabis Regulation Branch (LCRB) provided authorization for food primary, liquor primary and manufacturing licenses to temporarily expand service areas until October 31, 2020. These measures allowed businesses to expand existing service areas without reducing occupancies while maintaining appropriate distancing and compliance with provincial health regulations. Authorization given by LCRB was to permit expanded service areas only and would not expand the overall occupancy of the establishment.

In response, the City of Kelowna created the Temporary Outdoor Patio Program to support businesses on private property only. This program was intended to provide a cost-effective (no fees) and streamlined process to increase outdoor patio and retail space on a temporary basis until October 12, 2020. Staff ensured patio areas were adequately screened with landscaping and fencing to ensure safe gatherings for patrons and separation from vehicle and pedestrian traffic. Between June to October 2020, staff approved 33 temporary patios on private property. On October 5, 2020, City Council rescinded the delegated authority of the Divisional Director for liquor license applications, which included the Temporary Outdoor Patio Program.

**Proposal:**

The LCRB has notified local governments that they are extending their temporary expanded service areas until October 31, 2021. As a result, Staff are seeking for the Divisional Director of Planning and Development Services to again be able to review and approve Temporary Outdoor Patios until the same time. This delegation of authority would be limited to Temporary Outdoor Patios only. Any increase to liquor occupancy, change of hours or requests for permanent service areas would be brought to Council through a Liquor License Application. The Temporary Outdoor Patio Program will have the same requirements and process as the Temporary Outdoor Patio Program in 2020, including no fee. The Temporary Outdoor Patio Program expired on October 12, 2020 and businesses that applied under last year's program would need to reapply to receive approval for 2021.

**Conclusion:**

Given the recent changes to provincial regulations, as well as the success of the Temporary Outdoor Patio Program on private property in 2020, Staff are seeking to extend the City's Temporary Outdoor Patio Program until October 31, 2021 and to permit the Divisional Director of Planning and Development Service the delegated authority to approve these applications.

**Report prepared by:** Jason Issler, Planning Technician II

**Reviewed by:** Jocelyn Black, Urban Planning Manager

**Approved for Inclusion:** Terry Barton, Development Planning Department Manager

# Temporary Outdoor Patio Program 2021

# Purpose

To temporarily delegate Council's authority for local government input, specifically related to Temporary Outdoor Patio Program, to the Divisional Director of Planning and Development Services until October 31, 2021.

# Patio Program 2020 Summary

City of Kelowna

- Was permitted until October 12, 2020.
- Created a simple, cost-effective (no fees) and streamlined process for approval.
- Staff reviewed patio areas to be screened with landscaping or fencing and ensure safe gatherings for patrons from vehicle and pedestrian traffic.
- Approved 33 Temporary Outdoor Patio's on Private Property.

# Examples

Forbidden Spirits Distilling Co.

Kelowna Yacht Club

# Examples

Spearhead Winery

Jackknife Brewing

# 2021 Temporary Patio

City of Kelowna

- Would be permitted to operate until October 31, 2021 to match the end date of LCRB's approval.
- Process and application requirements would remain the same to maintain efficient processing and approval time.

# Staff Recommendation

- Staff are recommending support to extend the City's Temporary Outdoor Patio Program until October 31, 2021 and to permit the Divisional Director of Planning and Development Service the delegated authority to approve these applications.

*Conclusion of Staff Remarks*

# CITY OF KELOWNA

# BYLAW NO. 12181

# Amendment No. 9 to Development Applications Procedures Bylaw No. 10540

---

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Development Applications Procedures Bylaw No. 10540 be amended as follows:

1. THAT **Section 2 – General Provisions, 2.3 Delegation of Authority** be amended by adding in its appropriate location a new sub-section 2.3.6 **Temporary Delegation of Authority** that reads:

   "2.3.6 **Temporary Delegation of Authority**

   Pursuant to Section 154(1)(b) of the *Community Charter*, **Council** delegates to the **Divisional Director of Planning and Development Services**:

   a) The powers of **Council** to review and approve expanded patio areas as it relates to the City of Kelowna Temporary Outdoor Patio Program;

   Until October 31, 2021 or until the Government of British Columbia lifts orders restricting the gathering of people, whichever is the later."

2. This bylaw may be cited for all purposes as "Bylaw No. 12181, being Amendment No. 9 to Development Applications Procedures Bylaw No. 10540."

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

# CITY OF KELOWNA

# BYLAW NO. 12120
# Z20-0028 -
# 1295 Rodondo Place

---

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 2 Section 6 Township 23 ODYD Plan 29771 located at Rodondo Place, Kelowna, BC from the RR1 – Rural Residential 1 zone to the RU1 – Large Lot Housing zone and P3 – Parks and Open Space zone as per Map "A" attached to and forming part of this bylaw.

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 16th day of November, 2020.

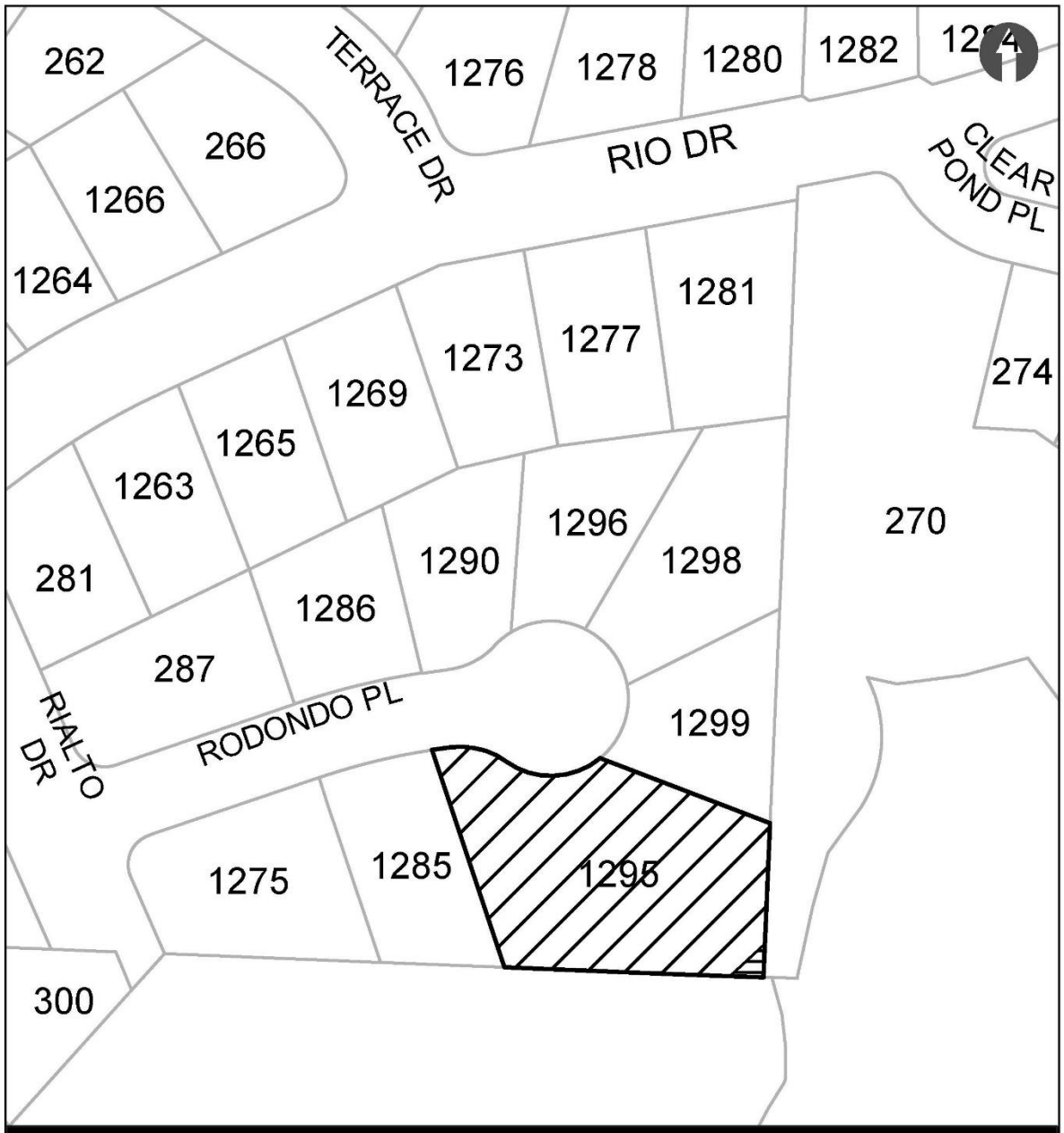
Considered at a Public Hearing on the 12th day of January, 2021.

Read a second and third time by the Municipal Council this 12th day of January, 2021.

Adopted by the Municipal Council of the City of Kelowna this

_____
Mayor

_____
City Clerk




**MAP "A" Proposed Zoning**
File Z20-0028

RR1 - Rural Residential 1 to P3 - Parks and Open Space
RR1 - Rural Residential 1 to RU1 - Large Lot Housing
Subject Property

0 15 30 Metres

City of Kelowna

Rev. Friday, October 30, 2020

# Report to Council

**Date:** March 8, 2021

**To:** Council

**From:** City Manager

**Subject:** Green Infrastructure Opportunities

**Department:** Policy & Planning

---

**Recommendation:**

THAT Council, receives, for information, the report from the Policy and Planning department, dated March 8, 2021, outlining opportunities for green infrastructure in Kelowna;

AND THAT Council directs staff to pursue the recommended approach outlined in the report from the Policy and Planning department, dated March 8, 2021, to implement green infrastructure in the City's right of way.

**Purpose:**
To inform Council on options available to increase green infrastructure (GI) in Kelowna's public road rights of way (ROWs).

**Background:**
A changing climate has major consequences for local governments who are on the front lines of storms, flooding and wildfires; responsible for infrastructure; provide first responder services; and educate and prepare residents.[1] The findings of the recent "*Climate Projections for the Okanagan Region*" models the changes that the Okanagan climate could experience over the coming decades[2] which will influence Kelowna's future infrastructural needs. Significant changes are projected with hotter and drier summers, warmer winters, increased precipitation in all seasons except summer, and a shifting of the seasons.

The use of green infrastructure (GI), defined as "*enhanced ecological and engineered assets designed to mimic and maintain connectivity with natural systems"*, is one option the City can employ that will help deliver on Council's priority to *prepare for and be resilient to the potential changes in climate*. Policy in

---

[1] Don Lidstone, QC and Ian Moore, September 25, 2019. "Declaring a Climate Emergency – Legal Issues" for Planning Institute of BC Climate Emergency Webinar.
[2] Regional District North Okanagan, Regional District of Central Okanagan, Okanagan-Similkameen, Pinna Sustainability. (2020). *Climate Projections for the Okanagan Region.* Retrieved from: https://www.regionaldistrict.com/media/279459/OK_Climate_Projections_Report_Final.pdf

the 2040 Draft Official Community Plan provides direction for the use of green infrastructure to help reduce the vulnerabilities of natural and human systems to new climate realities and capitalize on new opportunities. Like most climate initiatives, it is not a silver bullet solution, but is an effective means to address climate change resiliency and adaptability, while reducing greenhouse gas (GHG) emissions.

As Kelowna's climate continues to change, GI can help address the anticipated increased storm events, heat waves and flooding. GI options range from onsite assets like green roofs and cisterns, to offsite (City-owned) assets like bioretention and permeable pavements. These integrated GI techniques aim to deviate from natural processes as little as possible, delivering multiple benefits while building resiliency to the pressures of climate change as illustrated (see Figure 1). Ultimately, GI is one tool that helps return developed areas to a pre-developed ecological state.

*Figure 1: Benefits of green infrastructure*

With a grant from the Pacific Institute for Climate Solutions (PICS), a Climate Adaptation Intern was hired for a four-month period. This intern investigated high level options for the City to pursue green infrastructure, then refined the research to look specifically at options for utilizing green infrastructure in public road rights of ways (ROWs) as illustrated in Figure 2.

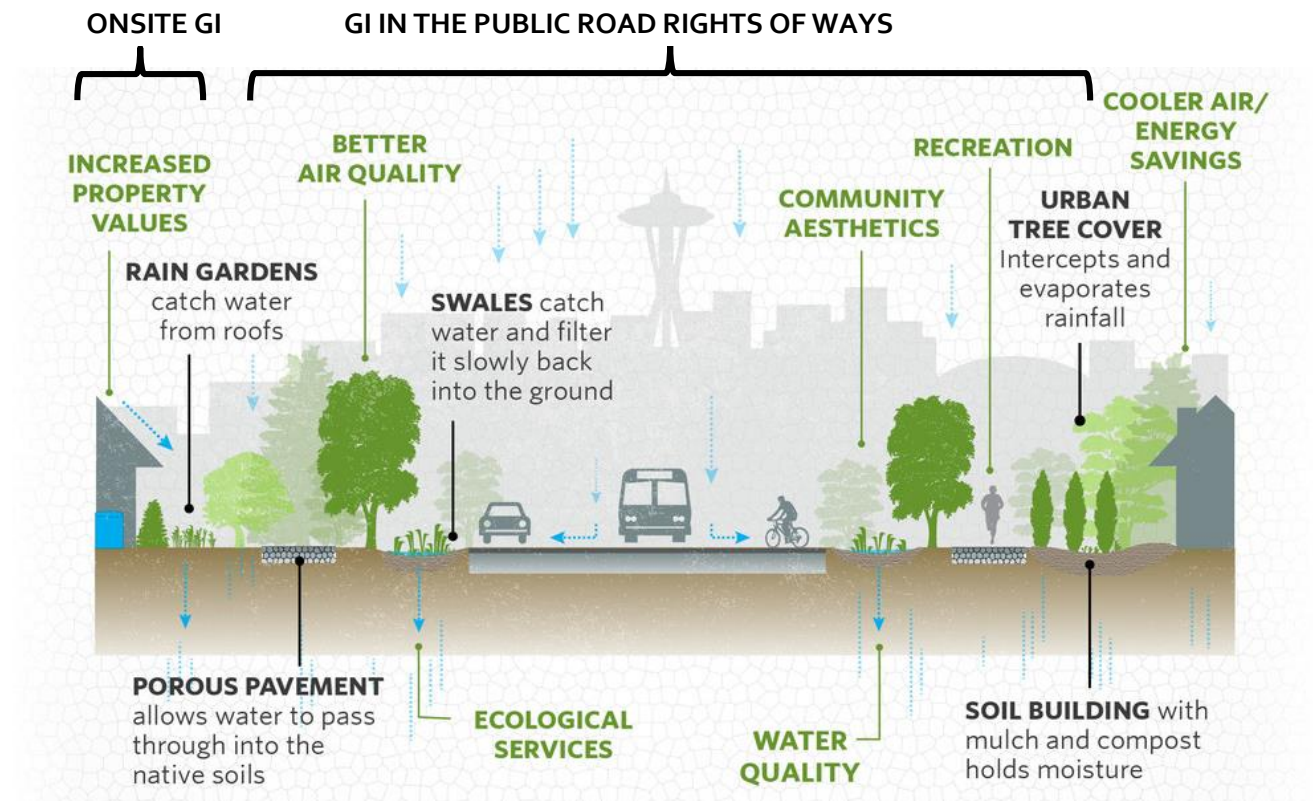



*Figure 2: Green infrastructure in the ROW.*
*Source: https://www.washingtonnature.org/cities/stormwater/green-infrastructure-infographic*

**Discussion:**
The City maintains approximately 525 km of paved ROW. For context, the City would have to address approximately 31,500 liters of stormwater runoff for a typical 3mm storm event over this network, plus any onsite stormwater that runs into the ROW. Despite being able to address stormwater events such as these, while providing numerous other benefits, GI is often perceived as an expensive "add-on". As no framework currently exists to identify GI opportunities, it places these considerations as an afterthought in the ROW decision-making, design, and implementation processes.

Figure 3 illustrates the types of GI assets that can be implemented in the ROW, according to their classification as either enhanced or engineered. GI in the ROW is the most cost-effective option at the time of initial development. It can, however, be implemented during reconstruction, repaving, urbanization, or adjacent onsite development projects. GI is not suitable in all locations, and site specific conditions, such as those listed below, should be met to avoid risks or challenges:

- *No pre-existing or failing stormwater infrastructure exists*. It is cost ineffective to remove functioning infrastructure;
- *Relatively flat site*. Steep hillsides pose stormwater velocity and hillside erosion risk;

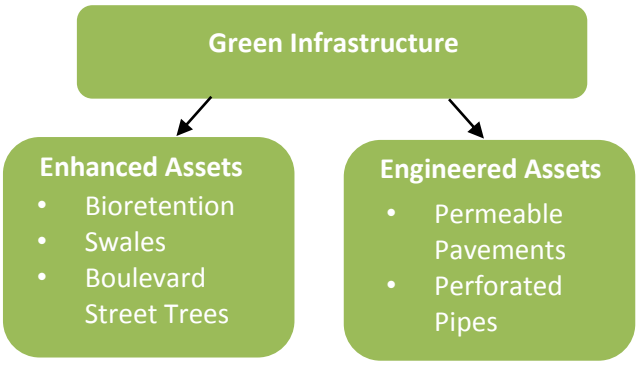



*Figure 3: GI Assets that can be implemented in the ROW*
*Source: Municipal Natural Assets Initiative. (2017). Defining and Scoping Municipal Natural Assets.*

- *Soils with appropriate permeability and saturation*. Drainage is critical to successful GI implementation; or
- *Not in close proximity to riparian areas*: A higher water table adjacent to riparian areas may impact GI effectiveness.

The City already employs several forms of GI. Gravel soak-aways (the unpaved road areas between pavement and property line) were common design practice in the past and remain an effective method of disposing runoff from minor storms to ground while still allowing for parking and winter snow removal. Soak-aways are maintained by City operations, and their effectiveness is based on how much fines are mixed with coarse gravels from normal road sweeping and snow clearing operations. Further examples of other GI assets the City has piloted include bioretention[3] at Lakeshore and Cook, Silva cells[4] on Lawrence avenue, and permeable pavers[5] at Parkinson Recreation Centre and City Park. These examples continue to function as designed, but there has yet to be a neighborhood scale implementation of GI in the ROW that acts as a larger scale substitute for conventional infrastructure. A lack of monitoring of GI assets has made it difficult to evaluate their performance and benefits.

**Economics of Green Infrastructure**

A 2011 report analyzing nearly 500 GI projects across the US and Canada found that in 75 per cent of the cases GI either reduced or did not influence the cost of a project.[6] Savings can be realized in all three phases of a project: construction, maintenance, and refurbishment/demolition.

1. ***Construction***. Savings are realized by a reduced need for conventional infrastructure. For example, the City of Seattle has reported savings of 10-20% for GI ROW development compared to conventional ROW development, citing reduced needs for curbs, gutters, catch basins, and asphalt.[7] While the City of Kelowna does not construct many ROWs, communicating these savings could act as an effective incentive to increase the uptake of GI amongst developers.
2. ***Maintenance***. Maintenance costs present an obstacle to GI implementation as it is often more expensive to maintain than conventional infrastructure. While true, this ignores the reality that GI assets like bioretention facilities, permeable pavement and grassed swales can act as an effective substitute to large-scale GI assets like stormwater detention ponds, and over the long term, their maintenance costs can be less expensive. Some municipalities have found that residents become stewards of GI, seeing its worth to their property value, well-being, and

[3] Bioretention refers to three types: bioretention curb bump-outs, boulevard bioretention, and roundabout bioretention. They all use natural infiltration, evapotranspiration, and infiltration properties of soil and vegetation to collect and treat stormwater runoff.

[4] The Silva Cell is a modular suspended pavement system that uses soil volumes to support large tree growth and provide powerful on-site stormwater management through absorption, evapotranspiration, and interception.

[5] Permeable pavement refers to three types of surfaces: porous asphalt, pervious concrete, permeable interlocking pavers. All types use porous spacing to reduce the amount of impermeable surface on paved areas.

[6] American Society of Landscape Architects. (2011, September 26). *ASLA Releases More than 475 Green Infrastructure Case Studies*. Retrieved from: https://dirt.asla.org/2011/09/26/asla-releases-more-than-475-stormwater-management-case-studies/

[7] United States Environmental Protection Agency. (2010). *Green infrastructure case studies: municipal policies for managing stormwater with green infrastructure.* (EPA-841-F-10-004). Retrieved from: https://nepis.epa.gov/Exe/ZyPDF.cgi/P100FTEM.PDF?Dockey=P100FTEM.PDF

community,[8] however, in one Kelowna example, it was found that as homeownership changes, new residents do not always want the responsibility.

3. ***Rehabilitation and demolition.*** Research shows that although conventional infrastructure refurbishment is required less frequently than GI, its substantially higher costs associated with roadway excavation will drive prices up.[9] Further, GI can offer a more cost-effective means to balance various City objectives, while concurrently enjoying numerous ancillary benefits.

To understand the potential implementation and cost savings in a local context, staff performed a case study on the impacts on the servicing requirements of a proposed rezoning of 70 lots in the City's Health District to a RU7 classification. In response to the increase in impervious surface and associated stormwater runoff, Utility Planning completed a high-level neighbourhood analysis of proposed GI solutions that could infiltrate the additional stormwater runoff including bioretention curb bump-outs, grass swales, and bioswales. Staff further conducted a parallel life cycle analysis to help guide decisions around the costs and benefits of two alternatives. Figure 4 demonstrates the key findings, summarizing the benefits and cost savings that GI development could have compared to a hypothetical conventional development.

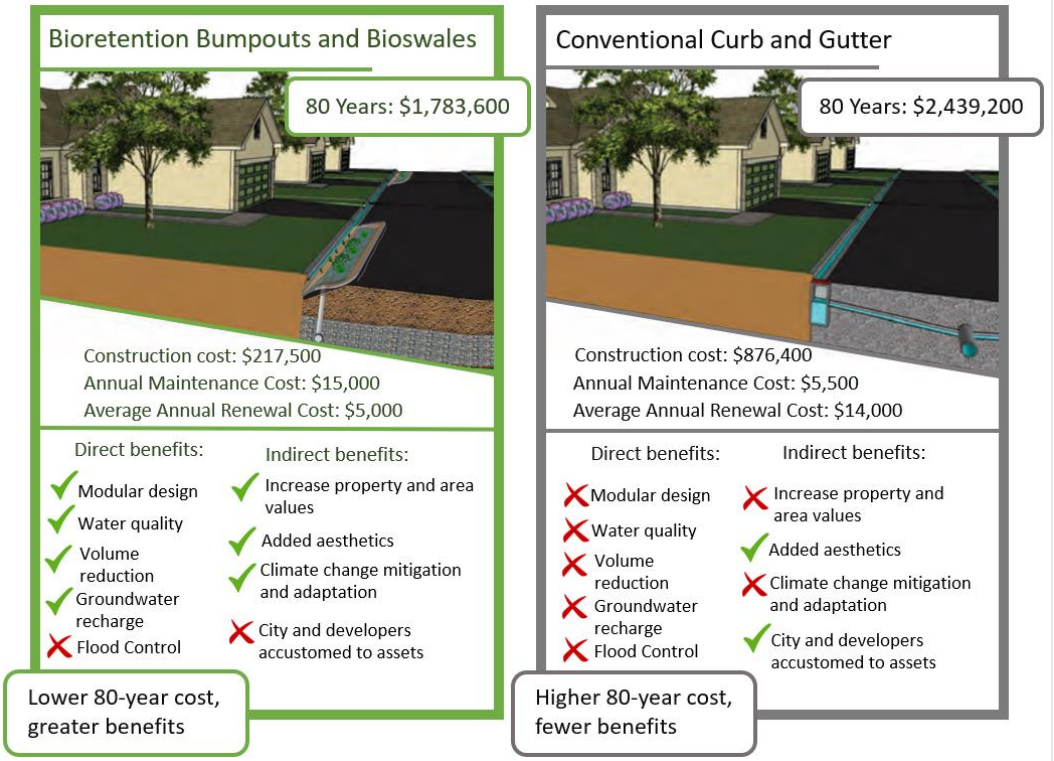



*Figure 4: Breakdown of key costs and benefits of GI and conventional infrastructure scenarios for the case study of a proposed rezoning of 70 lots to RU7 in Kelowna's Health District.*

[8] Credit Valley Conservation. (2020). *Grey to Green Road Retrofits: Optimizing Your Infrastructure Assets Through Low Impact Development.* Retrieved from: https://cvc.ca/wp-content/uploads/2015/01/Grey-to-Green-ROW-Road-Right-Of-Way.pdf

[9] Credit Valley Conservation. (2020). *Grey to Green Road Retrofits: Optimizing Your Infrastructure Assets Through Low Impact Development.* Retrieved from: https://cvc.ca/wp-content/uploads/2015/01/Grey-to-Green-ROW-Road-Right-Of-Way.pdf

**GI Approach Options**

There are several approaches a local government can employ to expand green infrastructure within the community: regulations, education and awareness or incentives. Staff are looking at an approach with two phases. The first phase looks at options for expanding off-site GI within the City ROW as outlined in Table 1. As on-site GI options were not reviewed during this project, Phase 2 seeks to research options to encourage and expand on-site GI as outlined in Table 2.

***Phase 1: Expanding GI in the ROW***

| Program | Description |
|---|---|
| **Updating Regulations** – can reduce costs and create policy change within established processes | |
| Bylaw 7900: Subdivision and Servicing<br>**Multiple areas of the bylaw are in the process of being updated** | • Investigate options to integrate:<br>  ○ Rainwater management requirements for development (e.g. require a % of on-site infiltration)<br>  ○ GI stormwater policy and design manuals/cross sections |
| Bylaw 10515: Kelowna Development Cost Charges Bylaw<br>**to be updated as part of the 2040 OCP and Servicing Plan** | • Investigate incorporating a stormwater DCC that could be utilized for GI initiatives where appropriate. |
| **Education / Awareness** – can increase public and stakeholder's knowledge and awareness of GI | |
| Communications strategy highlighting flagship projects | • Investigate potential GI projects that can be implemented at high visibility sites to demonstrate the City's commitment to climate initiatives.<br>• Evaluate the costs and performance of the project.<br>• Pair projects with educational signage and materials to demonstrate benefits and potential cost savings.<br><br>***Note:*** Projects could incur high capital and operating costs and should only be pursued with the appropriate site selection and budget allocation |

***Phase 2: Expanding Onsite GI***

As on-site GI was out of scope for this project, it is recommended that the following actions be explored at a future date to expand on-site GI.

| Program | Description |
|---|---|
| **Updating Regulations** – can reduce costs and create policy change within established processes | |
| Bylaw 8000: Zoning On-site | • Investigate opportunities to update landscaping standards to incorporate green infrastructure concepts (e.g. design landscaping to encourage storm water infiltration, expand tree canopy to reduce heat island effect, etc.) |
| **Incentives** – can be an effective means to achieve greater GI implementation in areas outside the City's regulatory scope. | |
| Incentives | • Investigate incentive programs, as used in several other communities such as Gibsons, Burnaby and Thunder Bay, to encourage the use of GI by developers and property owners. Options include:<br>  ○ tax exemptions<br>  ○ density bonuses<br>  ○ rebates |

**Next Steps:**
The work completed by the Climate Adaptation Intern has sparked interest and discussion amongst multiple City departments. An ad-hoc internal stakeholder group has been assembled to continue the conversation and examine opportunities for the advancement of green infrastructure.

The Subdivision, Development and Servicing Bylaw (Bylaw 7900), Zoning Bylaw (Bylaw 8000) and Kelowna Development Cost Charges Bylaw (Bylaw 10515) are all either in the process of being updated or will be updated over the course of 2021. This provides an opportunity to integrate green infrastructure policy and design within these updates. Consultation with stakeholders and the public will be part of the update process, prior to Council's consideration of the bylaw amendments.

When the City implements new GI projects, communication materials can be developed to educate the public and stakeholders on the costing, potential savings compared to conventional infrastructure and the direct and indirect benefits the GI provides.

**Conclusion:**
Green infrastructure presents another "*tool in the toolbox*" to address climate change, as it can not only mitigate the risks and costs associated with severe weather, but it can sequester carbon reducing GHG emissions. To date, GI developments have often been considered as "add-ons" to conventional infrastructure rather than incorporating it at the time of development, resulting in missed opportunities. However, placing GI alternatives on par with conventional infrastructure allows for cost-effective opportunities to be considered and acted upon. With increased urbanization and densification, as signaled in the draft 2040 OCP, the myriad of environmental, social, and economic benefits GI delivers will be of increasing importance to support more livable communities.

**Internal Circulation:**
Development Engineering
Infrastructure Engineering
Infrastructure Operations
Public Works
Integrated Transportation
Utility Planning

**Considerations applicable to this report:**

***Existing Policy:***

**OCP Policy 6.2.1** **GHG Reduction Targets and Actions**. The City of Kelowna will, in partnership with senior governments; local residents and businesses; NGOs; external agencies; and utility providers, work towards reducing absolute community greenhouse gas emissions by:

- 4% below 2007 levels by 2023
- 25% below 2007 levels by 2033
- 80% below 2007 levels by 2050

**OCP Policy 7.1.1** **Life Cycle Analysis.** Complete a life cycle analysis of infrastructure to assess the capital and operating costs of alternative investment options for a given project. Assessment of need, supply and demand strategies should be considered simultaneously.

**OCP Policy 7.2.1** **Integrated Design Process.** Ensure all infrastructure projects are considered for an integrated design process to ensure achievement of multiple objectives.

**OCP Policy 7.13.1** **Run-off Volumes.** Manage runoff volumes generated by urban development to minimize changes in water flow and impacts to watershed health.

**OCP Policy 7.13.2** **Re-use of Stormwater.** Encourage the use of stormwater as a resource not to be wasted but captured and re-used for irrigation and recharging acquirers, where capture and re-use would not negatively impact downslope properties.

**OCP Policy 7.13.3.** **Urban Run-off Impacts.** Require the mitigation of urban runoff impacts through the effective use of stormwater detention and treatment facilities prior to discharging to receiving waters.

GI supports three of the draft 2040 OCP's ten pillars:

**Protect & Restore Our Environment** **Take Action on Climate** **Focus Investment in Urban Centres**

***Financial/Budgetary Considerations:***

The City received a $12,000 grant from the Pacific Institute for Climate Solutions to support the intern working on this project. Existing budgets supplemented the remainder of the salary costs.

Budgetary implications will be brought forward for Council's consideration as each phase is implemented. It is important to evaluate GI on a life cycle basis and fund accordingly. Capital costs for construction and renewal are often lower than conventional infrastructure, however maintenance costs, which are funded from separate budgets, are often higher.

Submitted by:

D. Noble-Brandt
Dept. Manager, Policy and Planning

J. Kay
Development Engineering Manager

**Approved for inclusion:** D. Noble-Brandt, Dept. Manager, Policy & Planning

cc:
R. MacLean, Utility Planning Manager
J. Shaw, Infrastructure Engineering Manager
I. Wilson, Infrastructure Operations Department Manager
D. Strachan, Community Planning & Development Manager

# Green Infrastructure:
## Opportunities and Options for the City

Mar 8, 2021

# What is Green Infrastructure?

- enhanced ecological and engineered assets designed to mimic and maintain connectivity with natural systems
- aims to deviate from natural processes as little as possible.

# Why Move Toward Green Infrastructure?

- Imagine Kelowna
  - Be resilient in the face of climate change
  - Create great public spaces
  - Build healthy neighbourhoods for all
  - Grow vibrant urban centres
- Council Priorities
  - Resiliency and adaptability to climate change
  - GHG emissions are decreasing
  - Infrastructure deficit is reduced
  - Site design is high quality…
- 2030 OCP
  - Obj.7.1 Apply sustainable decision-making approaches
  - Obj. 7.2 Design infrastructure to deliver maximum benefit
  - Obj. 7.23 Manage stormwater and run-off to reduce risk of flooding and erosion

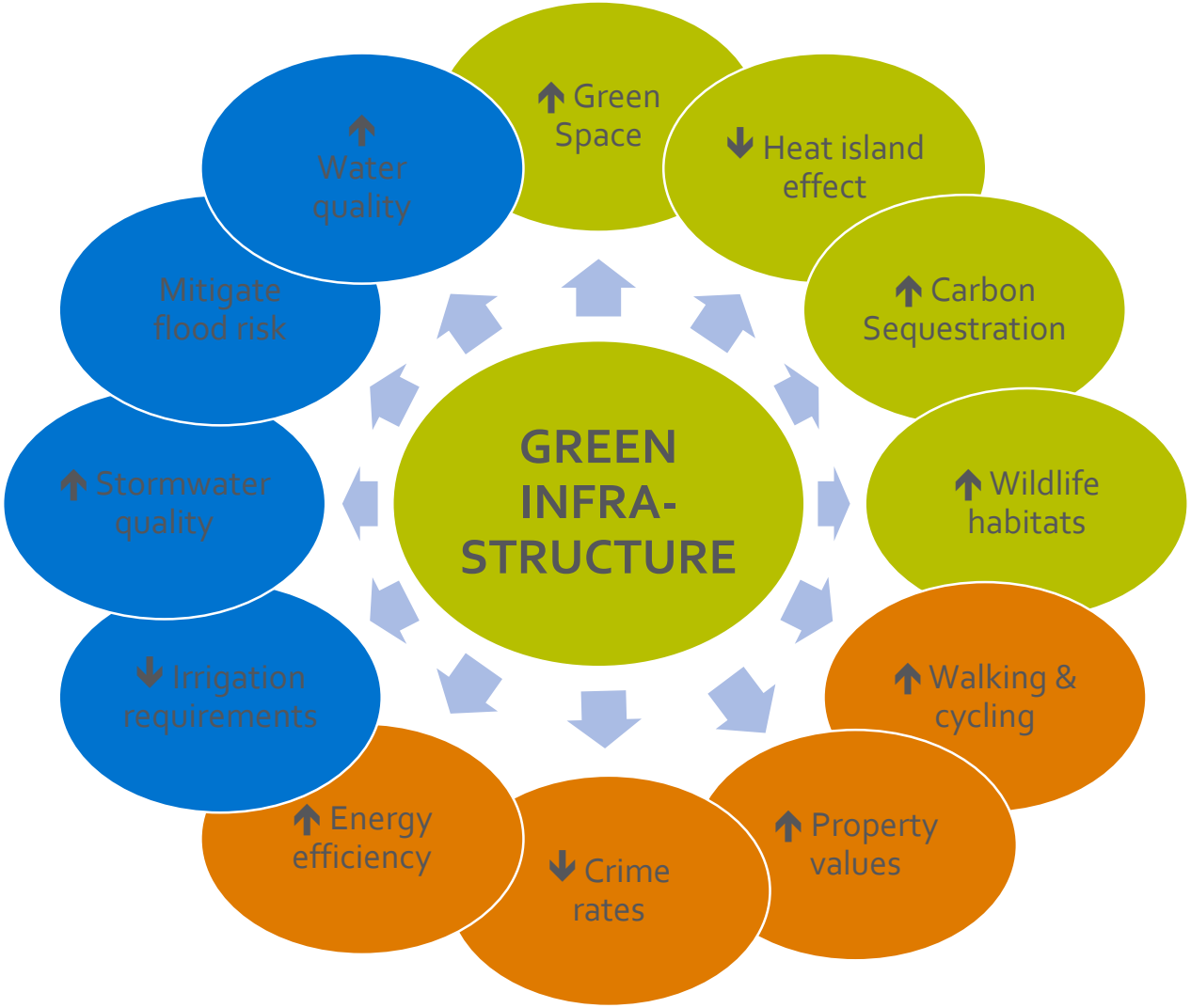
*More precipitation*

*Extreme Weather*

*Drier summers*

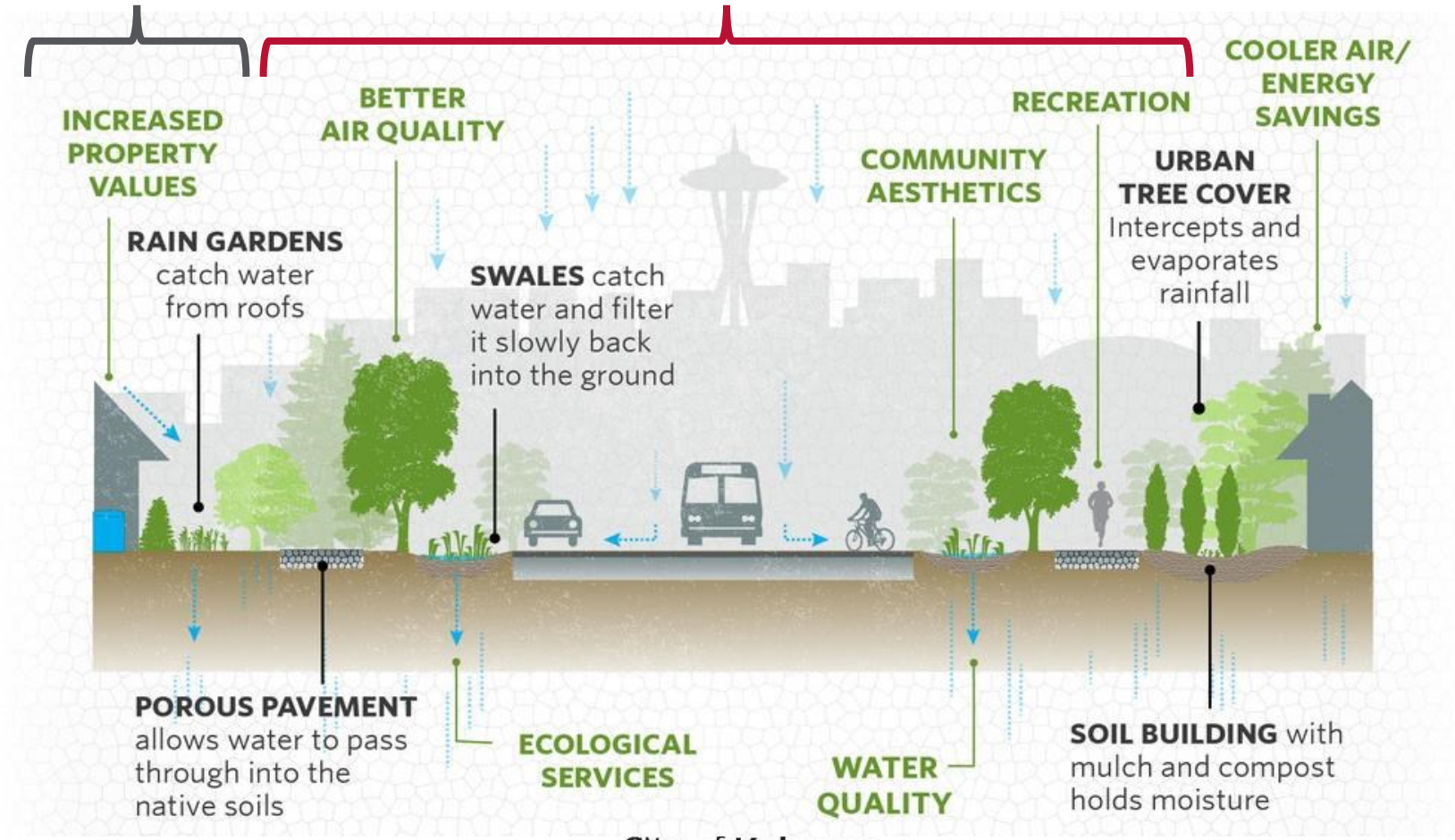
*Warmer temperatures*

# Green Infrastructure Benefits



# Study Focus: GI in Public ROWs

**ONSITE GI** **GI IN PUBLIC ROWs**




City of **Kelowna**

# Infrastructure Options

## Green Infrastructure

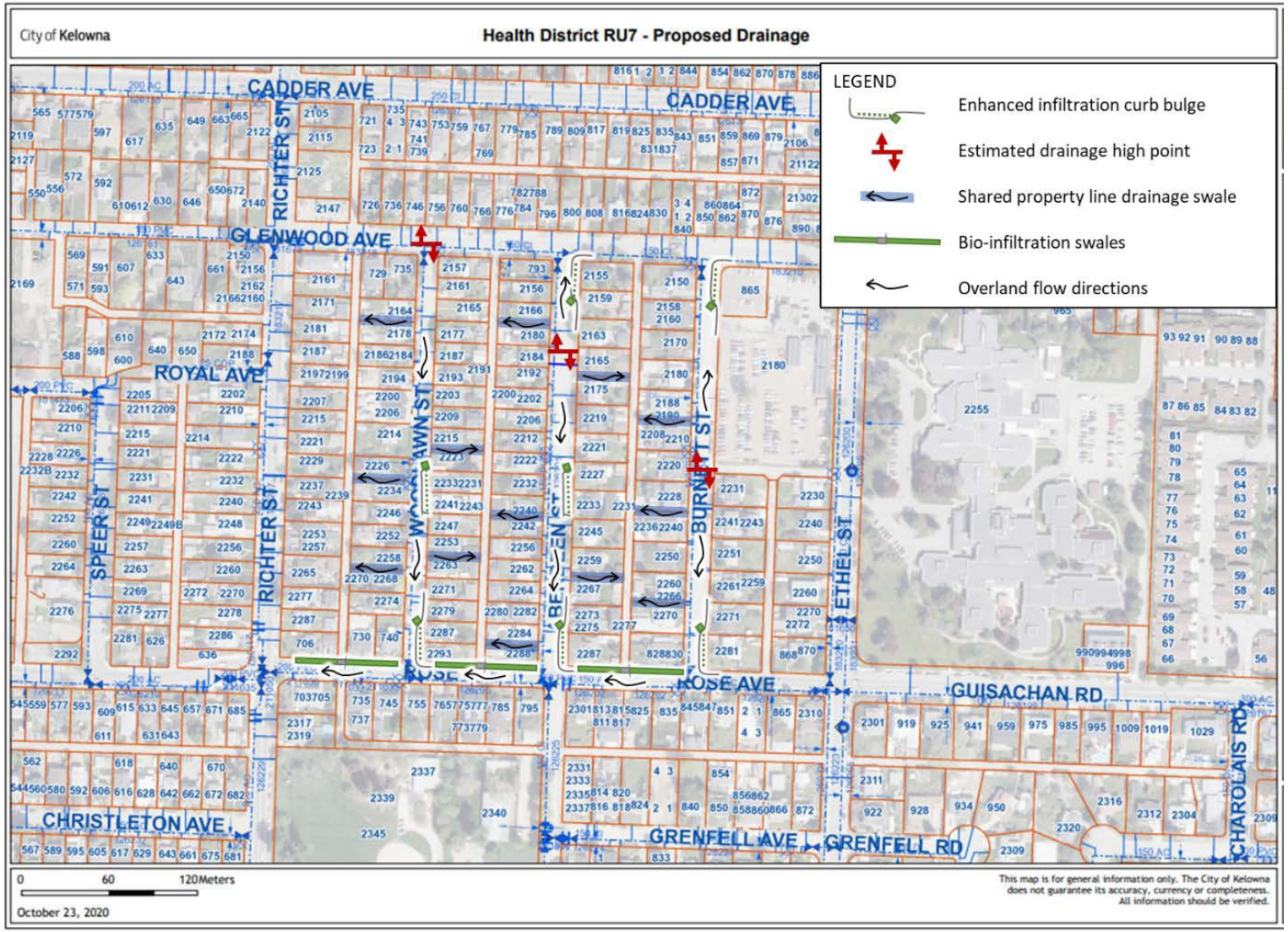
### Enhanced Assets

- Bioretention
- Swales
- Street Trees

### Engineered Assets

- Permeable Pavements
- Perforated Pipes

# Case study: GI Potential



# Bioretention

# Swales

## Bioretention Bumpouts and Bioswales

80 Years: $1,783,600

Construction cost: $217,500
Annual Maintenance Cost: $15,000
Average Annual Renewal Cost: $5,000

Direct benefits:

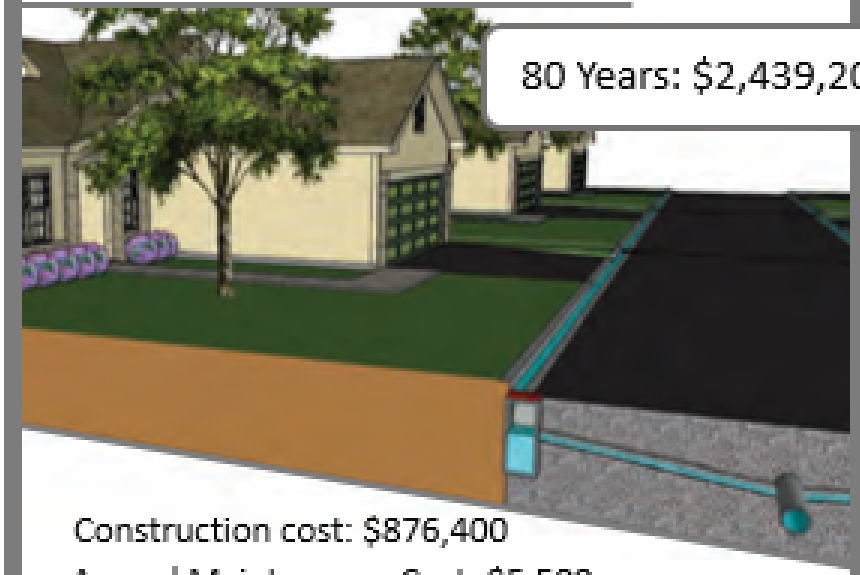
- ✓ Modular design
- ✓ Water quality
- ✓ Volume reduction
- ✓ Groundwater recharge
- ✓ Flood Control

Indirect benefits:

- ✓ Increase property and area values
- ✓ Added aesthetics
- ✓ Climate change mitigation and adaptation
- ✗ City and developers accustomed to assets

Lower 80-year cost, greater benefits

## Conventional Curb and Gutter



80 Years: $2,439,200

Construction cost: $876,400
Annual Maintenance Cost: $5,500
Average Annual Renewal Cost: $14,000

Direct benefits:

- ✗ Modular design
- ✗ Water quality
- ✗ Volume reduction
- ✗ Groundwater recharge
- ✓ Flood Control

Indirect benefits:

- ✓ Increase property and area values
- ✓ Added aesthetics
- ✗ Climate change mitigation and adaptation
- ✓ City and developers accustomed to assets

Higher 80-year cost, fewer benefits

# Approach Options: Phase 1

## Regulations

Bylaw 7900: Subdivision, Development & Servicing Bylaw

Bylaw 10515: Kelowna's DCC Bylaw

## Education / Awareness

Flagship projects

Cost and performance analysis

Signage and materials

# Approach Options: Phase 2

## Regulations

Bylaw 8000: Zoning Bylaw

## Incentives

Examples:

- Tax exemptions
- Density bonuses
- Rebates

*Special thanks to*

PICS

PACIFIC INSTITUTE
FOR CLIMATE SOLUTIONS

# *Questions?*

# Report to Council

**Date:** March 8, 2021

**To:** Council

**From:** City Manager

**Subject:** Uptown Rutland Business Association 2021 Budget

**Department:** Financial Services

---

**Recommendation:**

THAT Council approve the Uptown Rutland Business Association 2021 Budget as attached to the report of the Revenue Supervisor dated March 8, 2021;

AND THAT Council approve the 2021 levy of $194,449 on the Class 5 and Class 6 properties located within the boundaries of the Uptown Rutland Business Improvement Area.

**Purpose:**

To authorize the 2021 levy on Class 5 light industry and Class 6 business/other properties located within the Uptown Rutland Business Improvement Area.

**Background:**

On December 11, 2017 Council approved the Uptown Rutland Business Improvement Area Bylaw No. 11504. Bylaw No. 11504 established the local area (Schedule A) for the purpose of annually funding the activity of the Uptown Rutland Business Association for a period of 5 years, 2018 to 2022. In the bylaw Council approved the Uptown Rutland Business Association's 2021 budget request of $194,449 in order for the City to tax the affected properties within the improvement area boundary.

**Discussion:**
Attached is a copy of the 2020 Financial Statements as compiled by BDO Canada LLP, the Uptown Rutland Business Association's 2021 Budget, which includes the 2021 levy of $194,449, and a list of the proposed Board of Directors for 2021 (Schedule B).

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

**Conclusion:**
It is recommended that Council approve the 2021 budget $194,449 as set out in Schedule B to be levied on the Class 5 and 6 properties included on Schedule A.

***Legal/Statutory Authority:***

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

Uptown Rutland Business Improvement Area Bylaw No. 11504

***Legal/Statutory Procedural Requirements:***

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

**Considerations not applicable to this report:**

***Internal Circulation:***
***Existing Policy:***
***Financial/Budgetary Considerations:***
***External Agency/Public Comments:***
***Communications Comments:***

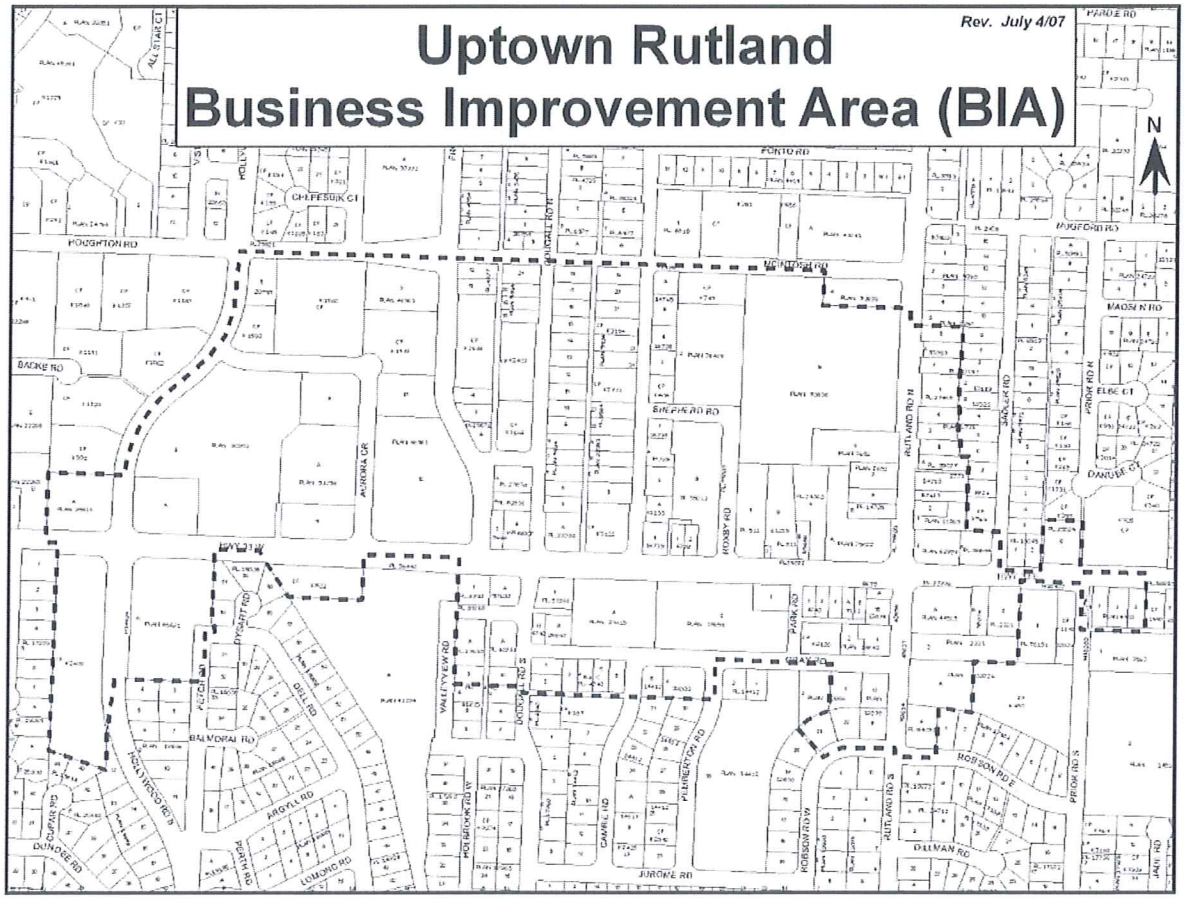
Submitted by:

Angie Schumacher, Revenue Supervisor

**Approved for inclusion:** Genelle Davidson, Divisional Director, Financial Services

Attachments:
Schedule A – Uptown Rutland Business Improvement Area Map
Schedule B – Uptown Rutland Business Association Financials

Schedule A – Map



# Uptown Rutland Business Association
## Financial Statements
For the Year Ended December 31, 2020
(Unaudited - see Notice to Reader)

# Uptown Rutland Business Association
# Financial Statements
## For the Year Ended December 31, 2020
## (Unaudited - see Notice to Reader)

Contents


Notice to Reader

Financial Statements

Statement of Financial Position 2

Statement of Operations and Changes in Net Assets 3

## Notice to Reader

On the basis of information provided by management, we have compiled the statement of financial position of the Uptown Rutland Business Association as at December 31, 2020 and the statement of operations and changes in net assets for the year then ended.

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

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

BDO Canada LLP

Chartered Professional Accountants

Kelowna, British Columbia
January 29, 2021



BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

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

| December 31 | 2020 | 2019 |
|---|---|---|
| **Assets** | | |
| **Current** | | |
| Cash | $ 74,227 | $ 59,100 |
| Accounts receivable | 25,129 | 1,575 |
| Prepaids and deposits | 1,896 | 2,396 |
| | 101,252 | 63,071 |
| **Equipment** | 17,131 | 22,747 |
| **Intangible assets** | 5,496 | 7,066 |
| | $ 123,879 | $ 92,884 |
| **Liabilities and Net Assets** | | |
| **Current** | | |
| Accounts payable and accrued liabilities | $ 9,371 | $ 6,119 |
| **Net Assets** | 114,508 | 86,765 |
| | $ 123,879 | $ 92,884 |

On behalf of the Board:

_____ Director _____ Director

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

| For the year ended December 31 | 2020 | 2019 |
|---|---|---|
| **Revenue** | | |
| Municipal tax levy | $ 209,706 | $ 185,079 |
| Special events and sponsorships | 25,362 | 49,085 |
| | 235,068 | 234,164 |
| **Operating expenses** | | |
| Advertising and promotion | 12,001 | 32,719 |
| Amortization on equipment | 5,616 | 5,725 |
| Amortization on intangible assets | 1,570 | 1,570 |
| Beautification/Streetscape | 55,418 | 64,031 |
| Insurance | 1,830 | 1,993 |
| Interest and bank charges | 69 | 111 |
| Office | 11,419 | 6,014 |
| Professional fees | 6,728 | 6,421 |
| Rental | 12,512 | 12,512 |
| Repairs and maintenance | 959 | 640 |
| Salaries and wages | 88,000 | 88,513 |
| Special events | 5,334 | 17,630 |
| Telephone | 3,550 | 4,076 |
| Training | 1,221 | 3,226 |
| Travel | 1,128 | 1,898 |
| | 207,355 | 247,079 |
| **Excess of revenues over expenses before other income** | 27,713 | (12,915) |
| **Other income** | | |
| Interest income | 30 | 42 |
| Proceeds on insurance claims | - | 917 |
| **Excess of revenues over expenses** | 27,743 | (11,956) |
| **Net assets, beginning of the year** | 86,765 | 98,721 |
| **Net assets**, end of the year | $ 114,508 | $ 86,765 |

| | | | | |
|---|---|---|---|---|
| UPTOWN RUTLAND BUSINESS IMPROVEMENT ASSOCIATION | | | | |
| BUDGET 2021 | | | | |
| **REVENUE** | | **2021 BUDGET** | | **2020 YEAR END** |
| Membership Levy | $ | 194,449.00 | $ | 209,706.00 |
| Events & Promotions & Grants | $ | 32,000.00 | $ | 25,362.00 |
| | | | | |
| **TOTAL REVENUE** | **$** | **226,449.00** | **$** | **235,068.00** |
| | | | | |
| **EXPENSES** | | | | |
| Administration & Office Expense | $ | 165,997.00 | $ | 134,602.00 |
| Beautification/Screetscape | $ | 25,500.00 | $ | 55,418.00 |
| Community Safety | $ | 6,100.00 | $ | - |
| Events Promotions | $ | 15,000.00 | $ | 5,334.00 |
| Marketing | | | $ | 12,001.00 |
| | | | | |
| **TOTAL EXPENSES** | **$** | **212,597.00** | **$** | **207,355.00** |
| | **$** | **13,852.00** | **$** | **27,713.00** |

## Board of Directors for 2021 (to be presented at AGM March 3)

| Name | | Business |
|---|---|---|
| Jamie Needham | Director | Interior Savings Credit Union |
| Nick Aubin | Director | Aubin & Associates |
| Chandan (Ruby) Dulay | Director | Centex Gas |
| Jon Garratt | Director | Whisk Cake Co |
| Chris Gayford | Director | Cheeba Cheebas & Mary Janes Headquarters |
| Nancy Wells | Director | KGH Foundation/Rutland Hospital Thrift Shop |
| Navjit Khun Khun | Director | Benson Law |
| Laura | Director | Lux Construction |
| Domenic Rampone | Director | Mara Lumber Home Hardware |
| TO BE FILLED | Director | |
| Kevin MacDougall | Director (Appointed) | Community Policing RCMP |
| TO BE FILLED APRIL -post Chamber AGM | Director (Appointed) | Kelowna Chamber of Commerce |
| TO BE FILLED | Director (Appointed) | |
| Brad Sieben | Ex-Officio | City of Kelowna Councillor |
| Gail Given | Ex-Officio Alternate | City of Kelowna Councillor |
| Karen Beaubier | Executive Director | URBA |

# Uptown Rutland

## Business Improvement Area

## 2021 Budget

# Bylaw No. 11504

- Council approved Bylaw No. 11504 on December 11, 2017
- Term of 2018 to 2022
- Class 05 light industry and 06 business/other

# Budget

- Requesting $194,449 for the fourth year

| YEAR | Uptown Rutland Business Improvement Area (anticipated levy) |
|---|---|
| 2018 | $180,564 |
| 2019 | $185,079 |
| 2020 | $189,706 |
| 2021 | $194,449 |
| 2022 | $204,172 |

# Levy

- Based on assessment values totaling approximately $182 million for class 05 and 06

- A general levy of $1.06 per thousand dollars of assessed value
  - For example: $106 would be levied on property that is assessed at 100,000

*Questions?*

For more information, visit **kelowna.ca**.

# Report to Council

**Date:** March 8, 2021

**To:** Council

**From:** City Manager

**Subject:** Downtown Kelowna Association 2021 Budget

**Department:** Financial Services

---

**Recommendation:**

THAT Council approves the Downtown Kelowna Association 2021 Budget as attached to the report of the Revenue Supervisor dated March 8, 2021;

AND THAT Council approves the 2021 levy of $1,126,084 on Class 5 and Class 6 properties located within the boundaries of the Kelowna Downtown Business Improvement Area.

**Purpose:**

To authorize the 2021 levy on Class 5 light industry and Class 6 business/other properties located within the Kelowna Downtown Business Improvement Area.

**Background:**

On September 17, 2018 Council approved the Kelowna Downtown Business Improvement Area Bylaw No. 11645. Bylaw No. 11645 established the local area (Schedule A) for the purpose of annually funding the activity of the Downtown Kelowna Association for a period of 5 years, 2019 to 2023. In the bylaw Council approved the Downtown Kelowna Association's 2021 budget request of $1,126,084 in order for the City to tax the affected properties within the improvement area boundary.

**Discussion:**

Attached is a copy of the 2020 Financial Statements as reviewed by KPMG LLP Chartered Professional Accountants, the Downtown Kelowna Association's 2021 Budget, which includes the 2021 levy of $1,126,084, and a list of the Board of Directors for 2020/2021 (Schedule B).

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

**Conclusion:**

It is recommended that Council approve the 2021 budget of $1,126,084 as set out in Schedule B to be levied on the Class 5 and 6 properties included on Schedule A.

***Legal/Statutory Authority:***

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

Kelowna Downtown Business Improvement Area Bylaw No. 11645

***Legal/Statutory Procedural Requirements:***

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

**Considerations not applicable to this report:**
**Internal Circulation:**
***Existing Policy:***
***Financial/Budgetary Considerations:***
***External Agency/Public Comments:***
***Communications Comments:***

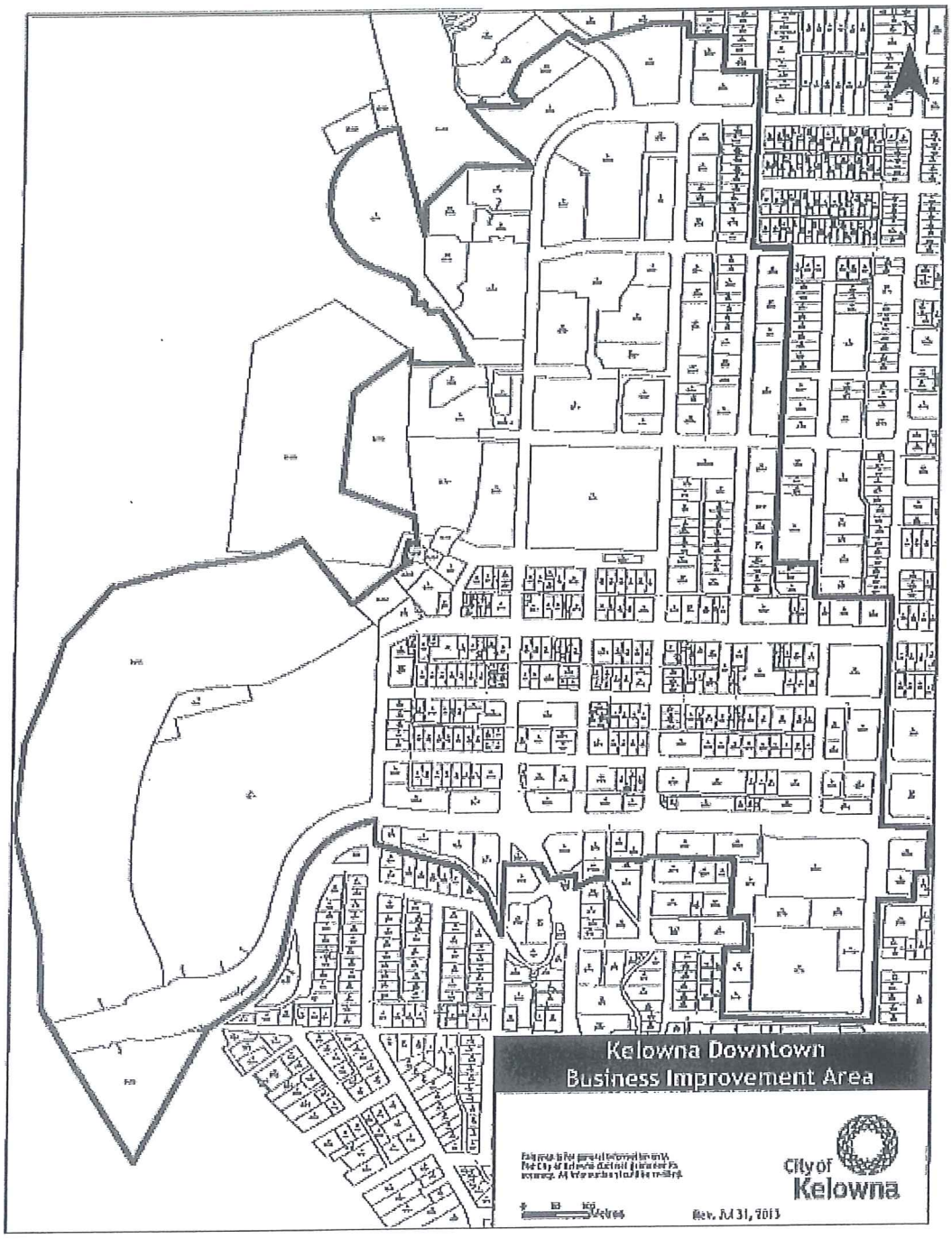
Submitted by:

Angie Schumacher, Revenue Supervisor

**Approved for inclusion:** Genelle Davidson, Divisional Director, Financial Services

Attachments:
Schedule A – Kelowna Downtown Business Improvement Area Map
Schedule B – Downtown Kelowna Association Financials

SCHEDULE A - Map



Financial Statements of

# KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)

Year ended December 31, 2020
(Unaudited)

KPMG LLP
200-3200 Richter Street
Kelowna BC V1W 5K9
Canada
Tel (250) 979-7150
Fax (250) 763-0044

# INDEPENDENT PRACTITIONERS' REPORT

To the Members of Kelowna Downtown Business Improvement Area Society

We have reviewed the accompanying financial statements of Kelowna Downtown Business Improvement Area Society (operating as Downtown Kelowna Association) (the "Society"), which comprise the statement of financial position as at December 31, 2020, the statements of operations, changes in net assets and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

*Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

*Practitioner's Responsibility*

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

KPMG LLP, is a Canadian limited liability partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ('KPMG International'), a Swiss entity
KPMG Canada provides services to KPMG LLP.

*Conclusion*

Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of the Society as at December 31, 2020, and its results of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

*Report on other legal and regulatory requirements*

As required by Section 117(1)(b) of the Societies Act (British Columbia), we are required to state whether these financial statements are prepared on a basis consistent with the basis on which the financial statements that related to the preceding period were prepared. Based on our review, nothing has come to our attention that causes us to believe that the significant accounting policies applied in preparing these financial statements have not been applied on a basis consistent with that of the preceding year.

KPMG LLP

Chartered Professional Accountants

Kelowna, Canada

February 3, 2021

# KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)
Statement of Financial Position

December 31, 2020, with comparative information for 2019
(Unaudited)

| | 2020 | 2019 |
|---|---|---|
| **Assets** | | |
| Current assets: | | |
| Cash | $ 230,592 | $ 178,792 |
| Restricted cash and cash equivalents | 42,448 | 41,801 |
| Accounts receivable | 89,384 | 2,990 |
| Prepaid expenses | 185 | - |
| | 362,609 | 223,583 |
| Tangible capital assets (note 2) | 70,526 | 32,342 |
| | $ 433,135 | $ 255,925 |
| **Liabilities and Net Assets** | | |
| Current liabilities: | | |
| Accounts payable and accrued liabilities | $ 24,208 | $ 28,094 |
| Net assets: | | |
| Invested in tangible capital assets | 70,526 | 32,342 |
| Internally restricted | 42,448 | 41,801 |
| Unrestricted | 295,953 | 153,688 |
| | 408,927 | 227,831 |
| Commitments (note 4) | | |
| | $ 433,135 | $ 255,925 |

See accompanying notes to financial statements.

On behalf of the Board:

_____ Director _____ Director

# KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)
Statement of Operations

Year ended December 31, 2020, with comparative information for 2019
(Unaudited)

| | 2020 | 2019 |
|---|---|---|
| Revenue: | | |
| City of Kelowna - membership levy | $ 1,067,297 | $ 924,198 |
| Clean team | 89,290 | 104,201 |
| Downtown concierge | - | 7,303 |
| Downtown on call | 70,000 | 70,000 |
| Events | 14,587 | 42,424 |
| Other | 703 | 608 |
| Recovery | 15,000 | - |
| | 1,256,877 | 1,148,734 |
| Expenses: | | |
| Amortization | 18,830 | 6,399 |
| Business recruitment | 320 | 5,734 |
| Clean team | 158,638 | 172,953 |
| Communications | 5,596 | 5,836 |
| Downtown concierge | - | 8,367 |
| Downtown on call | 389,892 | 369,940 |
| Events | 37,221 | 70,915 |
| Insurance | 7,540 | 8,325 |
| Marketing and promotion | 52,725 | 51,498 |
| Office and administration | 33,754 | 76,041 |
| Professional development | 544 | 2,140 |
| Professional fees | 17,990 | 8,159 |
| Rent | 32,520 | 33,296 |
| Wages and benefits | 320,211 | 291,562 |
| | 1,075,781 | 1,111,165 |
| Excess of revenue over expenses | $ 181,096 | $ 37,569 |

See accompanying notes to financial statements.

## KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)
Statement of Changes in Net Assets

Year ended December 31, 2020, with comparative information for 2019
(Unaudited)

| **December 31, 2020** | Invested in tangible capital assets | Internally restricted | Unrestricted | Total |
|---|---|---|---|---|
| Net assets, beginning of year | $ 32,342 | $ 41,801 | $ 153,688 | $ 227,831 |
| Excess (deficiency) of revenue over expenses | (18,830) | 647 | 199,279 | 181,096 |
| Purchase of tangible capital assets | 57,014 | - | (57,014) | - |
| Net assets, end of year | $ 70,526 | $ 42,448 | $ 295,953 | $ 408,927 |

| **December 31, 2019** | Invested in tangible capital assets | Internally restricted | Unrestricted | Total |
|---|---|---|---|---|
| Net assets, beginning of year | $ 9,347 | $ 41,193 | $ 139,722 | $ 190,262 |
| Excess (deficiency) of revenue over expenses | (6,399) | 608 | 43,360 | 37,569 |
| Purchase of tangible capital assets | 31,919 | - | (31,919) | - |
| Repayment of long-term debt | 599 | - | (599) | |
| Transfer of net assets | (3,124) | - | 3,124 | - |
| Net assets, end of year | $ 32,342 | $ 41,801 | $ 153,688 | $ 227,831 |

See accompanying notes to financial statements.

# KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)
Statement of Cash Flows

Year ended December 31, 2020, with comparative information for 2019
(Unaudited)

| | 2020 | 2019 |
|---|---|---|
| Cash provided by (used in): | | |
| Operating activities: | | |
| Cash received from City of Kelowna | $ 1,137,646 | $ 1,098,622 |
| Cash received from other revenues | 17,838 | 54,354 |
| Cash paid to suppliers and employees | (1,046,023) | (1,110,148) |
| | 109,461 | 42,828 |
| Financing activities: | | |
| Repayment of long-term debt | - | (599) |
| Investing activities: | | |
| Transfer to restricted cash and cash equivalents | (647) | (608) |
| Purchase of tangible capital assets | (57,014) | (31,919) |
| Proceeds on disposal of tangible capital assets | - | 3,124 |
| | (57,661) | (29,403) |
| Increase in cash | 51,800 | 12,826 |
| Cash, beginning of year | 178,792 | 165,966 |
| Cash, end of year | $ 230,592 | $ 178,792 |

See accompanying notes to financial statements.

# KELOWNA DOWNTOWN BUSINESS IMPROVEMENT AREA SOCIETY

(OPERATING AS DOWNTOWN KELOWNA ASSOCIATION)
Notes to Financial Statements

Year ended December 31, 2020
(Unaudited)

---

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

In March 2020, the World Health organization ("WHO") declared the novel coronavirus (COVID-19) outbreak a pandemic. This has resulted in governments worldwide, including the Canadian government, to enact emergency measures to combat the spread of the virus. These measures, which include social distancing, the implementation of travel bans, and closures of non-essential businesses, have caused material disruption to businesses globally, resulting in an economic slowdown. The extent to which COVID-19 will impact future operations will depend on numerous evolving factors including, but not limited to, the magnitude and duration of COVID-19, its impact on worldwide macroeconomic conditions, including interest rates and market prices, and governmental and business reactions to the pandemic. The situation is dynamic and the ultimate duration and magnitude of the impact on the economy and the financial effect is not known at this time.

**1. Significant accounting policies:**

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

(a) Internally restricted net assets:

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

(b) Cash and cash equivalents:

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

## 1. Significant accounting policies (continued):

(c) Tangible capital assets:

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

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

(d) Revenue recognition:

The Society follows the deferral method of accounting for contributions, which include membership levy and government grants (including municipal and federal grants for clean team, downtown on call and downtown concierge). Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount can be reasonably estimated and collection is reasonably assured.

(e) Contributed services:

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

## 1. Significant accounting policies (continued):

(f) Use of estimates:

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

(g) Financial instruments:

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

## 2. Tangible capital assets:

| | | | 2020 | 2019 |
|---|---|---|---|---|
| | Cost | Accumulated amortization | Net book value | Net book value |
| Equipment | $ 186,830 | $ 147,704 | $ 39,126 | $ 22,518 |
| Furniture and fixtures | 58,765 | 48,984 | 9,781 | 7,635 |
| Computer equipment | 17,562 | 7,943 | 9,619 | 2,189 |
| Website | 12,000 | - | 12,000 | - |
| Leasehold improvements | 8,981 | 8,981 | - | - |
| | $ 284,138 | $ 213,612 | $ 70,526 | $ 32,342 |

Amortization on the website will commence when the asset is available for use in fiscal 2021.

## 3. Related party transactions:

During the normal course of its operations, the Society enters into transactions with Downtown Kelowna business, including entities affiliated with its Directors. These transactions are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

## 4. Commitments:

The Society leases its office space under an operating lease, expiring April 30, 2024. The lease terms provide for base annual rent payments as outlined below plus additional lease costs for common area costs, utilities, property taxes and management fees.

| | |
|---|---|
| 2021 | $ 17,800 |
| 2022 | 18,400 |
| 2023 | 20,800 |
| 2024 | 6,800 |
| | $ 63,800 |

## 5. Remuneration paid to directors, employees and contractors:

In accordance with the Societies Act (British Columbia) Section 36.1 and Societies Regulation 9.2(b):

The Directors of the Society receive no remuneration for the performance of their responsibilities as Directors.

As required by the Societies Act (British Columbia), the Society paid total remuneration, including benefits of $75,000 or greater to one employee for services.

**6. Financial risks:**

(a) Economic dependence:

The Society receives funding from the City of Kelowna through a member levy charged and collected by the City through its property tax system. The Society also receives other grant funding from the City and from federal and provincial government programs. Future operations of the Society depend on the continuation of funding from the City of Kelowna and renewal of the City's membership levy by-law. The current by-law expires December 31, 2023.

(b) Liquidity risk:

Liquidity risk is the risk that the Society will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Society manages its liquidity risk by monitoring its operating requirements. The Society prepares budget and cash forecasts to ensure it has sufficient funds to fulfill its obligations. There has been no change to the risk exposures from 2019.

**DOWNTOWN KELOWNA BUSINESS IMPROVEMENT AREA SOCIETY**
**2021 BUDGET**

| **Revenue** | **2021 Budget** | **2020 Year End** |
|---|---|---|
| Membership Levy | 1,126,084 | 1,067,297 |
| Downtown On Call | 70,000 | 70,000 |
| Downtown Clean Team | 60,000 | 89,290 |
| Events | 15,000 | 14,587 |
| Downtown Summer Team | 26,656 | - |
| Recovery | | 15,000 |
| Other | - | 703 |
| | **1,297,740** | **1,256,877** |

| **Expenses** | **2021 Budget** | **2020 Year End** |
|---|---|---|
| Amortization | - | 18,830 |
| Business Recruitment | 500 | 320 |
| Clean Team | 240,000 | 158,638 |
| Communications | 6,000 | 5,596 |
| Downtown Summer Team | 48,790 | - |
| Downtown On Call | 470,000 | 389,892 |
| Events | 75,500 | 37,221 |
| Insurance | 8,000 | 7,540 |
| Interest on long term debt | - | - |
| Marketing and Promotions | 110,000 | 52,725 |
| Office and Administration | 30,000 | 33,754 |
| Professional Development | 1,000 | 544 |
| Professional Fees | 18,000 | 17,990 |
| Rent | 35,700 | 32,520 |
| Wages and Benefits | 332,160 | 320,211 |
| | **1,375,650** | **1,075,781** |

| | | |
|---|---|---|
| **Excess/Loss of revenues over expenses** | **(77,910)** | **181,096** |
| **Net assets, beginning of Year** | **409,027** | **227,931** |
| **Net assests, end of Year** | **331,117** | **409,027** |

# DOWNTOWN KELOWNA

July 10, 2019

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

**Downtown Kelowna Association Board of Directors:**

**President**
Yarden Gershony, Rush Ihas Hardwick LLP — ygershony@rihlaw.com

**Vice President**
Brian Stephenson, Pushor Mitchell LLP — stephenson@pushormitchell.com

**Treasurer**
Rob Collins, Grant Thornton LLP — rob.collins@ca.gt.com

**Secretary**
Renata Mills, Festivals Kelowna — rmills@festivalskelowna.com

**Past President** - N/A

**Directors**
Taiya Ahola, Strawhouse — taiya@strawhouse.com
Shane Austin, Okanagan coLab — shane@okcolab.com
Caroline Bye, Kelowna Yacht Club — cbye@kelownayachtclub.com
Steve Harvey, Business Finders — steve@businessfinderscanada.com
David Kemp, FH&P Lawyers LLP — dkemp@fhplawyers.com
Brent Lobson, Impark — blobson@impark.com
Oktawian Kobryn, Cactus Club Café — oktawiankobryn@cactusclubcafe.com
Kyle Spence, Downtown Marina & Westcorp — kspence@westcorp.net
Luke Turri, Mission Group — lturri@missiongroup.ca

**Ex-Officio**
Councillor Charlie Hodge, City of Kelowna — chodge@kelowna.ca

**DKA Staff Contacts**
https://www.downtownkelowna.com/members-association/contact/

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

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

# Downtown Kelowna

## Business Improvement Area

## 2021 Budget

# Bylaw No. 11645

- Council approved Bylaw No. 11645 on September 17,2018
- Five year term of 2019 to 2023
- Class 05 light industry and 06 business/other

# Budget

- Requesting $1,126,084 for the third year

| YEAR | Downtown Kelowna Business Improvement Area |
|---|---|
| 2019 | $924,198 |
| 2020 | $1,067,297 |
| 2021 | $1,126,084 |
| 2022 | $1,137,572 |
| 2023 | $1,148,954 |

# Levy

- Based on assessment values totaling approximately $855 million for class 05 and 06

- A general levy of $1.39 per thousand dollars of assessed value
  - For example: $139 would be levied on property that is assessed at 100,000

*Questions?*

For more information, visit **kelowna.ca**.

# Report to Council

**Date:** March 8, 2021

**To:** Council

**From:** City Manager

**Subject:** RCMP Community Policing Offices

**Department:** Community Safety

---

**Recommendation:**

THAT Council receives, for information, the report from the Community Safety Department, dated March 8, 2021.

AND THAT the 2021 Financial Plan be amended to remove the KLO CPO Lease Expense budget upon the cancellation of the lease.

**Purpose:**

To present an overview of Community Policing Offices (CPOs), including plans to increase service delivery at the Rutland CPO and to discontinue public-facing services at the KLO CPO.

**Background:**

The Rutland and KLO (Mission) CPOs have existed since 1993 and 1996, respectively. The Rutland CPO has historically been staffed by volunteers and provided basic crime prevention information (brochures). From 2014 to spring 2020, the KLO CPO, staffed by city employees, provided *limited* assistance to the public including minor offence reporting, connection with police members and the provision of information relating to crime prevention and community policing concerns.

Following its relocation from Lakeshore Road in spring 2014, the KLO CPO opened inside the Regional District of Central Okanagan (RDCO) building. Until June 2017, the CPO also served as the worksite for eight Police Services' staff, six RCMP Members (not assigned) and some volunteer programs.

In 2017, with the opening of the Kelowna Police Services Building (KPSB), the majority of municipal staff at the KLO CPO relocated to the new facility. A Community Policing Coordinator, volunteer programs and one Police Services Clerk (Transcription) remained at the KLO Office to provide limited front counter services.

In March 2020, due to the COVID-19 pandemic, The Rutland and KLO CCPOs were closed to the public. In May 2020, the two KLO staff were redeployed to KPSB. Callers to KLO have since been redirected to the detachment's online and main phone services rendering the CPO, in effect, fully closed. Staff indicate that there have been no complaints since.

In 2020, as part of an ongoing review of all existing RCMP crime prevention programs / services with lenses of relevance, effectiveness and efficiency, the CPOs were also reviewed.

**Analysis**

Well-situated and fully functioning CPOs are foundational to community policing. To be effective, best practices indicate that CPOs generally meet the following criteria:

- Be featured as part of Town Centres with high walkability;
- Have high accessibility (hours);
- Provide a range of meaningful programs and services;
- Located in higher needs/crime areas where police/community connectedness is important; and
- Be physically located in areas with a typically residential composition.

The Rutland CPO was analyzed against this criterion, with consideration of usage data collected in recent years, as well as indicators from local constituents. While the site meets all criterion, and data indicated relatively high usage, it is also clear that Central Kelowna and Rutland citizens, including members of the Uptown Rutland Business Association and the Rutland Residents Association, are engaged and want enhanced policing services in their community.

Accordingly, as part of the 2021 budget deliberations, City Council approved a 0.5 Police Services Information Clerk to enable full-time front counter services at the Rutland CPO. The new Police Information Clerk will enable the Kelowna RCMP to offer expanded police services beyond the main Detachment or the online crime reporting system.

In contrast, analysis of the KLO CPO against established criterion, supported by public usage data collected in recent years, concludes that the KLO CPO is ineffective, and that resuming operations post-COVID is not fiscally prudent.

Between June 2017 and March 2020, public usage was counted daily to quantify the number, nature and manner of public contact with the KLO CPO. Significantly, members of the public accessed the KLO CPO in-person an average of only 1.25 / day. This compared to over 100 in-person visits monthly at the Rutland CPO. The low number of public walk-ins at the KLO CPO are attributed to three factors:

1. This CPO is not situated within a designated town centre - offering direct connection to community – but is, instead, located in an area with a low "walkability score".
2. As the CPO is in the RDCO main lobby and without a separate exterior access point, its hours of operation are limited to RDCO business hours, Monday to Friday (8am – 4pm), with closure on statutory holidays.
3. The CPO is not located in a higher needs / crime area, nor is it located in a largely residential area.

Data also reveals that the KLO CPO received only 83 phone calls monthly (4 / day), compared to 174 calls monthly at Rutland CPO. Since May 2020, phone inquiries to the KLO CPO have been seamlessly assumed by the main detachment. Lastly, the data reveals that the KLO CPO usage generally increased during the summer months (June to August) but that its usage has been declining year over year.

**Conclusion:**

A review of existing CPOs revealed that the Rutland CPO aligns strongly with best practices. This is reflected in the usage and demand by the local community, and expansion of the scope of services offered at the CPO are warranted and will be well-received. In contrast, a review of the KLO CPO concluded that public usage has been low and declining. While it is noted that no complaints have been received since the temporary closure of the CPO in May 2020, meetings with key organizations in the surrounding community would occur to share the results of the rational for this decision and educate on alternative ways to access services.

**Internal Circulation:**

Corporate Strategic Services
Kelowna Regional RCMP

**Considerations applicable to this report:**

***Financial/Budgetary Considerations:***

In 2013, an estimated $124k of interior renovations were completed at KLO CPO to ensure the lease space met RCMP security standards. Closure of the KLO CPO in 2021, in the middle of the lease term, presents financial considerations in this context. Further, it may be negatively seen as a service reduction to citizens.

However, the recommendation is grounded in evidence that the CPO has minimal usage and that based on a cost / benefit analysis, it is not providing adequate value for taxpayer dollars. The CPO comprises 2,424 sq ft space leased from RDCO at a cost of $57,727 / annum. Based on a conservative estimate of $20,000 annually for a portion of salaries for two city employees required to staff the CPO, the annual operating cost is nearly $78,000 for 300 walk-ins (~$260 / walk-in).

Should permanent closure of the CPO be supported, the current lease agreement between the RDCO and the City of Kelowna would be cancelled with a requisite 180 days' notice. Based on cancellation date effective August 31, 2021, an estimated $135,000 would be saved over the duration of the term. The staff have already been redeployed into higher value / priority activities at KPSB.

The recommendation reflects the City value to "lead responsibly" – through prudent fiscal management in this case - and aligns directly with the corporate priority "to improve or stop lower value activities".

***Communications Comments:***
Key messages have been developed and communications plan as it relates to the pending expanded service delivery at Rutland Community Policing Office is in progress.

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

Submitted by:

C. Cornock, Crime Prevention Supervisor

**Approved for inclusion:** SL

cc: S. Leatherdale, Divisional Director Corporate and Protective Services

City of Kelowna

# RCMP Community Policing Offices

March 8, 2021

# Crime Prevention Program Review

- Relevance
- Efficiency
- Effectiveness

## CPO Analysis

- Purpose and features of effective CPO
- Public Usage Data
- Cost Effectiveness

# What is Community Policing Office?

City of Kelowna

Community Policing Offices (CPOs) are foundational to community policing.

When fully-functioning, CPOs:

- Serve as a community base,
- Offer a variety of crime prevention / community safety programs and resources, and
- Facilitate in-person reporting of incidents of a non-emergent nature

# Characteristics of a CPO

City of Kelowna

A cross jurisdictional review of CPOs reveals such facilities generally meet the following criteria:

- Part of town centres with high walkability;
- High accessibility (hours);
- Provide a range of meaningful programs and services;
- Located in higher needs / crime areas where police / community connectedness is important; and
- Physically located in areas with a typically residential composition.

# Rutland CPO

- 115 McIntosh Road
- City-owned facility
- RCMP members assigned to CPO
- Community Policing Coordinator
- Average 100 in-person visits and 174 phone calls monthly
- Pending expansion of service delivery – *Police Information Clerk (spring 2021)*

# KLO CPO

- 1450 KLO Road
- Leased space – RDCO
- No RCMP assigned to the CPO
- Average 25 in-person visits and 83 phone calls monthly

# KLO CPO - future

- Minimal usage = costly (~$260/visit)
- Not located within a town centre / low walkability score
- No independent access
- Not within a higher needs area

# KLO CPO - future

- Cost of lease $58K annually
- Current lease in place until Dec, 2022
- 180 days' notice required to terminate the lease

City of Kelowna

# Report to Council

**Date:** March 8, 2021

**To:** Council

**From:** City Manager

**Subject:** Municipal Properties Tree Bylaw No. 8042 - Amendment

**Department:** Parks Services

---

**Recommendation:**

THAT Council receives, for information, the March 8, 2021 report from the Urban Forestry Technician with respect to the Municipal Properties Tree Bylaw No. 8042;

AND THAT Bylaw No. 8042 being the Municipal Properties Tree Bylaw Amendment No. 2 be forwarded for reading consideration;

AND FURTHER THAT Bylaw No. 12172 being Amendment No. 26 to the Bylaw Notice Enforcement Bylaw No. 10475 be forwarded for reading consideration.

**Purpose:**

To amend the Municipal Properties Tree Bylaw to enhance tree protection standards and the City's ability to address non-compliance.

**Background:**

The Municipal Properties Tree Bylaw was adopted in 1997 and last amended in 2005. The purpose of the bylaw is to provide control and management of trees located on city-owned property. The bylaw also prohibits any planting of trees on city-owned property without permission of the Parks Department.

The proposed updates to the bylaw will support the objectives and policies of the 2030 Official Community Plan, including the objective to ensure environmentally sustainable development (Objective 5.15), the objective to maintain and enhance Kelowna's biodiversity and natural resources (Objective 6.1 and 6.3) and protection of our urban forest canopy (Policy 6.3.1).

**Discussion:**

Proposed Amendments and Reasoning:

Schedule A identifies the proposed bylaw amendments. In summary, the most significant changes include:

- the addition of Schedule C, which provides for a Tree Barrier and Installation Policy that sets a standard for tree protection.

  Setting a standard for tree barrier configuration and installation will provide guidance to protect existing trees and critical root zones on city-owned property during any demolition or construction work that occurs nearby. The proposed standard is comparable to those required by other municipalities and has proven effective. Without this protection, trees are often compromised during construction, but the damage does not show up until much later.

- an increase of fines levied through the Bylaw Notice Enforcement No. 10475 from $100.00 to $500.00 for infractions related to Bylaw No. 8042.

  The associated fines for infractions outlined in Bylaw No. 10475 (Bylaw Notice Enforcement) are currently set at a maximum of $100.00 for each infraction, which are not functioning as an effective deterrent. Staff recommend increasing fines to $500.00; the maximum allowable.

- the increase of maximum penalties enforceable under the Offence Act from $2,000.00 per infraction to $50,000.00 per infraction.

Staff in the Parks Department regularly provide valuation for trees that have been damaged or irreparably harmed. Trees are assessed based on species, size, location, condition and other factors, as quantified by the Guide for Plant Appraisal from the Council of Trees & Landscape Appraisers (CTLA). High-value trees can range from $30,000.00 to $40,000.00 or greater, while low-value trees are typically assessed between $2000.00 to $3000.00. The increased penalty for infractions is intended to reflect and demonstrate the value of City-owned trees, as a key component of our green infrastructure. Compensation and replacement costs may be sought in addition to these penalties.

**Conclusion:**

The Municipal Properties Tree Bylaw is an effective mechanism to manage trees on city-owned land but requires updating to reflect ongoing challenges and objectives. The proposed amendments help ensure existing trees are protected, in order to prevent the costs associated with replacement, the many years of lost interim benefits the tree would provide, and potential negative impacts to our existing and future canopy cover goals.

**Internal Circulation:**
Bylaw Services Manager
Clerk's Office
Communications Department Manager
Development Planning Department Manager
Infrastructure Operations Manager
Park Services Manager
Planner II

Policy & Planning Department Manager
Urban Forestry Supervisor

**Considerations applicable to this report:**

***Financial/Budgetary Considerations:***
All revenues collected through the Municipal Properties Tree Bylaw are contributed to the Tree Planting & Replacement Reserve to be used for future tree replacement. This increase in fee, along with the contribution to reserve, will be included in the 2022 Financial Plan.

***Existing Policy:***
Bylaw No. 8042, Municipal Properties Tree Bylaw
Bylaw No. 10475, Bylaw Notice Enforcement

**Considerations not applicable to this report:**

***Legal/Statutory Authority:***
***Legal/Statutory Procedural Requirements:***
***External Agency/Public Comments:***
***Communications Comments:***

Submitted by: T. Bergeson, Urban Forestry Technician

**Approved for inclusion:** Joe Creron, Deputy City Manager - Operations

cc:
D. Gazley, Bylaw Services Manager

# CITY OF KELOWNA

# BYLAW NO. 12167

# Amendment No.2 to the Municipal Properties Tree Bylaw No. 8042

---

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Amendment No. 2 to Municpal Properties Tree Bylaw No. 8042 be amended as follows:

1. THAT PART 3.0 – 3.1 DEFINITIONS be amended by adding the following definition:

   "Officer" means a City employee whose duties include the enforcement of this chapter including but not limited to those persons holding the positions of: Bylaw Enforcement Officer, Parks Services Manager, and Urban Forestry Supervisor;"

2. AND THAT PART 6.0 General Provisions, 6.2 be amended by adding the following

   ", and the Tree Barrier and Installation Policy as identified in Schedule "C" of this bylaw.";

3. AND THAT PART 6.0 General Provisions, 6.4 be deleted in its entirety and replaced with the following:

   "Any construction activity that is likely to occur within the critical root zone as defined in Schedule "C" of this Bylaw requires proactive installation of protective barriers as detailed in Schedule "C";

4. AND THAT Part 12.0 PENALTY, 12.1 be deleted in its entirety and replaced with the following:

   "Every **person** who commits an offence against this bylaw is liable to a fine and penalty not exceeding Fifty Thousand Dollars ($50,000.00) for each **City tree** unlawfully cut down or damaged in addition to the Equitable Compensation as outlined in Section 8.0 of this bylaw;"

5. AND THAT Part 13.0 SCHEDULES, 13.1 be amended by adding the following

   "; and Schedule C – Tree Barrier and Installation Policy";

6. AND FURTHER THAT the attached SCHEDULE "C" **Tree Barrier and Installation Policy** be added.

7. This bylaw may be cited for all purposes as "Bylaw No. 12167 being Amendment No. 2 to Municipal Properties Tree Bylaw No. 8042."

8. 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 "C"

### Tree Barrier and Installation Policy

**PURPOSE**

Tree protection barriers are placed around trees for the prevention of tree trunks, branches, and roots being damaged by any construction activities/operations. Under the terms of this Bylaw, no person shall remove, transplant, prune, deface or otherwise injure a tree on city-owned property without the written permission of the City of Kelowna Parks Department.

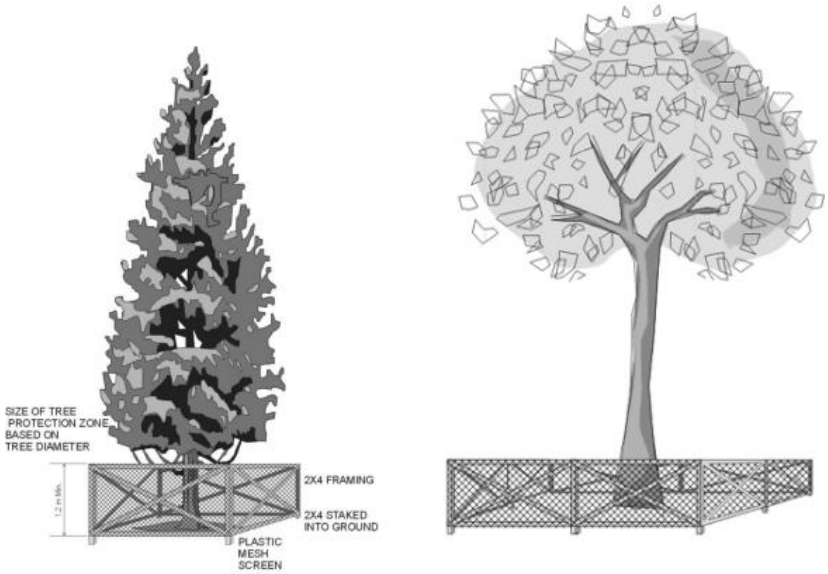
**BACKGROUND**

1. Tree Protection Barriers are to be installed prior to any demolition, excavation, or construction on site.
2. Tree Protection Barriers must remain upright and in place throughout the entire construction process.
3. Trees of any size on boulevards must be protected.
4. No incursions inside or against the Tree Protection Barriers are to occur, including, but not limited to: garbage/debris storage, material or equipment storage, porta-potties, soil piling, fill or grade changes, surface treatments or excavations of any kind, equipment fueling or chemical mixing, etc.

**Specifications for Construction**

1. 1.2 m (~4') in height;
2. A minimum of 2"x 4" construction to be used for vertical posts, top and bottom rails and crossbracing (in an "X"); round, un-treated vertical posts may be used with a minimum diameter of 9 cm.
3. Spacing between vertical posts to be no further apart than 3.7 m (12') on center.
4. Structure must be sturdy with vertical posts driven firmly into the ground.
5. Continuous plastic mesh screening (e.g. orange snow fencing).
6. Posted with visible signage advising that encroachment inside the protected area is forbidden.
7. Located at distances based on tree diameter, use table below:

| **Trunk Diameter (DBH)**<br>measured at 1.4 m from the ground | **Critical Root Zone**<br>minimum fence distance from the tree |
|---|---|
| 20 cm (7.9") | 1.2 m (3.9') |
| 25 cm (9.8") | 1.5 m (4.9') |
| 30 cm (11.8") | 1.8 m (5.9') |
| 35 cm (13.8") | 2.1 m (6.9') |
| 40 cm (15.7") | 2.4 m (7.9') |
| 45 cm (17.7") | 2.7 m (8.9') |
| 50 cm (19.7") | 3.0 m (9.8') |
| 55 cm (21.7") | 3.3 m (10.8') |
| 60 cm (23.6") | 3.6 m (11.8') |
| 75 cm (29.5") | 4.5 m (14.8') |
| 90 cm (35.4") | 5.4 m (17.7') |
| 100 cm (39.4") | 6.0 m (19.7') |
| • For distances not on this table divide the DBH (in cm) by 16.6<br>• Example: **80 cm ÷ 16.6 = 4.8 m** | |




Signage to be posted on each tree protection barrier on at least two sides (weather-proof, 11”x17” minimum size):

**NO ENTRY**

**TREE PROTECTION ZONE**

No grade change or storage of material or equipment is permitted within this fenced area. Tree protection barrier must remain in place for the duration of construction.

**For information call Park Services**
**(250) 469-8503**

# CITY OF KELOWNA

## BYLAW NO. 12172

## Amendment No. 26 to Bylaw Notice Enforcement Bylaw No. 10475

---

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Bylaw Notice Enforcement Bylaw No. 10475 be amended as follows:

1. THAT **Schedule "A", MUNICIPAL PROPERTIES TREE BYLAW NO. 8042** be deleted in its entirety and replaced with the following:

| Bylaw No. | Section | Description | A1<br><br>Penalty | A2<br><br>Early Payment Penalty | A3<br><br>Compliance Agreement Available<br><br>(*Maximum 50% Reduction in Penalty Amount Where Compliance Agreement is Shown as "Yes") |
|---|---|---|---|---|---|
| 8042 | 4.1 | Plant/prune tree without permission | $500.00 | $490.00 | Yes |
| 8042 | 6.3 | Remove/deface/trim/<br><br>injure/impair/interfere with tree without permission | $500.00 | $490.00 | Yes |
| 8042 | 6.4 | Failure to proactively install protective barriers around critical root zone of tree | $500.00 | $490.00 | Yes |
| 8042 | 6.5 | Cutting/trimming of tree by other than permitted person/company | $500.00 | $490.00 | |

| | | | | | |
|---|---|---|---|---|---|
| 8042 | 6.6 | Erect sign on private property so as to interfere with tree | $500.00 | $490.00 | Yes |
| 8042 | 6.7 | Attach wire /rope /nails /poster to tree | $500.00 | $490.00 | Yes |

2. This bylaw may be cited for all purposes as "Bylaw No. 12172 being Amendment No. 26 to Bylaw Notice Enforcement Bylaw No. 10475."

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

# Report to Council

**Date:** March 8, 2021

**To:** Council

**From:** City Manager

**Subject:** Revitalization Tax Exemption Program Bylaw – Minor Amendment

**Department:** Policy & Planning

---

**Recommendation:**
THAT Council receives, for information, the report from the Planner Specialist dated March 8, 2021 with respect to the bylaw updates to the Revitalization Tax Exemption Program Bylaw 9561;

AND Bylaw No. 12162, being Amendment No. 9 to the Revitalization Tax Exemption Program Bylaw, be forwarded for reading consideration.

**Purpose:**
To amend the Revitalization Tax Exemption Program Bylaw to encourage more ground-oriented rental housing units.

**Background:**
One of the main development financial incentives the City offers is through the City's Revitalization Tax Exemption (RTE) Program Bylaw. The RTE Program Bylaw provides tax incentives to encourage investment in rental housing as well as to attract investment to Downtown and Rutland. Over the last 15 years, the RTE Bylaw has been updated several times to ensure alignment with the City's policy objectives and respond to shifting market conditions. The report today for Council consideration recommends a minor change to the definition of purpose-built rental housing in Bylaw 9561 to encourage more ground-oriented rental housing units.

**Discussion:**
Over the last five years Council has approved roughly 25 RTE agreements for purpose-built rental housing. As per the current Bylaw 9561, purpose-built rental housing projects must be self-contained and have five or more units intended for long-term rental housing. The majority of rental housing tax exemptions are for multi-family apartment buildings. In a few cases, the City has received applications for townhouse projects. As a result, the program typically results in smaller apartments that are generally less amenable to families with children.

The proposed amendment to Bylaw 9561 would provide greater opportunity for ground-oriented units to be delivered through the RTE Bylaw Program. The proposed amendment would ensure purpose-built rental projects continue to have a minimum of five units and would prohibit stratification except where it is a BC Housing project. However, by removing the "self-contained" wording from the definition of purpose-built rental housing developers could use the RTE program to deliver a mix of detached, semi-attached and attached units. Staff do not anticipate this to be a common form of rental housing in the Core Area as there are few sites where the land economics would allow for lower-density forms of housing to be financially viable.

Currently, staff have only identified one project on Neptune Road that would benefit from this change. However, staff see value in providing flexibility to the development community in cases where it aligns with the broader objectives of the Revitalization Tax Exemption Program Bylaw. This amendment could also provide opportunity for infill projects with 5 or more units to meet the definition of purpose-built rental housing and apply for a rental housing tax exemption.

All projects pursuing a rental housing tax exemption would be required to enter into a housing agreement, securing the rental housing units for a minimum of ten years. However, there is a greater risk of stratification for projects with single-detached and semi-detached units compared to multi-family apartment structures. For this reason, staff are recommending the requirement of a lengthier 15-year housing agreement for rental housing tax exemption applications with single-detached and semi-detached dwelling units, acknowledging the higher risk of stratification at the end of the housing agreement.

**Conclusion:**
In summary, the proposed amendments to the RTE bylaw are very minor. Currently, there is one active application at 1260 Neptune Road that could benefit from this change to the definition of purpose-built rental housing, but there may be additional opportunities for infill housing in the coming years. Overall, staff see limited risk with the proposed change, but an opportunity to support more ground-oriented and family-friendly rental housing in the coming years.

**Internal Circulation:**
Policy and Planning
Development Planning
Office of City Clerk
Revenue

***Legal/Statutory Authority:***
Section 226, Community Charter Section 131,

***Existing Policy:***
Bylaw 9561 Revitalization Tax Exemption Program Bylaw

Submitted by:

R. Soward, Planner Specialist, Policy & Planning

**Approved for inclusion:** J. Moore, Manager, Long Range Policy Planning

# Revitalization Tax Exemption Program Bylaw Amendments

Policy & Planning Department
March 8, 2021

# Background on Program

- Purpose of financial incentives
- Tax Incentive Areas
  - Downtown
  - Rutland
  - **Purpose-built rental housing**

# Purpose of Report

- Consider amendment to Bylaw 9561
- Minor change to purpose-built rental definition
- Allow for ground-oriented units (single-detached & semi-detached)

# Considerations

- Maintain minimum of 5 units
- Prohibit stratification, excluding BC Housing projects
- Staff recommend a longer housing agreement term for detached / semi-detached projects
- Could allow infill projects (5+ units) to pursue rental incentives

# Conclusion

- Minor change to program
- Staff anticipate limited impact
- One active project could benefit
- Promotes housing diversity

# CITY OF KELOWNA

# BYLAW NO. 12162

# Amendment No. 9 to Revitalization Tax Exemption Program Bylaw No. 9561

---

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Revitalization Tax Exemption Bylaw No. 9561 be amended as follows:

1. THAT the definition for Purpose Built Rental Housing" be deleted in its entirety and replaced with the following:

   "Purpose Built Rental Housing" means a project with five or more Dwelling Units that are intended to be used for rental housing. Purpose-built rental housing meets an identified need for housing in the City and does not include buildings that are stratified, except those stratified buildings that are subject to operating agreements with the Provincial Rental Housing Corporation;"

2. AND THAT Section 6. h. (i) be added as follows:

   "Purpose-built rental housing projects that include single-detached or semi-detached dwelling units will be required to enter into a 15-year housing agreement with the City of Kelowna. In cases where the project has a long-term operating agreement (15 years or greater) in place with the Provincial Rental Housing Corporation (BC Housing), an agreement with the City of Kelowna will not be required."

3. This bylaw may be cited for all purposes as "Bylaw No. 12162, being Amendment No. 9 to Revitalization Tax Exemption Program Bylaw No. 9561.".

4. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

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

Adopted by the Municipal Council of the City of Kelowna this

_____
Mayor

_____
City Clerk

# Report to Council

**Date:** March 8, 2021

**To:** Council

**From:** City Manager

**Subject:** Non-Market Agreement – Bike and Adaptive Equipment Rental Concession

**Department:** Real Estate

---

**Recommendation:**

THAT Council approves the City entering into a five and a half (5.5) month License of Occupation Agreement, with the Elevation Outdoor Experiential Programs Association and Community Recreation Initiatives Society, in the form attached to the Report of the Real Estate department, dated March 8, 2021;

AND THAT the Manager of Property Management be authorized to execute the License of Occupation Agreement, and all documents necessary to complete this transaction.

**Purpose:**

To seek Council approval to enter into a License of Occupation agreement for a bike and adaptive equipment rental concession at Knox Mountain Park.

**Background:**

Elevation Outdoor Experiential Programs Association and Community Recreation Initiatives Society (collectively called "Adaptive Equipment") have launched a collaborative program to provide standard, low barrier bike and adaptive equipment rentals. The proposed one-season, pilot program would be located at the base of Knox Mountain Park.

**Discussion:**

The proposed equipment rental concession would be a pilot program between Adaptive Equipment and the City for the period May 1, 2021 to October 15, 2021.

The primary goal of Adaptive Equipment is to develop collaborative programming to help break some of the stigma and isolation around recreation for those with diverse abilities, making low barrier and adaptive equipment more accessible for all in our community. The secondary goal is to create a work experience opportunity for youth and young adults in their program, as Adaptive Bikes plans to hire and train some of their program participants to assist with the rental concession.

The fleet of equipment available at the proposed concession would be comprised of standard and low barrier bikes and adaptive equipment allowing people (residents and tourists) of all ages and abilities to get around Knox Mountain Park, Kelowna's north end and Downtown more easily.

Adaptive Equipment continues their efforts to build their social enterprise revenues to reach a point where they can sustainably cover their overhead expenses and staffing costs thus reducing their reliance on grant funding and external support. The revenue earned at the proposed bike rental concession will support both agencies involved and create opportunities for their clients.

**Financial/Budgetary Considerations**:

The proposed equipment rental concession aligns with Council Policy 347 - Non-Market Leasing of Civic Lands and Buildings. For this reason, staff are recommending a non-market concession agreement.

**Existing Policy:**

Council's 2019-2022 priorities identified measures supporting staff's recommendations in this report. Specifically, relevant to this report:

- Inclusivity and diversity are increasing,
- Enhanced mobility for people of all ages and abilities; and
- Animated parks and public spaces.

**Internal Circulation:**
Parks Services
Parks Planning
Partnership Office

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

**Submitted by**: J. Adamson, Manager, Property Management

**Approved for inclusion:** J. Säufferer, Real Estate Department Manager

**Attachments:** 1. Schedule A – License of Occupation – Bike and Adaptive Bike Rental Concession
2. Schedule B – PowerPoint Presentation

# LICENSE OF OCCUPATION

## KNOX MOUNTAIN PARK – BIKE AND ADAPTIVE RENTALS
## RENTAL ACTIVITY CONCESSION 2021

BETWEEN:

**CITY OF KELOWNA**
1435 Water Street
Kelowna, British Columbia, V1Y 1J4

("the City")

OF THE FIRST PART

AND:

**ELEVATION OUTDOOR EXPERIENTIAL PROGRAMS ASSOCIATION (S- 830625018)**
835 Bay Ave
Kelowna, British Columbia, V1Y 7K2

AND:

**COMMUNITY RECREATIONAL INITIATIVES SOCIETY (S-870544725)**
835 Bay Ave
Kelowna, British Columbia, V1Y 7K2

(the "Contractor")

OF THE SECOND PART

WHEREAS Elevation Outdoor Experiential Programs Association and Community Recreational Initiatives Society have partnered ("the Contractor") to create a new program offering bike and adaptive rentals;

WHEREAS the City desires to appoint the services of the Contractor to provide an Activity Concession services (the "Services") at Knox Mountain Park at 450 Knox Mountain Drive;

NOW THEREFORE this Agreement witnesses that the parties hereby covenant and agree with each other as follows:

**Services**

The Contractor shall provide the Services on the terms and conditions set out in this Agreement and are binding upon the parties.

## Appendices

The following attached Appendices are a part of this Agreement:

Appendix A – Insurance Requirements
Appendix B – Scope of Services
Appendix C – License Area –Knox Mountain Park
Appendix D – Prime Contractor Agreement

If there is any inconsistency or conflict between the provisions of the Agreement and the Appendices, the Agreement shall govern and take precedence over all other Contract Documents.

## AGREEMENT TERMS AND CONDITIONS

**1.0** Definitions (For purposes of this Agreement, the following terms shall have the meanings set forth below):

**"Agreement"** means the executed agreement between the City and the successful Contractor on the terms and conditions set out in this document;

**"Agreement Administrator"** refers to the individual appointed by the Manager, Property Management to administer this Agreement on behalf of the City, and any participating members and other authorized purchasers;

**"City's Representative"** means the Manager, Property Management or his designate;

**"Department"** means the Real Estate department of the City of Kelowna

**"Department Representative"** means the Manager, Property Management, who shall represent all City Departments for the purposes of this Agreement, or, such other person who may subsequently be appointed in writing by the Department Representative and notified to the Contractor;

**"Event of Default"** references Article 6.1(c);

**"Force Majeure"** shall mean failures which occur for reasons beyond the reasonable control of the non-performing party, which include acts of God, acts of any governmental authority, strikes, blacklisting, embargo, and lockouts or other industrial disturbances not related to that Party, acts of the public enemy, wars, blockades, insurrections, explosions, rebellions, revolutions, riots, epidemics, landslides, lightning, earthquakes, storms, subsidence, floods, fires, high waters, washouts, orders or acts of civil or military authorities, or civil disturbances, but it shall not include: any inability to fulfill its financial obligations or financial difficulty or condition, insolvency, or any court protection from creditors or any other occurrence similar to those recited, which is beyond the reasonable control of the non-performing party;

**"G.S.T."** means any Goods & Services Tax payable in connection with the goods and services pursuant to the Excise Tax Act of Canada and shall also include any sales, value added or like taxes as well as any capital tax adopted by any lawful authority as may be amended from time to time;

**"Prime Contractor Agreement"** means the Prime Contract Agreement, Contractor Coordination Program Guide, Prime Contractor Designation Form and Application for Safety Pre-Qualification documents;

**"Term"** means the term as specified in Section 5.0;

**"Schedule"** means a schedule to this agreement;

**2.0 Interpretations**

(a) "Authorized", "directed", "required", "requested", "approved", "ordered", "sanctioned", and "satisfactory" shall, unless some other meaning is obvious from the context, respectively mean authorized, directed, required, requested, approved, ordered or sanctioned by, or satisfactory to, the City;

(b) "Determination" shall mean the written documentation of a decision of the City's Representative including findings of fact to support a decision. A Determination becomes part of the procurement file to which it pertains;

(c) the Heading and Subheadings inserted in this Agreement are designed for convenience only and do not form a part of this Agreement nor are they intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision thereof;

(d) the word "including", when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;

(e) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, as amended and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplement or superseding the same;

(f) no approval, authorization, sanction or permission required to be provided hereunder shall be unreasonably or arbitrarily withheld or delayed by the party providing same; and

(g) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals shall include firms and corporations, and vice versa.

**3.0 Representations of Contractor**

3.1 The Contractor covenants, represents and warrants to the City that:

(a) Contractor is a duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia;

(b) Contractor has the power and capacity to enter into this Agreement and to comply with every term and condition of this Agreement;

(c) all necessary proceedings have been taken to authorize Contractor to enter into this Agreement and to execute and deliver this Agreement;

(d) this Agreement has been properly executed by Contractor and is enforceable against Contractor in accordance with its terms;

(e) any statement, representation or information, whether oral or written, made furnished or given by Contractor, its directors, officers or anyone acting on behalf of Contractor, to the City in connection with this Agreement is materially correct and accurate;

(f) Contractor has no knowledge of any fact that materially adversely affects or, so far as it can be foreseen, might materially adversely affect either its financial condition or its ability to fulfill its obligations under this Agreement;

(g) the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it or a default by it under any statute, regulation or bylaw of Canada or of the Province of British Columbia applicable to or binding on, its contracting documents, or any contract or agreement to which it is a party;

(h) Contractor is neither a party to nor threatened with any litigation and has no knowledge of any claims against it that would materially adversely affect its financial condition or its ability to fulfill its obligations under this Agreement;

(i) Contractor has filed all tax, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has complied with all Workers' Compensation legislation and other similar legislation to which it is subject and has paid all taxes, fees and assessments due by Contractor under those laws as of the reference date of this Agreement;

(j) Contractor holds all permits, licenses, consents and authorities issued by any level of government, or any agency of any level of government, that are required by law to conduct its business;

(k) Contractor's investigation has been based on its own examination, knowledge, information and judgment and not upon any statement, representation or information made or given by or on behalf of the City;

(l) Contractor accepts the risks assigned within this Agreement identified as being borne by Contractor;

(m) Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual agreements in place and available to enable it to fully perform the work;

(n) Contractor pays punctually as they become due, all accounts, expenses, wages, salaries, taxes, rates, fees and assessments required to be paid by it on any of its undertakings;

(o) Contractor has investigated and satisfied itself of every condition affecting the work including labour, equipment and material to be provided; but not limited to, the standards, responsibilities, task schedules and subsequent written instructions if any, all as prepared by the City;

(p) Contractor acknowledges that it has the responsibility for informing itself of all aspects of the work and all information necessary to perform the work;

(q) Contractor will comply with all the requirements of the Agreement and will perform all work and supply all labour, equipment and materials necessary to do so;

(r) Contractor is an independent Contractor and not the servant, employee, partner, or agent of the City;

(s) Contractor will not, in any manner whatsoever, commit or purport to commit the City to the payment of any money to any person;

(t) no partnership, joint venture, or agency involving the City is created by this Agreement or under this Agreement;

(u) the City may, from time to time, give such instructions to Contractor as the City considers necessary in connection with provision of the work, which instructions Contractor will comply with, but Contractor will not be subject to the control of City with respect to the manner in which such instructions are carried out;

(v) all employees and sub-contractors employed by Contractor to provide the work are at all times the employees and sub-contractors of Contractor and not of the

City. Contractor is solely responsible for arranging all matters arising out of the relationship of employer and employee, and

(w) Contractor has independently reviewed all labour relations issues related to the performance of Contractor's obligations under this Agreement.

**4.0 General Obligations of Contractor**

4.1 Contractor shall:

(a) offer Activity Concession services, as set out in the Scope of Services attached as Appendix B;

(b) perform and contract in its own name and for its sole account for all things necessary or desirable for the proper and efficient provision of Activity Concession services during the term. The City is aware that www.kelownabikerentals.ca will be used for marketing purposes;

(c) use its best endeavours to provide the services to the City in a timely manner and in accordance with the terms of the Contract;

(d) ensure that all its employees engaged in this contract are suitably qualified and experienced, and act to the best of their skills and ability and in accordance with accepted Activity Concession standards for persons having those qualifications and experience;

(e) follow all instructions of the City's Manager, Property Management in respect of the performance by Contractor of its obligations under this contract and attached as Appendix F and cooperate fully with the various departments and act in good faith towards the City;

(f) maintain clear communication lines with staff in order to offer the best customer service;

(g) comply with all laws; and

(h) only use the facilities provided by the City for the purposes of this Contract.

**5.0 Term**

5.1 Term

The term of the "Agreement" shall be for a five (5) month period running from May 1th to October 15th, 2021, subject to specific termination rights in this document.

Both the Contractor and the City Agree that the concession operations will only be from May 15th - September 30th, 2021.

## 6.0 Termination - City

6.1 This Agreement will terminate:

(a) at the expiration of the term, unless extended by mutual agreement; or

(b) If at any time there occurs an Event of Default (defined below), the City may give written notice ("Notice of Complaint") to Contractor specifying in reasonable detail the Event of Default. If Contractor shall fail to perform or observe any covenant, condition or agreement to be performed or observed herein and such Event of Default continues un-remedied for a period of seven (7) days after receiving the Notice of Complaint thereof from the City, then the City may, at its option, terminate this Agreement forthwith without prejudice to any other rights it may have in law or equity. If this Agreement is terminated by the City, Contractor shall be entitled to an immediate pro-rata refund of all unearned monies paid in advance to the City, as determined by mutual agreement.

(c) For the purposes hereof, "Event of Default" shall mean any one or more of the following:

(i) if Contractor fails to observe, perform and keep each and every one of the covenants, agreements, provisions, stipulations and conditions to be observed, performed and kept by Contractor in this Agreement, or any agreement entered into pursuant to any such agreements;

(ii) if Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency;

(iii) if Contractor has made an assignment of the Agreement without the required consent of the City; and

(iv) if Contractor fails to provide Activity Concession services as required under the terms of this Agreement.

(d) The City may conduct inspections, audits, and assessments of Contractor's performance to verify that all duties, financial records, responsibilities and obligations of Contractor are being performed in accordance with the provisions of this Agreement and to the quality standards set out in this Agreement.

## 7.0 Dispute Resolution Procedures

The parties will make reasonable efforts to resolve any dispute, claim or controversy arising out of this agreement or related to this agreement ("**Dispute**") using the dispute resolution procedures set out in this section.

(a) <u>Negotiation</u>

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Kelowna, British Columbia. Each party will equally bear the costs of the mediator and other out-of pocket costs and each party will bear its own costs of participating in the mediation.

**8.0 Compensation to the City**

8.1 The initial Agreement, with an optional renewal for the following years, will commence immediately upon authorization of an Agreement for Activity Concession in the beach parks. **The Proponent will pay a $1 to the City.**

**9.0 Independent Contractor**

9.1 Nothing in this Agreement shall be construed as to constitute a partnership between the City and Contractor. The duties to be performed and the obligations assumed by Contractor under this Agreement shall be performed and assumed by it as an independent Contractor and not an agent or in any other way a representative of the City. In no circumstances shall Contractor have any authority to represent or contract on behalf of or otherwise bind the City.

9.2 Contractor is and shall at all times during the performance of this Agreement be an independent Contractor, and at no time shall Contractor be considered an agent, servant, or partner of the City; and all persons employed by Contractor to perform its obligations under the Agreement shall be its employees or servants and not the employees, servant, or agents of the City.

9.3 Employees

The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned, and shall devote only his best-qualified personnel to work on this project. Should the City deem anyone employed on the work incompetent or unfit for his duties, and so inform the Contractor, Contractor shall immediately remove such person from work under this contract and he/she shall not again, without written permission of the City, be assigned to work under this contract. All Contractor employees working in the City must complete and clear a criminal record check.

## 10.0 Liaison

10.1 Each party shall maintain liaison with the other party in accordance with their respective obligations under this Agreement. In particular:

- Contractor shall appoint a representative ("Contractor's Representative") who shall have the duty of instituting and maintaining liaison with the City as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of Contractor's Representative; and

- The City shall appoint a representative ("City's Representative") who shall have the duty of instituting and maintaining liaison with Contractor as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the City's Representative.

10.2 Each party's representative shall have the full power and authority to act on behalf of and to bind such party in all administrative issues and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor Representative and the City's Representative may be held by telephone with the consent of all parties participating in such meetings. Each party may change their respective representative or alternative representative by written notice to the other.

## 11.0 Governing Law

11.1 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof. The courts of British Columbia shall have jurisdiction (but not exclusive jurisdiction) to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Contract and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability hereof. For the purposes of any legal actions or proceedings brought by the City in respect of this Contract, the Contractor hereby irrevocably submits and attorns to the jurisdiction of the courts of British Columbia and acknowledges their competence and the convenience and proprietary of the venue and agrees to be bound by any judgment thereof and not to seek, and hereby waives, any review of its merits by the courts of any jurisdiction.

11.2 Notwithstanding any provisions herein, the Contractor(s) shall in the performance of the contract comply with provisions of The Employment Standards Act and Regulations of British Columbia and City of Kelowna Policies and By-laws and Parks, Recreation and Cultural Services Policies and By-laws and any amendment thereto and without limiting the generality of the foregoing, the Contractor(s) shall pay all of the Contractor(s) employees as required by the Act and the regulations then in force.

**12.0 Waiver - City**

12.1 Any failure of the City at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the City at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.

12.2 No action or want of action on the part of the City at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the City of any of its said rights or remedies.

**13.0 Waiver – Contractor**

13.1 Any failure of the Contractor at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the Contractor at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.

13.2 No action or want of action on the part of the Contractor at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the Contractor of any of its said rights or remedies.

**14.0 Subcontractors**

14.1 Contractor shall not subcontract the whole of the work nor shall any part of the work be subcontracted without the prior written consent of the City's Representative, which consent may not be arbitrarily withheld in the City Representative's sole discretion.

14.2 The subcontracting of any of its duties, obligations or responsibilities of Contractor under this Agreement shall not relieve it of the responsibility for the proper commencement, execution or completion of the duties, obligations or responsibilities as set out herein and Contractor shall be fully responsible for the acts, omissions and debts of its subcontractors.

**15.0 Amendments**

No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

**16.0 Survival of Covenants**

All obligations of each of the parties which expressly or by their nature survive termination or expiration or assignment of this Agreement including, without limitation, the indemnities in section 20.0 shall continue in full force and effect subsequent to and

not-withstanding such termination or expiration or assignment and until they are satisfied or by their nature expire.

**17.0 Confidentiality of Information**

The Contractor should be aware that the City of Kelowna is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

**18.0 Non Assignability**

This Agreement may not be assigned by Contractor without the prior written consent of the City. For the purpose of this Agreement, a change in the corporate control of Contractor, shall be deemed to be an assignment requiring the consent of the City pursuant to the terms hereof.

**19.0 Joint and Several**

If this Agreement is executed by more than one person, firm or Corporation, it is understood and agreed that all persons, firms or Corporations executing this Agreement are jointly and severally liable under and bound by this Agreement.

**20.0 Force Majeure**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default arose out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the products or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule, (where provided).

**21.0 Insurance & Indemnity**

21.1 Indemnity Save Harmless

Contractor agrees to indemnify and save harmless the City, its elected officials, officers, employees and agents, from and against all claims, liabilities, demands, actions, proceedings, loss and expense (including legal costs) whatsoever for damage to or destruction or loss of property and loss of use thereof, and injury to or death of any person or persons arising directly or indirectly out of (i) the installation, operation, use, relocation, removal, maintenance and/or repair of any/all equipment or of property of Contractor (ii) the performance, purported performance or non-performance of this

Agreement, or (iii) any act of negligence, willful misconduct or omission by Contractor, its employees subcontractors and agents except only where such death, injury to persons or damage to property is due to the sole negligence of the City.

21.2 Insurance

The Contractor shall, without limiting it obligations or liabilities herein and at its own expense, provide and maintain the following insurances in forms and amounts acceptable to the City as detailed in Appendix A.

21.3 Compliance with Statutes, By-laws & Regulations

The Contractor shall in the performance of the Agreement, comply with all applicable City By-laws, and all amendments thereto and The Consumer Protection Act, R.S.B.C. 1996, c.69, and any other applicable acts or regulations.

All equipment/vehicles used for the work outlined in the Agreement must comply with the Motor Vehicle Act, R.S.B.C. 1996, Chapter 318 and Regulations, as amended and the Commercial Transport Act, R.S.B.C. 1996, Chapter 58 and Regulations, as amended.

All principal vehicles of the Contractor will be identified with signs setting out its name and telephone number. Employee owned vehicles, which may be periodically used for company business, will not necessarily be marked.

**22.0 Occupational Health and Safety**

22.1 The Contractor agrees that it is the Prime Contractor for the purposes of the *Workers Compensation Act*. The Contractor shall have an occupational health and safety program acceptable to the WorkSafe BC Board and shall ensure that all WorkSafe BC Health & Safety Regulations are observed during performance of this Contract, not only by the Contractor, but by all workers, subcontractors, employees, personnel, servants and others engaged in the performance of this Contract.

22.2 The Contractor and its workers, subcontractors, employees, personnel, servants and others engaged in the Services shall conform to all current occupational health and safety laws, by-laws, or regulations of the Province of British Columbia including any regulations requiring installation or adoption of safety devices or appliances. The City may, on twenty-four (24) hours written notice to the Contractor, suspend the Services hereunder immediately as a result of failure to install such devices or because the conditions of immediate danger exist that would be likely to result in injury to any person. Such suspension will continue until the default or failure is corrected.

22.3 Without limiting the generality of any other indemnities granted by the Contractor herein, the Contractor shall indemnify and save harmless the City against any loss or expense or penalty suffered or incurred by the City by reason of failure of the Contractor, its agents or employees, or any subcontractors of the Contractor, its agents or employees to comply or ensure compliance with the health and safety laws, by-laws and regulations mentioned above.

## 23.0 WorkSafe BC Coverage

23.1 The Contractor agrees that it shall, at its own expense, procure and carry or cause to be procured and carried and paid for full WorkSafe BC coverage for itself and all workers, subcontractors, employees, personnel, servants and others engaged in or upon any Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafe BC premiums, assessments or penalties in respect of the Services done or Services performed in fulfilling this Contract have been paid in full.

23.2 The Contractor shall provide the City with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing with the WorkSafe BC and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Contract.

23.3 The Contractor shall indemnify and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafe BC assessments owing from any person or corporation engaged in the performance of this Contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafe BC, including penalties levied by WorkSafe BC.

## 24.0 Conflict of Interest

A council member or any employee of the City shall not have a direct or indirect interest in a Company or own a Company that is the successful Contractor.

The Contractor shall disclose to the City prior to accepting the contract, any potential conflict of interest. If such a conflict of interest does exist, the City may, at its sole discretion, withhold the contract from the Contractor until the matter is suitably resolved. And further, that if during the conduct of the contract, the Contractor is retained by another client giving cause to a potential conflict of interest, then the Contractor shall so inform the City. If a significant conflict of interest is deemed by the City to exist, then the Contractor shall refuse the contract or shall take such steps as are necessary to remove the conflict of interest.

Contractor shall disclose to the City Representative, prior to awarding of the Contract, any actual, potential or apparent conflict of interest. If such a conflict of interest does exist, the City may, at its discretion, withhold the Contract from the Contractor until the matter is resolved to the satisfaction of the City.

Contractor will upon request, provide all pertinent information regarding ownership of their company. This information to be supplied within forty-eight (48) hours after request.

## 25.0 Non-liability of City Officials

Under no circumstances shall any officer, employee, or agent of the City of Kelowna acting within the course and scope of his/her City responsibility be personally liable to the Contractor, or any party claim through or on behalf of the Contractor, with regards to the contract, including but not limited to its negotiation, execution, performance, or termination.

## 26.0 Protection and Security

a) **Acknowledgment of Proprietary Materials/Limitations on Use.** Contractor acknowledges that the records are unpublished work for purposes of copyright law and embodies valuable confidential and secret information of the City. The Contractor will treat such information so received in confidence and will not use, copy, disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not specifically authorized under the Agreement. Notwithstanding the above, nothing herein shall prevent the Contractor from utilizing same or similar information, if it is independently provided by a third party or independently developed in-house.

b) **Property Rights.** Each party acknowledges and agrees that the other party's products and all other material related thereto constitute valuable trade secrets of the party furnishing the products or materials, or proprietary and confidential information of such party, and title thereto remains in such party. All applicable copyrights, trade secrets, patents and other intellectual and property rights in the products and related material are and remain in the party furnishing such products. All other aspects of the products and related material, including without limitation, technologies, procedures, programs, methods of processing, specific design and structure of individual programs and their interaction.

## 27.0 Business Licence

The Contractor shall have or obtain a City of Kelowna Business License and shall keep the license current for the duration of the contract term.

## 28.0 Contractor Performance Review

Contractor's performance will be evaluated by the City no less than annually on the following criteria:

- Volume of customer complaints.
- Service levels.
- Cleanliness of sites.
- Adherence to the terms and conditions of this agreement.

**29.0 Business Review & Planning**

29.1 Contractor agrees to conduct annual business review meetings with Property Management Department Representatives if required.

**30.0 Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

**31.0 Service of Notices**

31.1 All notices and other communications required or permitted to be given hereunder shall be in writing and may be given by (i) facsimile transmission, if the matter is urgent or immediate; (ii) personally delivered; or (iii) transmitted by prepaid registered mail, to the party to whom such notice or communications is being given at the following address or fax number:

**City Representative**
Attention: JoAnne Adamson, Manager, Property Management
City of Kelowna
1435 Water Street, Kelowna, British Columbia V1Y 1J4
Telephone: 250-469-8659 Fax No.: 250-862-3349
E-mail: jadamson@kelowna.ca

**Contractor Representative**
Mike Greer
Elevation Outdoor Experiential Programs Association
PO Box 20071 Towne Centre, Kelowna BC, V1Y 9H2
Ph: 250.870.9094 ext 2
E-mail: mike@elevationoutdoors.ca

31.2 Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) five (5) days after posting if transmitted by mail, or (iii) on the date of transmission if transmitted by fax (provided the sending machine gives confirmation that all pages have been transmitted to the fax number of the receiver without error), whichever shall be first.

**IN WITNESS WHEREOF** the parties hereto, by their respective representatives duly authorized in that behalf, have caused this Agreement to be executed on the day and year indicated below.

**Accepted on behalf of:**

**ELEVATION OUTDOOR EXPERIENTIAL PROGRAMS ASSOCIATION**
by its authorized signatory

Signature

Michael Greer
Print Name

**COMMUNITY RECREATIONAL INITIATIVES SOCIETY**
by its authorized signatory

Signature

SHELLEY BUCHANAN GUNORE
Print Name

**CITY OF KELOWNA**
by its authorized signatories:

Signature

Signature

**Appendix A – Insurance Requirements**

1. **Contractor to Provide**

The Contractor shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2, with limits no less than those shown in the respective items, unless in connection with this lease agreement, 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 lease agreement until the date of termination of the lease agreement or such longer period as may be specified by the City.

2. **Insurance**

As a minimum, the Contractor 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:

2.1 Comprehensive General Liability Insurance

(i) providing for an inclusive limit of not less than $5,000,000 for each occurrence or accident;

(ii) providing for all sums which the Contractor 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 lease 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 judgment made against any other Insured.

3. **The City Named as Additional Insured**

The policies required by section 2.1 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.

4. **Certificates of Insurance**

The Contractor agrees to submit a Certificate of Insurance, in the form of Schedule A-1, attached hereto and made a part hereof, to the Risk Management Department of the City prior to the commencement date of this lease agreement. Such a Certificate shall provide that 30 days' written notice shall be given to the Risk Management Department of the City, prior to any material changes or cancellation of any such policy or policies.

5. **Additional Insurance**

The Contractor 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.

6. **Insurance Companies**

All insurance, which the Contractor is required to obtain with respect to this lease 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 Contractor 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 Contractor. The Contractor expressly authorizes the City to deduct from any monies owing the Contractor, any monies owing by the Contractor to the City.

8. **Nonpayment of Losses**

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor shall not be held to waive or release the Contractor from any of the provisions of the Insurance Requirements or this lease agreement, with respect to the liability of the Contractor otherwise. Any insurance deductible maintained by the 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 Contractor as stated in section 7.

9. **Hold Harmless and Indemnification**

The Contractor shall be responsible for all loss, costs, damages, and expenses whatsoever incurred or suffered by the city, its elected officials, officers, employees and agents (the indemnities) including but not limited to or loss of property and loss of use thereof, and injury to, or death of a person or persons resulting from or in conjunction with the performance, purported performance, or non-performance of this contract, excepting only where such loss, cost, damages and expenses are as a result of the sole negligence of the indemnities.

The Contractor shall defend, indemnify and hold harmless the indemnities 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 contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the indemnities.

City of Kelowna

## Appendix A-1

City staff to complete prior to circulation

City Dept.: _____

Dept. Contact: _____

Project/Contract/Event: _____

**CERTIFICATE OF INSURANCE**

**This Certificate is issued to:** **The City of Kelowna**
**1435 Water Street**
**Kelowna, BC V1Y 1J4**

**Insured**

| |
|---|
| Name: |
| Address: |

**Broker**

| |
|---|
| Name: |
| Address: |

**Location and nature of operation or contract to which this Certificate applies:**

| |
|---|
| |

| 1. *Type of Insurance* | **Company & Policy Number** | Policy Dates 2. *Eff ective* | 3. *Ex piry* | 4. Limits of Liability/Amounts |
|---|---|---|---|---|
| **Section 1**<br>Comprehensive General Liability including:<br>• Products/Completed Operations;<br>• Blanket Contractual;<br>• Contractor's Protective;<br>• Personal Injury;<br>• Contingent Employer's Liability;<br>• Broad Form Property Damage;<br>• Non-Owned Automobile;<br>• Cross Liability Clause. | | | | Bodily Injury and Property Damage<br>$ 5,000,000 Inclusive<br>$ _____ Aggregate<br>$ _____ Deductible |
| **Section 2**<br>Automobile Liability | | | | Bodily Injury and Property Damage<br>$ 5,000,000 Inclusive |

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. **Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.**
2. **The City of Kelowna is named as an Additional Insured.**
3. **30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.**

_____ _____ _____
**Print Name** **Title** **Company (Insurer or Broker)**

_____ _____
**Signature of Authorized Signatory**

**APPENDIX B – SCOPE OF SERVICES**

**General Scope of Services of the Contractor**

The Contractor will provide, equipment and operate an adaptive bike rental activity concession within the designated area of Knox Mountain Park. A detailed map of the location is attached as Appendix C.

1. The bike rental concession will operate from May 15th to September 30th based on the following schedule:
   a. **Shoulder Season - May 15th- June 17th and Sept 7th-30th**
      Thursday to Monday - Open 12:00pm - 5:00pm
   b. **High Summer Season - June 18th - Sept 6th**
      Open 7 days a week from 10:00am - 6:00pm.

2. The Contractor acknowledges and agrees to pay to the City of Kelowna the total sum of $1.00.

3. The Contractor will provide for use by the public adaptive equipment including Standard, Low-Barrier, and Adaptive Bikes, E-Bikes and equipment (the "Equipment").

4. The Contractor shall maintain all rental equipment to such standards as will ensure safety for operators.

5. The Contractor shall ensure that no persons too young to operate the Bikes are permitted to use them, and shall ensure that no persons operating do so in an unsafe manner or endanger persons enjoying Knox Mountain Park or the streets of Kelowna.

6. The Contractor commits to provide their clientele with information about safety rules and standards of Knox Mountain Park, including obeying one-way or other directional requirements, avoiding excessive speed, respecting the park's natural setting, not disrupting the comfort and safety of other park users etc.

7. The Contractor will pay permits, taxes and licenses.

8. The Contractor will clean and maintain the area surrounding the concession to the satisfaction of the City, including clean-up of litter from immediate area (a radius of 30 meters from the concession.)

9. The Contractor shall comply with all regulations regarding fire, traffic, safety and shall acquire all necessary permits.

10. The Contractor shall be allowed to display one professionally made sign at the space allotted. The sign is subject to City approval prior to posting.

11. No outside advertising will be permitted without the consent of the City.

12. The City will be leasing a food concession in the same park therefore no food or beverage sales will be permitted.

13. The Contractor will be responsible to communicate with the City of Kelowna Outdoor Events Committee and review the Outdoor Events Calendar to determine the dates the park will be closed for special events, and as a result closed for the concession, unless agreement can be reached with the event organizer.

14. The Contractor is permitted to place two sea containers in the western parking lot from May 1 to October 15, 2021th. The sea container must be placed in the space allocated by City Staff. The contractor is fully responsible for the safety and storage of the sea containers and the City is not responsible for any damage, vandalism or theft with a result of the sea containers being stored in the park.

15. There will be no power available directly from the City the Contractor is responsible for sourcing their own power.

16. The Contractor will be required to enter into a Prime Contractor Agreement with the City which is comprised of a Contractor Coordination Program Guide, Prime Contractor Designation Form and Application for Safety Pre-Qualification, as set out in Appendix D.

17. The Contractor may not sublet, nor assign the contract.

18. The Contractor is required to supply a deposit in the form of a certified cheque payable to the City of Kelowna in the amount of $500. The deposit will be retained as a "performance deposit".

19. .The Contractor agrees that if a decision is made by the City of Kelowna to close the main roadway leading up Knox Mountain to regular vehicle access, the Contractor would assist with granting access to permitted users during their hours of operation.

## APPENDIX C - LICENSE AREA

Located in Knox Mountain park, a portion of 450 Knox Mountain Drive, Kelowna, BC. The License area is noted as the Sea Container Placement (red) (max two containers) and Temp Bike Display (yellow) Areas

## APPENDIX D - PRIME CONTRACTOR DESIGNATION

1. The Contractor shall, for the purposes of the Workers Compensation Act, and for the duration of the Work of this Contract:
    a. be the "prime contractor" for the "Work site", and
    b. 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:
    a. whether or not any contractual relationship exists between the Contractor and any of these entities, and
    b. 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 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 City Park Plaza and will abide by all Workers Compensation Board Regulation requirements.

Project: Knox Mountain –Bike and Adaptive Rentals

Company: **ELEVATION OUTDOOR EXPERIENTIAL PROGRAMS ASSOCIATION**

Signed:

| | |
|---|---|
| _____ | _____ |
| *(Please print name of Contractor)* | *(Contractor's Signature)* |

Witness:

| | |
|---|---|
| _____ | _____ |
| *(Please print name of Contractor's Contract Liaison)* | *(Contractor's Contract Liaison Signature)* |

Date: _____

# Bike and Adaptive Equipment Rental Concession

March 8, 2021

ELEVATION OUTDOORS

+

CRIS Adaptive Adventures

# Types of Equipment

# Types of Equipment

# Types of Equipment

Step Through E-Bike - Low Barrier

Comfort Bike - Standard

Hard Tail Mountain Bike - Standard

# Knox Mountain Park

Subject Area

# Subject Area

# Agreement Summary

- **Subject Property Size:** 320 sq ft
- **Current use:** Park
- **Agreement Terms:**
  - Trial
  - Term: 5.5 months
  - Fee: $1

# Council Priorities

- Inclusivity and diversity are increasing,
- Enhanced mobility for people of all ages and abilities; and
- Animated parks and public spaces.

*"The City's actions align with strategic objectives to achieve a range of short and long-term benefits for the municipality and the residents of Kelowna."*

**Land Strategy 2018**

*Questions?*

For more information, visit **kelowna.ca**.

# Report to Council

**Date:** March 8, 2021

**To:** Council

**From:** City Manager

**Subject:** UBCM-CEPF – Flood Risk Assessment, Flood Mapping & Flood Mitigation Planning – Prediction Analytics to Address Flood Risk in Kelowna.

**Department:** Infrastructure Engineering

---

**Recommendation:**

THAT Council receives for information, the report from Infrastructure Engineering dated March 8, 2021, with respect to the UBCM Community Emergency Preparedness Fund (CEPF) - Flood Risk Assessment, Flood Mapping & Flood Mitigation Planning – Prediction Analytics to Address Flood Risk in Kelowna;

AND THAT Council authorizes staff to apply for a UBCM CEPF Flood Risk Assessment, Flood Mapping & Flood Mitigation Planning grant as outlined in this report;

AND THAT Council authorizes staff to execute the UBCM CEPF Flood Risk Assessment, Flood Mapping & Flood Mitigation Planning grant, if the application is successful;

AND FURTHER THAT the 2021 Financial Plan be amended to include the grant funding for the Prediction Analytics to Address Flood Risk in Kelowna Project if the application is successful.

**Purpose:**

To consider staff's recommendation to apply for a UBCM-CEPF - Flood Risk Assessment, Flood Mapping & Flood Mitigation Planning Program Grant.

**Background:**

Okanagan Lake has exceeded its designated full water level in three of the last four years. These flood events were the result of a combination of high freshet and high rainfall events, both of which can be quantified and predicted using available data. The City of Kelowna is developing tools to predict overland flood events by leveraging real-time and historic data in artificial intelligence (AI), machine learning (ML), risk and flood models. The City collects flow, temperature, rainfall, and snow-water equivalents time series data with a vast array of sensors in our watersheds. This information currently feeds the Emergency Operations Centre (EOC) flood dashboard but has the potential to predict peak flows downstream hours before the peak occurs. The capabilities of AI and ML tools can be integrated with previous risk assessments to determine cost and priority of areas at risk. The goal is the creation of a flood prediction tool to enhance preparedness and mitigation actions.

The City already uses several data sources to create the EOC hydrometric dashboard that is used by EOC's throughout the Okanagan. The scalability of the current solution and the analytics capabilities, however, is limited.

**Discussion:**
The City will engage a consultant to deliver an end to end reporting and predictive solution. Staff will provide guidance throughout the project to assure that deliverables can be replicated and expanded in the future for larger areas. The consultant's scope will include the following tasks:

- Establish a datastore in the cloud which contains direct connections to weather, snowpack and hydrometric sensors and their data, necessary to do predictive flooding analytics.
- Develop predictive flood analytics using the artificial intelligence tools and machine learning capabilities offered in the Microsoft Azure cloud computing environment.
- Add predictive outcomes to a self-serve PowerBI EOC dashboard.
- Review and calibrate results, and upon success, add the product to the regional EOC platform.
- Provide a draft and final report detailing the analysis and operations processes.

This work will be completed by qualified professionals engaged to complete the project.

**Conclusion:**
The City is applying for a grant for a project that provides data analytical processes and tools for use in Emergency Operations Centres, public display and future flood risk modeling. As part of the application process, a Council resolution is required indicating support for the current proposal of activities and willingness to provide overall grant management.

**Internal Circulation:**
Department Director, Information Services
Financial Planning Manager
Grants & Special Projects Manager
Infrastructure Engineering Manager

**Financial/Budgetary Considerations:**
The project is budget is $85,000, and the City is requesting a $74,400 grant from the UBCM Community Emergency Preparedness Fund (CEPF) - Flood Risk Assessment, Flood Mapping & Flood Mitigation Planning Program to cover the cost of eligible activities. The remaining budget will be obtained from Information Services operational budget already approved in the 2021 Financial Plan. If the application is successful, information services will engage a consultant to complete the work.

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

Submitted by:

R. MacLean, P.Eng
Utility Planning Manager

**Approved for inclusion:** A. Newcombe, Divisional Director, Infrastructure

cc: Department Director, Information Services
Divisional Director, Financial Services
Divisional Director, Corporate Strategic Services
Infrastructure Engineering Manager
Financial Planning Manager
Grants & Special Projects Manager